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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
January 24, 2017
Regular Meeting - 5:00 PM

APPOINTMENT ITEMS - (5:00 PM)

1. SUBJECT: Report on Foreign Trade Zone (10/10/20)
RECOMMENDATION: That City Council receive a report on Foreign Trade Zones from Will Berg, Director of Marketing & Public Information at the Port of Hueneme.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

2. SUBJECT: Senior Services Commission Annual Report (5/10/10)
RECOMMENDATION: That City Council receive the Senior Services Commission annual report.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: Oxnard City Council, Oxnard Community Development Commission Successor Agency.

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution to Bobby Alamillo for Forty-Four Years of Dedicated Service to the City of Oxnard.

2. SUBJECT: Presentation of a Commendation to World Mission Society Church of God in Acknowledgment of Their Community Clean-Up Efforts.

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

E. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes: December 6, 2016 Regular Meeting.
RECOMMENDATION: Approve the Minutes of the City Council Regular Meeting of December 6, 2016.
Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

City Attorney Department

2. SUBJECT: Consent to Sublease of the Boys and Girls Club
RECOMMENDATION: That City Council approve the request of the Boys & Girls Club of Oxnard, and authorize the City Manager to issue the City's written consent therefore pursuant to the Ground Lease Agreement dated August 11, 1998 (as amended by A-7649), to sublet a portion of the clubhouse at 1900 W. Fifth Street to a qualified licensed preschool operator.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

City Manager Department

3. SUBJECT: Agreements for City Council Review
RECOMMENDATION: That City Council, pursuant to Ordinance 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, which are described on the attached list.

Professional Security Consultants for security services at the Oxnard Public Library ($24,500).
BMW Motorcycles of Burbank for the purchase of two BMW motorcycles for the Police Department ($56,719).
National Auto Fleet Group for the purchase of one 2017 Ford F250 pickup truck for East Village Park ($35,225).
Quinn Cat Rental for on-call heavy equipment rental for use in maintaining City-owned storm drains ($90,000).
TranSystems Corporation for marine engineering services of the Inland Waterway District of Mandalay Bay, Westport and Seabridge ($165,000).

A complete explanation of the agreement and funding sources are attached.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Cultural and Community Service Department

4. SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program Grant Funding 2017 (Agreement #A-7941)
RECOMMENDATION: That City Council adopt a resolution: (1.) Authorizing the City Manager or designee to execute grant Agreement No. A-7941 in the amount of $439,700 for funding for the State of California, Board of State and Community Correction (BSCC) to continue the California Gang Reduction, Intervention, and Prevention (CalGRIP) Program for the calendar year 2017; (2.) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and the City Manager or designee to submit all program related progress or status reports to BSCC; and (3) Approve budget appropriations of 3rd year grant funding for CalGRIP 2015-17.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

5. SUBJECT: Senior Services Contribution Awards to Agencies
RECOMMENDATION: That City Council:

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

Direct the Interim Recreation Supervisor to notify recipients of Senior Services Contribution Awards.

Authorize the Interim Recreation Supervisor to execute a letter of agreement for each recipient.

Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

6. SUBJECT: Appointment of One Representative to the Ventura County Area Agency on Aging Advisory Council
RECOMMENDATION: That City Council approve the recommendation from the Senior Services Commission and appoint Senior Services Commissioner, Clark Owens, to the Ventura County Area Agency on Aging Advisory Council.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

Development Services Department

7. SUBJECT: Budget Appropriation for Rice/101 Interchange Phase II
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $535,600 from the Southern California Gas Company (SCG) $4.06 million judgment on September 26, 2016 to the Highway 101-Rice Phase II (Project No. 163106).
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

Public Works Department

8. SUBJECT: Approve Plans and Specifications for Windsor North Project No. PW17-02
RECOMMENDATION: That City Council adopt plans and specifications and authorize staff to solicit bids for the Neighborhood Street Resurfacing Project for PW17-02 Windsor North.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

J. REPORTS

City Treasurer Department

1. SUBJECT: Investment Policy and Annual Report of Investment Activity (10/20/20)
RECOMMENDATION: That City Council: 1.) Approve the Investment Policy for the City of Oxnard; 2.) Adopt a resolution delegating investment authority to the City Treasurer; and

3.) Adopt a resolution authorizing and requesting the investment of excess funds in the Ventura County Treasury pool.
Legislative Body: CC Contact: Phillip S. Molina Phone: 385-7808

Economic Development Department

2. SUBJECT: Recognized Obligation Payment Schedule for FY 2017-2018 (15-10-20)
RECOMMENDATION: That the Community Development Commission Successor Agency ("Successor Agency") adopt a Resolution approving the Annual Recognized Obligation Payment Schedule ("ROPS") 17-18 covering the period of July 1, 2017 – June 30, 2018.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

Public Works Department

3. SUBJECT: Approval of Lowest Responsive Bid, Selection of Final Project and Authorization to Issue and Execute a Contract (A-7940) for GS 15-42 Southwinds Park Improvements Phase I and II with Alternatives 1 and 2 with C.S. Legacy Construction (5/10/5)
RECOMMENDATION: That City Council: 1) Award contract A-7940 to the lowest responsible bidder, C.S. Legacy Construction, Inc., in the amount of $933,120 for the Southwinds Park Improvements Project with Alternatives 1 and 2. 2) Approve a budget appropriation reprograming $171,887 of CDBG funding to Southwinds Park Improvements project number 175701 for project management such as plan check, permit fees, prevailing wage monitoring, inspections, and post design and architectural services.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

K. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

L. ADJOURNMENT

	CITY COUNCIL **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 1**

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Kymberly Horner
Economic Development Direct

SUBJECT: Report on Foreign Trade Zone (10/10/20)

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That City Council receive a report on Foreign Trade Zones from Will Berg, Director of Marketing & Public Information at the Port of Hueneme.

BACKGROUND:

Mr. Will Berg represents the Port of Hueneme as Director of Marketing & Public Information and will present information on Foreign Trade Zones. He promotes the port, which supports the fresh produce and auto carrier industries. Mr. Berg manages the Port's grantee status of Foreign Trade Zone #205. Mr. Berg has a deep knowledge of the Port's operations, intrinsic community value, and its history. In keeping with the City's Economic Development Strategic Priorities, Mr. Berg will discuss the benefits of having a regional Foreign Trade Zone designation.

<u>WHAT IS A FOREIGN-TRADE ZONE?</u>

Foreign-Trade Zones (FTZs) are restricted access sites authorized by the FTZ's Board consisting of the Secretary of Commerce and the Secretary of the Treasury. FTZs are secured areas under U.S. Customs supervision and are located in or near a U.S. Customs port of entry. Customs entry procedures do not apply although FTZs are within the territory and jurisdiction of the United States. The usual Customs entry procedures and payment of duties are not required on foreign merchandise until it enters Customs territory for domestic consumption.

Tax Advantages

Merchandise imported from outside the United States and held in a zone for the purpose of storage, sale, exhibition, repackaging, assembly, distribution, sorting, grading, cleaning, mixing, display, manufacturing, or processing, and merchandise produced in the United States and held in a zone for exportation, either in its original form or altered by any of the above methods, is exempt from State and local ad valorem taxes. Merchandise may remain in a zone indefinitely, whether or not it is subject to duty.

Customs duty and federal excise tax, if applicable, are paid only when merchandise is transferred from an FTZ to the Customs' territory of the U.S. or transferred to a NAFTA country (Canada and Mexico). Goods may be imported into, and then exported from, a zone without the payment of duty and excise taxes except to certain countries, such as NAFTA countries, in which case, any applicable duty and excise tax will be levied. Goods may also be imported into, and destroyed in, a zone without the payment of duty and excise taxes.

What is the Alternative Site Framework?

The "alternative site framework" (ASF) is an optional framework for organizing and designating sites that allows zones to use quicker and less complex procedures to obtain FTZ designation for eligible facilities FTZ-205 received authority to reorganize under the ASF, proposing Ventura County as its "service area". Today a subzone or usage-driven site can be designated anywhere in Ventura County California within 30-days using a simple application form. Separate Customs and Border Protection requirements may take longer. The ASF allows zone designation to be brought to any company that needs it, eliminating the need for zone grantees to predict where the zone will be needed and pre-designate sites. Grantee is not responsible for fees or penalties that may be imposed by U.S. Customs for any operations or actions within an activated zone site.

STRATEGIC PRIORITIES:

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

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

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

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

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

FINANCIAL IMPACT:

There is no fiscal impact with the consideration of this item at this time.

ATTACHMENTS:

Attachment A - Foreign Trade Zones

Oxnard_FTZ_Presentation_2 (2)

BACKGROUND:

WHAT IS A FOREIGN-TRADE ZONE?

Foreign-Trade Zones (FTZs) are restricted access sites authorized by the FTZs Board consisting of the Secretary of Commerce and the Secretary of the Treasury. FTZs, upon activation under regulations of the U.S. Customs Service, are secured areas under U.S. Customs supervision and are located in or near a U.S. Customs port of entry. Customs entry procedures do not apply although FTZs are within the territory and jurisdiction of the United States.

WHY WERE FTZS ESTABLISHED?

- To encourage and expedite United States participation in international trade. Foreign goods may be admitted to an FTZ without being subject to Customs duties or certain excise taxes.
- To defer payment of duties until goods are entered into the commerce of the United States.

Under zone procedures, the usual Customs entry procedures and payment of duties are not required on foreign merchandise until it enters Customs territory for domestic consumption.

Zones are granted by the ***FTZ Board*** to qualified public or private entities (port authorities, city/county economic developers). In a general-purpose zone, the grantee usually has an operator to operate the zone. Operators can sublet to tenants, called users. In a subzone environment, the user and operator are usually the same.

ADVANTAGES & FINANCIAL BENEFITS OF FTZS

Duty Deferral

Customs duty and federal excise tax, if applicable, are paid only when merchandise is transferred from an FTZ to the Customs territory of the U.S. or transferred to a NAFTA country (Canada and Mexico).

Duty Elimination

Goods may be imported into, and then exported from, a zone without the payment of duty and excise taxes except to certain countries, such as NAFTA countries, in which case, any applicable duty and excise tax will be levied. Goods may also be imported into, and destroyed in, a zone without the payment of duty and excise taxes.

Inverted Tariff Relief

Inverted tariff relief occurs when imported items are dutiable at higher rates than the finished product into which they are incorporated. For example, the duty rate on an imported muffler for an automobile is 4.5 percent if imported directly into United States commerce. However, if that muffler is brought into a FTZ and incorporated into an assembled automobile, the duty rate on the finished automobile, including the muffler, is 2.5 percent.

Ad Valorem Tax Exemption

Merchandise imported from outside the United States and held in a zone for the purpose of storage, sale, exhibition, repackaging, assembly, distribution, sorting, grading, cleaning, mixing, display, manufacturing, or processing, and merchandise produced in the United States and held in a zone for exportation, either in its original form or altered by any of the above methods, is exempt from State and local ad valorem taxes.

No Time Constraints on Storage

Merchandise may remain in a zone indefinitely, whether or not its subject to duty.

Satisfy Exportation Requirements

Merchandise entered into the U.S. on an entry for warehousing, temporary importation under bond, or for transportation and exportation may be transferred to a FTZ from the Customs territory to satisfy a legal requirement to export the merchandise. For instance, merchandise may be taken into a zone in order to satisfy an exportation requirement of the Tariff Act of 1930, or an exportation requirement of any other Federal law insofar as the agency charged with its enforcement deems it advisable. Exportation may also fulfill requirements of certain state laws. Items admitted to a zone to satisfy exportation requirements must be admitted in zone restricted status – meaning they are only for direct export, immediate export, and transportation and export.

Security and Insurance Costs

Customs security requirements and federal criminal sanctions are deterrents against theft. This may result in lower insurance costs and fewer incidents of loss for cargo imported into an FTZ.

ROLE OF THE U.S. CUSTOMS SERVICE

- Regulatory control over merchandise moving to or from a zone.
- Ensure that all revenue is properly collected.
- Ensure adherence to the laws and regulations governing the merchandise.
- Ensure that merchandise has not been overtly or clandestinely removed from the zone without proper Customs permits.
- The Office of Regulations and Rulings, at Customs Headquarters, provides legal interpretations of the applicable status, Customs regulations and procedures.

FREQUENTLY ASKED QUESTIONS

What are the types of FTZs?

There are two types of FTZs: General Purpose Zones and Subzones. General purpose zones are usually located in an industrial park, on raw land or in port complexes whose facilities are available for use by the general public. Subzones are sites sponsored by a general purpose zone grantee on behalf of an individual firm or firms. Subzones are single-purpose sites for operations that cannot be feasibly moved to, or accommodated in, a general purpose zone; e.g., oil refineries, automobile manufacturers.

What may be placed in an FTZ?

Any foreign or domestic merchandise not prohibited by law, whether dutiable or not, may be admitted to a FTZ.

Conditionally admissible merchandise is merchandise subject to permits or licenses, or that must be reconditioned to bring it into compliance with the laws administered by various Federal agencies before entering the United States. Because zones are considered outside the Customs territory, requirements that would otherwise apply to imported merchandise are suspended as long as the merchandise remains in the FTZ.

Some Federal agencies regulate storage and handling in the United States of certain types of merchandise, such as explosives. Depending on the nature of the requirements and the particular characteristics of the zone facility, such merchandise may be excluded. Most agencies that license importers or issue importation permits may block admission of merchandise that is not licensed or permitted into a zone.

The FTZ Board may exclude from a zone any merchandise that in its judgement is detrimental to the public interest, health, or safety. The Board ensures that FTZs are not used to violate other trade laws of the United States.

Merchandise subject to quota restrictions may be admitted into a zone until a quota on entry is removed or may be manufactured or manipulated in a zone into a product that is not subject to quota. The FTZ Board can restrict or prohibit activity on public interest grounds.

What may be done in an FTZ?

Foreign and domestic merchandise permitted in a zone may be stored, sold, exhibited, broken-up, repacked, assembled, distributed, sorted, graded, cleaned, mixed with foreign or domestic merchandise, otherwise manipulated, destroyed, or manufactured. On the other hand, machinery and equipment that is imported for use within a zone is not exempt from the payment of duty. Such equipment and supplies may include, but are not limited to: office furniture, machines, and equipment; construction machinery and materials; manufacturing machinery and equipment, tooling, and supplies; packaging machinery and equipment; food to be eaten in the zone and water and fuel that do not become part of a zone product.

What may not be done in an FTZ?

In specific cases, the FTZs Board may prohibit or restrict any activity in a zone in order to protect the public interest, health, or safety. All manufacturing is reviewed in terms of government policy and its net economic effect.

Many products subject to an internal revenue tax may not be manufactured in a zone. These products include alcoholic beverages, products containing alcoholic beverages (except domestic denatured distilled spirits), perfumes containing alcohol, tobacco products, firearms and sugar. In addition, the manufacture of clocks and watch movements is not permitted in a zone.

Retail trade is prohibited in zones, unless conducted under a permit issued by the zone grantee and approved by the FTZs Board. Retail trade is then allowed only for the sale of domestic goods, or goods brought from the Customs territory following a regular Customs entry on which any applicable duties and/or taxes have been paid.

How is merchandise admitted into a zone?

Merchandise does not achieve zone status until a permit is given by the port director for its admission (except in the case of domestic status merchandise for which no permit is required), and the zone operator signs for receipt of the merchandise into the zone.

Customs Form 214 Application

Merchandise may be admitted into a zone after application has been made on a Customs Form 214, "Application for Foreign-Trade-Zone Admission and/or Status Designation," or its electronic equivalent, and a permit is issued by the Port Director. The application for admission is submitted to the port director, including a statistical copy on Customs Form 214A to be transmitted to the Bureau of Census, unless the applicant has made arrangements for the direct transmittal of statistical information to that agency. The form will be signed by the zone operator, unless a separate individual or blanket approval has been given.

Application for admission may be made only by the person with the right to make entry. Right to make entry will be determined according to the provisions of Section 484(a) (19USC 1484(a)) Tariff Act, Customs Directive 099 3530-002, and other pertinent Service-wide instructions. However, a Customhouse broker or FTZ operator may prepare and/or file the application on behalf of the person with the right to make entry, if a proper power of attorney is on file.

The CF214 will be presented to the location designated by the port director within a port of entry. Customs will review the application and supporting documentation for completeness and to determine whether the application may be approved without a physical examination of the merchandise. Customs approves permits of admission for most low-risk shipments without examination.

Customs may examine merchandise to be admitted to a FTZ to:

- Determine if the goods are admissible to the zone.
- Determine the true liability of the zone operator for merchandise received in a zone under its bond.
- Reduce the need for further examination of the merchandise if it is later transferred to Customs territory, in the same condition, for consumption or warehouse.
- Ensure full compliance with all applicable laws and regulations.

After document review and physical examination, as appropriate under the above provisions, the port director shall issue a permit for the admission of merchandise to a zone.

Direct Delivery

Direct delivery allows for the delivery of merchandise into a zone without prior application and approval on Customs Form 214. The operator, meeting all the requirements outlined below, shall file a written application with the appropriate port director at least 30 days before the special procedure is to become effective. The application will describe the merchandise to be handled or processed and the kind of operation which it will undergo in the zone (19 CFR 146.39).

Criteria to be met for direct delivery approval:

- The merchandise is not restricted or of a type which requires Customs examination or documentation review before or upon its arrival at the zone, (example, quota/visa merchandise).
- The merchandise to be admitted to the zone, and the operations to be conducted in the zone, are known well in advance, are predictable and stable over the long term, and are relatively fixed in variety by the nature of the business conducted at the site.
- The operator is the owner or purchaser of the goods.

<u>What documents are needed for admission?</u>

- Commercial Invoice - The applicant shall submit two copies of an examination invoice meeting the requirements of Subpart F, Part 141 CR, for any merchandise, other than domestic status merchandise for which no permit is required, to be admitted into a zone. The notation on the invoice of tariff classification and value required by Section 141.90 CR need not be made, unless the merchandise is to be admitted in privileged foreign status.
- Evidence of Right to Make Entry - The applicant for admission shall submit a document similar to that which would be required as evidence of the right to make entry for merchandise in Customs territory under Section 141.11 or 141.12 CR and CD 099 3530-002.
- Release Order - Customs officers shall not authorize any merchandise for delivery to a zone until a release order has been executed by the carrier which brought the merchandise to the port, unless the merchandise is released back to that same carrier for delivery to the zone.
- Application to Unlade - For merchandise unladen in the zone directly from the importing carrier, the application on Customs Form 214 shall be supported by an application to unlade on Custom Form 3171.
- Other Documentation - The port director may require additional information or documentation as needed to examine the merchandise under Customs selective processing criteria, or to determine whether the merchandise is admissible to the zone. This includes documentation such as export certificates for certain steel products and machine tools under voluntary restraint and information needed for selectivity processing such as importers' and manufacturers' numbers.

<u>What are the four types of zone status?</u>

Privileged Foreign Status (PF): Prior to any manipulation or manufacturing in the zone that would change the tariff classification, the imported merchandise must be provided privileged foreign status.

Zone-Restricted Status is given to merchandise brought into to a zone from the Customs Territory for the purpose of exportation, destruction (except destruction of distilled spirits, wines, and fermented malt liquors) or storage. The merchandise is considered exported and cannot be returned to the Customs territory for consumption unless the FTZs Board rules specifically that its return is in the public interest. Zone-restricted status merchandise may not be manipulated, manufactured, processed or assembled in a zone.

Nonprivileged Foreign Status (NPF) is a residual category for foreign merchandise that does not have privileged or zone-restricted status. Articles in NPF status are classified and appraised in their condition at the time of transfer to the Customs territory and NAFTA countries.

Domestic Status is available for merchandise that is:

- Wholly grown, produced or manufactured in the U.S. on which all revenue taxes, if applicable, have been paid.
- Previously imported merchandise on which all duties and internal revenue taxes have been paid.
- Merchandise that was previously admitted into the U.S. free of duty.

What is the Alternative Site Framework?

The "alternative site framework" (ASF) is an optional framework for organizing and designating sites that allows zones to use quicker and less complex procedures to obtain FTZ designation for eligible facilities

FTZ-205 received authority to reorganize under the ASF, proposing Ventura County as its "service area". Today a subzone or usage-driven site can be designated anywhere in Ventura County California within 30-days using a simple application form. Separate Customs and Border Protection requirements may take longer. The ASF allows zone designation to be brought to any company that needs it, eliminating the need for zone grantees to predict where the zone will be needed and pre-designate sites.

Application fee

An Application Fee will be charged whenever Grantee must file a request with the FTZ Board to:

1. Expand FTZ No. 205 so as to include a new Zone Site
2. Modify FTZ No. 205 boundaries to alter existing Zone Site or add new Zone Site
3. Obtain authorization to engage in production/manufacturing or seek determination
4. Obtain Subzone designation

The fee will cover Grantee expenses for obtaining the necessary approvals/resolutions of the Application, submission to the FTZ Board and support services required during approval process (fee does not include actual preparation of applications or requests), based on following:

- Expansion Application to establish new Magnet Site $ 2,500
- Minor Boundary Modification Usage-Driven Sites $ 1,500
- Manufacturing/Production Authority and Scope Determination Request $ 4,000
- Subzone Application $15,000

All fees are payable in advance of Application request. For sub-zone request, $10,000 must be paid in advance and $5,000 on approval.

Operator will also be responsible for paying any Application or filing fee required by FTZ Board for such an Application.

Activation Fee

An Activation fee will be charged to any Operator when seeking to activate a Zone Site on execution of an operating agreement. The fee will cover Grantee expenses for preparation and processing, providing Grantee concurrence letter to CBP, and review of Activation and operation’s procedures (fee does not include preparation of actual Activation request, procedures manual, or other documents required by CBP regulations).

$5,000 activation fee by Grantee is payable in advance of submitting U.S. Customs request.

Annual Fee

The annual fee covers the administration of the Zone by Grantee, preparation of annual report, attendance at educational seminars, promotional activities and other accounting and administration expenses (fee is for privilege of using FTZ 205 grant, does not include lease of property or other Port use or services).

The following annual fees are due from an operator:

1. General-purpose site: $5,000
2. Special-purpose site: $10,000

The fee is due on U.S. Customs' activation and each anniversary of such activation, and may be increased annually at a rate not to exceed the CPI, at the option of Grantee.

Other Staff Services

The Port has a limited staff capability to assist operators with zone-related services. During normal working hours, staff may be available at the following rates:

1. Executive Personnel: $75 per hour
2. Maintenance and Security Personnel: $50 per hour

Custom Fees and Penalties

Grantee is not responsible for fees or penalties that may be imposed by U.S. Customs for any operations or actions within an activated zone site.

STRATEGIC PRIORITIES:

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

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

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

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

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

FINANCIAL IMPACT:

There is no fiscal impact with the consideration of this item at this time.

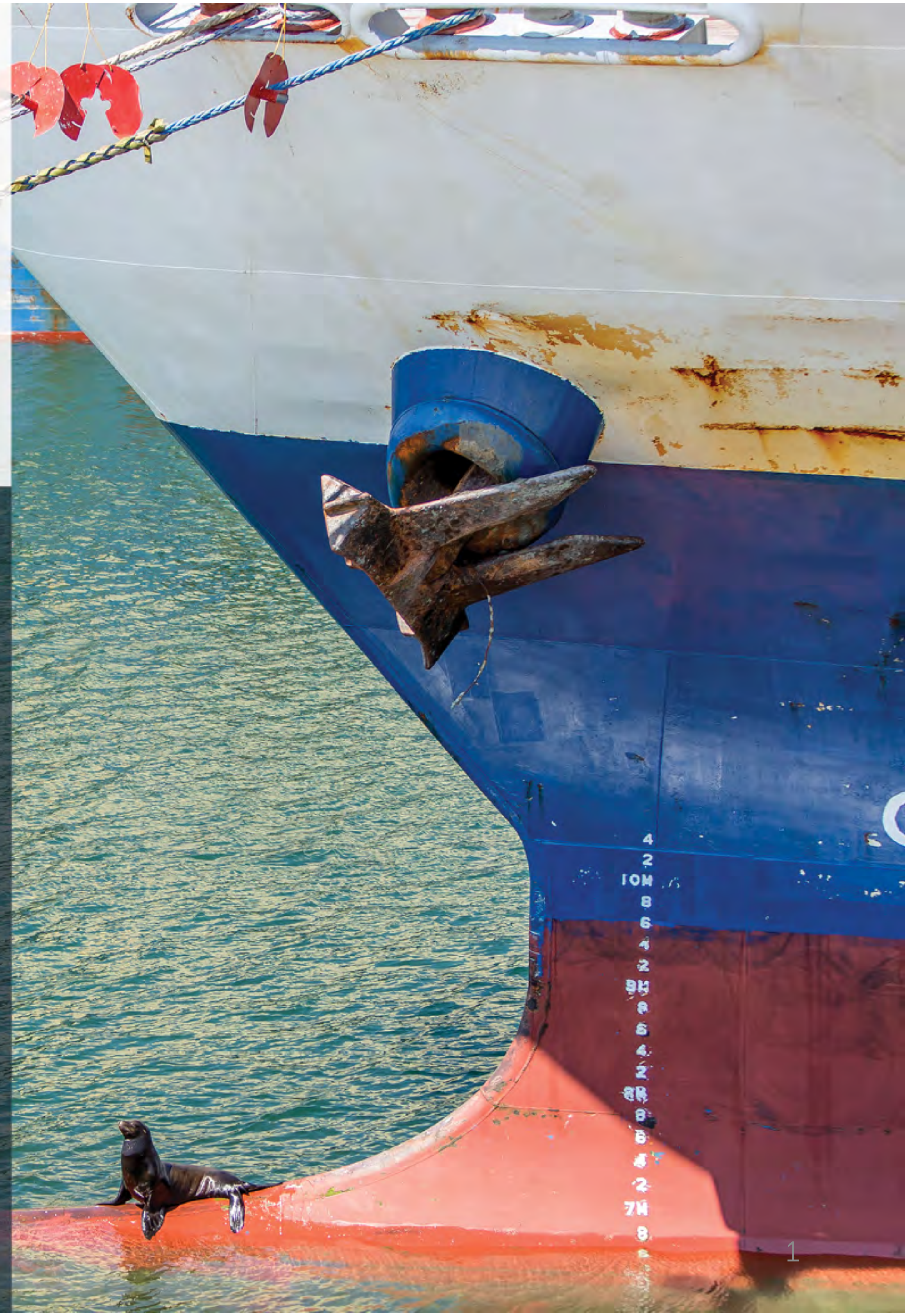
The Port of Hueneme

We Make Cargo Move

PREPARED FOR:

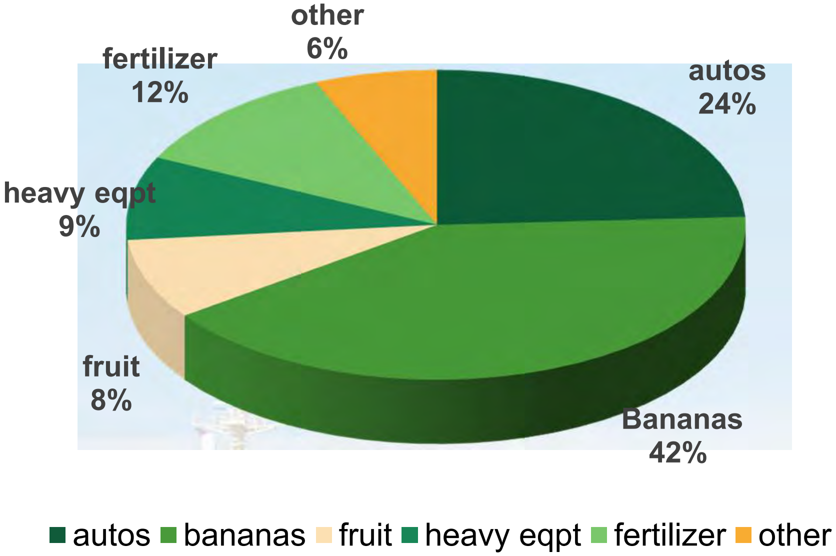
OXNARD CITY COUNCIL

JANUARY 24, 2017

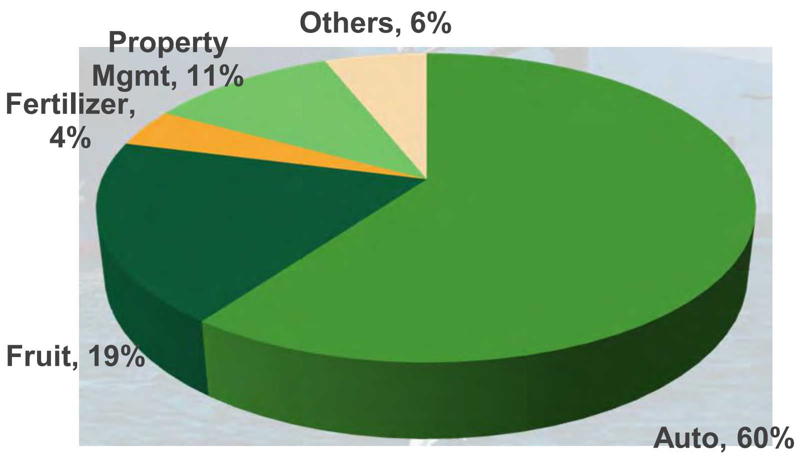


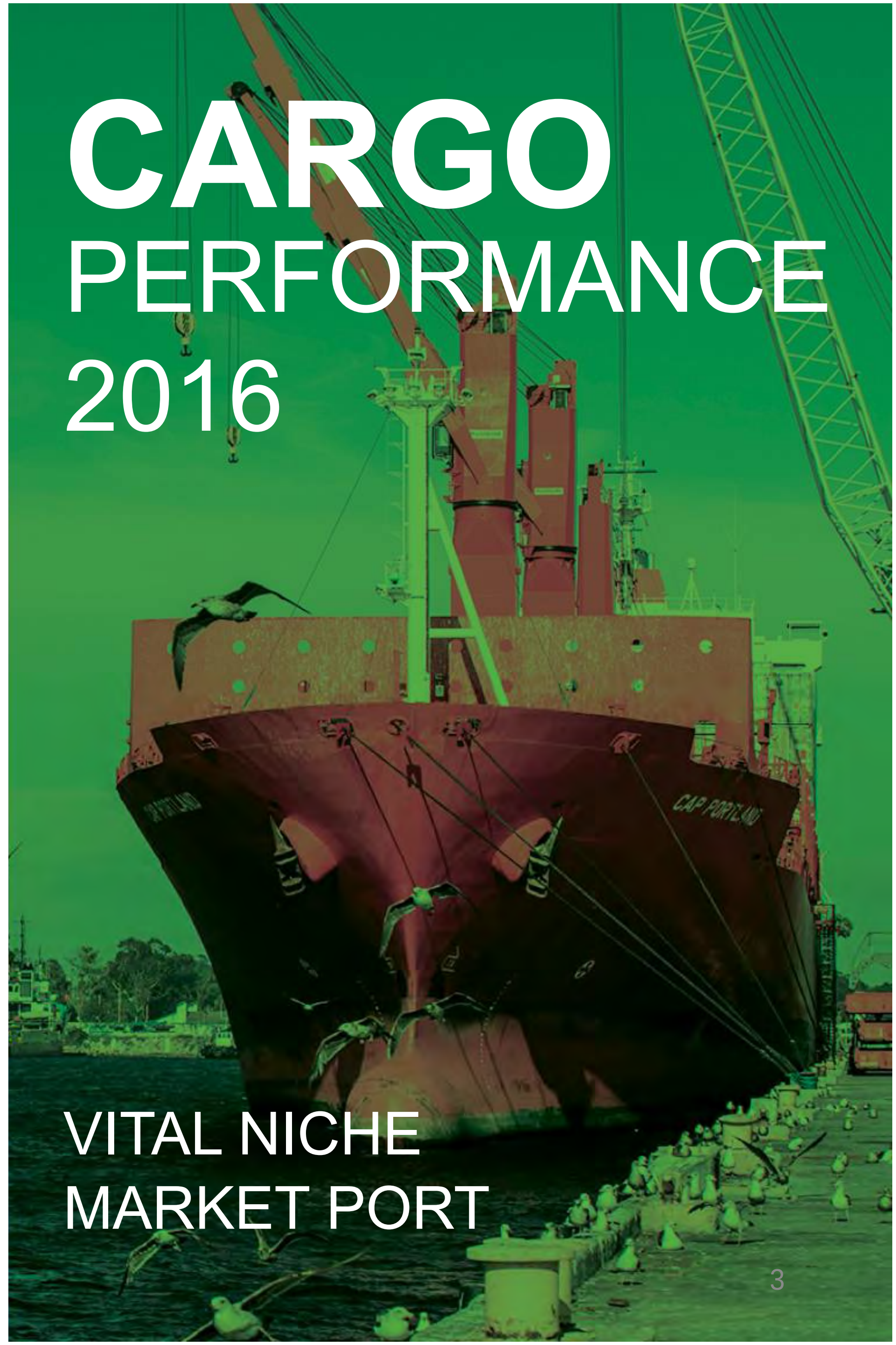
Green Port

CARGO TONNAGE BY SEGMENT



REVENUE TONNAGE BY SEGMENT





OVERVIEW

- $9 Billion in Cargo Value
- $1.5 Billion Total Economic Impact
- 13,633 Total Jobs Related to Port Activity
- $93 Million in State and Local Tax Revenues

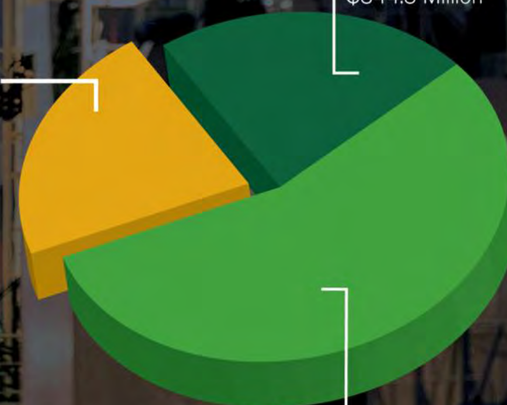
CARGO HANDLING FACTS

- Over 3,000 Foreign & Domestic Vessel Calls
- 1,574,903 Metric Tons of Total Cargo
- 321,083 Autos; 44,358 High & Heavy Units
- 50,043 Containers

ECONOMIC IMPACTS

$1.5 Billion

Total Economic Activity

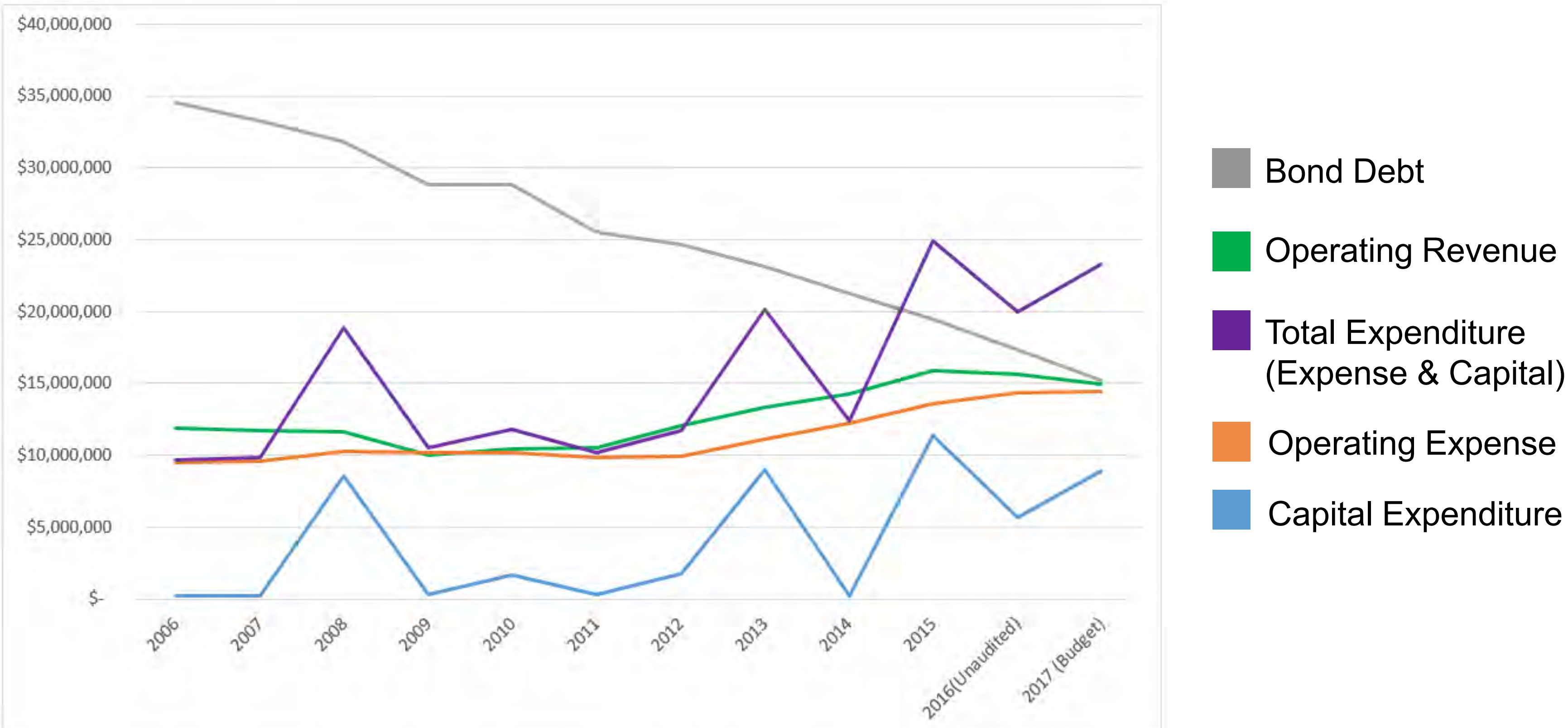


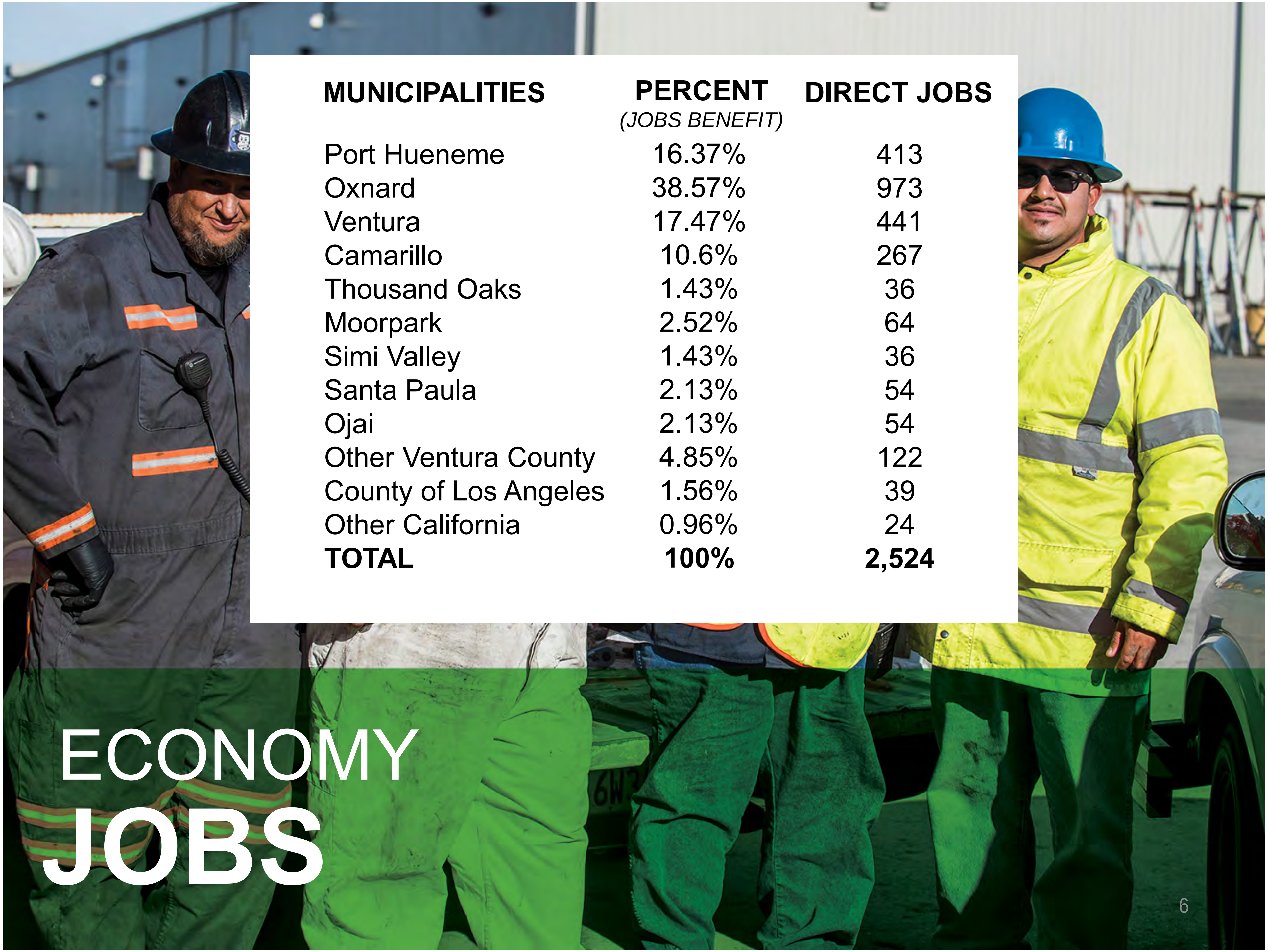
Related to Maritime Activity from the Port Total $1.5 Billion

Top 11% of US Ports

For containerized
and non-containerized Cargo

10 YR TREND – OPERATING REVENUE & EXPENSE, BOND DEBT, CAPITAL EXPENDITURE, & TOTAL EXPENDITURE





MUNICIPALITIES	PERCENT (JOBS BENEFIT)	DIRECT JOBS
Port Hueneme	16.37%	413
Oxnard	38.57%	973
Ventura	17.47%	441
Camarillo	10.6%	267
Thousand Oaks	1.43%	36
Moorpark	2.52%	64
Simi Valley	1.43%	36
Santa Paula	2.13%	54
Ojai	2.13%	54
Other Ventura County	4.85%	122
County of Los Angeles	1.56%	39
Other California	0.96%	24
TOTAL	**100%**	**2,524**

ECONOMY
JOBS

Jobs/Economic Impact
Marketing
Environment
Innovation & Technology
Strategic Partnerships
PRIORITIES
2020 PLAN
7

FOREIGN TRADE
ZONE 205

- Confined area with US Customs oversight.
- Imported products can be used in manufacturing, manipulated, packaging, value added, even changed.
- Duty paid on all products leaving the zone for the US Market.
- Re-exported Items? No duty.
- Items remaining in the Zone? No duty.

WHAT IS A FOREIGN TRADE ZONE

WHAT'S NEW?
ALTERNATIVE SITE FRAMEWORK

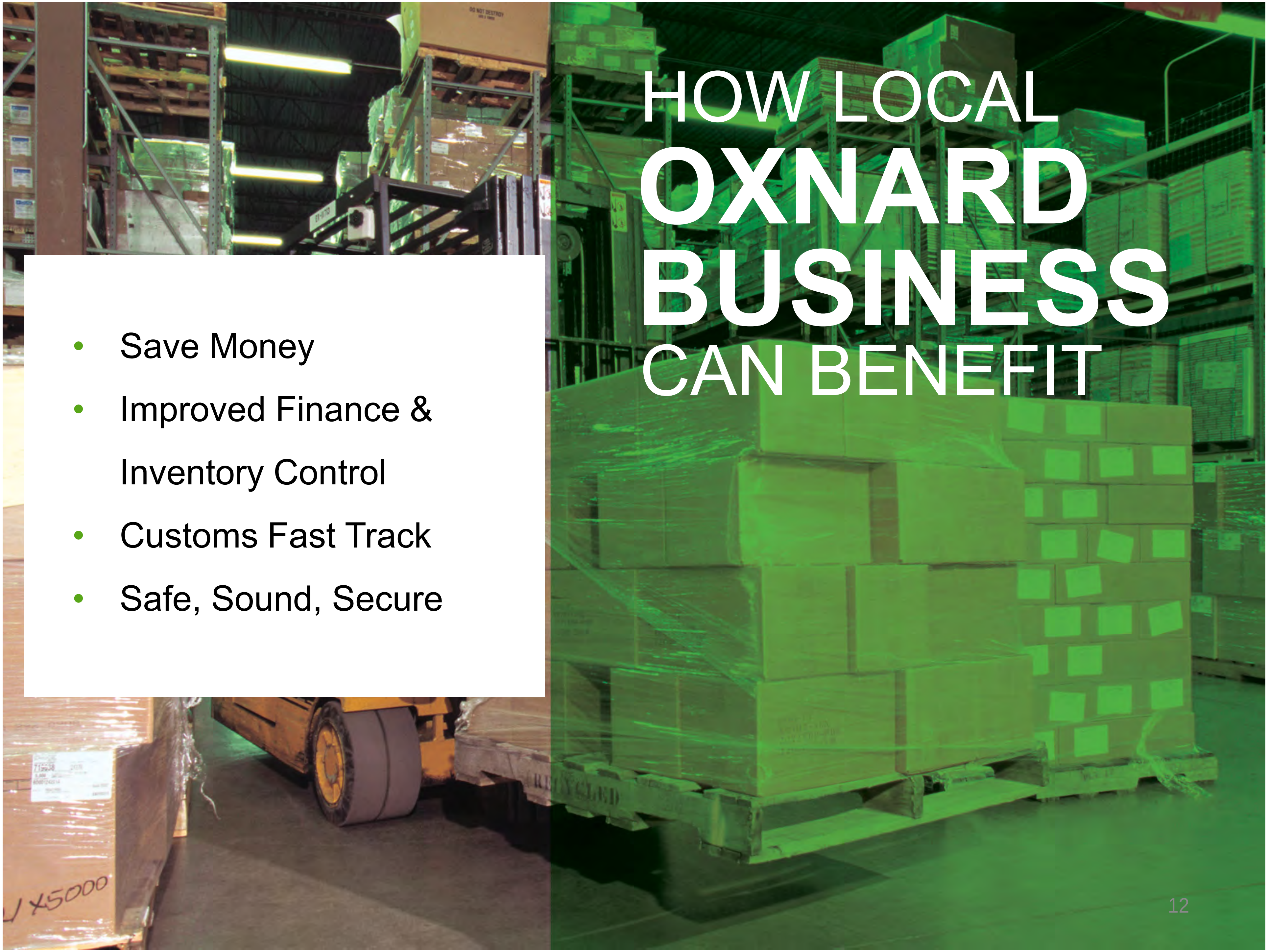
- Designates any site within Ventura County
- Up to 2,000 acres in the aggregate
- Fast track 30-day process
- Saves Time & Money
- Easy to activate & deactivate

WHO IS USING FTZ?

GLOVIS

KIA MOTORS

HYUNDAI

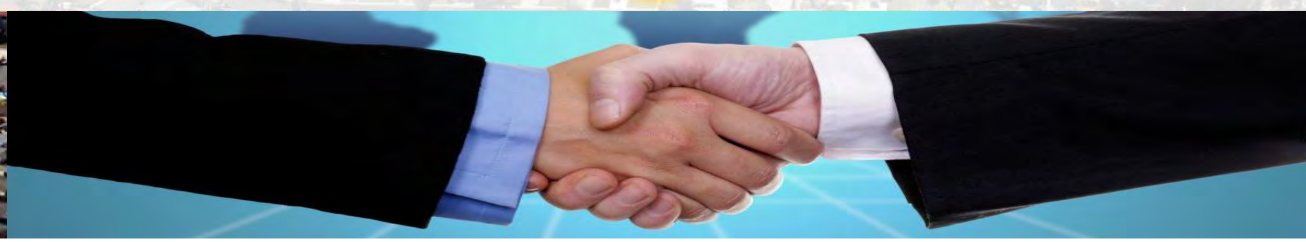

HOW LOCAL
OXNARD
BUSINESS
CAN BENEFIT
• Save Money
• Improved Finance & Inventory Control
• Customs Fast Track
• Safe, Sound, Secure
12

WHY AREN'T ALL BUSINESSES IN **FOREIGN** TRADE ZONES?

- Application Process
- Software Changes
- Signage Needed
- Security Protocols
- Does Not Fit
  - EDCVC Model

STRATEGIC
PARTNERSHIPS

WE LOOK FORWARD TO WORKING WITH CITY TO HELP OUR BUSINESS COMMUNITY IN TRADE



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

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Ingrid Hardy
Cultural & Comm Services Dir

SUBJECT: Senior Services Commission Annual Report (5/10/10)

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

RECOMMENDATION:

That City Council receive the Senior Services Commission annual report.

BACKGROUND

With the support of the City Council, dedicated senior services staff, commissioners, the Ventura County Area Agency on Aging, and the Corporation for National and Community Service, the City of Oxnard is able to provide quality, meaningful, and engaging programs and services for our community's senior population. The Senior Services Commission will present their 2016 annual report to the City Council. The annual report includes highlights of various programs offered to seniors throughout the city, a summary of the various special events and excursion trips completed over this past year, a summary of the accomplishments, and service options offered through the three distinct senior programs (Senior Nutrition, Retired and Senior Volunteer Program and Bone Builders). Notable accomplishments from 2016 are the relocation of the Wilson Park restroom and renovation of the Wilson Senior Center kitchen.

The Senior Services Commission will also present their long term goals such as the building of a new senior center, developing support for new and ongoing senior programs, and creating awareness of the senior population and their needs to the public, government officials and community groups.

STRATEGIC PRIORITIES

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

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

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

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

Objective 3d. Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation.

FINANCIAL IMPACT

There is no fiscal impact with the presentation of this annual report.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING BOBBY ALAMILLO FOR FORTY-FOUR YEARS OF DEDICATED SERVICE TO THE CITY OF OXNARD FIRE DEPARTMENT

WHEREAS, Bobby Alamillo has given forty-four years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Bobby Alamillo began his career with the City of Oxnard as a Firefighter on October 9, 1972; and

WHEREAS, Bobby Alamillo was promoted to Fire Engineer on November 8, 1981;

WHEREAS, Bobby Alamillo exemplifies the best in public service and will be truly missed by his co-workers and friends at the City of Oxnard for his loyal dedication and encouraging spirit.

NOW, THEREFORE, the City Council and the City of Oxnard does hereby resolve to commend and extend its gratitude to Bobby Alamillo for forty-four years of exemplary service to the City of Oxnard and extend best wishes for success in all of his future endeavors.

PASSED AND ADOPTED THIS 24th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Tim Flynn, Mayor

ATTEST:

____

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

____

Stephen M. Fischer, City Attorney

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

DATE: January 24, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes: December 6, 2016 Regular Meeting.

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

RECOMMENDATION:

Approve the Minutes of the City Council Regular Meeting of December 6, 2016.

STRATEGIC PRIORITIES:

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

FINANCIAL IMPACT

None.

ATTACHMENTS:

Minutes 12.06.16 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
December 6, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the regular meeting of the Oxnard City Council was called to order in the Council Chambers concurrently with the Oxnard Community Development Commission Successor Agency, Oxnard Financing Authority, and Oxnard Housing Authority. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Dorina Padilla, Bert Perello, Mayor Pro Tem Ramirez, and Mayor Tim Flynn were present. The City Clerk stated that the agenda was posted December 1, 2016 at City Hall. Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Ruth Osuna, Assistant City Manager; Darwin Base, Fire Chief; Keith Brooks, IT Director; Arturo Castillo, Housing Director; Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Kymberly Horner, Economic Development Director; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Scott Whitney, Chief of Police; Jefferson Billingsley, Assistant City Attorney; Michael More, Financial Services Manager; and Daniel Martinez, City Clerk.

Also present were incoming Councilmember Oscar Madrigal, incoming City Treasurer Phillip Molina, and incoming City Clerk Michelle Ascencion.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS
C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Mayor Flynn announced that the closed session, which had been scheduled for 5:00 p.m., was cancelled.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence in memory of the victims of the recent fire in Oakland, and Pearl Harbor Day.

E. INSTALLATION OF NEWLY ELECTED CITY OFFICIALS/CEREMONIAL CALENDAR

1. SUBJECT: Motion That the Regular Order of Business be suspended until after the Installation of Newly Elected City Officials.

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

2. SUBJECT: Results of the Canvass of Returns of the General Municipal Election Held on November 8, 2016.
   RECOMMENDATION: Adopt **Resolution No. 14,976** stating the results of the canvass of the returns of the general municipal election held on November 8, 2016.

The City Clerk gave a report.

3. SUBJECT: Presentation of a Resolution to Dorina Padilla, Councilmember.
RECOMMENDATION: Adopt **Resolution No. 14,977.**

Mayor Flynn presented the resolution and other recognition items to Councilmember Padilla, who made some remarks, followed by remarks from the Council and City Manager.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to adopt Resolutions 14,976 and 14,977 as presented. VOTE: Flynn, MacDonald, Padilla, Perello, and Ramirez voted in favor; the motion carried 5-0.

4. SUBJECT: Presentation of a Resolution to Daniel Martinez, City Clerk.
RECOMMENDATION: Adopt **Resolution No. 14,978.**

Mayor Flynn presented the resolution and other recognition items to the City Clerk, who made some remarks. Patricia Herrera from the Oxnard-Ocotlán Sister City Committee made a presentation to the City Clerk, followed by remarks from the Council.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to adopt Resolution No. 14,978 as presented. VOTE: Flynn, MacDonald, Padilla, Perello, and Ramirez voted in favor; the motion carried 5-0.

5. SUBJECT: Special Presentations to Dorina Padilla, Councilmember and Daniel Martinez, City Clerk.

Dr. Manuel Lopez presented the Oxnard Harbor District's President's Award to the City Clerk. Comments were received from Irma Lopez and Larry Stein.

6. SUBJECT: City Clerk Administers Oath of Office to Mayor, Councilmembers, City Treasurer, and City Clerk.

The City Clerk administered the Oath of Office to Tim Flynn, Mayor; Bryan MacDonald, Councilman; Oscar Madrigal, Councilmember; Phillip Molina, City Treasurer; and Michelle Ascencion, City Clerk.

7. SUBJECT: Mayor, Councilmembers, City Treasurer, and City Clerk are installed. Remarks by Mayor, Councilmembers, City Treasurer, and City Clerk.

The newly installed officials made some remarks, followed by remarks from the Council and City Manager.

8. SUBJECT: Selection by Mayor of Mayor Pro Tem.

Mayor Flynn re-appointed Carmen Ramirez to serve as Mayor Pro Tem.

(Mayor Flynn paused the meeting at 7:14 p.m; at 7:42 the meeting resumed.)

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Woodrow Thomas, Sr. (status of claim); George Miller (election results and Parade of Lights); Greg Kenney (La Dolce Vita restaurant settlement); Michelle Kenney (La Dolce Vita); Pete R. Placencia (Colonia boxing gym); Manuel Herrera (Citizens for a Better Oxnard); Larry Stein (public records request); Pat Brown (Pearl Harbor anniversary event); Cynthia Gonzalez (public safety, CCTV cameras); Dan Pinedo (election results); Daniel Chavez, Jr. (accountability); Larry Barbarine (Pearl Harbor, election results); and Jack Villa (election results, INCO installation).

G. REPORT OF CITY MANAGER

The City Manager announced that the newly-hired Assistant City Manager, Jesús Nava, will start at the City on December 19, 2016. He announced that there will be a special meeting on December 19, 2016, regarding Downtown Revitalization.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmember Perello reported on projects by the County of Ventura and Ventura Regional Sanitation District; various community events; recent meetings of FEMA, the Utilities Task Force, and the PACC Board; streetlight outages; SOAR; wheelchairs from the Moorpark Knights of Columbus; Pearl Harbor and veterans.

Councilman MacDonald reported on a recent Regional Defense Partnership for the 21st Century (RDP-21) meeting and the upcoming Santa to the Sea half-marathon.

Mayor Pro Tem Ramirez reported on the recent tree lighting, Christmas Parade, and Tamale Festival; George Lopez's downtown store "Fifty150"; the Oakland fire; the SCAG Economic Summit; meeting with State Controller Betty Yee; and Pearl Harbor and veterans.

Councilmember Madrigal commented on the Pearl Harbor anniversary.

Mayor Flynn reported on recent holiday events, the Pearl Harbor anniversary and former Mayor Nao Takasugi.

City Clerk Department

2. SUBJECT: 2017 Meeting Schedule for Legislative Bodies.
RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority meet on the following dates during the calendar year 2017: January 10 and 24; February 7, 14 and 28; March 7, 21 and 28; April 4, 11, 18 and 25; May 2, 9, 16 and 23; June 6, 13, 20 and 27; July 11, 18 and 25; August NO MEETINGS; September 12, 19 and 26; October 3, 10 and 17; November 7, 14 and 28; December 5, 12 and 19.

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

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to adopt the 2017 meeting schedule as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-1, K-2, K-3 and K-5 were pulled for discussion.

Regarding K-1: Councilmember Perello made a correction to the November 15, 2016 meeting minutes (should have said "fiscal year," not "calendar year").

Regarding K-4: Councilmember Perello inquired whether the purchase of the tires included installation (the Public Works Director confirmed that installation is included).

Regarding K-3: Councilmember Perello asked if the CCTV cameras work (the Development Services Director confirmed that the cameras do work). Mayor Flynn inquired about the funding source (the Development Services Director stated that it is the Gold Coast Transit District allocation).

Regarding K-5: Councilmember Perello asked if the firefighters can install the pads for the new generators to save money, and if the old generators have any scrap value. Discussion ensued among Council and staff.

Comments were received from Larry Stein and Daniel Chavez Jr. Discussion ensued among Council and staff.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Regular City Council Minutes of November 15, 2016; Regular Housing Authority Minutes of June 14, 21, 28, July 12, 19, 26, September 6, 13, 20, October 4, 11, 18, 25, November 1 and 15, 2016; Special Housing Authority Minutes of June 14 and 15, 2016. Regular Financing Authority Minutes of September 6, 13, 20, October 4, 11, 18, 25, November 1, 15 and 29, 2016; Regular Community Development Commission Successor Agency Minutes of October 18, 25, November 1, 15 and 29, 2016.
RECOMMENDATION: Approve Regular City Council Minutes of November 15, 2016; Regular Housing Authority Minutes of June 14, 21, 28, July 12, 19, 26, September 6, 13, 20, October 4, 11, 18, 25, November 1 and 15, 2016; Special Housing Authority Minutes of June 14 and 15, 2016. Regular Financing Authority Minutes of September 6, 13, 20, October 4, 11, 18, 25, November 1, 15 and 29, 2016; Regular Community Development Commission Successor Agency Minutes of October 18, 25, November 1, 15 and 29, 2016.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance 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, which are described on the attached list: (A) SM Tires for purchase of wheels and tires for 950K Caterpillar Wheel Loads at Del Norte Facility ($42,782).

Development Services Department

3. SUBJECT: Trade Services Agreement with Weiser Security Services Inc. for Security for Oxnard Transit Center (OTC).
RECOMMENDATION: That City Council approve the award and authorize the Mayor to execute a trade services agreement with living wage to Weiser Security Services, Inc., beginning December 7, 2016, for security patrol services for up to three years at the Oxnard Transit Center (OTC) at 201 East Fourth Street in the estimated amount of $190,467 for the first year and is not to exceed $220,000, for a three-year estimated total of $582,905 (Agreement No. A-7919).

4. SUBJECT: Gold Coast Transit District Lease at 201 E. Fourth Street.
RECOMMENDATION: That City Council: 1) Approve a lease in the estimated amount of $271,575 with Gold Coast Transit District (GCTD) for 10 years beginning January 1, 2017, and ending December 31, 2026, for Suite 103A at the Oxnard Transit Center (OTC) at 201 East Fourth Street (Agreement No. A-7907) and 2) Approve a special budget appropriation to increase the lease revenue for Fiscal Year (FY) 2016-17 for the OTC operating budget by $15,780 resulting in a new total of $208,753.

Fire Department

5. SUBJECT: Additional Appropriation for Fire Station Generators.
RECOMMENDATION: That City Council approve the additional appropriation of $60,000 from the Community Development Block Grant (CDBG) reprogrammed funds from prior year completed projects to Annual Action Plan 2016-17 Capital Improvement Project Fire Station Generators, for Stations 1, 2, 3 and 5; and The City Manager or designee to execute the grant agreement.

6. SUBJECT: Authorization to Submit Two FEMA Grants.
RECOMMENDATION: That City Council adopt **Resolution No. 14,979** authorizing: the submittal of two grant applications by the City Manager, one application for a Light & Air Emergency Response Vehicle and a second application for Leadership Training; the City Manager or designee to execute grant agreements; the Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee to submit non-financial reports.

It was moved by Councilman MacDonald, seconded by Mayor Flynn, to approve the Information/Consent Agenda items as presented, with the stated amendment to the November 15, 2016 meeting minutes (Item K-1). VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor (Madrigal abstained on K-1). The motion carried 4-0-1 on Item K-1; and 5-0 on Items K-2 through K-6.

L. PUBLIC HEARING

Housing Department

1. SUBJECT: Extremely-Low to Low-Income Needs Assessment FY2017-18 AAP.

RECOMMENDATION: That City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness for the preparation of the FY2017-18 Annual Action Plan.

The City Clerk presented the affidavit of publication and reported that three written communications had been received.

The Housing Director gave a report. Mayor Flynn opened the public testimony portion of the public hearing.

Public comments were received from Steve Nash, Cynthia Gonzalez, Larry Stein, and George Miller. Councilmember Perello, 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. No action was taken.

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

N. REPORTS

City Attorney Department

1. SUBJECT: Marijuana Code Amendment.
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Section 7-282 of the City Code to provide that indoor marijuana cultivation in compliance with state law is not prohibited.

The Assistant City Attorney gave a report.

Public comments were received from Steve Nash, Lucy Cartagena Martinez, Daniel Chavez Jr., Dan Pinedo, and George Miller.

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

Finance Department

2. SUBJECT: External Auditor Contract Amendment.
RECOMMENDATION: That the City Council: 1) Appropriate an additional $84,145 for costs associated with the State Controller's review of the FY 2014-15 Single Audit, 2) Authorize the City Manager to sign a letter acknowledging that Eadie & Payne, LLP., will bill the City for the cost of producing documents in response to a subpoena related to the Measure M litigation, and 3) Appropriate an additional $5,000 for costs associated with responding to the subpoena related to the Measure M litigation.

The Chief Financial Officer gave a report and introduced Eden Casareno, partner with Eadie & Payne, who gave a report. Discussion ensued among Council, staff, and Ms. Casareno.

Public comments were received from Steve Nash, Daniel Chavez Jr., and George Miller.

Further 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; Councilmember Perello voted against. The motion carried 4-1.

3. SUBJECT: Formation of Wagon Wheel Community Facilities District.
   RECOMMENDATION: That City Council adopt **Resolution No. 14,980**: 1) Authorizing the California Statewide Communities Development Authority ("CSCDA") to form a Community Facilities District within the City of Oxnard to finance certain improvements, services, and development impact fees; 2) Incorporating a Joint Community Facilities Agreement setting forth the terms and conditions of the Community Facilities District financing; 3) Approving an Acquisition Agreement between the City and the Developer; and 4) Authorizing City staff to cooperate with CSCDA and its consultants in connection with the Community Facilities District formation and financing

The Financial Services Manager gave a report.

Public comments were received from Larry Stein, Gerard Kapuscik, Daniel Chavez Jr., and Steve Nash.

Discussion ensued among the Council, staff, and Tony Telemonte, developer of The Village at Wagon Wheel.

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

R. ADJOURNMENT

There being no further business, and without objection, Mayor Flynn adjourned the meeting at 11:28 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

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

DATE: January 24, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Consent to Sublease of the Boys and Girls Club

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

RECOMMENDATION:

That City Council approve the request of the Boys & Girls Club of Oxnard, and authorize the City Manager to issue the City's written consent therefore pursuant to the Ground Lease Agreement dated August 11, 1998 (as amended by A-7649), to sublet a portion of the clubhouse at 1900 W. Fifth Street to a qualified licensed preschool operator.

BACKGROUND

On August 11, 1998, the City Council approved a Ground Lease Agreement (Ground Lease) with the Boys & Girls Clubs of Oxnard and Port Hueneme (B&G) for the easterly portion of Southwest Community Park (1900 West Fifth Street) for a term of 35 years with three ten-year extension options. The Ground Lease permitted B&G to construct its clubhouse and administrative center at the 1900 West Fifth Street location (Clubhouse). In 2014, the City Council approved the First Amendment to the Ground Lease (A-7649), which amended the scope of services and programs B&G could provide, organize and maintain at the Clubhouse to include, among other uses and services, a preschool center "for children 3 to 6, as licensed by the State of California." B&G's board of directors now desires to sublet a currently unused portion of the Clubhouse to a qualified licensed preschool operator.

Section 9.1 of the Ground Lease allows B&G to sublet all or a portion of the Clubhouse, subject to the written consent of the City. In that the Ground Lease, as amended, acknowledges that the proposed sublease is consistent with the services and programs supported by the Boys & Girls

Clubs of America, staff recommends that Council consent to the sublease request and authorize the City Manager to issue written consent on the City's behalf.

The County Department of Airports has expressed concern about the sublease to a preschool operator. However, the sublease is consistent with the broader use of the property for the purposes of the Boys and Girls Club under the 1998 Ground Lease. Approval of written consent for the sublease at this time is not a land use approval that would trigger review by the County Department of Airports.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

There is no financial impact associated with the sublease.

ATTACHMENTS:

Attachment A - Boys & Girls Club 1998 Ground Lease Agreement

Attachment B - First Amendment to Ground Lease Agreement

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Agreement") is made, effective this ____ day of ______________, 1998, between THE BOYS & GIRLS CLUB OF OXNARD, a non-profit corporation ("the Tenant"), and THE CITY OF OXNARD, a municipal corporation ("the Landlord").

W I T N E S S E T H :

In consideration of the agreements hereinafter contained, the Landlord and Tenant agree as follows:

SECTION 1 - PREMISES

1.1 Land. Subject to and under the terms of this Agreement, the Landlord hereby demises and lets to the Tenant and the Tenant hereby leases from the Landlord, all of the Landlord's right, title and interest in and to approximately 28,000 square feet of real property situated in the City of Oxnard, County of Ventura, in the easterly portion of the City's Southwest Community Park (the "Land"). The exact location of the Land will be determined by mutual agreement, subject to the Landlord's planning process for the Improvements. This Lease confers no benefits or privileges with respect to property in the public park, other than the Land. The Tenant shall have the same rights as, and shall be subject to the same restrictions as, the general public with respect to use of the public park.

1.2 Improvements, Parking Lot, Landscaping.

(a) The Tenant will construct improvements on the Land (the "Improvements"). The Improvements are described on Exhibit A hereto. The Tenant will construct a parking lot on the public property surrounding the Land ("Parking Lot"). The size of the Parking Lot will be determined by the Landlord's planning requirements for the Improvements and by the Landlord's projected parking needs for public park purposes. During the term of this Lease, the Tenant shall have a non-exclusive right to use the Parking Lot for ingress, egress, and vehicle parking only, for the Tenant's activities and programs at the Premises. The Tenant will also install landscaping immediately surrounding the Improvements (the "Landscaping"). The Landlord shall perform maintenance of the Landscaping in accordance with City standards. The Landlord and the Tenant shall pay for maintenance of the Landscaping, according to a formula to be agreed upon prior to issuance of a certificate of occupancy for the Improvements. If the Landlord and the Tenant are not able to agree upon a formula for payment for maintenance, the dispute shall be submitted to arbitration under the rules of the American Arbitration Association for commercial arbitration.

(b) The Improvements, the Landscaping and the Parking Lot will be constructed in accordance with all City codes and standards. The Tenant shall obtain at the Tenant's expense all permits and entitlements required by the City or any other agency in connection with construction of the Improvements, Landscaping and Parking Lot. The plans for the Improvements, Landscaping and Parking Lot must be approved in accordance with usual City procedures. The Tenant will provide the Landlord with a performance bond executed by a corporate surety acceptable to the Landlord, in a sum equal to the City Engineer's estimate of the cost of completion of the Improvements, Landscaping and

Parking Lot, ensuring the completion of the Improvements in accordance with the approved plans and specifications.

(c) The Improvements, Landscaping and Parking Lot shall be complete, and the Tenant shall have received a certificate of occupancy, no later than December 31, 2000, or the Tenant shall be deemed to have committed an Event of Default under this Agreement, as described in Section 17.1(b), and the Landlord shall be entitled to exercise all remedies available under Section 17 and by law. Nothing in this Agreement obligates the Landlord to issue a certificate of occupancy or to otherwise exercise its police power in any particular manner.

(d) The Landscaping and Parking Lot shall, after construction and acceptance by the City, become public property. The Tenant reserves title to the Improvements and severs ownership of the Improvements from the Land. Notwithstanding such reservation and severance, the terms of this Agreement will govern the use, operation and transfer of the Improvements and the exercise of the Tenant's and the Landlord's rights with respect thereto. On termination of the Term, whether by expiration of time or as otherwise herein provided, title to all Improvements will pass in fee simple absolute from the Tenant to the Landlord without compensation to the Tenant or the requirement of any additional action by the Landlord or the Tenant. The Landlord and the Tenant intend the Improvements to constitute real property for all purposes and do not intend to characterize the Improvements as personal property for any purpose.

1.3 Title Conditions. The Tenant accepts the condition of title to the Land.

1.4 Physical Condition. The Tenant accepts the Land in its present condition and without any representation or warranty of any kind by the Landlord, except that the Landlord hereby represents and warrants that the leasehold estate created by this Agreement is not subordinate or subject to the lien of any mortgage, assignment, encumbrance or other claim affecting all or any part of the Land created by or resulting from any action or failure to act by the Landlord other than liens for ad valorem taxes and other similar claims arising by operation of law. The Tenant has satisfied itself as to the environmental condition of the Land, and as to the existence or nonexistence of any toxic or hazardous materials or conditions. The parties intend that the Landlord transfer and the Tenant accept the Land in an "AS IS" condition "WITH ALL FAULTS."

SECTION 2 - TERM

2.1 Term.

(a) The term of this Agreement is thirty-five (35) years and will commence at 12:01 a.m. on April 1, 1998 and terminate at 12:00 midnight on April 1, 2033, unless sooner terminated as herein provided.

(b) Provided that the Tenant is not then in default under this Agreement, the Tenant shall have the option to extend the term of this Agreement three times, for ten (10) years each time, on the same terms and conditions as the original Agreement, by providing to the Landlord written notice of intent to extend, at least thirty (30) days prior to the expiration of the initial term.

(c) If the Tenant exercises all its options to renew, at the expiration of the Term, the Landlord and The Tenant may further extend the term of the Agreement on mutually agreed terms similar to those in this Agreement, with a view toward continuing and enhancing the use for Boys and Girls Club purposes and for public purposes.

2.2 Nonterminability. Except as expressly provided in Section 14 of this Agreement, the Tenant will have no right to terminate this Agreement or to quit, abandon or surrender the leasehold estate hereby created or all or any part of the Land or to be released, relieved or discharged from any obligation or liability hereunder for any reason, including, without limitation, any damage to or destruction of all or any part of the Improvements, any interference with the use or possession of all or any part of the Land or Improvements, any acquisition by the Tenant of ownership of any reversionary estate or remainder interest covering all or any part of the Land, any default or other breach by the Landlord of the terms of this Agreement, the occurrence of any act which renders the performance by the Landlord or the Tenant of this Agreement impossible or frustrates the use of the Land or Improvements for any purpose, any force majeure or any action or threatened action of any court, administrative agency or other governmental authority.

2.3 Prorations. If the commencement date or the expiration date of the Term is a date other than the first day of a month, the installment of Rent for the month in which such date occurs will be prorated based on a thirty (30) day month. If any charge comprising Additional Rent, as defined in paragraph 3.1 hereinbelow, is computed for a term beginning before the commencement date or extending beyond the expiration date of the Term, the charge will be prorated between the Landlord and the Tenant based on a three hundred sixty (360) day year.

SECTION 3 - RENT

3.1 Minimum Rent/Rent. The Tenant agrees to pay to the Landlord throughout the Term as Minimum Rent the sum of Ten Dollars ($10.00) per annum, payable in arrears at the end of each year of the Term. All other monetary charges payable by the Tenant hereunder shall be deemed to be Additional Rent. The term "Rent" as used herein means Minimum Rent and Additional Rent.

3.2 Net Rent. The Rent payable by the Tenant hereunder will be absolutely net to the Landlord throughout the Term. Rent will be paid by the Tenant to the Landlord without prior notice, demand, setoff, counterclaim, abatement, deduction, defense or deferment and, except as otherwise provided in Section 14, the Tenant will have no right to reduce, abate or defer the Rent payable hereunder for any reason whatsoever. All costs associated with the construction, operation and maintenance of the improvements shall be borne by Tenant, including possessory interest taxes, utility payments, income taxes and all other taxes and Impositions, as defined in Section 5.2 below.

3.3 Utilities Charges. Included in the obligations of the Tenant to pay Rent is the obligation to pay utilities charges. Utilities charges are all charges for water, sewer, gas, heat, light, power, telephone service, electricity, refuse collection and other utility and communication services rendered or used on or about all or any part of the Land or the Improvements and all other similar costs and expenses relating to the use, operation and maintenance of the Land or the Improvements.

SECTION 4 - USE

4.1 Use. The uses of the Land described in Exhibit B have been determined by the Landlord and the Tenant as uses which directly and indirectly benefit the public and the public park in which the Land is located. Accordingly, the Tenant is hereby granted the right to occupy and use the Land only for the purposes described herein in Exhibit B, subject only to such restrictions as are imposed herein and in Exhibit B or are imposed by Legal Requirements, as defined in Paragraph 7 hereinbelow. The Tenant shall not carry on any activities at the Premises which involve the use of hazardous material as defined by federal or State law. The Landlord and the Tenant may, upon mutual written agreement, alter the uses described on Exhibit B, so long as the alterations are consistent with and contribute to the public and public park use.

4.2 Obligation to Use. The Tenant is affirmatively obligated to use the Land and Improvements for the purposes stated in Exhibit B, and the Tenant shall be deemed to have committed an Event of Default under the provisions of this Agreement if the Tenant does not so use the Land and Improvements.

4.3 Quiet Enjoyment. So long as the Tenant observes and performs all of the terms of this Agreement, the Landlord warrants the peaceful and quiet occupation and enjoyment of the Land by the Tenant free and clear of interference by any Person claiming under the Landlord. The Tenant hereby grants to the Landlord, its agents and representatives, the right to enter and inspect the Land and Improvements at reasonable times with prior reasonable notice. The Landlord has no duty to make any such inspection and will not incur any liability or obligation with respect to any state of facts which are or might have been discovered by reason of any such inspection.

4.4 Person(s). For purposes of this Agreement, the term "Person(s)" includes any individual, corporation, association, trust, partnership, joint venture or any government or agency or political subdivision thereof.

SECTION 5 - IMPOSITIONS

5.1 Payment. Throughout the Term, the Tenant will pay or cause to be paid all Impositions directly to the charging authority promptly as the same become due, prior to the time penalties or interest attach thereto and before nonpayment gives rise to a lien on the Land or the Improvements. The Landlord will have no responsibility of any kind with respect to any Imposition.

5.2 Impositions. All taxes (including, without limitation, sales and use taxes), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed during the Term), water, sewer and other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including all interest and penalties thereon), which at any time during the Term may be assessed, levied, confirmed or imposed on the Land, the Improvements or any interest therein or against the Tenant or the Landlord in connection therewith. The term "Impositions" specifically excludes all income, estate, succession, inheritance, transfer or franchise taxes imposed against the Landlord, the Rent paid to the Landlord or the

Landlord's interest in the Land; provided, that if during the Term, taxes in the nature of real or personal property ad valorem taxes are levied on the Rent paid hereunder in lieu of all or any portion of the Impositions which the Tenant would otherwise be obligated to pay, such taxes will be included in the meaning of the term "Impositions."

5.3 Conversion to Installments. If permitted by law, the Tenant will have the right to apply for conversion of Impositions to installment payments. The Landlord agrees to permit the application for such conversion to be filed in the Landlord's name, if necessary, and agrees to execute all documents reasonably requested by the Tenant in connection therewith.

5.4 Proration. All Impositions (excluding Impositions which have been converted to installment payments during the Term), which are payable during the final year of the Term will be apportioned pro rata between the Landlord and the Tenant. Impositions which have been assessed during the Term and converted to installment payments will be paid in full by the Tenant on the termination of the Term.

5.5 Right to Contest. The Tenant will have the right to contest the validity, amount or application of any Imposition by diligent pursuit of appropriate legal proceedings conducted at the Tenant's expense. If required by law, the Landlord agrees that such proceedings may be conducted in the name of the Landlord, and the Landlord agrees to execute and deliver all documents which are reasonably requested by the Tenant in connection therewith. If at any time the Land, the Improvements or any part thereof becomes subject to forfeiture, or the Landlord becomes subject to liability arising from nonpayment of any Imposition, the Tenant will promptly pay the disputed Imposition or deposit with the Landlord such collateral or other assurances as might be reasonably required by the Landlord to protect the Land, the Improvements and the Landlord from liability or forfeiture by reason of nonpayment.

5.6 Refunds. The Landlord agrees that any refunds or rebates of Impositions previously paid by the Tenant pursuant to the provisions of this Agreement will belong to the Tenant. The Landlord agrees to sign such receipts and other documents as might be reasonably requested by the Tenant to obtain payment of such refunds.

5.7 Evidence of Payment. The Tenant agrees to furnish to the Landlord within ten (10) days after the date when any Imposition would have become delinquent, receipts or other appropriate evidence of payment of such Imposition.

SECTION 6 - REPAIRS, ALTERATIONS, ADDITIONS

6.1 Maintenance and Repair. Throughout the Term the Tenant will maintain the Land and Improvements in good and clean order and condition, and will promptly make all repairs, renewals and replacements (whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen), necessary or appropriate to maintain the Land and Improvements in at least as good condition as their original condition, reasonable wear and tear excepted. All repairs, replacements and renewals will be reasonably equal in quality to the original Improvements. All such actions will be performed at the expense of the Tenant and the Landlord will not be required to maintain, alter, repair, rebuild or replace all or any part of the Land or the Improvements in any way. The Tenant expressly waives any right to make repairs at the expense of the Landlord which might be provided for in any law now or hereafter in effect.

6.2 Alterations and Additions. If no Event of Default has occurred and is continuing, the Tenant may make additions to and alterations of the Improvements (and may partially demolish the Improvements); provided that any such additions and alterations; (a) will not weaken or impair the structural strength of the Improvements (except in the event of demolition and replacement) or reduce the fair market value of the Land and Improvements below the fair market value which existed immediately before such alteration or addition, or impair the usefulness of the Land and Improvements; (b) are effected with due diligence, in a good and workmanlike manner and in compliance with all Legal Requirements; and (c) are promptly and fully paid for by the Tenant. Title to all such additions and alterations and to all new Improvements constructed on the Land will vest in the Landlord on the expiration or sooner termination of the Term.

6.3 Landscaping and Parking Lot. As set forth in paragraph 1.2(a) hereinabove, Tenant will contribute to the cost of maintaining the Landscaping, pursuant to the formula adopted by the parties. The Tenant will also keep the Landscaping and Parking Lot reasonably clean and clear of litter, debris and trash on a daily basis, with consideration to the fact that the Tenant does not operate all day every day. At such time as the public park in which the Parking Lot is located is fully operational, the Landlord and the Tenant will negotiate a maintenance agreement which reflects the fact that the general public contributes to the need for daily maintenance and clean up.

6.4 Utility Charges. Throughout the Term the Tenant will pay all Utility Charges before the same become delinquent and the Landlord will have no obligation with respect thereto.

SECTION 7 - LEGAL REQUIREMENTS

7.1 Compliance. The Tenant agrees to comply with all Legal Requirements throughout the Term at the Tenant's expense. The Landlord will have no responsibility of any kind with respect to any Legal Requirements.

7.2 Legal Requirements. Legal Requirements are all laws, statutes, codes, ordinances, orders, judgments, decrees, instructions, rules, regulations, permits, licenses, authorizations, directions and requirements of all agreements with all federal, state and local governments, agencies and officials, foreseen and unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to all or any part of the Land or the Improvements or to any use or condition of all or any part of the Land or the Improvements or to the Landlord or the Tenant.

7.3 Permitted Contest. The Tenant will have the right to contest the validity or application of any Legal Requirement by diligent pursuit of appropriate legal proceedings conducted at the Tenant's expense. Any such contest may be brought in the name of the Landlord if required by law, and the Landlord agrees to execute and deliver such instruments as are reasonably requested by the Tenant to facilitate such contest. If allowed by law, the Tenant may delay compliance with the contested Legal Requirement until final determination of the contest; provided, that if the failure of the Tenant to comply with the disputed Legal Requirement will subject the Land, the Improvements or any part thereof to forfeiture or the Landlord to liability arising from such noncompliance, the Tenant will promptly comply with the Legal Requirement or deposit with the Landlord such collateral or other assurance as might be reasonably required by the Landlord to protect the Land, the Improvements and the Landlord from liability or forfeiture by reason of such noncompliance.

7.4 Evidence of Compliance. The Tenant agrees to furnish to the Landlord within ten (10) days after the Landlord's written request therefor such permits, orders, certificates or other documents as might be reasonably requested by the Landlord to evidence compliance with Legal Requirements applicable to the Land, the Improvements or the Landlord.

SECTION 8 - LIENS; FIRST MORTGAGE

8.1 Liens. The Tenant will not directly or indirectly create or permit to be created or to remain any lien, encumbrance or claim affecting the Land or the Landlord's interest under this Agreement other than: (a) the leasehold estate created by this Agreement and the rights, if any, of present and future subtenants of the Tenant hereunder; and (b) liens for Impositions not yet due or payable or which are the subject of a contest as permitted by Section 5.4. In the event of the filing of any such claim against the Landlord, the Land or the Landlord's interest hereunder, the Tenant will cause the same to be discharged of record at the Tenant's expense within ninety (90) days after written notice from the Landlord. The Tenant will have the right to contest any such claim by diligent pursuit of appropriate legal proceedings which may be conducted by the Tenant at the Tenant's expense in the name of the Landlord, if legally required. If at any time during the contest of such claim the Land, or the Landlord's interest hereunder becomes subject to forfeiture, or if the Landlord becomes subject to liability arising from nonpayment of the same, the Tenant will promptly pay the disputed claim or will deposit with the Landlord such collateral or other assurances as might be reasonably required by the Landlord to protect the Land, the Landlord's interest hereunder and the Landlord from liability or forfeiture by reason of such claim.

SECTION 9 - SUBLETTING

9.1 Tenant's Right to Sublet. The Tenant will not have the right to sublet all or any portion of the Land and/or the Improvements without first obtaining the written consent of the Landlord. Such consent shall not unreasonably be withheld; however, in determining whether consent will be granted, the Landlord may consider, in addition to all other appropriate factors, the public purposes for which this Agreement is entered, and whether subletting furthers such purposes.

9.2 Attornment of Subtenants. The Tenant agrees that each sublease entered into by the Tenant during the Term will contain a provision whereby the subtenant agrees to attorn to the Landlord In the event of the termination of this Agreement. Within thirty (30) days after written demand, but not more often than once each year, the Tenant will furnish to the Landlord a schedule, certified as correct by the Tenant, setting forth all subleases then in effect including the names of the subtenants thereunder, a description of the demised premises and the amount of annual rent payable by each subtenant.

9.3 Nondisturbance Agreements. The Landlord agrees that the Landlord will execute and deliver from time to time within ten (10) days after each written request by the Tenant, agreements among the Tenant, the Landlord and any subtenant to the effect that a termination of this Agreement and the leasehold estate hereby created will not terminate the sublease between the Tenant and the subtenant provided that: (a) the terms of the sublease between the Tenant and the subtenant represent a good faith effort by the Tenant to lease the demised premises at rental rates and on terms prevailing in the Oxnard market at the time of execution of such sublease; (b) all expenses of preparing any such nondisturbance agreement will be paid by the Tenant or the subtenant; and (c) the Landlord will incur no obligations to the subtenant under the terms of the nondisturbance agreement other than the terms hereafter set forth in this Section 9.3. To the extent that the Landlord has entered into such nondisturbance agreements with any subtenant, the sublease which the subtenant holds on the termination of this Agreement will be deemed to constitute a direct lease between the Landlord and the subtenant and will have the same force and effect as if the Landlord had originally entered into the sublease as the landlord thereunder. The Landlord further agrees that the Landlord will not name any subtenant holding a nondisturbance agreement executed by the Landlord in any action to terminate this Agreement or to exercise any other relief to which the Landlord might be entitled hereunder.

SECTION 10 - TENANT'S TRANSFER

10.1 Tenant's Transfer. The Tenant may not transfer all or any part of its interest hereunder without the prior written consent of the Landlord. In determining whether to give consent, the Landlord may consider the financial condition of the proposed transferee and the Landlord may consider whether the proposed transfer furthers the public purposes for which this Agreement is executed.

SECTION 11 - LANDLORD'S TRANSFER

11.1 Right to Transfer. The Landlord will have the right at any time and from time to time during the Term to sell, convey, transfer and assign all or any portion of the Landlord's interest in this Agreement, the Land or the Improvements, so long as such transfer does not impair Tenant's rights under this Agreement. In the event the Landlord elects to enter into one or more such transfers, the Landlord agrees to deliver to the Tenant true and complete copies of the instrument or instruments effecting each such transfer within thirty (30) days after the effective date of such transfer.

11.2 Attornment. The Tenant agrees to accept and attorn to the transferee of the Landlord's interest hereunder as if such transferee had been the party named as the original Landlord in this Agreement.

SECTION 12 - INDEMNITY; INSURANCE

12.1 Indemnity. The Tenant agrees to protect, indemnify and hold harmless the Landlord against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the Landlord or asserted against the interest of the Landlord in the Land, the Improvements or this Agreement which do not result from the willful act or gross negligence of the Landlord, its agents, contractors, employees, licensees and invitees and which arise by reason of: (a) any injury to or death of any person or any damage to property located in or on the Land or Improvements; (b) any use, condition or state of repair of all of any part of the Land or Improvements; (c) any failure by the Tenant to perform the obligations of the Tenant under this Agreement; or (d) any act on the part of the Tenant or any of the Tenant's agents, contractors, employees, licensees or subtenants. If any action, suit or proceeding is brought against the Landlord by reason of any such occurrence, the Tenant, promptly after the written request of the Landlord, will defend such action, suit or proceeding at the Tenant's expense with legal counsel designated by the Tenant which is reasonably acceptable to the Landlord.

12.2 Insurance. The Tenant shall obtain and maintain during the Term the insurance coverages as specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the City Manager or designee.

12.3 Policy Provisions. All insurance maintained by the Tenant pursuant to Section 12.2 will: (a) name the Landlord and the Tenant as insureds as their respective interests appear; (b) include an effective waiver by the insurer of all rights of subrogation against any named insured; (c) provide that the coverage afforded by such policies will not be canceled by the insurer without prior written notice to the Landlord; and (d) be issued by companies and in forms reasonably satisfactory to the Landlord in all other respects.

12.4 Delivery of Policies. Promptly after the execution of this Agreement and continuously thereafter during the Term, the Tenant will deliver to the Landlord true and correct copies of all insurance policies required by this Agreement together with appropriate evidence of payment of the premiums therefor, and such other evidence of coverage as may be required by the City Manager or designee.

12.5 Approval by City Manager. All insurance coverages are subject to approval by Landlord's City Manager or designee as to, inter alia, terms, amount of deductible, naming of beneficiary, and rating of the insurer. This Agreement will not become effective until the City Manager has reviewed and accepted all Tenant insurance coverage, which shall be signified by the City Manager's signature on this Agreement. The Tenant shall not change or reduce any insurance coverage required hereunder without the prior written consent of the City Manager.

12.6 Insurance a Material Term. Maintenance of proper insurance coverages by The Tenant is a material element of this Agreement. The Tenant's failure to maintain or renew insurance coverages or to provide evidence of coverage may be considered an Event of Default under this Agreement.

SECTION 13 - DAMAGE AND DESTRUCTION

13.1 Notice. In case of damage to the Improvements in excess of One Hundred Thousand Dollars ($100,000.00), the Tenant will promptly give written notice thereof to the Landlord describing the nature and extent of the casualty.

13.2 Restoration. If the Improvements are damaged or destroyed during the Term, the Tenant will as soon as practicable after the casualty restore the Improvements to substantially the condition which existed immediately prior to such damage or destruction. The Tenant will not be entitled to any offset or abatement in Rent or to any termination or extension of the Term as a result of deprivation or limitation of use of the Improvements occasioned by any casualty, or by repairs or replacements required by this Section 13.2; however, failure of the Tenant to restore the Improvements shall be an Event of Default under this Agreement, which will entitle the Landlord to exercise its remedies for Default.

13.3 Insurance Proceeds. Insurance proceeds will be applied by the Tenant to the payment of the costs of restoration as such costs are incurred. After full payment of all costs of restoring the Improvements, any balance of insurance proceeds will be paid to the Tenant.

SECTION 14 - EMINENT DOMAIN

14.1 Total Taking. If, during the Term, all of the Land and the Improvements are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, or if less than all of the Land and the Improvements are taken, but the Improvements cannot be restored to an economically useful unit, this Agreement will terminate on the date of vesting of title to the Land and Improvements in the condemnor. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Section 14.6 of this Agreement.

14.2 Partial Taking. If less than all of the Land and the Improvements are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, and the Improvements can be restored to an economically useful unit, this Agreement will not terminate but will continue in full force and effect for the remainder of the Term with respect to that portion of the Land and the Improvements which is not the subject of the taking. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Section 14.6 of this Agreement. In such event, the Tenant agrees, at the Tenant's expense, to restore that portion of the Improvements not so taken to a complete architectural unit of substantially the same usefulness, design, construction and character as the Improvements existing before such taking. For the balance of the Term, a just and appropriate part of the Rent, according to the nature and extent of the taking, will be abated.

14.3 Temporary Taking. If all or any portion of the Land or the Improvements is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period, this Agreement will not terminate and the Tenant will continue to perform all of the Tenant's obligations hereunder as though such taking had not occurred (except to the extent that the Tenant is prevented from doing so by reason of such taking; provided, in no event will the Tenant be excused from the payment of Rent and all other charges required to be paid by the Tenant under this Agreement). In the event of such taking, the Tenant will be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise) and the Landlord hereby assigns such award to the Tenant, unless the period of governmental occupancy extends beyond the termination of the Term, in which case the award will be apportioned between the Landlord and the Tenant. The

Tenant agrees to restore the Improvements to the condition which existed prior to such taking at the Tenant's expense at the termination of any such governmental occupancy.

14.4 Minor Taking. A taking of any bridge, vault, easement or portion of the Improvements projecting into any public way will not be deemed a taking of any part of the Land or the Improvements for the purposes of this Section 14, and this Agreement will not be affected by any such taking..The Tenant will be entitled to receive any award made for any such taking and will make any alteration to the Improvements required by such taking at the Tenant's expense.

14.5 No Abatement of Rent. In the event of the termination of this Agreement as a result of any total or partial taking of the Land, the Rent payable by the Tenant will not be abated.

14.6 Apportionment of Award. If all or a portion of the Land and/or the Improvements are taken as contemplated by Sections 14.1 or 14.2, the Landlord and the Tenant agree to request the court conducting any proceeding in connection therewith to make separate awards to the Landlord and the Tenant as to their respective interests in the Land and the Improvements. If for any reason the court is unwilling or unable to make such separate awards, the Landlord and the Tenant agree that the single award for any such taking will be apportioned in the following manner and paid in the following order:

14.6.1 Expenses. The award will first be applied to reimburse the Landlord and the Tenant for reasonable expenses (including, without limitation, attorneys' fees) incurred in connection with obtaining the award.

14.6.2 Restoration Costs. To the extent that the Tenant is obligated or elects to restore the Improvements, the award will next be applied to payment of the costs reasonably incurred by the Tenant in effecting such restoration.

14.6.3 Landlord's Cost. Any balance of the award remaining after the foregoing application will be allocated to the Landlord.

14.7 Arbitration. In the event the Landlord and the Tenant are unable to agree as to the amount of any abatement of Rent to which the Tenant might be entitled or the division of any award arising from a taking of all or a portion of the Land or the Improvements, on the written demand of either the Landlord or the Tenant, such abatement and/or division will be determined by arbitration in accordance with the rules of the American Arbitration Association for commercial arbitration.

14.8 Participation in Proceedings. The Landlord and the Tenant will each have the right at their respective expense to participate in any proceeding seeking to take all or any portion of the Land or the Improvements and any appeals which might be taken therefrom.

SECTION 15 - FEE MORTGAGES

15.1 Landlord's Mortgage. From time to time during the Term, the Landlord will have the right to execute one or more Fee Mortgages, subject to the following limitations:

15.1.1 Tenant's Rights. All rights acquired under any Fee Mortgage will be subject and subordinate to the rights of the Tenant under this Agreement and the holder of any Fee Mortgage will have no right to disturb the Tenant in the Tenant's possession of the Land and Improvements or to deprive the Tenant of any other right created for the benefit of the Tenant under this Agreement, except by reason of the Tenant's Default hereunder.

15.1.2 Nondisturbance. In the event of default under a Fee Mortgage, the Tenant will not be made a party in any proceeding to enforce any of the holder's rights thereunder and, on the succession of the holder of a Fee Mortgage to the rights of the Landlord, this Agreement will continue in force and effect as a direct lease from such holder to the Tenant.

15.1.3 Notices. Each Fee Mortgage will provide that the holder thereof, on serving the Landlord with any notice claiming a default in performance by the Landlord under the Fee Mortgage, will simultaneously serve a copy of such notice to the Tenant.

15.1.4 Confirmation. If so requested by the Tenant, the Landlord will cause to be executed and delivered to the Tenant at the Landlord's expense an instrument whereby the Landlord and the holder of the Fee Mortgage agree to be bound by the provisions of this Section 15.1.

15.2 Right of Refusal. To the extent that the preferential right to purchase any interest transferred by the Landlord created by Section 11.2 of this Agreement is in effect, the foreclosing holder of a Fee Mortgage will be deemed to be a transferee of an interest of the Landlord and will be bound to comply with the terms of Section 11.2.

15.3 Fee Mortgage. Fee Mortgage means a mortgage, security agreement, collateral assignment, trust indenture, or any other instrument creating a lien, security interest or other encumbrance-covering all or any part of the Landlord's interest in this Agreement, the Land or the Improvements and all increases, renewals, modifications, consolidations, replacements and extensions thereof.

SECTION 16 - LEASEHOLD MORTGAGES

16.1 The Tenant may not encumber its interest under this Agreement without the prior written consent of the Landlord, which consent shall not unreasonably be withheld.

SECTION 17 - DEFAULT; REMEDIES

17.1 Events of Default. The following events will be deemed to be Events of Default by the Tenant under this Agreement: (a) failure to pay any Rent or other sums payable by the Tenant hereunder when such sums become due; (b) failure to comply with any term of this Agreement to be observed by the Tenant; (c) abandonment of any portion of the Land or the Improvements; (d) the filing by or against the Tenant of any proceeding under the Federal Bankruptcy Act or any similar law; (e) the adjudication of the Tenant as bankrupt or insolvent in proceedings filed under the Federal Bankruptcy Act or any similar law; (f) the making by the Tenant of an assignment for the benefit of creditors; or (g) the appointment of a receiver or trustee for the Tenant or any of the assets of the Tenant.

17.2 Notice; Opportunity to Cure. On the occurrence of any Event of Default, the Landlord will have the option to declare the same to be a Default hereunder by written notice to the Tenant specifying the nature of such Default. In the event the Tenant, to the reasonable satisfaction of the Landlord, cures a Default arising from the events specified at Section 17.1(a) within ten (10) days after receipt of such notice, or cures a Default arising from the events specified at Sections 17.1(b) or (c) within thirty (30) days after receipt of such notice, or cures a Default arising from the events specified at Sections 17.1(d) through (g) within ninety (90) days after receipt of such notice, the Landlord and the Tenant will be restored to their respective rights and obligations under this Agreement as if no Event of Default had occurred.

17.3 Remedies. On the failure of the Tenant to cure a Default within the time provided, the Landlord will have the option to do any one or more of the following without any further notice or demand, in addition to and not in limitation of any other remedy permitted by law or by this Agreement:

17.3.1 Termination. The Landlord may terminate this Agreement, in which event the Tenant will immediately surrender the Land and the Improvements to the Landlord, but if the Tenant fails to do so, the Landlord may, to the maximum extent permitted by law, without notice and without prejudice to any other remedy the Landlord might have, enter and take possession of the Land and the Improvements and remove the Tenant and the Tenant's property therefrom.

17.3.2 Reletting. The Landlord may enter and take possession of the Land and the Improvements as the agent of the Tenant without terminating this Agreement and the Landlord may relet the Land and the Improvements as the agent of the Tenant and receive the rent therefor, in which event the Tenant will pay to the Landlord, on demand, any deficiency that might arise by reason of such reletting; provided, however, the Landlord will have no duty to relet the Land or the Improvements and the failure of the Landlord to relet the same will not release or affect the Tenant's liability for Rent or for damages.

17.3.3 Option to Perform. The Landlord may perform or cause to be performed the obligations of the Tenant under this Agreement and may enter the Land and the Improvements to accomplish such purpose. The Tenant agrees to reimburse the Landlord on demand for any expense which the Landlord might incur in effecting compliance with the terms of this Agreement on behalf of the Tenant.

17.4 No Waiver. No action by the Landlord during the Term will be deemed an acceptance by the Landlord of an attempted surrender of the Land or the Improvements. No re-entry or taking possession of the Land or the Improvements by the Landlord will be construed as an election by the Landlord to terminate this Agreement, unless a written notice of termination is signed by the Landlord. Notwithstanding any such reletting, re-entry or taking possession, the Landlord may at any time thereafter elect to terminate this Agreement for a previous Default. The acceptance by the Landlord or payment by the Tenant of Rent following the occurrence of an Event of Default will not be construed as the waiver of such Event of Default. No waiver of any Event of Default by the Landlord will be deemed to constitute a waiver of any other or future Event of Default hereunder. Forbearance by the Landlord to enforce one or more of the remedies herein provided will not be deemed to constitute a waiver of any Default. No provision of this Agreement will be deemed to have been waived by the Landlord unless such waiver is in writing signed by the Landlord. The rights and remedies granted to the Landlord in this Agreement are cumulative of every other right or remedy which the Landlord might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies. If the Landlord brings any action for enforcement of any right under this Agreement or if the Landlord places any amount payable by the Tenant hereunder with an attorney for collection, the party against whom any final judgment is rendered agrees to pay the reasonable attorney's fees and other expenses incurred by the prevailing party in connection therewith.

17.5 Surrender. On the expiration or sooner termination of the Term, the Tenant will quit and surrender the Land and the Improvements to the Landlord in good order and condition, ordinary wear and tear excepted. The Tenant may remove or cause to be removed from the Improvements any personal property, trade fixtures, furniture and equipment which can be removed without material damage to the Land or the Improvements. Any such property not so removed by the Tenant within ten (10) days after the termination of the Term will become the property of the Landlord and the Landlord is hereby authorized to dispose of any such property free and clear of any claim by the Tenant thereto.

17.6 Holding Over. If the Tenant continues to occupy the Land or the Improvements after the expiration or other termination of the Term, such holding over will, unless otherwise agreed by the Landlord in writing, constitute a tenancy at will at a daily rental equal to the greater of $1,000 per day or the fair market rental of similar properties used for similar purposes.

SECTION 18 - MISCELLANEOUS

18.1 Force Majeure. If either the Landlord or the Tenant is delayed or prevented from performing any term of this Agreement by reason of strikes, walkouts, inability to procure materials, failure of power, restrictive laws or regulations, riots, war or other reason beyond the party's control, then performance will be excused for the period of delay and the time for performance will be extended for a period equal to the period of such delay.

18.2 Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be deemed to have been given when delivered personally to the party or, when actually received if sent by registered or certified mail, postage and charges prepaid, addressed as follows:

To the Landlord:	Boys and Girls Club of Oxnard P.O. Box 220 Oxnard, CA 93032 Attention: Abe Olivares, Executive Director
With a copy to:	Same

To the Tenant:

City of Oxnard
300 West Third Street
Oxnard, CA 03030
Attention: City Manager

With a copy to:

Rupp, Holmberg & Zimmer
P.O. Box 1426
Oxnard, CA 93032-1426
Attention: Alan Holmberg, Esq.

18.3 Certificates. Either party will at any time and without charge, within ten (10) days after written request by the other, certify by written instrument as to: whether this Agreement has been supplemented or amended, and if so, in what manner; the validity of the Agreement as of the time the request is received; the existence of any Default by either party and any offsets, counterclaims or defenses on the part of the other party; the commencement and termination dates of the Term; and such other matters as might be reasonably requested. Such certification may be delivered to any mortgagee or purchaser, or prospective mortgagee or prospective purchaser, or to any other Person specified in the certificate. Information so communicated will be binding on the executing party and may be relied on by the party requesting the same and by the Person to whom the certificate is delivered.

18.4 Governing Law. This Agreement is being executed, delivered and is intended to be performed in Oxnard, California, and the substantive laws of the State of California will govern the validity, construction and enforcement of this Agreement.

18.5 Approvals. When approval by either the Tenant or the Landlord is required hereunder, such approval will not be unreasonably withheld. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be thirty (30) days after receipt of a written notice requesting such approval. If the party whose approval is required neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval of such action. If a party disapproves any action proposed by the other party hereunder, such disapproval will not be effective unless the reasons for such disapproval are stated in writing and provided to the party proposing the action.

18.6 Binding Effect. This instrument constitutes the entire agreement between the parties and may not be changed, modified, amended or supplemented except in writing, signed by both the Landlord and the Tenant. All other oral or written agreements, promises and arrangements in relation to the subject matter of this Agreement are hereby rescinded. This Agreement will be binding on each of the parties and their respective successors and permitted assigns. All Persons to whom any interest in this Agreement, the leasehold estate hereby created, the Land or the Improvements might be transferred in accordance with the terms of this Agreement will, by accepting such transfer, be bound by this Agreement to the same extent as if such transferee had been an original party hereto. This Agreement is intended to create rights between the Landlord and the Tenant and is not intended to confer rights on any other Person or to constitute such Person a third party beneficiary hereunder. If at any time the Landlord or the Tenant is comprised of more than one Person, this Agreement will be jointly and severally binding on each Person comprising the Landlord and the Tenant.

18.7 Execution. This Agreement may be executed in multiple counterparts with the same effect as if both parties had signed the same document. All counterparts will be construed together and will constitute one agreement. This Agreement will not be binding on or constitute evidence of an agreement until both parties affix their signature to a counterpart of this document.

18.8 Time. Time is the essence of this Agreement.

18.9 Merger. This Agreement and the leasehold estate hereby created will not merge with any other estate or interest in the Land or the Improvements by reason of the fact that the same Person might own or hold directly or indirectly: (a) the rights of the Tenant under this Agreement or the leasehold estate hereby created or any interest therein; and (b) any other estate or interest in all or any part of the Land or Improvements. No such merger will occur until such time as all Persons holding an interest in this Agreement and the leasehold estate hereby created and any such other estate or interest in the Land or Improvements or any part thereof join in a written instrument effecting such merger and duly record the same.

18.10 Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. The parties intend that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

18.11 Recording. The Landlord and the Tenant agree that this Agreement will not be recorded, but that a memorandum hereof will be executed and delivered within ten (10) days after the written request of either party, which memorandum may be recorded in Ventura County, California.

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SECTION 19 - CONSTRUCTION

19.1 Construction. The descriptive headings contained elsewhere in this Agreement are for convenience only and are not intended to define the subject matter of the provisions of this Agreement.

Landlord:

CITY OF OXNARD

By: ______________________
Dr. Manuel M. Lopez, Mayor

Attest:

By: ______________________
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

______________________ special counsel, for
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

____
James V. Fabian, Risk Manager

Tenant:

BOYS & GIRLS CLUB OF OXNARD

By: ______________________
Title: Executive Director

By: ______________________
Title: President

EXHIBIT A

An approximate 28,000 square foot multi-purpose activity building, constructed in accordance with all applicable City building standards and design review processes, containing a gymnasium, multi-purpose room, teen room, kitchen, arts and crafts room, activities room, and other amenities.

The building will be substantially similar to the design prepared by Ebbe Videriksen & Associates, Job No. 586, dated 9/9/97.

EXHIBIT B TO GROUND LEASE

USE OF PROPERTY

1. GENERAL HOURS OF OPERATION. The Tenant will open, staff and operate the Premises for Boys and Girls Club services for approximately 25 to 70 hours per week. At all other times the Premises shall be available for use by members of the general public under use agreements hereinafter described. In addition, the Landlord, as a City, will have the right to use the Premises as provided in this Exhibit. The Landlord and the Tenant will review the Tenant's proposed schedule of operations and activities at periodic intervals, to make certain that fair use of the Premises by Boys and Girls Club, the City and the general public is made available. If necessary, the parties will create written schedules pertaining to use and availability of the Premises.

2. SERVICES. The Tenant agrees to provide, organize, and maintain services and programs at the Premises. Supervised programs shall include those activities in accordance with guidelines provided by the Boys and Girls Cub of America manuals, Standards for Self-Evaluation, and Commitment to Quality, the provisions of which are incorporated by reference. Programs and services initially offered will include the following:

(a) Drop in Center - a low cost, safe environment for children when they are not in school;

(b) Everyday Programs - which offer opportunities for youth to build self-esteem, confidence and a sense of belonging;

(c) Athletic Facilities - an 8,000 square foot gymnasium plus a mat room;

(d) Activities Center - a large game room for social interaction between members in table tennis, billiards, foosball and other table games.

(e) Nutritional Center/Kitchen - where nutritional meals/snacks will be available at a low cost daily.

(f) Health Education/Community Room/Classroom - a place for health professionals to offer prevention services and health screening for the children from low-income families. A place where community groups can meet, and a room that can be used for "power hour", a homework/tutoring assistance program.

(g) Computer Learning Center - approximately 20 computers with Internet connections will help children improve their computer skills and their homework.

(h) Children's Theater - a theater for drama, dance and musical performances, with seating for 150 persons.

(i) Teen Center - a center for teens aging 13 - 18, with a safe, supervised environment.

(j) Cultural Arts and Crafts Center - where children have the opportunity to express their creativity in the arts.

(k) Special Interest Clubs - including biking, martial arts, card clubs, junior leaders, and many other areas of special interest.

(l) Drug, alcohol and teen pregnancy prevention program - provided through "Smart Moves", a nationally acclaimed program developed by Boys & Girls Clubs of America.

(m) Leadership and Citizenship Training - provided through National Keystone and Torch Club program and community services projects.

(n) Outdoor and Environmental Education - including hiking, camping, sailing and other high-adventure trips.

Tenant may add to or delete programs, all in accordance with the standards of the Boys and Girls Clubs of America set forth above.

3. NON-DISCRIMINATION

3.1 In connection with Boys and Girls Club programs and operations, Tenant shall make the Premises and services available to all persons 18 years of age and younger, and shall not discriminate against any person or group on the grounds of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and the cities of Oxnard and Port Hueneme.

4. SUPERVISION BY THE TENANT.

(a) The Tenant agrees to employ a director who shall be experienced and skilled in the management programs contemplated by this Agreement and who shall give full attention to the supervision of the operations of the Premises.

(b) The Tenant agrees to provide an Operational Plan which shall delineate persons, both staff and/or Board members' areas of responsibility in the daily functions of the Boys and Girls Club. The areas to be included in the Operational Plan are program supervision, janitorial services, building and grounds maintenance.

(c) Daily program supervision shall be provided by sufficient paid and volunteer workers qualified in personality, character, experience, education and training for leadership and guidance of the Tenant's program participants.

(d) The Tenant shall have an adult in attendance on the Premises during the hours of normal operation and at all events scheduled for evenings and weekends. This attendant shall be entrusted with the safety of participants and event attendees and be trained in procedures and standards established by the Boys and Girls Club of America.

5. USE AGREEMENTS. Members of the general public shall be permitted to use the Premises during hours other than those during which the Tenant operates programs for the Boys and Girls Club, as set forth in paragraphs 1 and 2 of this Exhibit. The Tenant shall not discriminate against any person or group on the grounds of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and the cities of Oxnard and Port Hueneme.

6. USE FEES. The Tenant may charge use fees for use of all or part of the Premises. Such fees shall be reasonable in amount, and shall be set to (a) maximize use by the public; (b) defray the direct cost of providing the Premises for the particular use; (c) contribute to the overall maintenance and operation of the Premises. A schedule of the Tenant's typical fees is attached to this Exhibit in Appendix 1. Tenant may waive rental fees in its discretion, for example, to accommodate charitable or non-profit groups.

7. RULES AND REGULATIONS. The Tenant shall prescribe reasonable rules, regulations and conditions of use of the Premises. These rules, regulations and conditions shall apply to all users of the Premises, and must be approved in writing by the Landlord. Such rules, regulations and conditions shall contain requirements that users other than the Landlord provide insurance coverage in amounts acceptable to the Landlord, and that the Landlord, its agents, employees, managers and city council members be named as additional insured on all policies of insurance. The Tenant's typical rules, regulations and conditions of use are attached to this Exhibit in Appendix 1.

8. USE BY THE LANDLORD. (a) The Tenant shall permit the Landlord to use the Premises at no charge, without liability to the Tenant, during the hours that the Tenant is not using the Premises, so long as such use does not interfere with regularly scheduled use by members of the public, under use agreements as set forth in paragraph 5.

(b) The Landlord may also use, free of charge, all or part of the Premises if such use does not conflict with the Tenant's use or rental use during normal hours of operation of Boys and Girls Club programs.

(c) The Landlord shall provide all support staff and other personnel necessary to carry on the Landlord's events and shall be responsible for all set up and clean up.

9. MEETING ROOMS. The Tenant shall make meeting rooms available free of charge for the City of Oxnard neighborhood council meetings, as long as at least five days advance notice is provided, and the room requested is not reserved for use at the time the request is made..

10. GENERAL CONDITIONS. The Tenant shall observe all laws, rules and regulations applicable to it by reason of the proximity of the Premises to the Oxnard Airport. The Tenant will carry on its activities at the Premises with due regard for the rights of persons in neighboring areas to privacy and freedom from excessive noise. The parking lot will be used for parking, ingress and egress activities only and will not be used for recreational or storage purposes.

11. ARBITRATION. In the event that the Landlord and the Tenant disagree as to the reasonableness of use schedules, use fees or use regulations, or any other matters covered by this Exhibit, they shall submit their dispute to arbitration under mutually agreed upon terms, or, if they cannot agree on terms, under the rules and procedures of the American Arbitration Association for commercial arbitration.

APPENDIX 1

Revised 1/19/98

BOYS & GIRLS CLUB OF OXNARD
FACILITY RENTAL RATES/PORT HUENEME BRANCH

A. Port Hueneme Branch located at 590 E. Pleasant Valley Rd., Port Hueneme # 271-9773

Area	Capacity	Regular	Non profit	Holiday Rates
1. Gym (Parties, Dance, etc.) (Includes chairs only no tables)	250	$130/hour	$65/hour	$140/hour
2. Gym Basketball practice, games etc.		$25/hour	$20/hour	$30/hour
3. Gym Sundays -- Basketball games etc.		$30/hour	$20/hour	$30/hour
4. Library	25	$25/hour	$20/hour	$30/hour
5. Gamesroom	75	$25/hour	$20/hour	$30/hour

B. Non-Profit Rates: Available Monday through Friday from 9:00 a.m. to 6:00 p.m. **only.** ***Rates do not apply on weekends.***

C. A **$200.00** deposit is required by the Club. Deposit is refundable (10) ten working days after event (Rooms must be swept, mopped, and all trash placed in large trash bin.)

D. Set up & decorating: $20/hour. Set-up may be done on Friday Evenings after 6 p.m. or Saturday and Sunday mornings from 8 a.m.- 12 noon.

E. Kitchen: Use is NOT included in above rates. Kitchen use requires an **additional $100.00 deposit and $50.00 use fee.** (Catering service is available.)

F. Insurance Requirements:

Rental of facility requires insurance coverage in the amount of $300,000 for general liability and $100,000 for property damage. The Boys & Girls Club of Oxnard and the City of Port Hueneme shall be named as additional insured on the Certificate of Insurance which is due 10 days before event.

G. Security Guards:

One (1) security guard for every fifty (50) people is required. Security guards must be at location 1/2 hour before starting time and 1/2 hour after closing. Copy of rental agreement for **security guards must be submitted 10 days before scheduled event. One (1) additional guard is required for Debut parties or parties with catered bars.**

SECURITY COMPANY

Aztec Private Security Service
385-7100

H. Pot Lucks:

If a group using the facility is planning in bringing their own prepared food to serve, they are allowed to use electric crockpots and warming trays. These items must be equipped with a standard plug and use the standard outlet.

I. Permits:

A permit must be presented to the staff **ten (10) days in advance** of the event. Permits are required for a Debut, Wedding Reception, Dance and any kind of event with alcohol and entertainment.

Permits are required only by the City of Oxnard, Police and Fire Department. Permits are issued at the:

City of Oxnard
Licensing Department
305 W Third Street
Oxnard, 385-7817

This is for the Oxnard locations only, no permit necessary for Port Hueneme Branch.

*** No Fee for Permit**

* **Office Hours:** Monday - Thursday 8:00 am to 5:00 p.m., closed Friday

APPROVED CATERING LIST

FOOD CATERERS

1. Sandy's Restaurant / Alex Galvin
4238 So. Saviers Rd. Oxnard
488-1419

2. Yolanda's Restaurant / Alvaro Cobian
2801 So. Saviers Rd. Oxnard
487-3895

3. Catering By Forrest/ Forrest Pinkard
P.O. Box 4, Oxnard
985-3780

4. Accapulco Restaurant/ Ricardo Dominguez
725 South Victoria Ave. Ventura
644-3952

5. Chicago Deli & Bottle Shoppe
Molly Shanahan
1930 Ventura Rd. Oxnard
485-5517

6. Classic Carrot Cafe
Craig & Dolores Wood
1847 E. Main Street Ventura
643-0406

BAR CATERERS

1. Sandy's Restaurant / Alex Galvin
4238 South Saviers Rd. Oxnard
488-1419

Please inform interested caters about the Boys & Girls Club Food & Bar policies. For additional information , have caterer contact Boys & Girls Club office during office hours Monday to Friday 9am to 6:00 p.m. No caterer will be permitted to use facility without a business license and proof of insurance.

From: Boys & Girls Clubs of Oxnard - South Oxnard Center

Subject: Catering Services for Facility Rentals

Contact: Abe Oliveras, Executive Director 981-1789
Jaime Zendejas, Branch Director 271-9773

The Boys & Girls Clubs of Oxnard/Port Hueneme rents the facility for wedding receptions, debuts, dances and any other entertainment.

Our rental agreement requires that all renters who would like their event catered to select a caterer from the provided list. To be on the list, caterers must meet the following requirements:

1. A cleaning deposit of $100 is required for all Food & Bar Caters. The deposit is refundable if kitchen or bar is left clean.

2. A flat fee of $125 for all food caters is required by the Boys & Girls Club of Oxnard for use of the kitchen.

3. A flat fee of $150 for all Bar caters is required by the Boys & Girls Club of Oxnard.

4. Proof of insurance is required, naming the Boys & Girls Club of Oxnard and the City of Oxnard as additional insures. Insurance coverage of $1,000,000 for general liability and $1,000,000 for property damage is required.

A complete agreement between the renter and the cater must be submitted to the Boys & Girls Club of Oxnard office (10) ten days before the event.

If your are interested and would like to be on our list of caters, please call the office at 981-1789.

1. Application must be submitted to the administrative office two weeks in advance of requested date. Representative of organization must be at least 21 years of age.

2. A damage & cleaning deposit of $200 is required when the application is submitted. Deposit will be refunded within ten (10) days after use of the building, subject to approval of inspection.

3. 100% of fee shall be paid ten (10) days before said event, unless rental is on a continuing basis at which time group will be billed.

   Ten days notice (10) required for cancellation of event. Failure to comply with this requirement will result in total loss of damage and cleaning deposit.

4. Sponsoring organization shall provide a Certificate of Insurance naming the Boys & Girls Club of Oxnard and the City of Oxnard as additional insured against liability for injury to persons or property on the Boys & Girls Club of Oxnard premises or vicinity while being used by the sponsoring organization. The minimum amount of coverage required is $300,000 liability and $100,000 property damage.

5. Sponsoring organization shall execute a Hold Harmless Agreement indemnifying, defending and holding the Boys & Girls Club of Oxnard free from any claims or liability in the event of injury to persons or damage to the club.

6. Boys & Girls Club does not provide tables or chairs for the Harriet H. Samuelsson Branch

7. When using facility, sponsoring organization shall furnish adequate and responsible adult supervision to prevent damage or injury to persons or property. In the event of parties or dances a professional security service company must be hired. Proof of hire must be presented to the Boys & Girls Club office.

8. All equipment used must be cleaned and stored in designated areas.

9. Any keys checked out must be returned before deposit is refunded.

10. All trash must be picked up and placed in trash containers or trash bins. Facility must be returned to its original condition.

11. No alcoholic beverages will be allowed on premises unless approved by the Boys & Girls Club administration. Use of marijuana and other illegal drugs/substances is prohibited. Sale of alcohol requires appropriate ABC license and City Permit.

12. Announcements of event shall avoid statements or implications of Boys & Girls Club sponsorship.

13. The Boys & Girls Club shall not be responsible for lost or stolen articles.

14. Special decorations must be approved by the Executive Director.

15. No animals allowed on Boys & Girls Club premises.

16. No equipment or furnishings may be removed from the building.

17. Access to the Boys & Girls Club offices is not permitted. Use of the telephones at the reception desk and concession counter is limited to local emergency calls.

18. No disorderly conduct will be tolerated. Disorderly individuals will be asked to leave the premises.

19. The following clean-up procedures shall be observed;
    A. Facilities left in clean condition and all rubbish removed.
    B. All electrical equipment turned off and unplugged from outlets.
    C. All windows and doors closed and locked.

20. Special condition(s) of rental/rental fees: ______________________________

21. Noise maximum levels should be limited to those which have been established for the MIA zone. All music must be off by 11:30 p.m.

22. Legal requirements and occupancy limits must be observed.

23. The Boys & Girls Club reserves the right to cancel any use permit upon seven (7) days written notice.

24. Failure to comply with any of the above rules will result in expulsion of an individual or the entire group.

25. Variations of policies or waiver of fees must have the written approval of the Executive Director.

26. Buildings shall be available for public use Monday-Saturday from 8 a.m. to 12 midnight, and Sundays 8 a.m. to 10 p.m.

27. No rental organization shall conduct any prohibited activity that advocates the following:
    1. Advocacy for overthrow of federal or state government.
    2. Advocacy of religious intolerance.

I, as an authorized representative of the sponsoring organization or as an individual user, have had the opportunity to read and agree to the conditions of rental, as set forth in this application by the Boys & Girls Club of Oxnard.

______________________________ ______________________________
Signature Title

______________________________ ______________________________
Sponsoring Organization Date

GUIDELINES FOR CLOSURE OF RENTALS/SPECIAL EVENTS

The following violations will automatically result in the closure of a rental/special event (dance, fiesta, etc....):

1. **FIGHT**
   A. 1st time - closure of event

2. **FALSE ALARM SET-OFF**
   A. 1st time - warning
   B. 2nd time - closure of event

3. **NOISE LEVEL - Bands or DJ (too loud)**
   A. 1st time - warning
   B. 2nd time - warning
   C. 3rd time - closure of event

The guidelines for the closure of a rental/special event have been reviewed with me by a Boys & Girls Club staff member. I fully understand and will abide by these guidelines.

______________________________ ____________

Name of Renter Date

____

Signature

______________________________ ____________

Boys & Girls Club Representative Date

____

Signature

FACILITY RENTAL
REFUND DEPOSIT POLICY

Renters will receive their full cleaning and damage deposit under the following conditions:

1. There is not damage to the facility. Any damage will be deducted from the deposit amount.
2. The facility must be left clean and all tables and chairs must be put away. Cleaning of the facility includes;

   A. All trash must be emptied into large trash bin.
   B. All chairs and tables must be put away in closet storage area
   C. Hail floors must be swept and mopped.
   D. Restroom floors and hallway must be swept and mopped.
   E. If kitchen is used, all counters and stove area must be cleaned. Kitchen floors must be swept and mopped and all trash must be emptied in large trash bin.

3. If you would like to use the kitchen an additional $50.00 fee will be charged for use of the kitchen as well as an additional $100.00 deposit.

The refund deposit policy has been reviewed with me by the Boys & Girls Club of Oxnard/Port Hueneme. I fully understand and will abide by these rules.

Signature of Renter Date	Boys & Girls Club Representative Date

FACILITY RENTAL

HOLD HARMLESS AGREEMENT

Name of Organization ______________________________ Tele # ______________________

Purpose of Use ___________________________________ Building To Be Used __________

The undersigned hereby agrees to comply with the Boys & Girls Club of Oxnard policy and will be personally responsible on behalf of the above-named organization for any damage sustained by the building or property accruing through the use of said property by said organization.

The undersigned, further agrees to save harmless and to indemnify the Boys & Girls Club of Oxnard, its governing board, the City of Oxnard and authorized agents or representatives, municipal, county and state officials from every claim or demand which may be made by reason of;

A. Any injury to person(s) or property sustained by the undersigned or by any person associated directly or indirectly with him/her or in connection with this activity, however caused; and

B. Any injury to person(s) or property sustained by any person caused by any act, neglect, default or omission of the undersigned or of any person associated directly or indirectly with him/her in connection with this activity whether the said injury or damage occurs upon or adjacent to the property. The undersigned at his own cost, expense and risk shall defend any and all actions, suits or other legal proceedings that may be brought or instituted against the Boys & Girls Club on any such claim or demand and pay or satisfy any judgment that may be rendered against the Boys & Girls Club in such action, suit or legal proceedings or result thereof.

The undersigned states that, to the best of his knowledge, the property for use of which application is hereby made will not be used for the commission of any act which is prohibited by law, or for the commission of any crime.

______________________________________ ____________________

Signature Date

____

Name of Organization

____

Address City Zip

For Office Use Only:

Approved by the Boys & Girls Club of Oxnard's Executive Director ____________________

Date ______________________

Exhibit INS-N

INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS (WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CGC001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. 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.

c. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

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

4. Lessee 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 lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. 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 attached to this Exhibit INS-N or substitute form containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**

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

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

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

Exhibit INS-N
Page 3

ACCORD 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	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	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
	OTHER					

SAMPLE

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. ___________
300 W. 3rd 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

Exhibit INS-N
Page 4

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ______ with an Aggregate of $ ______ applies to ______ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ______
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
______		
______		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name:
Address:
Telephone: ( )

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ______

I ______ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ______
(original signature required)

Telephone: ( ) Date Signed ______

A-7649

RECEIVED
MAR 03 2014
BY: [signature]

FIRST AMENDMENT TO GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT (**"First Amendment"**) dated as of January 28, 2014 amends that certain Ground Lease Agreement dated August 11, 1998 (**"Ground Lease"**), by and between The Boys & Girls Club of Oxnard, a non-profit corporation (**"Tenant"**) and the City of Oxnard, a municipal corporation (**"Landlord"**).

Tenant and Landlord agree as follows:

1. Paragraph 2, "Services," of **Exhibit B**, "Use of Property," is hereby deleted in its entirety and replaced with the following:

> "2. SERVICES. The Tenant agrees to provide, organize, and maintain services and programs on the Land. Such services and programs shall be those that the Tenant's Board of Directors approves that are consistent with the mission and values of the national organization, the Boys & Girls Clubs of America (BGCA). The Landlord reserves the right to require that Tenant provide Landlord with written approval from BGCA as to the suitability of any specific service or program proposed for the Land when such service or program requires the approval of an entitlement or permit from the City of Oxnard.
>
> Examples of typical services and programs supported and approved by BGCA include:
>
> - Drop in Center - a low cost, safe environment for children when they are not in school;
> - Everyday Programs - which offer opportunities for youth to build self-esteem, confidence and a sense of belonging;
> - Athletic Facilities - an 8,000 square foot gymnasium plus a multipurpose room, for weights or dance or offices;
> - Activities Center - a large game room for social interaction between members in table tennis, billiards, foosball and other table games;
> - Nutritional Center/Kitchen - where nutritional meals/snacks will be available at a low cost or no cost daily;

COUNCIL APPROVAL
DATE: 2-25-14 AGENDA # 5-4

- Computer Learning Center - approximately 20 computers with Internet connections will help children improve their computer skills and educational assignments;

- Children's Theater - a theater for drama, dance and musical performances, with seating for 150 persons;

- Pre-School Center - for children 3 to 6, as licensed by the State of California;

- Teen Center - a center for teens ages 13-18 with a safe, supervised environment;

- Cultural Arts and Crafts Center - where children have the opportunity to express their creativity in the arts;

- Special Interest Clubs - including biking, martial arts, card clubs, junior leaders, and many other areas of special interest;

- Drug, alcohol and teen pregnancy prevention programs - provided through "Smart Moves" a nationally acclaimed program developed by Boys & Girls Clubs of America;

- Leadership and Citizenship Training – provided through National Keystone and Torch Club programs and Community Services projects;

- Outdoor and Environmental Education - including hiking, camping, sailing and other high adventure trips.

Tenant may add to or delete programs, all in accordance with the standards, mission, and values of the Boys & Girls Clubs of America."

2. Except as otherwise expressly provided in this First Amendment, all terms and conditions of the Ground Lease shall remain the same.

[SIGNATURES ON FOLLOWING PAGE]

LANDLORD:
CITY OF OXNARD

Tim Flynn

Tim Flynn, Mayor

ATTEST:

2/25/14

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

James Cameron

James Cameron, Chief Financial Officer

APPROVED AS TO INSURANCE:

Risk Manager

TENANT:
BOYS & GIRLS CLUB OF OXNARD

By Jim Blaylock

Its C.P.O

By

Its

By

Its

#107

I.2.b

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/02/2013

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

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

PRODUCER
Laubacher Insurance Agency
Calif. Lic. #0593569
P.O. Box 31
Oxnard, CA 93032

CONTACT NAME:
PHONE (A/C, No, Ext): 805.483.2477 FAX (A/C, No): 805.483.8254
E-MAIL ADDRESS:

INSURED Boys & Girls Club of Greater Oxnard and Pt.Huen
1900 W. 5th Street
Oxnard, CA 93030

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2013 - 2014 ALL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			PHPK999519	04/01/2013	04/01/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			PHPK999519	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB416088	04/01/2013	04/01/2014	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property			PHPK999519	04/01/2013	04/01/2014	Limit: $275,000 Ded: $1,000 Special Form, Replacement Cost	

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

'he City of Oxnard, its officers, agents, employees and volunteers are named as additional nsureds as respects operations of named insureds.

'30 DAY NOTICE OF CENCELLATION

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
300 W. Third St., #302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Thomas Laubacher Jr.

POLICY NUMBER: PHPK999519 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Oxnard

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

BOYSAND-01 CL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/5/2014

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

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

PRODUCER (805) 965-0071 Brown & Brown Insurance License # 0D04053 P.O. Box 61010 Santa Barbara, CA 93160-1010	CONTACT NAME: Laura Siegel PHONE (A/C, No, Ext): (805) 690-2616 FAX (A/C, No): (805) 690-2716 E-MAIL ADDRESS: lsiegel@bbofcal.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New York Marine and General Insurance Co,	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Boys and Girls Club of Great Oxnard & Port Hueneme
1900 W 5th Street
Oxnard, CA 93035-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC201300004298	10/6/2013	10/6/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Proof of Insurance

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Management 300 West Third Street Oxnard, CA 93030-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Laura Siegel

ACORD 25 (2010/05)

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

DATE: January 24, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

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

RECOMMENDATION:

That City Council, pursuant to Ordinance 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, which are described on the attached list.

A. Professional Security Consultants for security services at the Oxnard Public Library ($24,500).
B. BMW Motorcycles of Burbank for the purchase of two BMW motorcycles for the Police Department ($56,719).
C. National Auto Fleet Group for the purchase of one 2017 Ford F250 pickup truck for East Village Park ($35,225).
D. Quinn Cat Rental for on-call heavy equipment rental for use in maintaining City-owned storm drains ($90,000).
E. TranSystems Corporation for marine engineering services of the Inland Waterway District of Mandalay Bay, Westport and Seabridge ($165,000).

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

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

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

ATTACHMENTS:

Attachment A: City Manager Contract List for January 24, 2017

City Manager Contract List for 01/24/2017

Contracts from $25,000 to $250,000

A Security Services for Oxnard Public Library

Vendor:	Professional Security Consultants (PSC)	**Amount to be Approved:**	$24,500
Type:	Amendment	**Current FY Amount:**	$79,640
Agreement No.:	A-7735	**Total Contract Amount:**	$217,500
Amendment No.:	2	**Funding Source:**	Community Patrol
Purchase Order No.:	5277	**Vendor Selection Process:**	Request for Proposals (RFP)
Begin Date:	01/15/2017	**# of Bids/Proposals/Quotes:**	17
End Date:	06/30/2017	**Project Manager:**	Kevin Baysinger
Term:	6 months	**Department:**	Police
		Telephone:	805-797-5774
		Email:	Kevin.Baysinger@OxnardPD.Org

Purpose: The purpose of this amendment is to provide additional security services and patrols exclusively to the Oxnard Public Library. The hours of additional security include weekday and Sunday afternoon hours, and all day Saturday. The hours can be changed as needed and are not to exceed 32 hours per week. Under the direction of the Library Manager, the main purpose of the security services are to maintain an orderly atmosphere conducive to library study and enjoyment. This amendment is a second amendment to the original Agreement for Trade Services with Professional Security Consultants originally entered into on January 1, 2015. Pursuant to City policies, PSC was selected from 17 bidders from a Request for Proposal process.

B Purchase One (1) 2017 Ford F250 Pickup Truck for East Village Park

Vendor:	National Auto Fleet Group	**Amount to be Approved:**	$35,225
Type:	Purchase Order	**Current FY Amount:**	$35,225
Agreement No.:		**Total Contract Amount:**	$35,225
Amendment No.:	N/A	**Funding Source:**	Measure O
Purchase Order No.:	Req#2951	**Vendor Selection Process:**	Joint Purchase
Begin Date:		**# of Bids/Proposals/Quotes:**	N/A
End Date:		**Project Manager:**	Joseph Rodriguez
Term:		**Department:**	Public Works/Maintenance Services Division/Parks
		Telephone:	385-8011
		Email:	Joseph.Rodriguez@oxnard.org

Purpose: This purchase order is for the purchase of one (1) 2017 Ford F250 pickup truck needed for daily maintenance of the recently-opened East Village Park. This vehicle will be used to transport personnel and equipment back and forth from the College Park Maintenance Yard to East Village Park.

Pursuant to the City's purchasing policies, purchase will be through National Auto Fleet Group, which was awarded the contract for passenger cars, light-duty, medium-duty, and heavy-duty trucks by the National Joint Powers Alliance (NJPA), through Master Vehicle Contract No. 102811.

C Purchase One (1) 2017 Ford F250 Pickup Truck for East Village Park

Vendor:	National Auto Fleet Group	**Amount to be Approved:**	$35,225
Type:	Purchase Order	**Current FY Amount:**	$35,225
Agreement No.:		**Total Contract Amount:**	$35,225
Amendment No.:	N/A	**Funding Source:**	Measure O
Purchase Order No.:	Req#2951	**Vendor Selection Process:**	Joint Purchase
Begin Date:		**# of Bids/Proposals/Quotes:**	N/A
End Date:		**Project Manager:**	Joseph Rodriguez
Term:		**Department:**	Public Works/Maintenance Services Division/Parks
		Telephone:	385-8011
		Email:	Joseph.Rodriguez@oxnard.org

Purpose:

Staff is requesting authorization to purchase of one (1) 2017 Ford F250 pickup truck needed for daily maintenance of the recently-opened East Village Park. This vehicle will be used to transport personnel and equipment back and forth from the College Park Maintenance Yard to East Village Park. Funding for this vehicle is provided as part of the construction agreement for East Village Park. The funding is available in Project 135705.

Pursuant to the City's purchasing policies, purchase will be through National Auto Fleet Group, which was awarded the contract for passenger cars, light-duty, medium-duty, and heavy-duty trucks by the National Joint Powers Alliance (NJPA), through Master Vehicle Contract No. 102811.

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

Vendor:	Quinn Cat Rental	**Amount to be Approved:**	$90,000
Type:	Purchase Order	**Current FY Amount:**	$90,000
Agreement No.:	N/A	**Total Contract Amount:**	$90,000
Amendment No.:	N/A	**Funding Source:**	Storm Water Management
Purchase Order No.:	6141	**Vendor Selection Process:**	Informal Bids
Begin Date:	01/24/2017	**# of Bids/Proposals/Quotes:**	3
End Date:	01/23/2018	**Project Manager:**	Pete Martinez
Term:	1 year	**Department:**	Public Works Wastewater Division
		Telephone:	271-2214
		Email:	Pete.Martinez@oxnard.org

Purpose:

On December 5, 2016 the City issued an informal bid for on-call heavy equipment rental for use in maintaining City-owned storm drains.

The City sent the informal bid to seven (7) known companies who provide this equipment. The closing date for the informal bid was December 12, 2016. Three (3) vendors submitted bids. Of the three (3) vendors that provided bids, Quinn CAT Rentals of Oxnard was the lowest responsible bidder. Funds are available in the Storm Water Management Fund.

E Marine Engineering Services of the Inland Waterway Districts of Mandalay Bay, Westport & Seabridge

Vendor:	TranSystems Corporation	**Amount to be Approved:**	$165,000
Type:	Task Order	**Current FY Amount:**	$165,000
Agreement No.:	7401-16	**Total Contract Amount:**	$544,500
Amendment No.:	5	**Funding Source:**	Waterways Assessment District, Westport Maintenance District, and Seabridge Maintenance District
Purchase Order No.:	5997	**Vendor Selection Process:**	Request for Qualifications (RFQ)
Begin Date:	07/26/2016	**# of Bids/Proposals/Quotes:**	1
End Date:	07/26/2019	**Project Manager:**	Raymond Williams
Term:	3 years	**Department:**	Public Works/Capital Projects Management
		Telephone:	797-8206
		Email:	raymond.williams@oxnard.org

Purpose:

Task Order No. 5 is for hydrographic survey of the Mandalay Bay, Seabridge and Westport waterfront communities. The purpose of the survey is to provide bathymetric data to be used for maintenance dredging for navigational clearance in the channels and mooring clearances for private boats at residents' docks. TranSystems will provide multibeam and singlebeam bathymetry data, plan review chart for each community showing bathymetric contours, digital data of charts, and hand sounding at all docks.

Scope of services will be done under the on-call marine engineering agreement with TranSystems. The City issued a Request for Qualifications (RFQ) on February 9, 2016 for on-call, as needed consulting engineering services for the inland waterways. Eleven known consulting firms received an RFQ notification. The closing date for the RFQ was February 29, 2016 with only TranSystems Corporation submitting a document. Staff determined that TranSystems was a qualified candidate to perform the services and was awarded the contract.

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

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Ingrid Hardy
Cultural & Comm Services Dir

SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program Grant Funding 2017 (Agreement #A-7941)

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

RECOMMENDATION:

That City Council adopt a resolution: (1.) Authorizing the City Manager or designee to execute grant Agreement No. A-7941 in the amount of $439,700 for funding for the State of California, Board of State and Community Correction (BSCC) to continue the California Gang Reduction, Intervention, and Prevention (CalGRIP) Program for the calendar year 2017; (2.) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and the City Manager or designee to submit all program related progress or status reports to BSCC; and (3) Approve budget appropriations of 3rd year grant funding for CalGRIP 2015-17.

BACKGROUND

On July 29, 2014, the City Council adopted Resolution No. 14,683 authorizing the City to submit a grant application to the State of California, Board of State and Community Corrections for consideration of State funds up to $500,000 annually. The CalGRIP grant is designed to provide funding to select cities for gang prevention, intervention, education, job training, skills development, family engagement, community services, and suppression activities.

A grant application was subsequently submitted by the City requesting $439,700 per year for calendar years 2015-2017 to fund a collaborative, trauma-informed, gang intervention strategy for 15-24 year old gang-affiliated/at risk youth and their families seeking change.

BSCC funding was approved for all three years of the project (January 1, 2015 through December 31, 2017), subject to annual allocations through the State budget process and availability of State funds. On December 8, 2016, BSCC approved continued CalGRIP project funding for the final project year.

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

FINANCIAL IMPACT

The grant requires a 100% match of the total grant award. The required match of $439,700 will come in the form of in-kind officer referrals to services and gang suppression/enforcement from the Police Department’s personnel operating budget. The grant award in the amount of $439,700 will be recognized and appropriated to CalGrip 2015-17 (Project 662135). No additional General Fund appropriation is required.

ATTACHMENTS:

Attachment A: BSCC CalGRIP 2017

Attachment B: CalGRIP 2015-2017 FINAL REVISED Narrative & Budget (1)

Attachment C: Cal Grip Resolution to Accept & Appropriate 2017

Attachment D: Budget Appropriation

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
BSCC 817-16
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR'S NAME
CITY OF OXNARD

2. The term of this Agreement is: January 1, 2017 through December 31, 2017

3. The maximum amount of this Agreement is: $439,700.00
Four hundred thirty nine thousand, seven hundred dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A:	Scope of Work	2	pages
Exhibit B:	Budget Detail and Payment Provisions	2	pages
Exhibit C:	GTC 610: General Terms and Conditions	3	pages
Exhibit D:	Special Terms and Conditions	3	pages
Attachment 1:	FY 2014/15 Application for Funding/Grant Proposal *(incorporated by reference)*		
Appendix A:	CalGRIP Executive Steering Committee	1	page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CITY OF OXNARD

BY *(Authorized Signature)*

DATE SIGNED*(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
GREG NYHOFF, City Manager

ADDRESS
300 W. Third Street, 4th Floor
Oxnard CA 93030

STATE OF CALIFORNIA

AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

BY *(Authorized Signature)*

DATE SIGNED*(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
MARY JOLLS, Deputy Director

ADDRESS
2590 Venture Oaks Way, Suite 200
Sacramento CA 95833

California Department of General Services Use Only

☒ Exempt per: SCM 1, 4.06

EXHIBIT A
SCOPE OF WORK

1. GRANT AGREEMENT – CALIFORNIA GANG REDUCTION, INTERVENTION AND PREVENTION (CalGRIP) GRANT PROGRAM

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and the **City of Oxnard** hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

A. The CalGRIP Program provides grants to cities using a local collaborative effort to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities. Each grant city must designate a lead agency to serve as the implementing agency to administer the grant and coordinate all agencies and community based organizations (CBOs) participating in this project.

B. Grantee agrees to administer the project in accordance with Attachment 1: FY 2014/15 Application for Funding/Grant Proposal, which is incorporated by reference and hereto made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Greg Nyhoff
Title: City Manager
Address: 300 W. Third Street, 4th Floor, Oxnard CA 93030
Phone: 805-385-8017

Designated Financial Officer authorized to receive warrants:

Name: Mary Diamond
Title: Financial Svcs Mgr / Oxnard PD
Address: 251 S. C Street, Oxnard CA 93030
Phone: 805-385-7612
Fax: 805-385-7739
Email: mary.diamond@oxnarddpd.org

Project Director authorized to administer the project:

Name: Ken Klopman
Title: Youth Safety Coordinator / OYS
Address: 305 W. Third St. (1st Floor/West Wing), Oxnard CA 93030
Phone: 805-385-7471
Fax: 805-385-7739
Email: ken.klopman@oxnard.org

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION PROGRESS REPORTS AND EVALUATION

A. Grantees will be required comply with data collection and reporting requirements as described in the FY 2014/15 CalGRIP Request for Proposals and Application for Grant Funding.

EXHIBIT A
SCOPE OF WORK

B. Grantee will submit quarterly Progress Reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include the required data listed above, shall be submitted according to the following schedule:

Progress Report Periods	**Due no later than:**
1) January 1, 2017 through March 31, 2017	May 16, 2017
2) April 1, 2017 through June 30, 2017	August 15, 2017
3) July 1, 2017 through September 30, 2017	November 16, 2017
4) October 1, 2017 through December 31, 2017	February 15, 2018

C. **Final Local Evaluation Report** **Due March 31, 2018**

The Final Local Evaluation Report covers the entire three-year grant cycle and is based on the goals, objectives and outcome measures laid out in the Local Evaluation Plan (as submitted in April 2015).

D. Grantees shall submit all other reports and data as required by the BSCC.

5. PROJECT RECORDS

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee’s principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

6. CONFLICT OF INTEREST

A. Existing law prohibits any applicant entity, sub-grantee, partner or like party who participated on the CalGRIP Executive Steering Committee ((ESC) See Appendix A) from receiving funds from the grant for which the ESC was established. Government Code 1090 prohibits participation of financially interested individuals in the ESC process. A person who is “financially interested” includes employees of any governmental, nongovernmental entity or service provider that might receive funding through the applicable grant project. Additionally, a member could be “financially interested” if he or she serves with an organization that might make a contribution to the applicable grant project.

B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Invoicing Periods	**Due no later than:**
1) January 1, 2017 through March 31, 2017	May 16, 2017
2) April 1, 2017 through June 30, 2017	August 15, 2017
3) July 1, 2017 through September 30, 2017	November 16, 2017
4) October 1, 2017 through December 31, 2017	February 15, 2018

B. An invoice is due to the BSCC even if grant funds are not expended or requested during the invoicing period. Supporting documentation may be required for all expenditures.

2. GRANT AMOUNT AND LIMITATION

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an agreement amendment to Grantee to reflect the reduced amount.

C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

4. PROJECT COSTS

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the most current version of the BSCC Grant Administration Guide, which can be found under Quick Links here:

http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports.

C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	**$79,000**	**$439,700**	**$0**	**$518,700**
2. Services and Supplies	**$5,000**	**$0**	**$0**	**$5,000**
3. Professional Services	**$0**	**$0**	**$0**	**$0**
4. CBO Contracts *(minimum 20% of grant funds)*	**$284,900**	**$0**	**$0**	**$284,900**
5. Indirect Costs *(no more than 10% of grant funds)*	**$5,000**	**$0**	**$0**	**$5,000**
6. Data Collection / Evaluation *(minimum 10% of grant funds)*	**$65,800**	**$0**	**$0**	**$65,800**
7. Fixed Assets/Equipment	**$0**	**$0**	**$0**	**$0**
8. Other *(Including Training, Travel, etc.)*	**$0**	**$0**	**$0**	**$0**
TOTAL	**$439,700**	**$439,700**	**$0**	**$879,400**

EXHIBIT C
GENERAL TERMS AND CONDITIONS

GTC 610: GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section

EXHIBIT C
GENERAL TERMS AND CONDITIONS

12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS**: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    A. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT**: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment

EXHIBIT C
GENERAL TERMS AND CONDITIONS

orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS**: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code (PCC 10344(e).

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

B. Grantee is responsible for the performance of all project activities identified in Attachment 1: FY 2014/15 Application for Funding/Grant Proposal *(by reference)*.

C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: FY 2014/15 Application for Funding/Grant Proposal *(by reference)*, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.

D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the project period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports, and invoices.

B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three (3) years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal or the CalGRIP Year Two Re-Application. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes, but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: FY 2014/15 Application for Funding/Grant Proposal *(by reference)* or approved modifications;
3) failure to provide the required local match share of the total project costs; and
4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

8. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §16654 through §16649 to this Grant Agreement and agrees to the following:

A. No state funds received under the Grant Agreement will be used to assist, promote, or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

APPENDIX A
CALGRIP EXECUTIVE STEERING COMMITTEE

The 2013 Standing Committee on Gang Issues acted as ESC for this CalGRIP grant.

2013 The Standing Committee on Gang Issues: Members

- David Maggard (City of Irvine Chief of Police)
- Paulino Duran (Chief Public Defender, Sacramento County)
- LaDonna Harris (Chief Probation Officer, Alameda County)
- Bryan Kingston (California Department of Corrections and Rehabilitation, Special Agent in Charge)
- Jorja Leap, Ph.D. (Adjunct Professor of Social Welfare, University of California, Los Angeles)
- Wilfredo “Will” Lopez (Los Angeles County Department of Mental Health)
- Steve Moore (Sheriff, San Joaquin County)
- Ernesto Olivares (Council Member, City of Santa Rosa)
- Nathan Scarano (Supervising Chief Probation Officer, San Bernardino County)
- Larry J. Wallace (Chief, Division of Law Enforcement, California Department of Justice)

APPLICANT INFORMATION FORM

A. APPLICANT CITY / CITY DEPARTMENT IMPLEMENTING THE GRANT			
City of Oxnard / City Manager's Office of Youth Safety (FID #95-6000756)		TELEPHONE NUMBER (805) 385-7430	
B. CITY POPULATION (check one)			
☐ ABOVE 200,000	☑ BELOW 200,000		
STREET ADDRESS 300 W. Third Street – 4th Floor	CITY Oxnard	STATE CA	ZIP 93030
MAILING ADDRESS 300 W. Third Street	CITY Oxnard	STATE CA	ZIP 93030
C. NAME OF CalGRIP PROJECT		**D. GRANT AMOUNT REQUESTED**	
Project Transformation Pathways – Oxnard		$ 439,700	

E. PROJECT SUMMARY (brief 3 or 4 sentences describing the project)

Project Transformation Pathways (PTP) is a trauma-informed gang intervention strategy focused on 15-24 year old gang youth and their families who want change. PTP puts into service the collective resources of community partners to facilitate restoration of hope through a process of healing and transformation. TPO includes 1) outreach/referrals for the target group, 2) life guidance with relevant wrap-around services, 3) restoration/healing via moral reconation therapy and traditional/holistic approaches, and 4) navigation using transformed youth as "navigators" to mentor youth who are just starting their journey of transformation.

F. APPLICANT PROJECT DIRECTOR			
NAME AND TITLE Ken Klopman, Youth Safety Coordinator			TELEPHONE NUMBER (805) 385-7471
STREET ADDRESS 300 W. Third Street – 4th Floor			FAX NUMBER (805) 385-7595
CITY Oxnard	STATE CA	ZIP 93010	E-MAIL ADDRESS ken.klopman@ci.oxnard.ca.us
G. APPLICANT FINANCIAL OFFICER			
NAME AND TITLE Amy Van Atta, Grants Specialist			TELEPHONE NUMBER (805) 385-7653
STREET ADDRESS 251 S. C Street			FAX NUMBER (805) 385-7739
CITY Oxnard	STATE CA	ZIP 93030	E-MAIL ADDRESS amy.vanatta@oxnardpd.org
H. APPLICANT DAY-TO-DAY CONTACT PERSON			
NAME AND TITLE Lynnette Raya, Administrative Assistant/Office of Youth Safety			TELEPHONE NUMBER (805) 385-8050
EMAIL ADDRESS lynnette.raya@ci.oxnard.ca.us			

I. APPLICANT'S AGREEMENT

By signing this application, the applicant assures that the grantee will abide by the laws, policies, and procedures governing this funding.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN AGREEMENT Greg Nyhoff, City Manager

APPLICANT'S SIGNATURE	DATE
Greg Nyhoff	09-22-2014

SECTION I: PROJECT NEED (50 Points) 1.1 Need for project (with statistics) The City of Oxnard ("City"), a community of 197,899 residents 60 miles northwest of Los Angeles, is a predominantly minority community comprised of 73.5% Hispanic/Latino. Households with a language spoken at home other than English comprise 67% of all households. (QuickFacts US Census Bureau) 21.4% of local Latinos live below the poverty level. In 2008, over 200 Oxnard community residents participated in Learning Circles, sharing their ideas in a *Consejos Report: A Community Wisdom Narrative*. Root causes of youth violence identified by residents in the report included the trauma of exposure to violence, lack of respect and connection, lack of opportunity, and racism. A snapshot of Adverse Childhood Experience (ACE) scores for 54 youth in the Ventura County Juvenile Facility between June and August 2014 showed an average ACE score was 4.26 (Source: Ventura County Behavioral Health Youth Services). ACE scores (see Felitti and Kaiser Permanente,1995-97) higher than 4 are strongly correlated with poor health outcomes as an adult, including mental health issues, addiction and the perpetration of violence. Ventura County Medical Center, a Level II trauma center, reports that of 89 stabbing victims treated between January 2012 and June 2014, 52% occurred in Oxnard and 62% of the victims lived in Oxnard. Over a 10-year span from 2004 to 2013, there were 25,054 domestic violence police calls for service with a 55% increase from 2004 to 2013. The greatest incidence of child maltreatment allegations per 1000 children in Ventura County comes from an Oxnard zip code with 79.2 allegations per 1000. The incidence rate for the entire county is 50.9 per 1000 children.

1.2 Impact of gang activity. In the 2011 California School Climate Survey, 43% of surveyed Oxnard High School District staff believed gangs are a moderate to severe problem on campus (up 9% from last year's survey). 31% of Oxnard students surveyed in the 2010 California Healthy Kids Survey reported seeing someone with a weapon on campus. Among middle school students, 24% don't feel safe at school and 19% of males report being gang-involved. Three gang-related homicides this year and 33 serious gang assaults this year exacerbated an atmosphere of insecurity. In addition to the damaging impact of the actual violence on the quality of life, gang violence has had an economic impact which contributes to the overall sense of hopelessness among local youth. The perception of danger from gang violence continues to affect Oxnard's reputation which influences business owners considering a move to Oxnard.

1.3 Severity of the gang problem. There are an estimated 1200 documented gang members in the City with 12 active criminal street gangs. The estimated average age group for gang members in Oxnard is 22 years of age with the youngest documented gang member identified at 13 years old. During the 10 years ending December 2013, there were a total of 127 murders in Oxnard of which 48 (37.8%) were gang-related. Of the 22 suspects arrested, 91% of the suspects were Hispanic/Latino. Firearms were involved in 87.5% (42) of gang murders. In a 2014 survey of 51 youth detained at the Ventura County Juvenile Facility, 42% indicated they were gang involved; 58% reported they have witnessed gang violence; 65% knew someone injured by gang violence; and 73% knew someone killed by gang violence. Prior to the early 2000s, enforcement was the only tool utilized to address gang violence. At that time, enforcement was augmented by two civil injunctions against Oxnard's two largest and most active criminal street gangs – covering 270 Colonia Chiques members and 75 Southside Chiques members. From 2001 to 2005 (inclusive), when suppression strategies alone were used to combat gang violence, gang homicides increased from three (3) in 2001 to ten (10) in 2005 -- an increase of 233% -- while violent assaults remained virtually unchanged (375 in 2001 vs. 376 in 2006). By 2007, gang-homicides had dropped to one (90% reduction from 2005) and violent gang assaults dropped to 350 (7.4% reduction from 2005). Unfortunately, absent a preventative youth outreach strategy, violent assault and murder statistics continue to fluctuate. Gang-related aggravated assaults and homicides are trending upward since 2012 (a 34% increase from 2012 to 2013, and a 26% increase from 2013 to 2014 (January through June).

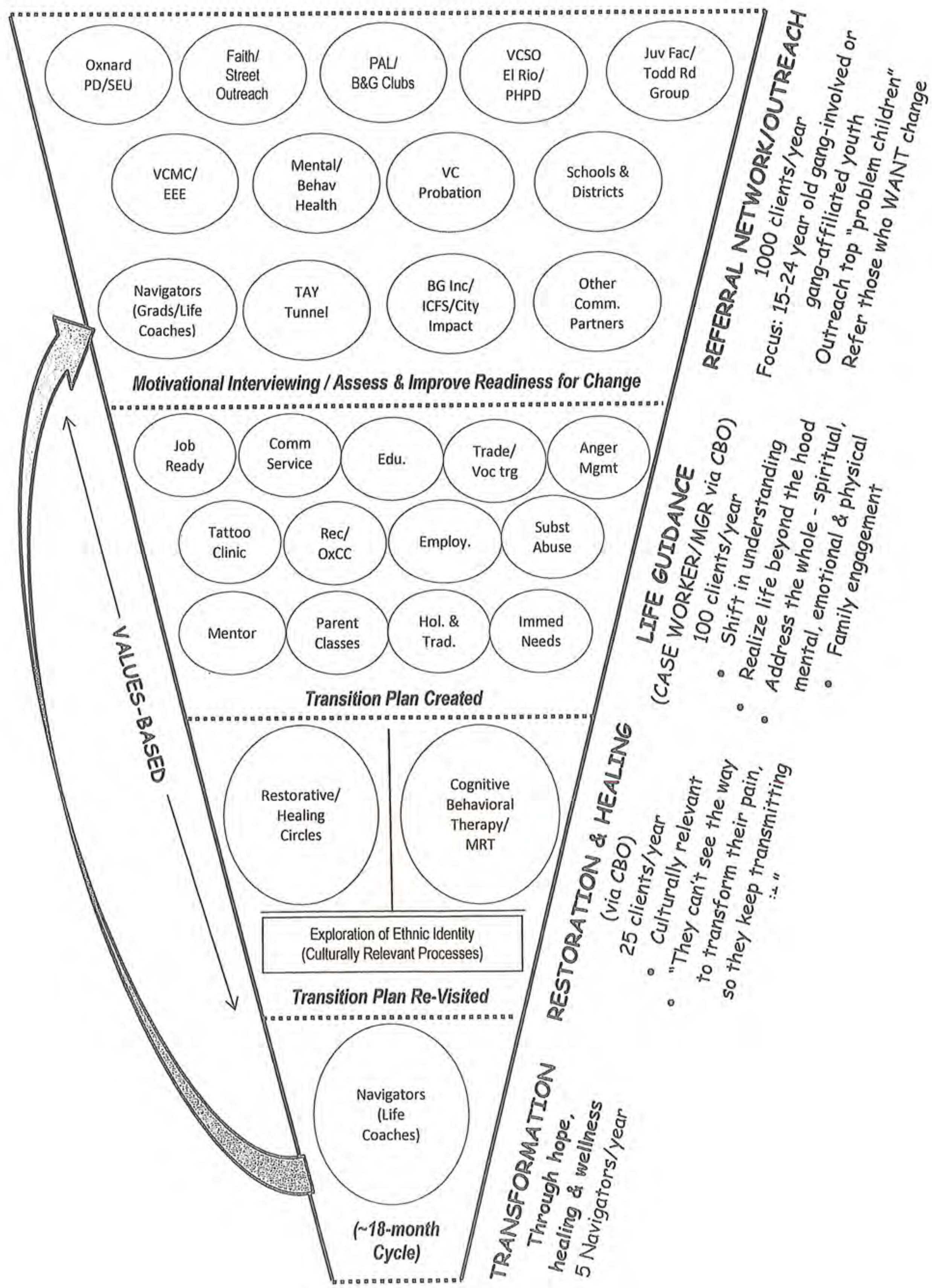
1.4 Financial support needed. The City seeks $1,331,162 over the next three years to build community capacity to support youth with a trauma-informed approach, provide learning and healing opportunities so youth can transform their lives.

1.5 City's current efforts. In July 2009, the City was awarded a 2008 CalGRIP grant to fund "Operation PeaceWorks"' (OPW), a gang-intervention strategy. OPW adopted the Boston Operation Ceasefire model where gang members were called to meetings ("Call-Ins") and addressed by members of the community and justice system with a united message: Accept help in leaving gang life or face incarceration. The first OPW Call-In was held in November 2009. Those that accepted OPW's offer of help entered a 6-month job training program at Oxnard City Corps (OCC). Within two years, violent gang assaults dropped 36.4% while gang-related homicides dropped 80%. 100% of the 26 OPW participants enrolled at OCC experienced a reduction in police contacts since their enrollment. 46% experienced no new arrests.

Project Transformation Pathways - Oxnard

An community and evidenced-based gang intervention and transformation approach for those who WANT help

CalGRIP 2015-2017



SECTION II: PROJECT DESCRIPTION (200 Points) 2.1 Project goals and measurable objectives (for three years). Goal #1: City partners will develop capacity to sustain a trauma-informed approach to assessment and programs. (Objective: 80 partners will receive capacity building training.) Goal #2: Gang-involved youth are aware of community support for moving away from gangs and toward healing and purpose. (Objective: 1000 gang-involved or gang-exposed youth are given information about the project by project staff.) Goal #3: Gang-involved youth and families are given an opportunity for learning and access to community support. (Objective: 200 youth participate in one-on-one case management and peer support.) Goal #4: Gang-involved youth who are motivated to heal from trauma will be provided with intensive counseling. (Objective: 50 youth will participate in one-on-one and group Moral Reconation Therapy.) Goal #5: Oxnard will 'grow its own' corps of transformed gang members to support other gang-involved youth as system 'navigators.' (Objective: 10 Navigators will complete a leadership training program and begin assisting with outreach efforts.)

2.2 Specific evidence-based program(s) integrated into the project will include: 1) Motivational Interviewing (MI); and 2) Moral Reconation Therapy (MRT); In addition, several evidence-informed practices will be used, including: 1) training in the Community Resiliency Model of supporting community members traumatized by violence; 2) mindfulness practices to support healing and transformation; and 3) group facilitation using a circle format for community-building, learning and healing.

2.3 The project will address the needs described above (including traumatization, isolation, hopelessness and lack of opportunity) by building on the successes and lessons learned of the past seven years of addressing gang violence through collaboration. Our trauma-informed approach to personal transformation will 'meet youth where they are' with culturally competent interventions. Rather than try to reach youth who are perceived to 'need us the most' we will cast a wide net among our partner agencies, schools and programs to identify youth who are motivated to make positive changes. Partners will receive training in trauma-informed assessment and care, and the Community Resiliency Model (CRM), a biological perspective that reduces the stigma and teaches wellness skills. The model is highly accessible across cultures and education levels. Once capacity is developed, we will reach youth through a broad range of entry points, including community-based organizations and local government programs (e.g. youth-serving organizations like Pacific Clinic's TAY Tunnel, a drop in center for Transitional Age Youth; the Probation Agency's Evening Reporting Center; and the Ventura County Medical Center's Trauma Center). Outreach workers will meet one-on-one with these youth and conduct an intake, an introductory motivational interview (in part to gage readiness) and assessments of trauma and resiliency. Assessments during these initial contacts will shift the focus from "What's wrong with these young people?" to "What happened to these young people?" For those who are motivated to continue in our program, Motivational Interviewing (MI), emotional support (one-on-one and in groups following the indigenous model of the Circle process), and case management offered Life Guides to build connections, motivation for change, and hope. In addition to community-building and emotional support, Life Guides will offer practical support by facilitating access to services within the Alliance partner network through referrals and by including representatives of local partners in learning circles to build understanding and trust. Finally, for those who seek personal transformation and deeper healing, we will address the effects of trauma and gang-involvement through highly intensive Moral Reconaton Therapy. MRT is structured around 16 objectively defined steps (units) focusing on seven basic treatment issues: confrontation of beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism; and development of frustration tolerance; and development of higher stages of moral reasoning. (SAMHSA)

2.4 Sequence of steps in implementation will include: 1) training for staff and community volunteers to expand the capacity of network partners to deliver trauma-informed care; 2) targeted outreach and engagement through our partner network to reach gang-involved and gang-exposed youth with assessments and motivational interviewing; 3) practical and emotional support for youth who express an intention to move away from gangs through Life Guides who will offer case management (to connect youth with job-training, community service and employment opportunities), one-on-one motivational interviewing and peer support group facilitation; 4) individual and group MRT for those individuals who express a strong commitment to transform their lives; and 5) recruitment of a small cadre of Navigators drawn from those individuals who complete the 16-session MRT and are committed to 'giving back' to the system as mentors and/or supporters of gang-involved youth who want to change their lives.

2.5 Specific risk/needs tools to be used to assess risks and needs among youth and their families are: 1) the Adverse Childhood Experience Score calculator; 2) the Family Development Matrix, a strengths-based tool to assess individual/family strengths and areas of concern (categories include education and employment, family relations, immigration status, and social and emotional health, among others); and 3) Purpose in Life questionnaire, a tool used to measure self-efficacy, motivation and purpose.

2.6 Types of services provided will include: 1) training for network partners to build capacity in addressing youth violence; 2) outreach to identify and assess gang-involved and gang-exposed youth; 3) one-on-one motivational interviews; 4) support (in the Learning Circle format) facilitation; 5) information and referral to partner agencies (including job-training and placement services); 6) Moral Reconation Therapy; 7) leadership opportunities for program Navigators; and 8) coaching/supervision for MI and MRT implementation for Life Guides and Navigators.

2.7 Project scope will include reaching 80 City partners with capacity building training; involving 12 partner agencies in outreach efforts; referring program participants to 12 community agencies or programs; reaching **1000** gang-involved or gang-exposed youth with assessment and program information through targeted outreach; provide support and **case management through four Life Guides to 200** youth; providing **MRT to 50 youth** through one therapist specializing in MRT; providing **leadership opportunities for 10 youth** leaders who complete MRT and seek to 'give back' to the system with outreach and support to gang-involved youth.

SECTION III: EVALUATION (200 points) 3.1 Methodology for process evaluation. Using tools and training provided by the Projector Evaluator, the contracted CBO Project Coordinator will record key processes at the time services are delivered and report tracked data to the Youth Safety Coordinator. Data collected by the Youth Safety Coordinator will be forwarded to Project Evaluator for analysis and the development of quarterly data reports for review by the Oxnard Alliance Technical and Policy Teams.

3.2 Methodology for outcome evaluation. We will track and record both individual and community-level outcomes. For individuals, we will employ assessments in which participants are compared to themselves before and after the intervention using the Purpose in Life questionnaire and the individual level goals established by the participants as the primary evaluation tools. Community level outcomes will be an increase in capacity to deliver trauma-informed services among partners and a reduction in recidivism among participating youth. Tools for gathering information include:

- Pre- and post-tests for staff and community members involved in training and professional development (to track changes in knowledge and skills).
- Purpose in Life questionnaire for each gang-involved youth entering the program, administered repeatedly as participants enter each successive 'level' of the program
- Case notes from Life Guides and MRT counselors, recording the participant goals that emerge from Motivational Interviews (to establish baseline individual level goals against which to measure progress at successive levels).
- Reports on recidivism of individual participants who advance to levels 2-4 (case management; MRT and Navigator) provided through law enforcement records (to measure changes in individual and community impact following the intervention).

3.3 Process variables that will be evaluated include: 1) Number of persons and partner agencies/organizations trained; and 2) the number of encounters and the number of participants at each successive Project level. Outcomes to be evaluated: 1) Changes in participants' sense of wellbeing and purpose; and 2) Recidivism.

3.4 Participation criteria. Participation in the proposed initiative will be open to any youth aged 15-24 who has previous gang involvement, exposure or affiliation.

3.5 Project data to be collected (and data collection method) will include:

- Number of persons and partner agencies/organizations who participate in professional development training. (Sign-in sheets for training)
- Number of youth contacted by project outreach staff. (Intake forms)
- Number of youth who enter Level 2 (Life Guides and Learning Circles); Level 3 (MRT), and Level 4 (Navigators). (Intake forms)
- Number of one-on-one encounters with Life Guides; Number of group encounters in Circle processes. (Sign-in sheets and case notes)
- Number of one-on-one encounters with MRT counselor(s); number of group encounters facilitated by MRT counselor(s). (Sign-in sheets and case notes)

Outcomes to be evaluated: 1) Changes in participants' self-efficacy, wellbeing and purpose (reflected in the achievement of self-defined goals and changes in scores on the Purpose in Life Questionnaire); and 2) Recidivism (reports from Probation Agency).

3.6 Documentation of data. Community-based organization(s) that contract with the City to support this work will each be required to identify a Project Coordinator who will be responsible for collecting and reporting process and outcome data. Collection of data will be required prior to receiving payment for contracted services. Contracting organizations will be provided tracking tools (and training in how to use them) by the Project Evaluator through the Office of Youth Safety.

3.7 How evaluation information will be used. Project data will be presented semi-annually to the Alliance Policy Team and quarterly to the Technical Team for review.

Program updates will be presented quarterly and monthly respectively. The first reviews will focus on successes and challenges in maintaining fidelity to process. Beginning with the third semi-annual review we will examine project outcomes with the explicit purpose of identifying areas for building elements that reflect success in encouraging change and adapting those that fail to result in positive outcomes.

SECTION IV: PROJECT MANAGEMENT AND READINESS (100 Points) 4.1 Planning process. Working within the context of the Oxnard Alliance strategic plan, the SAFETY Blueprint, the project planning process was initiated by the Youth Safety Coordinator in collaboration with The Alliance Technical Team. A Technical Team sub-group further developed the project concept and ultimately created the present proposal. The design was presented to the Deputy City Manager, the Chief of Police, and Alliance Policy Team (co-chaired by the mayor and a county supervisor). Feedback was solicited, questions were answered, suggestions were heard, and a vote of support was taken.

4.2 Project management and oversight. The project will be overseen by Grace Magistrale-Hoffman, Deputy City Manager. Day-to-day project management will be carried out through the Oxnard City Manager's Office of Youth Safety created specifically to work with community members and partner agencies to implement gang-intervention strategies. The office is staffed by fulltime Youth Safety Coordinator, Ken Klopman, and supported by a part-time Administrative Assistant, Lynnette Raya. Financial management of the project is supported by the Oxnard Police Department. The City Manager's Office/Office of Youth Safety, as a City department, has full access to all of the other City departments to support and carry out this project.

4.3 Management structure and decision-making. This project is fully supported by elected officials and city management including the Mayor who co-chairs the Alliance, the Mayor ProTem, and two County Supervisors. Oversight of this project and other youth-violence prevention efforts is provided by the Deputy City Manager. The Alliance Technical Team will conduct quarterly reviews and receive monthly program updates.

4.4 Readiness to provide services. The City of Oxnard is prepared to begin the process of contracting with a nonprofit partner for implementation of the Project as early as January 1, 2015 (the City's procurement policy requires an open bid for the nonprofit contract proposed herein). The following table provides a timeline for project activities.

Date	Activity
January – March 2015	**Project Start-up** including issuing an RFP for nonprofit partner(s) to provide outreach, Life Coaching, support, information and referral and MRT. Start of monthly program updates by Alliance Technical Team and quarterly program updates by Policy Team.
April – June 2015	**Training** including Community Resiliency Model; Trauma-Informed Assessment; Motivational Interviewing; Mindfulness meditation; and Data Collection (for Project Evaluation)
June 2015	**Level 1 - Targeted Outreach** begins
August 2015	**Level 2 - Life Coaching** and Learning Circles begin
January 2016	**Level 3 – Moral Reconation Therapy** (first series begins)
2016-2017	**Outreach, Life Coaching and Learning Circles** continue
July 2016	**Moral Reconation Therapy (second 16 week series begins)** First Navigators begin assisting with outreach and engagement of gang-involved youth(following completion of MRT)
January 2017	**Moral Reconation Therapy (third 16 week series begins)** Second group of Navigators begin assisting with outreach

July 2017	**Moral Reconation Therapy (fourth 16 week series begins)** Third group of Navigators begin assisting with outreach
July 2016 on	**Program adjustments** following the 18-month mark will be followed by semi-annual reviews at 24, 30 and 36 months.

SECTION V: CAPABILITY AND QUALIFICATIONS (100 Points) 5.1 City's ability to conduct the proposed project. Oxnard's Office of Youth Safety was created specifically to work with community members and partner agencies to implement gang- and youth-violence prevention strategies. The office is staffed by a fulltime Youth Safety Coordinator and supported by a part-time Administrative Assistant. Financial management of the project is supported by the Oxnard Police Department. The Office of Youth Safety has full access to the support of the other City departments.

5.2 City's experience and capability to conduct the project. In 2007, Oxnard and the Ventura County Probation and Human Services Agencies initiated a collaborative, The Oxnard Alliance for Community Strength ("The Alliance"), to reduce Oxnard youth violence by combining prevention, intervention, and enforcement as an alternative to prison-only solutions. The Alliance has a Policy Team that is co-chaired by the Mayor of the City of Oxnard and by a County Supervisor from the Ventura County Board of Supervisors. The Presiding Judge of the Juvenile Courts is an active member of the Policy Team. He and the Presiding Judge of the Superior Court appoint members of the Ventura County Juvenile Justice and Delinquency Prevention Commission. In July 2009, the City was awarded a 2008 CalGRIP grant to fund "Operation PeaceWorks"' (OPW), a gang-intervention strategy which provided much of what was thought to be missing in previous years. OPW adopted the Boston Operation Ceasefire model where gang members were called to meetings ("Call-Ins") and addressed by members of the community and justice system. The first OPW Call-In was held in November 2009. Those that accepted OPW's offer of help entered a 6-month job and civic responsibility training program at Oxnard City Corps, a community service and job training program for youth. Two years after that first Call-In, violent gang assaults ***dropped 36.4%*** while gang-related homicides ***dropped 80%***. These reductions were believed to result from Oxnard's blending of intervention strategies with proven suppression strategies as well as significant behavioral changes in OPW participants. As Homeboy Industries founder, Father Greg Boyle, has expressed, *"Nothing stops a bullet like a job."*

In May 2008, The Alliance developed and adopted the Oxnard Strategic Action Framework for Empowered and Thriving Youth (SAFETY) Blueprint to describe the range of elements needed to increase positive outcomes for young people, and consequently, to reduce violence, shift social norms, and promote safety for all. The Alliance also commissioned through the *Consejos Report: A Community Wisdom Narrative,* a synthesis of community wisdom gathered through learning circles. In August 2010, The Alliance developed and issued an Action Plan to guide implementation the SAFETY Blueprint and the Consejos Report.

In 2009, the Ventura County Probation Agency (VCPA) received the Enhanced Disproportionate Minority Contact – Technical Assistance Project (DMC-TAP) II grant. The VCPA contracted support services with the expert consultant, W. Haywood Burns Institute. While there have been improvements in reducing race and ethnic disparities (RED) through collaborative work which includes members of the Alliance network and OPD, there is still room for improvement. A January 2014 DMC Summary Report presented to the Juvenile Detention Alternative Initiative Executive Committee identified the following domains: measuring progress and data recommendations; strengthening governance structures; and the need for community engagement. The City is currently engaged in becoming a trauma-informed city with its Alliance partners; participates in the local efforts of a restorative justice movement with community members, schools, Ventura County Trauma Center and criminal justice systems; promotes and supports the Strengthening Families Framework (Center for the Study of Social Policy).

5.3 Staff and qualifications necessary to provide and manage services.

Grace Magistrale-Hoffman is the current Deputy City Manager for the City of Oxnard with responsibilities including the management of gang and youth violence prevention efforts since 2007, including oversight of the Office of Youth Safety. Ms. Magistrale-serves as a member of the Board of Directors of the California Cities Violence Prevention Network. Ken Klopman is the current Youth Safety Coordinator in the Office of Youth Safety. He is a retired police sergeant and 30-year member of the Oxnard Police Department. As a police officer, Mr. Klopman held assignments that allowed him to work collaboratively with community members and community- and faith-based organizations to strengthen community connections through joint problem solving.

5.4 History of conducting and managing similar projects. During 2013 and the first half of 2014, 100% of the 26 OPW participants enrolled at Oxnard City Corps, experienced a 83% reduction in police contacts. 46% experienced no new arrests since their enrollment and only one of those arrests was for a crime of violence. While gang-related aggravated assaults and homicides are trending upward since 2012 (a 34% increase from 2012 to 2013, and a 26% increase from 2013 to 2014 (January through June), job readiness and vocational training are among OPW's greatest successes.

Street outreach also contributed to the decline in gang assaults by intervening in the lives of gang members and/or their family and friends who might have contemplated retribution following violent gang assaults, and by maintaining contact with gang members throughout the community. Community members confronting gang members about violent behavior is highly impactful. In 2007, The California Endowment (TCE) invited the City to join the "13 Cities Network" (California Cities Violence Prevention Network). The City later became a partner in a 3-year TCE funded project to develop and write the Oxnard SAFETY Blueprint and Action Plan, and to work specifically in Oxnard to ensure that the community was engaged throughout the process of addressing gang and youth violence (detailed in the Consejos Report).

SECTION VI: COST EFFECTIVENESS AND BUDGET REVIEW (100 Points) 6.1 Factors and reasons behind the budget allocations.

Major Budget Items	Explanation	Impact
Salaries & Benefits Office of Youth Safety: $379,500	Project oversight and coordination; contracts management; coordination of activities with Oxnard Alliance.	Alignment of all Project components around the goals of personal transformation and reduction of recidivism.
Community Based Partner Organization $249,600	Deliver outreach, assessment, emotional and practical support, provide training, collecting data for evaluation.	Build motivation to stay out of gangs by empowering youth; building motivation and skills; developing self-awareness and goals; and connecting youth to basic services. Empower Alliance Partners with trauma informed practices.
Evaluation: $115,000	Develop data collection	Quarterly data reports will allow

	Instruments, Train Project staff in use of instruments; analyze and report data to the City.	Project staff to adjust course, adapting the outreach, engagement and counseling to better meet youth where they are.

6.2 Explanation of how budget costs will cover entire grant period. The initial year of the grant will require more from the Youth Safety Coordinator for project start-up and contracting; Year 1 will also have the greatest expenses for training as we build capacity throughout our network of partners. Years 2 and 3 will see a reduction of the role of the Youth Safety Coordinator, as the Project gains momentum and is increasingly 'owned' by the contracting CBO. Years 2 and 3 will also require less funding for training and clinical supervision/coaching for the MI/MRT counselors.

6.3 Explanation of reasonableness of budget allocations. Budget line item calculations for Salaries and Benefits for City staff and the CBO partner are all drawn from the actual expenses of City staff and average wages & benefits for the nonprofit sector. Training expenses are based on quotations from training providers. Some of the budgeted amounts for the CBO partner are estimates (given that the City's procurement process requires that we identify the partner following receipt of the grant).

6.4 Explanation of cost effectiveness. Building capacity throughout our network will continue to provide dividends long after the project period. The investment in intervention must be weighed against the costs of medical services, hospitalization and incarceration that would be incurred in the absence of the Project. Contracting with a trusted CBO partner will reduce administrative costs.

6.5 Description of both direct and indirect costs. Direct costs include the Salaries and Benefits of Project coordination, training, outreach, counseling, group facilitation, case management, and coaching. Indirect costs include the Project's share of insurance, accounting, grants management, and financial reporting/audits.

SECTION VII: COLLABORATION/REGIONAL APPROACH (200 Points)

7.1 The regional approach used. The CalGRIP project incorporates a multi-jurisdictional approach that includes the neighboring city of Port Hueneme and the unincorporated areas of El Rio, as well as multiple public and private agencies that embrace the goal of reducing gang activity in the City and adjacent communities.

7.2 The collaboration and coordination with juvenile justice. The Ventura County Juvenile Justice Coordinating Council is co-chaired by the Hon. David Worley, Presiding Juvenile Court Judge, together with Mark Varela, Director/Chief Probation Officer of the Ventura County Probation Agency. They are members of the Alliance Policy Team and their letters of agreement are attached.

7.3 Coordinating and Advisory Council, including the membership. The Oxnard Alliance for Community Strength will serve as the project Coordinating and Advisory Council. The Alliance membership includes 192 unaffiliated community members, 260 members representing community- and faith-based organizations, and 106 members representing government and public agencies.

7.4 A description of the role(s) the Council had in developing the proposed

The structure of the Alliance is such that the Technical Team provides the Policy Team with recommendations for direction, funding, grant proposal, policy recommendations, etc. The Youth Safety Coordinator who serves on the Technical Team provided an overview of the project design and funding proposal at the quarterly Policy Team meeting. The Policy Team, who will serve in the role of Coordinating and Advisory Council for the CalGRIP project, approved the allocation of funds as presented.

7.5 The Community-Based Organization(s) City of Oxnard policy requires that any contract exceeding $25,000 must utilize a Request For Proposal (RFP) process, therefore the CBO to provide the described services is not yet identified.

7.6 Current local community efforts to address gang prevention, intervention, and/or suppression. Community and Alliance partners are working with the City to explore the possibility of becoming a trauma-informed city. There is a local movement to build restorative justice and healing practices among community members, schools, Ventura County Trauma Center and criminal justice systems. Oxnard's community partners support the Strengthening Families Framework developed by the Center for the Study of Social Policy. Partners are working on blanketing the city with the evidence-based Positive Parenting Program (Triple P). The school districts are working closely with the Oxnard Police Department for early identification of children exposed to domestic violence. The community is working with Ventura County Behavioral Health to reduce Latino disparities in mental health services. There are at least 10 community- and faith-based organizations that are utilizing paid and volunteer street outreach workers to deploy into the neighborhoods to outreach to at-risk youth. Ventura County Medical (Level II Trauma) Center has initiated a trauma intervention program with a local faith-based outreach group to interrupt the cycle of violence.

SECTION VIII: SUSTAINABILITY (50 Points) 8.1 Plan for project sustainability.

The Project is intended to permanently expand the capacity of partners within the network of the Oxnard Alliance for Community Strength. Training will build skills and instill a trauma-informed approach to assessment and services that will last beyond the contract period. The City will contract with a nonprofit partner that serves youth and families as part of its mission. We will require a plan for making the elements of this Project (e.g. MI, MRT etc.) a permanent part of the organization's programs. Each progress report from the contractor will request information about ways that the Project activities are being integrated into the core mission work of the organization. After the three years of this Project, the systems and processes developed for the project (including the tools for program evaluation) will become institutionalized.

8.2 City's history of sustaining similar projects. The City has sustained gang violence prevention efforts in the City through two primary channels: develop staffing and budgeting within a City department and supporting the development of sustainable programs through partner organizations within the Oxnard Alliance. Examples of sustaining efforts within the City include the development of the Office of Youth Safety; commitment of City funding over the past seven years to the coordination of violence prevention through a team of consultants working with the City Manager's office; and the development of Oxnard City Corps, a community service learning and job training program for 12-24 year olds. Examples of supporting the sustainability of Alliance partner programs over the past seven years include co-sponsoring parent leadership training; hosting partner dialogs on best practices in school connectedness and restorative justice; and building support for policy changes to support integration of new violence prevention frameworks, most recently encouraging leaders in the system to embrace the Strengthening Families/5 Protective Factors framework and Triple P.

2015 LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	$137,000	0	$439,700	$576,700
2. Services and Supplies	$5,000	0	0	$5,000
3. Professional Services	0	0	0	0
1. CBO Contracts *(min. 20% of grant funds)*	$246,900	0	0	$246,900
5. Indirect Costs *(no more than 10% of grant funds)*	$5,000	0	0	$5,000
6. Evaluation/Data Collection *(min. 10% of grant funds)*	$44,000	0	0	$44,000
7. Fixed Assets/Equipment	0	0	0	0
8. Other *(e.g. Travel, Training Expenses)*	$1,800	0	0	$1,800
TOTAL	$439,700	**0**	$439,700	$879,400

2016 LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	$113,900	0	$439,700	$553,600
2. Services and Supplies	$5,000	0	0	$5,000
3. Professional Services	0	0	0	0
2. CBO Contracts *(min. 20% of grant funds)*	$271,800	0	0	$271,800
5. Indirect Costs *(no more than 10% of grant funds)*	$5,000	0	0	$5,000
7. Evaluation/Data Collection *(min. 10% of grant funds)*	$44,000	0	0	$44,000
7. Fixed Assets/Equipment	0	0	0	0
8. Other *(e.g. Travel, Training Expenses)*	0	0	0	0
TOTAL	$439,700	**0**	$439,700	$879,400

2017 LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	$90,800	0	$439,700	$530,500
2. Services and Supplies	$5,000	0	0	$5,000
3. Professional Services	0	0	0	0
3. CBO Contracts *(min. 20% of grant funds)*	$284,900	0	0	$284,900
5. Indirect Costs *(no more than 10% of grant funds)*	$5,000	0	0	$5,000
8. Evaluation/Data Collection *(min. 10% of grant funds)*	$54,000	0	0	$54,000
7. Fixed Assets/Equipment	0	0	0	0
8. Other *(e.g. Travel, Training Expenses)*	0	0	0	0
TOTAL	$439,700	**0**	$439,700	$879,400

Budget Narrative

1. **SALARIES AND BENEFITS:**

City Youth Safety Coordinator: The Youth Safety Coordinator (YSC) is a full-time benefited City staff position (Management Analyst II) in the City Manager's Office of Youth Safety (OYS) dedicated 100% to the project implementation, oversight, and management including: managing subcontracts, overseeing outreach, facilitating, expanding, and maintaining community engagement by informing, consulting with, involving, and collaborating with and empowering the community, identifying potential youth clients in the target population, monitoring project progress, gathering project data, compiling grant and program reports, reporting progress and challenges to the Coordinating Council, informing community members and partners organizations of the status of gang and youth violence reduction, intervention, and prevention efforts and successes, and making program adjustments as necessary to ensure progress.

- $42.73/hour x 2080 hours/year = $88,878 + $17.79/hour benefits (PERS, workers comp, medical, dental, & Medicare) x 2080 hours/year = $37,003.
- **Project total = $245,700**
    - Year 1 at 75% = $94,500
    - Year 2 at 65% = $81,900
    - Year 3 at 55% = $69,300

City Administrative Assistant: The Administrative Assistant is a half-time benefited City staff position (Administrative Assistant) in the City Manager's Office of Youth Safety dedicated 100% to the project to assist with gathering grant progress reports from project partners, grant data collection and compilation, managing project data bases, compiling statistics, assisting with grant reporting, scheduling meetings and events, fielding calls and other project inquiries, maintaining OYS websites, and other clerical and support functions.

- $35.22/hour x 1040 hours/year = $36,629 + $5.28/hour benefits (PERS, workers comp, medical, dental, & Medicare) x 1040 hours/year = $5,491.
- **Project total = $96,000**
  - Year 1 at 100% = $42,500
  - Year 2 at 75% = $32,000
  - Year 3 at 50% = $21,500

Gang Suppression/Enforcement Unit: Project Transformation Pathways (PTP) is a gang-intervention strategy focusing on all gang-involved and gang-exposed youth, ages 15-24. Because PTP places a special emphasis upon facilitating personal transformation for those individuals who *want* change, the initial impact of PTP is expected to be more readily apparent on a micro level with individual participants rather than on a macro community-wide level.

The micro impact will be seen, for example, in individual survey responses as well as in individuals who have experienced a reduction in the number of police contacts and arrests, met their educational goals, gained employment, completed parenting, substance abuse, and anger management classes, participated in therapy, circles, and other holistic or non-traditional approaches. Macro changes will be seen in community surveys measuring perceptions of community safety as well as citywide statistics on gang homicides, violent assaults, arrests, etc. Because readiness for change is part of an individual's personal journey, there will always remain a great number of gang-involved youth who are not ready for, committed to, or seeking transformation, and for them, suppression and enforcement is the most effective and appropriate approach until they are ready to consider change. The elements of PTP provide the Intervention and Prevention components of the City's CalGRIP efforts while the Oxnard Police Department is committed to contributing to the Reduction component by deploying two full-time teams of gang officers to conduct suppression and enforcement activities to augment this project. PTP requires no grant resources to fund the suppression/enforcement efforts; this will be provided on an in-kind basis to match grant funding at $439,700/year; **Project total = $1,319,100**.

2. **SERVICES AND SUPPLIES:** This budget line item will be used for undetermined expenses including office supplies, printing, presentation materials, public education and information materials (flyers, brochures, business cards, etc.) $5,000/year; **Project total = $15,000.**

3. **PROFESSIONAL SERVICES:** n/a

4. **COMMUNITY-BASED ORGANIZATIONS (CBO) CONTRACT:** City of Oxnard policy requires that any contract exceeding $25,000 must utilize the Request For Proposal (RFP) or Request For Qualifications (RFQ) process, therefore the CBO to provide the described services is not yet identified. The services that the contracted CBO will be expected to provide include: 1) training for network partners to build capacity in addressing youth violence; 2) outreach to identify and assess gang-involved and gang-exposed youth; 3) one-on-one motivational interviews; 4) support facilitation (in the Learning Circle format); 5) information and referral to partner agencies (including job-training and placement services); 6) Moral Reconation Therapy; 7) leadership opportunities for program Navigators; 8) coaching/supervision for MI and MRT implementation Life Guides and Navigators; and 9) attend Reducing Racial and Ethnic Disparity training.

DESCRIPTION	DETAILS	YEAR 1 AMOUNT (2015)	YEAR 2 AMOUNT (2016)	YEAR 3 AMOUNT (2017)	3-YEAR TOTAL
CBO Project Coordinator	½ *FTE x $40/hr x 9 months in 1st year +12 months in 2nd & 3rd years	$31,200	$41,600	$41,600	$114,400
Outreach Workers (2)	2 *FTEs x $20/hr for 9 months in 1st year and 12 months in 2nd & 3rd years	$62,400	$83,200	$83,200	$228,800
Facilitator Stipends	$20/session x 500 individual sessions + $50 circle x 100 circles	$15,000	$15,000	$15,000	$45,000
Supervising Clinician / Coach	$100/hr x 5 hrs per week weekly for first 6 months, then semi-monthly for the remainder of the project	$19,500	$13,000	$13,000	$45,500

Life Coaches (Case Mgt)	1½ *FTEs x $25/hr	$78,000	$78,000	$78,000	$234,000
Navigator Stipends	5 Navigators x $20 per session x 25 individual sessions + $50 x 20 group sessions starting 18 months into project	0	$3,750	$7,500	$11,250
Community Resiliency Model (CRM)	CRM train-the-trainer course for 20 individuals	$20,000	0	0	$20,000
Motivational Interviewing (MI)	MI training for 12 clients @ $900 per client	$10,800	$4,500	$4,500	$19,800
Additional Capacity-Building Training	Training for staff & community members on trauma-informed approaches & practices	0	$22,750	$32,100	$54,850
Translation Services	Spanish & Mixteco translator & interpreter services during circles	$10,000	$10,000	$10,000	$30,000
TOTAL		**$246,900**	**$271,800**	**$284,900**	**$803,600**

*Full-Time Employee

5. **INDIRECT COSTS:** An administrative fee will be allocated for the City of Oxnard/Police Department (Grants Management) to track and distribute grant funds, maintain financial records, manage budget amendments, complete financial reports, and manage audits. $5,000/year; **Project total = $15,000.**

6. **EVALUATION/DATA COLLECTION:** An independent evaluator will be used to develop or adapt data collection tools; train project staff to use evaluation tools; receive and analyze data; and generate reports for the City. City of Oxnard policy requires that any contract exceeding $25,000 must utilize the Request For

Proposal (RFP) or Request For Qualifications (RFQ) process, therefore the CBO to provide the described services is not yet identified. $44,000 is budgeted for the 1st and 2nd years; $54,000 is budgeted for final evaluation. **Project total = $142,000.**

7. **FIXED ASSETS/EQUIPMENT:** n/a

8. **OTHER:** An allocation for three persons to include the City's grant project manager and the CBO project manager is being made to attend the one-day Reducing Racial & Ethnic Disparity (RED) training. The allocation is based on $250 air fare per person to Sacramento, $100 hotel for two nights per person, and $75 per diem for two days ($600 total per person). **Project total = $1,800.**

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING EXECUTION OF GRANT AGREEMENT

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

WHEREAS, City Council Resolution No. 14,683 authorized the City to make application for California Gang Reduction, Intervention and Prevention (CalGRIP) Program grant funding from the State of California, Board of State and Community Corrections (BSCC); and

WHEREAS, the State of California approved the funding request in the amount of $439,700 per year for calendar years 2015-2017 to be used to reduce gang and youth violence through efforts including prevention, direct intervention, job training and skills building, educational opportunities, and community engagement, dependent year to year upon availability of State funding; and

WHEREAS, the State of California has approved the City's reapplication for continued (Year 3) funding for calendar year 2017 in the amount of $439,700 for the CalGRIP Program grant.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:
To authorize the City Manager or designee to execute a grant agreement for CalGRIP funding from the State of California Board of State and Community Corrections to fund a collaborative, trauma-informed gang intervention strategy for at-promise youth and their families for calendar year 2017. The City Council further resolves that the Chief Financial Officer or designee is authorized to submit financial report and grant claims. The City Council further resolves that the City Manager or designee is authorized to submit non-financial program or status reports.

PASSED AND ADOPTED THIS 24th day of January, 2017, by the following vote:

AYES:

NOES:

ABSENT:

____
Tim Flynn, Mayor

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Recreation **Date:** January 24, 2017

Project/Program Manager: Ingrid Hardy **Phone:** 385-7997

Reason for Appropriation:

3rd year grant funding for CalGrip 2015-2017

Accounts and Descriptions		**AMOUNT**
Fund: STATE/LOCAL-MY GRANTS FUND (219)		
Revenues/Transfers In		
CALGRIP 2015-17 (662135)		
219-2038-532.72-31	STATE / LOCAL SOURCES / STATE GRANT REVENUES	439,700
Expenditures/Transfers Out		
CALGRIP 2015-17 (662135)		
219-2038-802.80-02	PERSONNEL SERVICES / DIRECT LABOR-TEMPORARY	240,000
219-2038-802.80-41	PERSONNEL SERVICES / EMPLOYEE BENEFITS	25,000
219-2038-802.80-43	PERSONNEL SERVICES / PERS	15,000
219-2038-802.81-02	MATERIALS AND SUPPLIES / SUPPLIES - OFFICE	19,500
219-2038-802.81-34	MATERIALS AND SUPPLIES / MINOR EQP-SHOP/FIELD	40,000
219-2038-802.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRA	89,700
219-2038-802.83-43	TRAINING/WORKSHOP/MTNGS	10,000
219-2038-802.84-02	PHOTOCOPY CHARGES	500
	Sub-total Expenditures	439,700
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**439,700**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.:** 5

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Ingrid Hardy
Cultural & Comm Services Dir

SUBJECT: Senior Services Contribution Awards to Agencies

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

RECOMMENDATION:

That City Council:

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

2. Direct the Interim Recreation Supervisor to notify recipients of Senior Services Contribution Awards.

3. Authorize the Interim Recreation Supervisor to execute a letter of agreement for each recipient.

4. Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.

BACKGROUND

A total of $44,600 is budgeted in the Fiscal Year 2016-2017 General Fund budget to award funding to agencies that provide supportive services for Oxnard senior adults. Senior Services

Contribution funding is provided on an annual basis and is contingent upon the review and recommendation of the Senior Services Commission (SSC). During the month of September 2016, the SSC invited requests for funding from local agencies serving senior adults in the Oxnard area. Eleven agencies responded to the Requests for Proposals (RFP) with requests totaling $81,500.

The SSC met on November 8, 2016 to discuss, review and make funding recommendations for City Council approval. In this regard, the SSC has recommended the following funding amounts for Fiscal Year 2016-2017:

Agency	Recommendation	Request
1. ACTION - Wheelchair Ramps/Accessibility Projects	$1,900	$4,000
2. Camarillo Hospice - Assistance to Homebound, Frail, Elders	$3,800	$6,000
3. CAREGIVERS: Volunteers Assisting the Elderly	$5,700	$10,000
4. Catholic Charities of Los Angeles Inc. - Ventura County OASIS	$4,750	$10,000
5. Elderpride- SHOP AHOY	$4,000	$5,500
6. FOOD Share - Senior Share	$2,200	$10,000
7. Grey Law of Ventura County, Inc.	$4,000	$5,000
8. Livingston Memorial Visiting Nurses Association-Caregiver Respite	$4,750	$5,000
9. Long Term Care Services of Ventura County, Inc. - Ombudsman Program	$4,750	$9,000
10. St. John's- Senior Wellness Program	$4,000	$5,000
11. Ventura County Area Agency on Aging-Fall Prevention Programs	$4,750	$12,000
TOTAL:	**$44,600**	**$81,500**

STRATEGIC PRIORITIES

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

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

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

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

FINANCIAL IMPACT

Funds in the amount of $44,600 are budgeted in Senior Services Contribution to Other Agency in Fiscal Year 2016-17 (Account no. 101-5503-805.83-31) for the purpose of providing funds to agencies and/or organizations that render services to senior adults within the City of Oxnard. No additional General Fund appropriation is needed.

ATTACHMENTS:

Attachment A: Senior Services Commission Meeting Minutes 11/8/16

SENIOR SERVICES COMMISSION
Minutes
November 8, 2016

Chair Sweetland called the Senior Services Commission meeting to order at 9:01 a.m.

A. ROLL CALL

Commissioners Present:	K. Brainard, A. Clemens, K. Lanker, A. Madrid, C. Owens, A. Sweetland, L. Villareal Yu
Commissioners Absent:	R. Fischer
Staff Present:	M. Eastlake, RSVP Director R. Rakestraw, Interim Recreation Supervisor

B. APPROVAL OF MINUTES
Commissioner Lanker moved and Commissioner Brainard seconded approval of the October 11, 2016 meeting minutes. AYES: Brainard, Clemens, Lanker, Madrid, Sweetland, Yu. NOS: none. ABSENT: Fischer. ABSTAIN: Owens.

C. PUBLIC COMMENTS
None

D. CEREMONIAL CALENDAR
Marisue Eastlake introduced Janice and Marty Goldman, RSVP volunteers, and spoke about the help they have provided to community organizations for 20 years. Chair Sweetland gave them certificates honoring their service.

E. PRESENTATIONS
Chair Sweetland introduced Cultural and Community Services Director Ingrid Hardy and City Manager Greg Nyhoff. The City Manager spoke about the city's fiscal position and the City Council's strategic priorities for 2016-2018. He suggested there is Measure O money available to help fund construction of a new senior center, and discussed three potential locations, including Campus Park, vacant land at the corner of Gonzales Road and Oxnard Boulevard, and property at Patterson Road and Fifth streets.

F. OLD BUSINESS
Renee Rakestraw updated commissioners on the progress of the Wilson Senior Center kitchen upgrade. In addition to the installation of new sinks, the center's main room has been repainted and other maintenance is in the works. The expected reopening date is November 28.

G. NEW BUSINESS
Commissioners reviewed requests for the $44,600 in Senior Services grant funding available. After discussion, they agreed to send the following recommendation to the City Council for final approval. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland. NOS: none. ABSENT: Fischer. ABSTAIN: Yu.

Amount	Agency
$1,900	ACTION
$5,700	CAREGIVERS: Volunteers Assisting the Elderly
$3,800	Camarillo Hospice
$4,750	Catholic Charities OASIS
$4,750	County of Ventura Area Agency on Aging
$2,200	FOOD Share
$4,000	Grey Law of Ventura County
$4,750	Livingston Memorial Visiting Nurse Association
$4,750	Long Term Care Services of Ventura County, Inc.
$4,000	Shop Ahoy
$4,000	St. John's Regional Medical Center, Community Health Education Dept.

Commissioners also discussed requiring some data reporting from Senior Services grant recipients. Further discussion was tabled to the January 2017 meeting.

Commissioners reviewed the proposed 2017 meeting calendar and changed meeting locations in January and April to the Wilson Senior Center and South Oxnard Center, respectively. All other meetings will be held at the Oxnard Library Meeting Room B. Vice Chair Brainard moved and Commissioner Lanker seconded approval of the calendar. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland. NOS: none. ABSENT: Fischer, Yu (had left the meeting momentarily). ABSTAIN: none.

Vice Chair Brainard has requested to step down from serving on the Ventura County Area Agency on Aging Advisory Council. Commissioner Owens offered to take her place. Commissioner Clemens moved and Vice Chair Brainard seconded recommending the City Council appoint Commissioner Owens to the post. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland, Yu. NOS: none. ABSENT: Fischer. ABSTAIN: none.

Rakestraw reviewed upcoming Senior Services events, including Commission participation in the Christmas Parade and the senior Christmas party. Eastlake reviewed progress on implementing the Tai Chi Moving for Better Balance program.

H. SUBCOMMITTEE REPORTS / COMMISSION BUSINESS
There were no updates on Commission subcommittees.

I. FUTURE AGENDA ITEMS

Commissioner Clemens asked for an update on the connection between a new senior center and an attempt to build a YMCA in Oxnard.

J. ADJOURNMENT

Commissioner Owens moved and Commissioner Madrid seconded adjournment at 11:04 a.m. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland, Yu. NOS: none. ABSENT: Fischer. ABSTAIN: none.

CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 6

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Ingrid Hardy
Cultural & Comm Services Dir

SUBJECT: Appointment of One Representative to the Ventura County Area Agency on Aging Advisory Council

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

RECOMMENDATION:

That City Council approve the recommendation from the Senior Services Commission and appoint Senior Services Commissioner, Clark Owens, to the Ventura County Area Agency on Aging Advisory Council.

BACKGROUND

The Advisory Council of the Ventura County Area Agency on Aging (VCAAA) is a community-based body of advocates for persons age 60 and over. Members represent the Ventura County Board of Supervisors, local cities and service providers.

The objective of the Advisory Council is to involve the community in creating and sustaining programs that impact senior living and family caregivers. To achieve this goal members participate in outreach, grantee site visits, task force groups and issues of County concern.

At the November 8, 2016, Senior Services Commission meeting, the Commission voted to recommend Commissioner Clark Owens to represent the City of Oxnard for a two year term on the VCAAA's Advisory Council. It is a requirement of the VCAAA Advisory Council that the recommendation be ratified by the City Council.

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 fiscal impact with the presentation of this annual report.

ATTACHMENTS:

Senior Services Commission Meeting Minutes 11/8/16

SENIOR SERVICES COMMISSION
Minutes
November 8, 2016

Chair Sweetland called the Senior Services Commission meeting to order at 9:01 a.m.

A. ROLL CALL

Commissioners Present:	K. Brainard, A. Clemens, K. Lanker, A. Madrid, C. Owens, A. Sweetland, L. Villareal Yu
Commissioners Absent:	R. Fischer
Staff Present:	M. Eastlake, RSVP Director R. Rakestraw, Interim Recreation Supervisor

B. APPROVAL OF MINUTES
Commissioner Lanker moved and Commissioner Brainard seconded approval of the October 11, 2016 meeting minutes. AYES: Brainard, Clemens, Lanker, Madrid, Sweetland, Yu. NOS: none. ABSENT: Fischer. ABSTAIN: Owens.

C. PUBLIC COMMENTS
None

D. CEREMONIAL CALENDAR
Marisue Eastlake introduced Janice and Marty Goldman, RSVP volunteers, and spoke about the help they have provided to community organizations for 20 years. Chair Sweetland gave them certificates honoring their service.

E. PRESENTATIONS
Chair Sweetland introduced Cultural and Community Services Director Ingrid Hardy and City Manager Greg Nyhoff. The City Manager spoke about the city’s fiscal position and the City Council’s strategic priorities for 2016-2018. He suggested there is Measure O money available to help fund construction of a new senior center, and discussed three potential locations, including Campus Park, vacant land at the corner of Gonzales Road and Oxnard Boulevard, and property at Patterson Road and Fifth streets.

F. OLD BUSINESS
Renee Rakestraw updated commissioners on the progress of the Wilson Senior Center kitchen upgrade. In addition to the installation of new sinks, the center’s main room has been repainted and other maintenance is in the works. The expected reopening date is November 28.

G. NEW BUSINESS
Commissioners reviewed requests for the $44,600 in Senior Services grant funding available. After discussion, they agreed to send the following recommendation to the City Council for final approval. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland. NOS: none. ABSENT: Fischer. ABSTAIN: Yu.

Amount	Agency
$1,900	ACTION
$5,700	CAREGIVERS: Volunteers Assisting the Elderly
$3,800	Camarillo Hospice
$4,750	Catholic Charities OASIS
$4,750	County of Ventura Area Agency on Aging
$2,200	FOOD Share
$4,000	Grey Law of Ventura County
$4,750	Livingston Memorial Visiting Nurse Association
$4,750	Long Term Care Services of Ventura County, Inc.
$4,000	Shop Ahoy
$4,000	St. John's Regional Medical Center, Community Health Education Dept.

Commissioners also discussed requiring some data reporting from Senior Services grant recipients. Further discussion was tabled to the January 2017 meeting.

Commissioners reviewed the proposed 2017 meeting calendar and changed meeting locations in January and April to the Wilson Senior Center and South Oxnard Center, respectively. All other meetings will be held at the Oxnard Library Meeting Room B. Vice Chair Brainard moved and Commissioner Lanker seconded approval of the calendar. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland. NOS: none. ABSENT: Fischer, Yu (had left the meeting momentarily). ABSTAIN: none.

Vice Chair Brainard has requested to step down from serving on the Ventura County Area Agency on Aging Advisory Council. Commissioner Owens offered to take her place. Commissioner Clemens moved and Vice Chair Brainard seconded recommending the City Council appoint Commissioner Owens to the post. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland, Yu. NOS: none. ABSENT: Fischer. ABSTAIN: none.

Rakestraw reviewed upcoming Senior Services events, including Commission participation in the Christmas Parade and the senior Christmas party. Eastlake reviewed progress on implementing the Tai Chi Moving for Better Balance program.

H. SUBCOMMITTEE REPORTS / COMMISSION BUSINESS
There were no updates on Commission subcommittees.

I. FUTURE AGENDA ITEMS

Commissioner Clemens asked for an update on the connection between a new senior center and an attempt to build a YMCA in Oxnard.

J. ADJOURNMENT

Commissioner Owens moved and Commissioner Madrid seconded adjournment at 11:04 a.m. AYES: Brainard, Clemens, Lanker, Madrid, Owens, Sweetland, Yu. NOS: none. ABSENT: Fischer. ABSTAIN: none.

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 7**

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager
Greg Nyhoff

FROM: Ashley Golden
Development Services Director

SUBJECT: Budget Appropriation for Rice/101 Interchange Phase II

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

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of $535,600 from the Southern California Gas Company (SCG) $4.06 million judgment on September 26, 2016 to the Highway 101-Rice Phase II (Project No. 163106).

BACKGROUND

The Superior Court of California for the County of Ventura awarded a $4.06 million judgment on September 26, 2016, to the City of Oxnard following a dispute between the City and Southern California Gas Company (SCG) over the costs of relocating gas lines for the Rice Avenue/Santa Clara Avenue Interchange Improvement project that was completed in 2012. The Superior Court judgment came after the California Court of Appeals for the 2nd District in January 2016 reversed the Superior Court's original 2014 ruling to dismiss the City's lawsuit to recover the costs it paid to SCG to relocate the gas lines so that the capital improvement project could proceed. The award included all documented costs for the relocations, attorneys' fees, and 7 percent interest. The settlement award of approximately $4.06 million has been designated in the following funds. The allocation of the settlement funds were distributed based on the proportional share each associated fund paid of the expense for relocating Southern California Gas Company gas lines in the streets for the Rice/101 interchange.

Fund	Amount
Air Pollution Buy-Down Fee Fund 118*	$ 606,152
State Gas Tax Fund 181	83,430
Trans. Dev. Act/Local Trans. Fund Article 8 Fund 212	2,173,642
Capital Outlay Fund 301	1,130,680
Circulation System Improvement Fees Fund 354	70,494
Total	**$ 4,064,398**

**fund is used for improving air quality, not traffic congestion*

The Rice Avenue/Santa Clara Avenue Interchange Improvement project (Highway 101-Rice Interchange Project 873114) was closed when the final grant invoice was submitted to the California Department of Transportation (Caltrans) for the federal funding to reimburse the city for the design, right of way, and construction of the Rice Avenue/Santa Clara Avenue interchange at U.S. Highway 101. The interchange project has on-going expenses including two pending legal actions and obligations under the two cooperative agreements with Caltrans (Agreement Nos. A-5560 and A-7011). Due to ongoing expenses, a new project has been established to pay and track continuing expenses through the final phase of the project as "Highway 101—Rice Phase II" (Project No. 163106). Of the $1,130,680 settlement reserved in Capital Outlay Fund 301, $535,600 will be appropriated to Project No. 163106 to cover ongoing expenses.

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.

FINANCIAL IMPACT

An appropriation in the amount of $535,600 for the on-going project expenses related to Highway 101 – Rice Phase II Project No. 163106 would be appropriated from the settlement of the SCG judgment designated in Capital Outlay Fund 301. The Project No. 163106 would be expected to close when all obligations are completed.

ATTACHMENTS:

Attachment A. Budget Appropriation for Rice-101 Phase II

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services **Date:** January 24, 2017

Project/Program Manager: Ashley Golden, Director **Phone:** 385-7882

Reason for Appropriation:

To provide funding for legal expenses and post-construction expenses for the Rice Ave/Santa Clara Ave interchange project on Hwy 101 Phase II from Southern CA Gas judgment settlement reserved in Capital Outlay Fund 301

Accounts and Descriptions — **AMOUNT**

Fund: 301-Capital Outlay Fund

Expenditures/Transfers Out

HWY 101-RICE PHASE II (PROJECT #163106)

301-9718-826-8204	Services-Legal Counsel	235,101
301-9718-826-8207	Services-Real Estate	604
301-9718-826-8208	Services-Construction	193,910
301-9718-826-8209	Svcs-Other Prof/Contract	68,891
301-9718-826-8261	Utility Expense-Electric	1,839
301-9718-826-8451	Services From Other Programs	35,244
301-9718-826-8606	Machinery & Equipment-New	11
	Sub-total Expenditures	535,600
	Net Change to Fund Balance (Reserved / Street & Traffic Improvement)	**(535,600)**
	Net Appropriation Change	**535,600**

Approvals

Department Director ______________________
Ashley Golden

Chief Financial Officer ______________________
James Throop

City Manager ______________________
Greg Nyhoff

BA# (Finance Use Only)______________

BA DOC.# (Finance)_

Revi

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 8**

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approve Plans and Specifications for Windsor North Project No. PW17-02

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

RECOMMENDATION:

That City Council adopt plans and specifications and authorize staff to solicit bids for the Neighborhood Street Resurfacing Project for PW17-02 Windsor North.

BACKGROUND

The City completed a pavement management analysis in 2016. Regular maintenance will result in better quality streets at lower cost. The Windsor North neighborhood's streets have an average 37 pavement condition index (CPI) out of a total 100. The neighborhood streets in Oxnard need a routine "facelift" roughly every eight years. The larger arterial streets need attention every seven years. If City streets do not receive the required maintenance, they will deteriorate much more rapidly. This has been a challenge due to insufficient funding to maintain streets at the optimal time intervals. Over the last 14 years, 34 residential neighborhoods have been resurfaced at a total cost of $68,791,328. With the approval of Measure "O" on November 4, 2008, $20 million became available to help fund the continuation of the neighborhood street resurfacing projects. The Windsor North Neighborhood is now slated for resurfacing.

The Windsor North Neighborhood Street Resurfacing Project consists of resurfacing existing asphalt concrete pavement. Specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjusting utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

STRATEGIC PRIORITIES

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

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

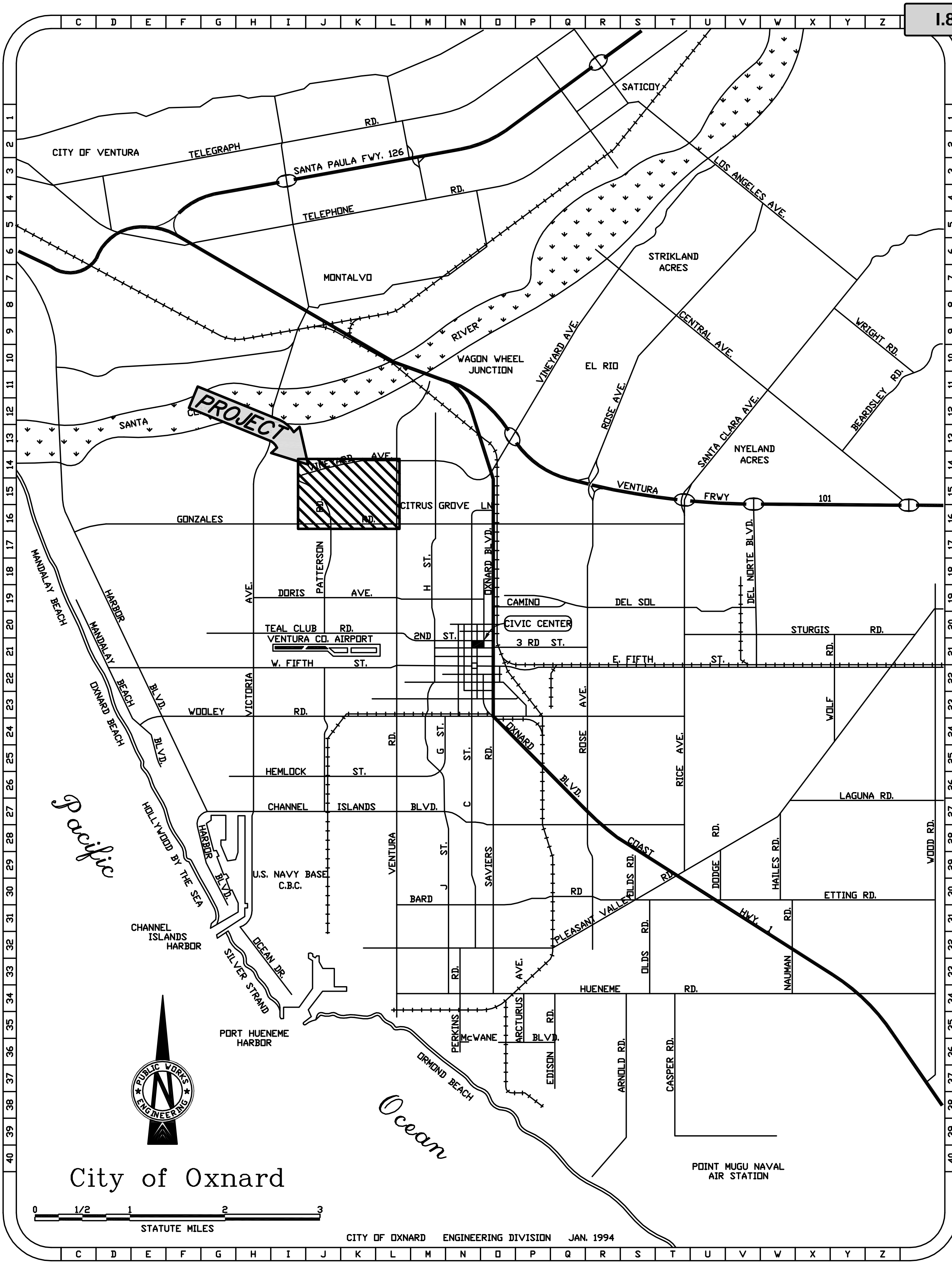
FINANCIAL IMPACT

On October 4, 2014, Council authorized $2 million of funding from the Lease Revenue Project and Refunding Bonds, Series 2014 to the Windsor North Streets Resurfacing Project No. 153119. After the City receives and evaluates bids, staff will return to City Council to recommend approval and an award of a contract to the lowest responsible bidder.

Note: Plans and specifications for PW17-02 Windsor North Street Resurfacing Project will be available for review at the City of Oxnard Purchasing Division, 300 West Third Street, Suite 202, Oxnard, CA 93030, after 8:00 a.m. on Thursday prior to the City Council Meeting.

ATTACHMENTS:

Attachment A - Windsor North Location Map



LOCATION MAP

WINDSOR NORTH RIVER RIDGE
NEIGHBORHOOD RESURFACING PROJECT

CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 1

DATE: January 24, 2017

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Investment Policy and Annual Report of Investment Activity (10/20/20)

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, 385-7808

RECOMMENDATION:

That City Council: 1.) Approve the Investment Policy for the City of Oxnard; 2.) Adopt a resolution delegating investment authority to the City Treasurer; and 3.) Adopt a resolution authorizing and requesting the investment of excess funds in the Ventura County Treasury pool.

BACKGROUND

The Investment Policy (Attachment 1) uses the Municipal Treasurers Association of US and Canada suggested language and adapted it to Oxnard's needs. Minor adjustments were made to the verbiage in the prior Annual Investment policy, specifically:

- SCOPE: a report on invested bond proceeds issued by the trustee can be added to monthly investment report;
- Fitch's and FDIC have been added as rating entities the City can use when determining the quality of an investment instrument;
- Language has been updated to make Oxnard's policy more consistent with State Law and Codes, whereas previously there were some restrictions that did not agree with State limits. For example, There were limits on the percentage of investments purchased from one institution that either exceeded State limits or were lower than State limits (CD's reduced from 40% to 30% of the City's portfolio and eliminated the added 15% limit at any one institution to comply with current law);
- The addition of the Ventura County Investment Pool (VCIP) and CALTRUST consistent with Government Code section 53635;

- The resolution authorizing the Treasurer to invest with VCIP;
- City inter-fund loans will now have the same restrictions as provided in State law;
- All U.S. Treasury securities, and authorized pools will now be limited as prescribed by State law;
- The annual audit shall be performed by an "auditor" as defined in FASB and GASB (Financial Accounting Standards Board, and Government Accounting Standards Board);
- Performance standards will use LAIF (Local Agency Investment Fund) as a guide with the intent of generating a higher positive yield;
- Reporting now requires that the City Clerk also be provided copies of monthly, quarterly and annual reports when required to be prepared;
- Questionnaires and certification forms for Banks, Savings & Loan, Brokers and Broker/Dealers have been eliminated as these are defined but need not be included as to form in the Investment Policy; and
- The California Government Codes have been updated as has the Glossary of terms.

Investment Procedures

The City of Oxnard's portfolio is **conservative** and planned with safety of principal as the first objective followed by provision for funds when needed. Yield is important after these two objectives have been met. The portfolio is diversified as to type of investment, financial institution and maturity. Securities with maturities of more than thirty days are delivered to the City's third-party safekeeping account. City funds are consolidated in the pooled money investment fund to provide maximum investment opportunity. Analysis of cash-flow provides data for anticipated income, clearance of outstanding checks, and dates for extraordinary expenditures to manage liquidity requirements.

Interest Earnings

Previous earnings were based on the fact that a long term cash-flow report was not available thus requiring the Treasurer to invest almost all funds with a very short horizon. The CFO and the Treasurer are working on developing a moving long term cash flow report, which when completed will allow for a more level ladder investment portfolio. Prior investment loaded the one year maturity horizon with 53% of all money invested. By the end of December that percentage was already reduced to 42% with the single biggest increase in the 5 year maturity group. It is expected that once the long term cash flow report becomes available a more detailed planned ladder investment approach could produce 100 to 200 basis points higher earnings.

GASB Reporting Requirements

Quarterly portfolio reports, stating market value of each investment, have not been presented to City Council for some time, but is a high priority again and will contain more detailed information than previously provided. As stated in the investment policy, instruments are purchased with defined maturities and with the intent of holding them to maturity thus receiving full value of the investment. Holding investments to maturity provides a stable portfolio with no actual loss of principal.

Effective Cash Management
The City Treasurer's Department is working to coordinate with the Finance Department General Accounting and other departments for amounts and payment dates of bond, interest, and other wired payments as well as anticipated payroll and accounts payable disbursements to develop cash flow reporting and liquidity needs.

California Municipal Treasurers' Association
The California Municipal Treasurer's Association (CMTA) is a valuable resource to the City. The Treasurer's continued attendance at the workshops and annual conference assist in being informed of the new legislation or investment instruments effecting municipalities in today's ever changing economy.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

Effective management and investment of these funds provide a financial benefit to the City.

ATTACHMENTS:

Attachment A: City of Oxnard Investment Policy 2017 1-9-17 (Final) (2) (3)

Attachment B: Investment Policy Resolution

Attachment C: Investment of Excess Funds Resolution

City of Oxnard, California
2017 Investment Policy
Adopted January 24, 2017

1.0 INTRODUCTION

This statement is intended to provide guidelines for the prudent investment of surplus funds of the City of Oxnard and to outline the policies for maximizing the efficiency of the city's cash management system. It is the policy of the city to invest public funds in a manner that will provide high investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 SCOPE

This investment policy applies to the city's pooled investment fund, which includes the general fund, special revenue funds, capital project funds, enterprise funds, trust and agency funds, and internal service funds. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued monthly by the trustee and may be included in the city treasurer's monthly report of the pooled investment fund.

3.0 PRUDENCE

Investments shall be made with judgment and care – under circumstances then prevailing – which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for the investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by city officials responsible for the investment of public funds shall be the "prudent person" standard and shall be applied in the context of managing the overall city portfolio of funds. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual's security risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 INVESTMENT OBJECTIVES

The city's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the city treasurer to invest funds to the fullest extent possible. The City Treasurer maintains a diversified investment portfolio to accomplish the primary objectives of safety, liquidity and yield (in that order of priority).

4.1 Safety – The safety or risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. The city seeks to mitigate credit risk by prequalifying and continuously monitoring financial institutions with which it will do business and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as FDIC bank ratings, Sheshunoff, Fitch, Moody's and Standard and Poor's rating services may be utilized for this review. The city seeks to mitigate interest rate risk through diversification of instruments as well as maturities.

4.2 Liquidity – The city investment portfolio will be structured with sufficient liquidity to allow the city to meet its anticipated cash requirements. This will be accomplished through diversity of instruments to include those with active secondary markets, those which match maturities to expected cash needs and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

4.3 Yield – A competitive market rate of return is the third objective of the city investment program after the fundamental requirements of safety and liquidity have been met.

5.0 DELEGATION OF AUTHORITY

California Government Code Section 53607 provides the authority for the legislative body of the local agency to invest the funds of the local agency or to delegate that authority to the treasurer of the local agency. Effective January 1, 1997 such delegation is to be reviewed annually and may be renewed by the city council (Appendix 3, Section 53607).

5.1 City Council – Under City of Oxnard Resolution No. 10455, the City Council has authorized the City Treasurer to invest city funds in accordance with California Government Code Section 53600, et. seq. The City Treasurer will include review of the delegation of authority in the annual presentation of the investment policy to the city council.

5.2 City Treasurer – The execution of investment transactions on a daily basis will be conducted by the City Treasurer. The Assistant City treasurer will execute transactions only as directed by the City Treasurer in the absence of the City Treasurer. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function.

5.3 The City Treasurer retains the authority to amend the city's investment policy, guidelines and procedures at any time in order to carry out the duties as chief investment officer for the city. Notice of any such required amendment will be given to the city's Investment Review Committee and the city council.

6.0 ETHICS AND AVOIDANCE OF CONFLICTS OF INTEREST

The City Treasurer shall refrain from personal business activity that could conflict with the proper execution of the investment program or which could impair the ability to make impartial investment decisions. The City Treasurer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The city treasurer shall transact business only with the banks, savings and loan and properly registered securities dealers.

7.1 Authorization – The city may conduct business with major registered securities broker-dealers and with dealers designated "Primary" by the Federal Reserve provided all the following criteria are met. Broker-dealers must:

a. Have offices located within the State of California;
b. Be adequately capitalized;
c. Make markets in securities appropriate to the city's needs;
d. Agree to abide by the conditions set forth in the city's investment policy;

The City Treasurer shall investigate all institutions which wish to do business with the city and shall require that each financial institution complete and return the appropriate questionnaire and required documentation. An annual review of the financial condition and registration of qualified bidders will be conducted by the city treasurer.

7.2 Ratings – With the exception of the Local Agency Investment Fund (LAIF) and U.S. Treasury and Government Agency issues, investments shall be placed only in the those instruments and institutions rated favorably as determined by the city treasurer with the assistance of bank rating services and nationally recognized rating services (FDIC, Fitch's, Moody's, Standard & Poor's, Sheshunoff performance rating, etc.).

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

California Government Code Section 53601 (Appendix 3) defines eligible securities for the investment of surplus funds by local agencies. Surplus funds of the City of Oxnard are invested in compliance with this statute and as further limited in this Investment Policy.

8.1 U.S. Government - United States Treasury Bills, Notes, and Bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maturities are limited to a maximum of five years.

8.2 U.S. Agencies - The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.

8.3 Municipal Bonds, Notes or Evidences of Indebtedness - Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, include bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. A maximum of 15% of the portfolio may be so invested.

8.4 Bankers' Acceptances - Bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System are known as bankers' acceptances. Purchases of these instruments may not exceed 180 days to maturity or 40 percent of an agency's surplus funds. A maximum of 30 percent may be invested in the bankers' acceptances of any one commercial bank.

8.5 Commercial Paper - This short-term unsecured promissory note is issued to finance short term credit needs. Eligible paper is that which is ranked "Pl" by Moody's Investor Services or "Al" by Standard & Poor's or Fitch's, issued by a domestic corporation having assets in excess of $500,000,000, and having an "A" or better rating on issuer's debt. Purchases of commercial paper may not exceed 270 days or represent more than 10 percent of the outstanding paper of an issuing corporation. Commercial paper purchases will be limited to 15 percent of the City's portfolio.

8.6 Negotiable Certificates of Deposit (NCDs) - Allowable NCDs are issued by a nationally or state-chartered bank or a state or federal association or by a state-licensed branch of a foreign bank. The City Treasurer may invest up to 30 percent of surplus funds in NCDs limited to institutions rated "Aa" or better by Moody's or "AA-" or better by Standard & Poor's CD Rating Services. A rating equivalent to FDIC rating of “One” or “Two” or a Sheshunoff performance rating of A or better is required for those institutions not rated by Moody's, Fitch’s or Standard & Poor's. NCDs are considered liquid, trading actively in the secondary market.

8.7 Certificates of Deposit (CDs) - Certificates of deposit or "time deposits" of up to $250,000 are federally insured. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. Statute does not limit CDs, however, this Investment Policy shall limit such investments to a maximum of 30 percent of the portfolio (GC 53601(i)). In addition, time deposits shall be placed in institutions meeting all capital requirements and which maintain a rating equivalent to FDIC rating of “One” or “Two” or a Sheshunoff performance rating of A or better.

8.8 Repurchase Agreements - The City may invest in repurchase agreements with banks and dealers of primary dealer status recognized by the Federal Reserve with which the City has entered into a master repurchase contract which specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 90 days. The market value of securities used as collateral for repurchase agreements shall be monitored by the city treasurer's office and will not be allowed to fall below 102 percent of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be eligible negotiable certificates of deposit, bankers' acceptances, commercial paper, or securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States. These eligible securities are further defined by California Government Code Section 53651.

8.9 Medium Term Notes - A maximum of 30 percent of the City's portfolio may be invested in medium-term notes issued by corporations organized and operating within the United States. Note maturities may not exceed five years. Securities eligible for investment must be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service (i.e., Moody's or Standard & Poor's).

8.10 Mutual Funds - Shares of beneficial interest (mutual funds) issued by diversified management companies investing in securities/obligations authorized by California Government Code Section 53600, et. seq., and complying with Section 53601, are permitted investments. Section 53601(l) further defines requirements. A maximum of 20 percent of the portfolio may be so invested.

8.11 Local, State, or County Agency Investment Fund - The Local Agency Investment Fund (LAIF) has been established by the State Treasurer for the benefit of local agencies. The City may invest up to the maximum permitted by LAIF and the Ventura County Investment Pool operated under the control of the County Treasurer, and CALTRUST consistent with California Government Code Section 53635.

8.12 Ineligible Investments - Investments not described herein, including but not limited to common stocks and financial futures contracts and options, are prohibited in this fund.

8.13 City Inter-fund Loans – By duly adopted resolution of the City Council in consultation with the City Treasurer, funds may be invested in short term loans to provide specific funding to City Programs provided no loan shall violate the time or source limitations prescribed by California law.

9.0 COLLATERAL

The issue of collateral requirements is addressed in California Government Code Section 53652. All active and inactive deposits must be secured at all times with eligible securities in securities pools pursuant to Sections 53656 and 53657. Eligible securities held as collateral shall have a market value in excess of the total amount of all deposits of a depository as follows:

- government securities, at least 10 percent in excess
- mortgage backed securities, at least 50 percent in excess
- letters of credit, at least 5 percent in excess

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third party custodian designated by the City Treasurer. Evidence of account for each time deposit will be held in the Treasury vault.

11.0 DIVERSIFICATION

The City's portfolio will be suitably diversified by type and institution in an effort to reduce portfolio risk while attaining market average rates.

11.1 Security Type and Institution - U.S. Treasury securities and authorized pools, and any portfolio or institutional limits shall comply with the California Government Code. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 Maximum Maturities - To the extent possible, the City Treasurer will attempt to match investments with anticipated cash flow requirements. The City's portfolio will not be directly invested in securities which mature more than five years from the date of purchase. Reserve funds may be invested in securities exceeding the five years as allowed by California law (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, City Council direction, and prudent cash management procedures.

12.1 Investment Review Committee - The City Treasurer shall form the investment committee, whose members may include the City Manager, and Chief Financial Officer, or their designated alternate plus members of the public whose interest and knowledge can provide sound advice to the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

12.2 Investment Portfolio Guidelines - Guidelines (Appendix No. 2) have been established for procedures within the City Treasurer's Office to assure internal investment controls and a segregation of responsibilities of investment functions.

12.3 Annual Audit - The City's portfolio is included in the annual review of the City's financial management performed by an independent (as defined by FASB and GASB) outside audit firm.

13.0 PERFORMANCE STANDARDS

The investment portfolio will be designed to attain at least a market-average rate of return during budgetary and economic cycles. Whenever possible, and consistent with risk limitations as defined herein and prudent investment principles, the Treasurer shall seek to augment returns above the market average rate of return as shown on the average CMT (Constant Maturity Treasury) whose maturity most closely matches the average maturity of the portfolio. In addition, the City portfolio will be compared with LAIF and the goal is to maintain a higher positive annual yield than LAIF's annual yield.

14.0 REPORTING

The City Treasurer shall provide investment information to City Council.

14.1 Periodic Reports - The City Treasurer will provide detailed reports of the investments in the pooled investment fund portfolio on a monthly basis to the City Council, City Manager, Chief Financial Officer, and City Clerk. Within thirty days of the end of each quarter, these reports will be provided with additional information such as market pricing. Also available for review are summarized reports from Trustees regarding investments of bond proceeds, deferred compensation, and retirement funds.

14.2 Annual Report - This Investment Policy will be presented annually following the close of the fiscal year, to the City Council for approval.

14.3 Financial Statements per GASB #31 - City Treasurer will provide the portfolio's market value gains/losses to Finance to be incorporated in the fiscal year-end balance sheet.

14.4 Financial Statements per GASB #40 - Effective June 30, 2005, additional disclosure is required. City Treasurer will provide detailed maturity and rating information to Finance to be incorporated in the Comprehensive Annual Financial Report (CAFR).

APPENDIX

No. 1 Glossary
No. 2 Investment Portfolio Guidelines
No. 3 California Government Code Sections related to Investment of Public Funds

APPENDIX NO. 1: GLOSSARY

AGENCIES: Federal agency securities.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BASIS POINT: One one-hundredth of a percent (i.e. 0.01 %)

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&Ls, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL FUNDS RATE: The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $100,000 per deposit.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-throughs is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL AGENCY INVESTMENT FUND (LAIF): Funds from local governmental units may be remitted to the California State Treasurer for deposit in this special fund for the purpose of investment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold at a specific date.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase and reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

RATING AGENCIES: **S&P** Probably the best known of the Big Three rating agencies, Standard and Poor's (S&P) is a company providing financial publishing, information and media to the world's capital markets. It is owned by the McGraw-Hill Companies. S&P also publishes stock market indices, the most well-known of which is the S&P 500.

S&P's ratings from the best quality borrowers to the lowest are: AAA, AA, A, BBB, BB, B, CCC, CC, C, and D. Investment grade is BBB and above. S&P uses plus and minus to add intermediate designations to these ratings.

Moody's Moody's started in 1909 as a publishing company, issuing railroad bond guides called Moody's Manuals. It later expanded its coverage to municipal and commercial bonds, and is now called Moody's Investment Services.

Moody's uses the following ratings: Aaa, Aa, A, Baa, Ba, B, Caa, Ca, and C. Numbers are added for intermediate designations, such as Baa1, Baa2, etc. Investment grade is considered to be Baa and above; anything below is considered speculative, or junk.

Fitch Owned by a French Holding Company, Fimalac SA, Fitch operates internationally and offers financial research as well as credit rating services. The smallest of the Big Three, Fitch uses the same ratings scale as S&P.

Conflicts of Interest of rating agencies

Credit ratings agencies receive fees from the issuers of the securities they rate. In the time leading up to the 2008 financial crisis, S&P, Moody's and Fitch all gave consistently high ratings to mortgage-backed securities created by the investment banks who were paying them. This overrating of risky debt instruments contributed to the financial bubble and subsequent decline. Congress has proposed new regulation of these agencies to increase competition and ensure independence in this market

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Federal Reserve Bank is said to be doing RP, it is lending money that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the banks' vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SPREAD: a) The yield or price difference between the bid and offer on an issue; b) The yield or price difference between different issues.

TREASURY BILLS: A non-interest bearing security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

APPENDIX NO. 2: OXNARD CITY TREASURER INVESTMENT PORTFOLIO GUIDELINES

A. INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

B. GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.

1. Cash Forecast. The cash flow of the City shall be updated daily with an analysis of cash receipts and expenditures. A close working relationship with City Departments having a significant impact on cash flow is maintained to maximize the efficiency of the City's cash management system.

2. Pooled Cash. Whenever practical, the City's cash should be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to specific general ledger cash balances. No City bank account may be opened without the knowledge and consent of the City Treasurer.

3. Authorized Institutions. A list of institutions, which meet the criteria of the Investment Policy and have been authorized by the City Treasurer to do business with the City, will be maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

4. Preservation of Portfolio Value. Yield standards are in place in an effort to maintain earnings consistent with the market average rate of return.

5. Golden Rule of Portfolio Management. Investment instrument characteristics should be known and understood before a purchase of the investment instrument. And recognizing that there are no firm and steadfast rules (strategies) for portfolio management due to the fact that investor expectations change by the day, hour and minute, and because of this market instability, prudent principles of fiscal management must be applied.

C. STRATEGY: Strategy refers to the plan of action for managing financial resources in the most advantageous manner. The City Treasurer uses the following elements in developing strategy.

1. Economic Forecasts. Economic forecast information developed by economists and financial experts, obtained through bankers and brokers, is used to assist the City Treasurer with the formulation of an investment strategy for the City.

2. Investment Implementation. Investment transactions will be executed in conformance with anticipated cash flow requirements, economic conditions, and interest rate trends and must be consistent with the established Investment Policy.

3. Yield Enhancement. Investment techniques will be utilized which increase yield and maintain a fully invested position.

D. INVESTMENT PROCEDURES. The City Treasurer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. Diversification. The fund should consist of a mix of various types of securities, issuers, and maturities.

2. Competitive Bids. Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of two quotes being obtained, when practical.

3. Investment Transactions. Investment transactions will be authorized by the City Treasurer. In his/her absence, the Assistant City Treasurer will execute transactions as prescribed by the City Treasurer prior to his/her absence. In the event of unexpected absence and unavailability by the City Treasurer, the Assistant City Treasurer will transact within established guidelines.

4. Electronic Transactions. Whenever possible, the City will use preformatted wire transfers and ACH debits to restrict the transfer of funds to preauthorized accounts only. All electronic transactions require an initiator plus an approval by an authorized employee. Authenticity is verified on next business day for each electronic transaction.

5. Safekeeping. Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping with the Trust Department of Union Bank of California acting as third party trustee. All such purchases will be on a delivery versus-payment basis. Evidence of account for certificates of deposit will be issued in the City's name and held in City Treasurer's vault.

E. INVESTMENT CRITERIA. All investments will be made in compliance with Federal, State, and Local laws governing the investment of City funds, and in accordance with the City Treasurer's Investment Policy.

1. Maturity of Investment. Investments longer than one year may be made if consistent with the City's cash flow needs, related intent to hold until maturity, unless market conditions demand otherwise. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of City funds, the investment will be matured at the earliest possible opportunity. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved.

Such sales will be determined by the City Treasurer.

2. Certificate of Deposit Evaluation.

(a) Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of $250,000, approved collateral shall be required at the percentage above market value as specified by California Government Code Section 53652 and/or 53651.

(b) Negotiable Certificates of Deposit shall be evaluated in terms of the credit worthiness of the issuer as these deposits are uninsured and uncollateralized promissory notes.

F. PRIMARY GOALS. As set forth in the Investment Policy, the primary goals for the City of Oxnard are safety, liquidity, and yield, in that priority order.

1. Safety. The safety/risk associated with an investment refers to the potential loss of principal, accrued interest, or a combination of these. The City of Oxnard employs investment instruments considered to be safe. The primary duty of the City Treasurer is to protect the cash and investments placed in her trust on behalf of the citizens of the community.
2. Liquidity. Liquidity refers to the ability to convert investment holdings to cash immediately with no loss of principal or accrued interest. This quality of investment is important should an unexpected need for funds occur.
3. Yield. Yield is the dollar earnings the investment provides. Yield becomes important only after the fundamental requirements of safety and liquidity have been met.

G. INTERNAL CONTROL OF INVESTMENTS. Investment transactions are controlled through distribution of responsibilities within the Treasurer's Office by the following procedures:

1. The Treasurer initiates each investment transaction.

2. Details of the investment are recorded on a trade slip and given to the account clerk responsible for encoding the trade details into the Sungard electronic investment system. The same account clerk produces a verification letter mailed to the institution receiving the investment. A copy of the letter is forwarded to the transferring bank.

3. The transaction record is then delivered to a designee who enters the transaction on the cash balance spread sheet.

4. At month end the balances on the spreadsheet, maintained by a designee, must balance with the portfolio balance maintained independently by the Sungard system clerk.

5. Each business day, the Treasurer's Office receives an electronic report from the City's bank. This report contains checking account balances, a listing of debits and credits, overnight investments and a record of wired funds. This information is incorporated into the monthly checking account statement which provides a cross reference.

6. The Treasurer's Office forwards copies of all investment and transfer letters to General Accounting daily. General Accounting also receives copies of all bank statements, daily print-outs, bank reconciliations, credit/debit memorandums, journal vouchers, and tapes coordinating Treasurer's Receipts with deposits.

7. The Treasurer's report of balances and summary of investments and earnings is compiled monthly and distributed to the City Council, City Manager, City Clerk and Chief Financial Officer. A report, including market values, will be provided on a quarterly basis within 30 days of the close of the last month of each quarter. A report of portfolio gains/losses will be provided to the Chief Financial Officer at fiscal year-end for inclusion in year-end balance sheet reporting.

These Guidelines are provided to all staff members of the City Treasurer's Office having involvement with the investment procedures in any way. It is intended that these guidelines define the details of current practice set forth by the Investment Policy.

City of Oxnard, California
2017 Investment Policy
Adopted January 24, 2017

APPENDIX NO. 3: STATE OF CALIFORNIA GOVERNMENT CODE

Government Code - GOV

TITLE 5. LOCAL AGENCIES [50001 - 57550]

(Title 5 added by Stats. 1949, Ch. 81.)

DIVISION 2. CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 55821]

(Division 2 added by Stats. 1949, Ch. 81.)

PART 1. POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES [53000 - 54999.7]

(Part 1 added by Stats. 1949, Ch. 81.)

CHAPTER 4. Financial Affairs [53600 - 53997]

(Chapter 4 added by Stats. 1949, Ch. 81.)

ARTICLE 1. Investment of Surplus [53600 - 53610]

(Article 1 added by Stats. 1949, Ch. 81.)

53600.

As used in this article, “local agency” means county, city, city and county, including a chartered city or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

(Amended by Stats. 1987, Ch. 887, Sec. 2.)

53600.3.

Except as provided in subdivision (a) of Section 27000.3, all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

(Amended by Stats. 1996, Ch. 749, Sec. 4. Effective January 1, 1997.)

53600.5.

When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, the primary objective of a trustee shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the depositor. The third objective shall be to achieve a return on the funds under its control.

(Amended by Stats. 1996, Ch. 749, Sec. 5. Effective January 1, 1997.)

53600.6.

The Legislature hereby finds that the solvency and creditworthiness of each individual local agency can impact the solvency and creditworthiness of the state and other local agencies within the state. Therefore, to protect the solvency and creditworthiness of the state and all of its political subdivisions, the Legislature hereby declares that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern.

(Added by Stats. 1995, Ch. 784, Sec. 13. Effective January 1, 1996.)

53601.

This section shall apply to a local agency that is a city, a district, or other local agency that does not pool money in deposits or investments with other local agencies, other than local agencies that have the same governing body. However, Section 53635 shall apply to all local agencies that pool money in deposits or investments with other local agencies that have separate governing bodies. The legislative body of a local agency having moneys in a sinking fund or moneys in its treasury not required for the immediate needs of the local agency may invest any portion of the moneys that it deems wise or expedient in those investments set forth below. A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisers, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third-party custodial agreement. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry delivery.

For purposes of this section, "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency. Where this section specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase. Where this section does not specify a limitation on the term or remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement or securities lending agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five years, unless the legislative body has granted express authority to make that investment either specifically or as a part of an investment program approved by the legislative body no less than three months prior to the investment:

(a) Bonds issued by the local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency.

(b) United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

(c) Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

(d) Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

(e) Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

(f) Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

(g) Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances shall not exceed 180 days' maturity or 40 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 30 percent of the agency's moneys may be invested in the bankers' acceptances of any one commercial bank pursuant to this section.

This subdivision does not preclude a municipal utility district from investing moneys in its treasury in a manner authorized by the Municipal Utility District Act (Division 6 (commencing with Section 11501) of the Public Utilities Code).

(h) Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or (2):

(1) The entity meets the following criteria:

(A) Is organized and operating in the United States as a general corporation.

(B) Has total assets in excess of five hundred million dollars ($500,000,000).

(C) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.

(2) The entity meets the following criteria:

(A) Is organized within the United States as a special purpose corporation, trust, or limited liability company.

(B) Has program wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.

(C) Has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days or less. Local agencies, other than counties or a city and county, may invest no more than 25 percent of their moneys in eligible commercial paper. Local agencies, other than counties or a city and county, may purchase no more than

10 percent of the outstanding commercial paper of any single issuer. Counties or a city and county may invest in commercial paper pursuant to the concentration limits in subdivision (a) of Section 53635.

(i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

(j) (1) Investments in repurchase agreements or reverse repurchase agreements or securities lending agreements of securities authorized by this section, as long as the agreements are subject to this subdivision, including the delivery requirements specified in this section.

(2) Investments in repurchase agreements may be made, on an investment authorized in this section, when the term of the agreement does not exceed one year. The market value of securities that underlie a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities and the value shall be adjusted no less than quarterly. Since the market value of the underlying securities is subject to daily market fluctuations, the investments in repurchase agreements shall be in compliance if the value of the underlying securities is brought back up to 102 percent no later than the next business day.

(3) Reverse repurchase agreements or securities lending agreements may be utilized only when all of the following conditions are met:

(A) The security to be sold using a reverse repurchase agreement or securities lending agreement has been owned and fully paid for by the local agency for a minimum of 30 days prior to sale.

(B) The total of all reverse repurchase agreements and securities lending agreements on investments owned by the local agency does not exceed 20 percent of the base value of the portfolio.

(C) The agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(D) Funds obtained or funds within the pool of an equivalent amount to that obtained from selling a security to a counterparty using a reverse repurchase agreement or securities lending agreement shall not be used to purchase another security with a maturity longer than 92 days from the initial settlement date of the reverse repurchase agreement or securities lending agreement, unless the reverse repurchase agreement or securities lending agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity date of the same security.

(4) (A) Investments in reverse repurchase agreements, securities lending agreements, or similar investments in which the local agency sells securities prior to purchase with a simultaneous agreement to repurchase the security may be made only upon prior approval of the governing body of the local agency and shall be made only with primary dealers of the Federal Reserve Bank of New York or with a nationally or state-chartered bank that has or has had a significant banking relationship with a local agency.

(B) For purposes of this chapter, “significant banking relationship” means any of the following activities of a bank:

(i) Involvement in the creation, sale, purchase, or retirement of a local agency’s bonds, warrants, notes, or other evidence of indebtedness.

(ii) Financing of a local agency’s activities.

(iii) Acceptance of a local agency’s securities or funds as deposits.

(5) (A) “Repurchase agreement” means a purchase of securities by the local agency pursuant to an agreement by which the counterparty seller will repurchase the securities on or before a specified date and for a specified amount and the counterparty will deliver the underlying securities to the local agency by book entry, physical delivery, or by third-party custodial agreement. The transfer of underlying securities to the counterparty bank’s customer book-entry account may be used for book-entry delivery.

(B) “Securities,” for purposes of repurchase under this subdivision, means securities of the same issuer, description, issue date, and maturity.

(C) “Reverse repurchase agreement” means a sale of securities by the local agency pursuant to an agreement by which the local agency will repurchase the securities on or before a specified date and includes other comparable agreements.

(D) “Securities lending agreement” means an agreement under which a local agency agrees to transfer securities to a borrower who, in turn, agrees to provide collateral to the local agency. During the term of the agreement, both the securities and the collateral are held by a third party. At the conclusion of the agreement, the securities are transferred back to the local agency in return for the collateral.

(E) For purposes of this section, the base value of the local agency’s pool portfolio shall be that dollar amount obtained by totaling all cash balances placed in the pool by all pool participants, excluding any amounts obtained through selling securities by way of reverse repurchase agreements, securities lending agreements, or other similar borrowing methods.

(F) For purposes of this section, the spread is the difference between the cost of funds obtained using the reverse repurchase agreement and the earnings obtained on the reinvestment of the funds.

(k) Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of “A” or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30 percent of the agency’s moneys that may be invested pursuant to this section.

(l) (1) Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and that comply with the investment restrictions of this article and Article 2 (commencing with Section 53630). However, notwithstanding these restrictions, a counterparty to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying are purchase agreement or securities lending agreement may be 100 percent of the sales price if the securities are marked to market daily.

(2) Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.).

(3) If investment is in shares issued pursuant to paragraph (1), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive, and with assets under management in excess of five hundred million dollars ($500,000,000).

(4) If investment is in shares issued pursuant to paragraph (2), the company shall have met either of the following criteria:

(A) Attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs.

(B) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars ($500,000,000).

(5) The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include commission that the companies may charge and shall not exceed 20 percent of the agency's moneys that may be invested pursuant to this section. However, no more than 10 percent of the agency's funds may be invested in shares of beneficial interest of any one mutual fund pursuant to paragraph (1).

(m) Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

(n) Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

(o) A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years' maturity. Securities eligible for investment under this subdivision shall be issued by an issuer rated in a rating category of "A" or its equivalent or better for the issuer's debt as provided by an NRSRO and rated in a rating category of "AA" or its equivalent or better by an NRSRO. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.

(p) Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

(1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.

(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000).

(q) United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

(Amended by Stats. 2016, Ch. 366, Sec. 12. Effective January 1, 2017.)

53601.1.

The authority of a local agency to invest funds pursuant to Section 53601 includes, in addition thereto, authority to invest in financial futures or financial option contracts in any of the investment categories enumerated in that section.

(Added by Stats. 1983, Ch. 534, Sec. 3.)

53601.2.

As used in this article, "corporation" includes a limited liability company.

(Added by Stats. 2004, Ch. 118, Sec. 18. Effective January 1, 2005.)

53601.5.

The purchase by a local agency of any investment authorized pursuant to Section 53601 or 53601.1, not purchased directly from the issuer, shall be purchased either from an institution licensed by the state as a broker-dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank.

(Amended by Stats. 2001, Ch. 57, Sec. 2. Effective January 1, 2002.)

53601.6.

(a) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in inverse floaters, range notes, or mortgage-derived, interest-only strips.

(b) A local agency shall not invest any funds pursuant to this article or pursuant to Article 2 (commencing with Section 53630) in any security that could result in zero interest accrual if held to maturity. However, a local agency may hold prohibited instruments until their maturity dates. The limitation in this subdivision shall not apply to local agency investments in shares of beneficial interest issued by diversified management companies registered under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) that are authorized for investment pursuant to subdivision (l) of Section 53601.

(Amended by Stats. 2009, Ch. 332, Sec. 68.1. Effective January 1, 2010.)

53601.8.

Notwithstanding Section 53601 or any other provision of this code, a local agency that has the authority under law to invest funds, at its discretion, may invest a portion of its surplus funds in deposits at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of deposits. The following conditions shall apply:

(a) The local agency shall choose a nationally or state chartered commercial bank, savings bank, savings and loan association, or credit union in this state to invest the funds, which shall be known as the "selected" depository institution.

(b) The selected depository institution may use a private sector entity to help place local agency deposits with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States and are within the network used by the private sector entity for this purpose.

(c) Any private sector entity used by a selected depository institution to help place its local agency deposits shall maintain policies and procedures requiring both of the following:

(1) The full amount of each deposit placed pursuant to subdivision (b) and the interest that may accrue on each such deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(2) Every depository institution where funds are placed shall be capitalized at a level that is sufficient, and be otherwise eligible, to receive such deposits pursuant to regulations of the Federal Deposit Insurance Corporation or the National Credit Union Administration, as applicable.

(d) The selected depository institution shall serve as a custodian for each such deposit.

(e) On the same date that the local agency's funds are placed pursuant to subdivision (b) by the private sector entity, the selected depository institution shall receive an amount of insured deposits from other financial institutions that, in total, are equal to, or greater than, the full amount of the principal that the local agency initially deposited through the selected depository institution pursuant to subdivision (b).

(f) Notwithstanding subdivisions (a) to (e), inclusive, a credit union shall not act as a selected depository institution under this section or Section 53635.8 unless both of the following conditions are satisfied:

(1) The credit union offers federal depository insurance through the National Credit Union Administration.

(2) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more deposit placement services and affirming that the moneys held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.

(g) It is the intent of the Legislature that this section shall not restrict competition among private sector entities that provide placement services pursuant to this section.

(h) The deposits placed pursuant to this section and Section 53635.8 shall not, in total, exceed 30 percent of the agency's funds that may be invested for this purpose.

(i) This section shall remain in effect only until January 1, 2021, and as of that date is repealed.

(Amended (as amended by Stats. 2013, Ch. 228, Sec. 1) by Stats. 2015, Ch. 181, Sec. 1. Effective January 1, 2016. Repealed as of January 1, 2021, by its own provisions. See later operative version, as amended by Sec. 2 of Stats. 2015, Ch. 181.)

53601.8.

Notwithstanding Section 53601 or any other provision of this code, a local agency that has the authority under law to invest funds may, at its discretion, invest a portion of its surplus funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union that uses a private sector entity that assists in the placement of certificates of deposit, provided that the purchases of certificates of deposit pursuant to this section, Section 53635.8, and subdivision (i) of Section 53601 do not, in total, exceed 30 percent of the agency's funds that may be invested for this purpose. The following conditions shall apply:

(a) The local agency shall choose a nationally or state-chartered commercial bank, savings bank, savings and loan association, or credit union in this state to invest the funds, which shall be known as the "selected" depository institution.

(b) The selected depository institution may submit the funds to a private sector entity that assists in the placement of certificates of deposit with one or more commercial banks, savings banks, savings and loan associations, or credit unions that are located in the United States for the local agency's account.

(c) The full amount of the principal and the interest that may be accrued during the maximum term of each certificate of deposit shall at all times be insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration.

(d) The selected depository institution shall serve as a custodian for each certificate of deposit that is issued with the placement service for the local agency's account.

(e) At the same time the local agency's funds are deposited and the certificates of deposit are issued, the selected depository institution shall receive an amount of deposits from other commercial banks, savings banks, savings and loan associations, or credit unions that, in total, are equal to, or greater than, the full amount of the principal that the local agency initially deposited through the selected depository institution for investment.

(f) Notwithstanding subdivisions (a) to (e), inclusive, no credit union may act as a selected depository institution under this section or Section 53635.8 unless both of the following conditions are satisfied:

(1) The credit union offers federal depository insurance through the National Credit Union Administration.

(2) The credit union is in possession of written guidance or other written communication from the National Credit Union Administration authorizing participation of federally insured credit unions in one or more certificate of deposit placement services and affirming that the moneys held by those credit unions while participating in a deposit placement service will at all times be insured by the federal government.

(g) It is the intent of the Legislature that this section shall not restrict competition among private sector entities that provide placement services pursuant to this section.

(h) This section shall become operative on January 1, 2021.

(Amended (as added by Stats. 2013, Ch. 228, Sec. 2) by Stats. 2015, Ch. 181, Sec. 2. Effective January 1, 2016. Section operative January 1, 2021, by its own provisions.)

53602.

The legislative body shall invest only in notes, bonds, bills, certificates of indebtedness, warrants, or registered warrants which are legal investments for savings banks in the State, provided, that the board of supervisors of a county may, by a four-fifths vote thereof, invest in notes, warrants or other evidences of indebtedness of public districts wholly or partly within the county, whether or not such notes, warrants, or other evidences of indebtedness are legal investments for savings banks.

(Amended by Stats. 1954, 1st Ex. Sess., Ch. 10.)

53603.

The legislative body may make the investment by direct purchase of any issue of eligible securities at their original sale or after they have been issued.

(Amended by Stats. 1953, Ch. 537.)

53604.

The legislative body may sell, or exchange for other eligible securities, and reinvest the proceeds of, the securities purchased.

(Amended by Stats. 1953, Ch. 537.)

53605.

From time to time, the legislative body shall sell the securities so that the proceeds may be applied to the purposes for which the original purchase money was placed in the sinking fund or the treasury of the local agency.

(Amended by Stats. 1953, Ch. 537.)

53606.

The bonds purchased, which were issued by the purchaser, may be canceled either in satisfaction or sinking fund obligations or otherwise. When canceled, they are no longer outstanding, unless in its discretion, the legislative body holds then uncanceled. While held uncanceled, the bonds may be resold.

(Added by Stats. 1949, Ch. 81.)

53607.

The authority of the legislative body to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased, may be delegated for a one-year period by the legislative body to the treasurer of the local agency, who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the legislative body. Subject to review, the legislative body may renew the delegation of authority pursuant to this section each year.

(Amended by Stats. 1996, Ch. 749, Sec. 6. Effective January 1, 1997.)

53608.

The legislative body of a local agency may deposit for safekeeping with a federal or state association (as defined by Section 5102 of the Financial Code), a trust company or a state or national bank located within this state or with the Federal Reserve Bank of San Francisco or any branch thereof within this state, or with any Federal Reserve bank or with any state or national bank located in any city designated as a reserve city by the Board of Governors of the Federal Reserve System, the bonds, notes, bills, debentures, obligations, certificates of indebtedness, warrants, or other evidences of indebtedness in which the money of the local agency is invested pursuant to this article or pursuant to other legislative authority. The local agency shall take from such financial institution a receipt for securities so deposited. The authority of the legislative body to deposit for safekeeping may be delegated by the legislative body to the treasurer of the local agency; the treasurer shall not be responsible for securities delivered to and receipted for by a financial institution until they are withdrawn from the financial institution by the treasurer.

(Amended by Stats. 1985, Ch. 983, Sec. 17. Effective September 26, 1985.)

53635.

(a) This section shall apply to a local agency that is a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. However, Section 53601 shall apply to all local agencies that pool money in deposits or investments exclusively with local agencies that have the same governing body.

This section shall be interpreted in a manner that recognizes the distinct characteristics of investment pools and the distinct administrative burdens on managing and investing funds on a pooled basis pursuant to Article 6 (commencing with Section 27130) of Chapter 5 of Division 2 of Title 3.

A local agency that is a county, a city and county, or other local agency that pools money in deposits or investments with other agencies may invest in commercial paper pursuant to subdivision (h) of Section 53601, except that the local agency shall be subject to the following concentration limits:

(1) No more than 40 percent of the local agency’s money may be invested in eligible commercial paper.

(2) No more than 10 percent of the total assets of the investments held by a local agency may be invested in any one issuer’s commercial paper.

(b) Notwithstanding Section 53601, the City of Los Angeles shall be subject to the concentration limits of this section for counties and for cities and counties with regard to the investment of money in eligible commercial paper.

(Amended by Stats. 2008, Ch. 709, Sec. 10.7. Effective January 1, 2009.)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DELEGATING INVESTMENT AUTHORITY TO THE CITY TREASURER

WHEREAS, effective January 1, 1997, Government Code Section 53607 was amended to provide in part:

"The authority of the [city council] to invest or to reinvest funds or to sell or exchange securities so purchased, may be delegated for a one-year period by the [city council] to the [city] treasurer who shall thereafter assume full responsibility for those transactions until the delegation of authority is revoked or expires, and shall make a monthly report of those transactions to the [city council]. Subject to review, the [city council] may renew the delegation of authority pursuant to this section each year."

WHEREAS, on September 15, 1992, the City Council adopted Resolution No. 10,455, delegating to the City Treasurer the authority to invest and reinvest the City funds; and

WHEREAS, the City Council annually approves a Statement of Investment Policy for the City, which in Section 5.0 delegates to the City Treasurer authority to invest City funds; and

WHEREAS, it remains the intention of the City Council to delegate such authority to the City Treasurer.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to delegate to the City Treasurer authority to invest and reinvest City funds and to sell or exchange securities so purchased; to reaffirm such delegation of authority contained in Resolution No. 10,455; and to state that the City Council's annual review and approval of a Statement of Investment Policy that includes such delegation of authority constitutes the City Council's delegation of such authority.

PASSED AND ADOPTED THIS 24th day of January, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING AND REQUESTING THE INVESTMENT OF EXCESS FUNDS IN THE VENTURA COUNTY TREASURY POOL

WHEREAS, the City Treasurer has determined or may determine from time to time, that the City has excess funds which are not required for immediate use; and

WHEREAS, California Government Code Section 53684 allows the City Treasurer, with consent of the County Treasurer-Tax Collector, to deposit the excess City funds in the County Treasury for the purpose of investment by the County Treasurer-Tax Collector; and

WHEREAS, the existing City Investment Policy adopted on January 24, 2017, authorized the investment of excess City funds in county investment pools; and

WHEREAS, the City Treasurer has determined that the deposit of excess City funds in the Ventura County Treasury Pool in accordance with Section 53684 of the California Government Code is in the best interest of the City of Oxnard.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard as follows:

Section 1. The deposit and withdrawal of excess City funds in the Ventura County Treasury Pool is authorized and will be made in accordance with Section 53684 of the California Government Code for the purpose of investment as stated therein.

Section 2. The following City of Oxnard officers or their successor in office shall be authorized to order the deposit or withdrawal of excess funds in the Ventura County Treasury Pool: Phillip S. Molina, City Treasurer.

PASSED AND ADOPTED THIS 24th day of January, 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 2

DATE: January 24, 2017

TO: Successor Agency

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Kymberly Horner
Economic Development Direct

SUBJECT: Recognized Obligation Payment Schedule for FY 2017-2018 (15-10-20)

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

That the Community Development Commission Successor Agency ("Successor Agency") adopt a Resolution approving the Annual Recognized Obligation Payment Schedule ("ROPS") 17-18 covering the period of July 1, 2017 – June 30, 2018.

BACKGROUND:

Previously, the law required a successor agency to prepare an Oversight Board-approved ROPS for every six (6)-month fiscal period (HSC Section 34177). SB 107 terminates the every six (6) month ROPS timeline as of December 31, 2015 and instead requires an annual ROPS reporting as of January 1, 2016. Hence, all successor agencies must submit their ROPS no later than February 1, 2017 for the period beginning July 1, 2017 and ending June 30, 2018.
Attached to this staff report is the City's Annual Recognized Obligation Payment Schedule ("ROPS") 17-18, covering the period beginning July 1, 2017 and ending June 30, 2018.
SB 107 continues the civil penalty of ten thousand dollars ($10,000) for every day a successor agency is past due on ROPS submission. The California Department of Finance ("DOF") shall make its determinations by April 15, 2017 and each April 15 thereafter.
Furthermore, beginning January 1, 2016, SB 107 allows for successor agencies to submit a Last and Final ROPS in certain situations where the remaining debt of a successor agency is limited to

administrative costs and enforceable obligation payments, all remaining obligations have been previously listed on a ROPS approved by DOF, and the successor agency is not a party to any ongoing litigation. Upon DOF's approval, the Last and Final ROPS will establish the maximum amount of redevelopment property tax trust funds to be distributed to the successor agency for each remaining fiscal year, until all obligations are fully paid.
Another change relating to the ROPS will commence on October 1, 2018 (and every October 1 thereafter) requiring successor agencies to submit differences between actual payments and the past estimated obligations on prior ROPS to the County Auditor-Controller for review. The County Auditor-Controller must then provide DOF with a review of these differences no later than February 1, 2019 and every February 1 thereafter (HSC 34186 [c]).

STRATEGIC PRIORITIES:

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT:

Approval of ROPS 17-18 will facilitate the ability of the Successor Agency to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations.

Comment [f1]: Kym: please verify if project management cost reflected on ROP in amount of $349,020 will be offset by expenses incurred in General Fund for cost associated?

ATTACHMENTS:

Attachment #1 Resolution 2nd Annual ROPS 17-18

ROPS 17-18

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____________

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING A SECOND ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 17-18) FOR JULY 1, 2017 – JUNE 30, 2018

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012 such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule ("ROPS") must be prepared; and

WHEREAS, California Health and Safety Code Section 34171(h) and 34177(m) provide that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance's revised ROPS format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June 30, 2012; and

WHEREAS, on May 8, 2012 a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

WHEREAS, on July 22, 2012 a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013 through June 30, 2013; and

WHEREAS, on February 12, 2013 a ROPS IV (13-14A) was adopted by the Successor Agency and indentified enforceable obligations for the period of July 1, 2013 through December 31, 2013; and

WHEREAS, on September 10, 2013 a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014 through June 30, 2014; and

WHEREAS, on February 11, 2014 a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014 through December 31, 2014; and

WHEREAS, on September 9, 2014 a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015 through June 30, 2015; and

WHEREAS, on February 24, 2015 a ROPS VIII (15-16A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2015 through December 31, 2015; and

WHEREAS, on September 1, 2015 a ROPS IX (15-16B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2016 through June 30, 2016; and

WHEREAS, SB 107 terminates the every six months ROPS timeline as of December 31, 2015 and instead requires annual ROPS reporting starting with the first annual ROPS 16-17 for the period beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, California Health and Safety Code Section 34177(o) provide that a successor agency must prepare a ROPS every twelve months; and

WHEREAS, on January 19, 2016 the First Annual ROPS (16-17) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, the proposed second annual ROPS (17-18) identifies each enforceable obligation on which payments will be required during the period of July 1, 2017 through June 30, 2018.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ___ day of ___________, 2017, by the following vote:

AYES:

NOES:

ABSENT:

____
Tim Flynn, Chairman

ATTEST:

____
Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

____
Stephen M. Fischer, Interim General Counsel

Recognized Obligation Payment Schedule (ROPS 17-18) - Summary

Filed for the July 1, 2017 through June 30, 2018 Period

Successor Agency: **Oxnard**

County: Ventura

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	17-18A Total (July - December)	17-18B Total (January - June)	ROPS 17-18 Total
A	**Enforceable Obligations Funded as Follows (B+C+D):**	**$ -**	**$ -**	**$ -**
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	-	-	-
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G):**	**$ 8,959,723**	**$ 4,315,187**	**$ 13,274,910**
F	RPTTF	8,473,511	4,278,887	12,752,398
G	Administrative RPTTF	486,212	36,300	522,512
H	**Current Period Enforceable Obligations (A+E):**	**$ 8,959,723**	**$ 4,315,187**	**$ 13,274,910**

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Oxnard Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail July 1, 2017 through June 30, 2018 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											17-18A (July - December) Fund Sources						17-18B (January - June) Fund Sources					
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 17-18 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	17-18A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	17-18B Total
								$ 78,248,474		$ 13,274,910	$ -	$ -	$ -	$ 8,473,511	$ 486,212	$ 8,959,723	$ -	$ -	$ -	$ 4,278,887	$ 36,300	$ 4,315,187
1	CCRP Tax Allocation Refunding	Bonds Issued On or Before	4/13/2004	9/1/2026	Wells Fargo/Finance	Downtown Infrastructure, Capital		12,199,887	N	$ 2,526,653				1,149,291		$ 1,149,291				1,377,362		$ 1,377,362
2	CCRP Assessment District Payment	Property Maintenance	7/1/2006	7/30/2019	Ox. Downtown Mgmt District	Property Based Improvement District Payment		21,242	N	$ 13,000				13,000		$ 13,000						$ -
3	Downtown Buildings (3)	Professional Services	7/31/2012	6/30/2019	Alert Property Mgmt. Co.	Property Management Fee		-	N	$ -						$ -						$ -
4	Downtown Buildings (3)	Property Maintenance	7/31/2012	6/30/2019	Alert Property Mgmt. Co.	Property Maintenance		4,980	N	$ -						$ -						$ -
10	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Community Development	Property management, project management and inspection		55,160	N	$ 55,160				55,160		$ 55,160						$ -
15	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Community Development	Property management, project management and inspection		59,350	N	$ 59,350				59,350		$ 59,350						$ -
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo/Finance	Street Reconstruction Projects; including debt management costs		15,249,475	N	$ 1,800,895				782,129		$ 782,129				1,018,766		$ 1,018,766
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	6/17/2008	9/1/2038	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs		17,108,354	N	$ 1,182,357				473,919		$ 473,919				708,438		$ 708,438
24	HERO RiverPark	OPA/DDA/Construction	5/18/2010	11/19/2032	RiverPark A Manag Member/ RiverPark Legacy,LLC	Affordable Housing		2,401,811	N	$ 450,000				450,000		$ 450,000						$ -
25	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Francisco De Asis Campos & Rosa Linda Campos	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
26	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Emmanuel John Cervantes & Jonathan Castaneda	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
27	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Pedro Dimas & Thuylinh Nguyen Dimas	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
28	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Everardo G. Dominguez & Imelda Dominguez	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
29	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Felipe Dominguez & Yanira-Montejano	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
30	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	12/28/2019	Vairo Garcia & Alejandra Garcia	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
31	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Juan J. Leyva & Rocio Llamas-Leyva	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
32	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Jose Luis Menchaca & Maria Lourdes Zamora	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
33	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Salvador De Jesus Munoz & Ofelia Munoz	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
34	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Sean Toan Nguyen & Phuong Dung Thi Ho	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
35	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Christina M. Therrien	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
36	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2019	Salvador Torres & Maria Guadalupe Torres	RiverPark Mortgage Reimbursement Agreement		-	Y	$ -						$ -						$ -
38	Contracts and services	Professional Services	12/12/2011	6/30/2019	HDL Coren and Cone	Property Tax and Tax Increment Preparation		30,000	N	$ 30,000				30,000		$ 30,000						$ -
40	HERO RiverPark MOU to OPA	OPA/DDA/Construction	9/26/2010	7/27/2035	RiverPark A	Infrastructure reimbursement payments per MOU to OPA		5,860,684	N	$ 1,002,750				1,002,750		$ 1,002,750						$ -
44	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Employees	Property management, project management and inspection		211,560	N	$ 211,560				211,560		$ 211,560						$ -
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Project		6,482,478	N	$ 597,154				252,358		$ 252,358				344,796		$ 344,796
49	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Employees	Property management, project management and inspection		12,090	N	$ 12,090				12,090		$ 12,090						$ -
50	Southwinds Tax Allocation Bond 2006	Bonds Issued On or Before 12/31/10	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Bond		3,703,275	N	$ 340,813				143,048		$ 143,048				197,765		$ 197,765
51	Project Management	Project Management Costs	1/1/2014	6/30/2019	City Employees	Property management, project management and inspection		10,860	N	$ 10,860				10,860		$ 10,860						$ -
52	Downtown Lease Guarantee Pmt 50%	OPA/DDA/Construction	11/26/2003	11/26/2025	Oxnard Theater Group	*Downtown Theater lease guarantee payment		10,656,000	N	$ 800,000				500,000		$ 500,000				300,000		$ 300,000
54	Bond Counsel	Fees	4/1/2007	9/1/2019	Goodwin and Proctor	Legal Counsel for CDC Bonds		40,000	N	$ 40,000				20,000		$ 20,000				20,000		$ 20,000
55	Contracts and Services	Legal	1/1/2003	8/30/2019	Kane, Ballmer, and Berkman	Agency Legal Cousel		250,000	N	$ 250,000				125,000		$ 125,000				125,000		$ 125,000
57	Contracts and Services	Professional Services	11/10/2010	6/30/2019	Tom Figg	Project Development and : Cost assumptions, capital budgets, operating statements, marketing data and funding commitments		200,000	N	$ 200,000				100,000		$ 100,000				100,000		$ 100,000
58	Contracts and Services	Property Maintenance	2/1/2009	6/30/2019	R.A. Atmore & Sons	Weed Abatement		7,000	N	$ 7,000				3,500		$ 3,500				3,500		$ 3,500
63	Trustee Services	Fees	1/1/2014	6/30/2019	Wells Fargo Bank	Debt service administration for bond issues		20,000	N	$ 20,000				10,000		$ 10,000				10,000		$ 10,000
64	Arbitrage compliance	Fees	1/1/2014	6/30/2019	City Finance Department	Arbitrage compliance for bond issues			N	$ -						$ -						$ -
69	Oversight Board Legal Counsel	Legal	1/1/2014	6/30/2019	Leibold Mc Clendon & Mann	Oversight Board Representation		30,000	N	$ 30,000					15,000	$ 15,000					15,000	$ 15,000
76	Personnel Services	Admin Costs	1/1/2014	6/30/2019	Oxnard CDC	Salaries and Benefits Admin and Housing		300,000	N	$ 300,000					300,000	$ 300,000						$ -
77	Materials and Supplies	Admin Costs	1/1/2014	6/30/2019	Oxnard CDC	Postage Subscriptions Office Supplies Minor Equipment		16,600	N	$ 17,600					8,800	$ 8,800					8,800	$ 8,800
78	Contracts and Services	Admin Costs	1/1/2014	6/30/2019	League of CA Cities	Membership		10,000	N	$ 10,000					5,000	$ 5,000					5,000	$ 5,000
79	Maintenance Services	Admin Costs	1/1/2014	6/30/2019	Oxnard CDC	Reimbursements, Rental Vehicle, Service Equipment		15,000	N	$ 15,000					7,500	$ 7,500					7,500	$ 7,500
80	Other Services	Admin Costs	1/1/2014	6/30/2019	Oxnard CDC & City of Oxnard	Legal Advocacy, External Phone, Cell Phone, Voice mail, Administrative Support		840	N	$ 840					840	$ 840						$ -
81	Fixed Charges	Admin Costs	1/1/2014	6/30/2019	Oxnard CDC	Data Process, Liability Ins, Indirect Charges, Prorated Charges Facility Rental		149,072	N	$ 149,072					149,072	$ 149,072						$ -
82	CCRP County Property Tax	Fees	1/1/2014	6/30/2019	Ventura Auditor Controller	Property Taxes on Heritage Square Property		8,300	N	$ 8,300				8,300		$ 8,300						$ -
85	RiverPark Mortgage Reimbursement Legal Counsel	Litigation	1/1/2014	6/30/2019	Price, Postel & Parma	Defend Lawsuit entitled Ramirez, Audrey, et a. Vcity of Oxnard		-	N	$ -						$ -						$ -
87	CCRP City Advances Long Term	City/County Loans On or Before 6/27/11	1/1/2014	6/30/2017	City of Oxnard General Fund	Development of Project Area		2,901,416	N	2,901,416				2,901,416		2,901,416						

Oxnard Recognized Obligation Payment Schedule (ROPS 17-18) - ROPS Detail July 1, 2017 through June 30, 2018 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											17-18A (July - December) Fund Sources						17-18B (January - June) Fund Sources					
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 17-18 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	17-18A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	17-18B Total
								$ 78,248,474		$ 13,274,910	$ -	$ -	$ -	$ 8,473,511	$ 486,212	$ 8,959,723	$ -	$ -	$ -	$ 4,278,887	$ 36,300	$ 4,315,187
88	Downtown City Advance Long Term Loan	City/County Loans On or Before 6/27/11	1/1/2014	6/30/2017	City of Oxnard General Fund	Development of Project Area		86,520	N	86,520				86,520		86,520						
89	CCRP City Advances Property Acquisition	City/County Loans On or Before 6/27/11	1/1/2014	6/30/2017	City of Oxnard General Fund	Acquisition of Property in Downtown			N	$ -						$ -						$ -
90	Heritage Square Programs	Professional Services	7/1/2014	6/30/2017	Gary Blum, HS Docents	Heritage Square Reimbursement			N													
95	Reimbursement Agreement	Third-Party Loans	1/28/2015	1/1/2017	City of Oxnard	Reimbursement for City Advanced Funding		-	N	$ -						$ -						$ -
96	Real Estate	Professional Services	1/1/2015	1/1/2017	TBD	Real Estate Appraisal Services		60,000	N	$ 60,000				30,000		$ 30,000				30,000		$ 30,000
98	Litigation for Future Legal Costs	Litigation	1/1/2003	1/1/2017	Kane, Ballmer, and Berkman	Agency Legal Cousel		86,520	N	$ 86,520				43,260		$ 43,260				43,260		$ 43,260
100	Façade Obligation								N	$ -						$ -						$ -
101								-	N	$ -						$ -						$ -
102								-	N	$ -						$ -						$ -
103								-	N	$ -						$ -						$ -
104								-	N	$ -						$ -						$ -
105								-	N	$ -						$ -						$ -
106								-	N	$ -						$ -						$ -
107								-	N	$ -						$ -						$ -
108								-	N	$ -						$ -						$ -
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127									N	$ -						$ -						$ -
128									N	$ -						$ -						$ -
129									N	$ -						$ -						$ -

Oxnard Recognized Obligation Payment Schedule (ROPS 17-18) - Report of Cash Balances
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see Cash Balance Tips Sheet.

A	B	C	D	E	F	G	H	I
		Fund Sources						
		Bond Proceeds		Reserve Balance		Other	RPTTF	
	Cash Balance Information by ROPS Period	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
ROPS 15-16B Actuals (01/01/16 - 06/30/16)								
1	**Beginning Available Cash Balance (Actual 01/01/16)**	9,956,919			249,203	186,971	205,088	Beginning balance reduced by $1,265,641 to match ledger balance starting the 15-16 A period. The reported balance was overstated.
2	**Revenue/Income (Actual 06/30/16)** RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016					46,099	5,048,233	
3	**Expenditures for ROPS 15-16B Enforceable Obligations (Actual 06/30/16)**						2,904,337	
4	**Retention of Available Cash Balance (Actual 06/30/16)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							
5	**ROPS 15-16B RPTTF Balances Remaining**	No entry required						
6	**Ending Actual Available Cash Balance** **C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)**	**$ 9,956,919**	**$ -**	**$ -**	**$ 249,203**	**$ 233,070**	**$ 2,348,984**	

Oxnard Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018

Item #	Notes/Comments

Oxnard Recognized Obligation Payment Schedule (ROPS 17-18) - Notes July 1, 2017 through June 30, 2018

Item #	Notes/Comments

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 4**

DATE: January 24, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager
Greg Nyhoff

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approval of Lowest Responsive Bid, Selection of Final Project and Authorization to Issue and Execute a Contract (A-7940) for GS 15-42 Southwinds Park Improvements Phase I and II with Alternatives 1 and 2 with C.S. Legacy Construction (5/10/5)

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

RECOMMENDATION:

That City Council: 1) Award contract A-7940 to the lowest responsible bidder, C.S. Legacy Construction, Inc., in the amount of $933,120 for the Southwinds Park Improvements Project with Alternatives 1 and 2. 2) Approve a budget appropriation reprograming $171,887 of CDBG funding to Southwinds Park Improvements project number 175701 for project management such as plan check, permit fees, prevailing wage monitoring, inspections, and post design and architectural services.

BACKGROUND

<u>The Project</u>.

On July 26, 2016, City Council approved plans and specifications to conduct a public bid process for the Southwinds Park Improvements Phase I and II. Phase I and II includes replacement of the existing play areas, resurfacing of the jogging path, renovation of the restrooms, exercise stations, and barbecue areas, and removal of the existing baseball field and replacing it with a new lawn area and adding new fencing and bollards ("Base Bid"). Alternative 1 includes new exterior lighting, and Alternative 2 provides for a new monument park sign.

In addition to the estimate above, $171,887 is needed to fund plan check and permit fees, prevailing wage monitoring, inspections, post design architectural services, and project management. The reprogramming of funds are from prior years of CDBG completed projects.

Alternative 1 is critical to the project to provide adequate safety lighting for evening and night use of the park. Alternative 2 will allow for better recognition of the park site and will comply with the City standard sign. Thus, Staff recommends that the City Council determine the project to be built at Southwinds Park to include Alternative 1 and Alternative 2.

Lowest Responsive Bid.

The first advertisement of the Notice to Request for Bids (RFB) on the project was on October 6, 2016, and all bids were due on November 9, 2016. The City received four bids as follows:

	Base Bid	**Alt 1**	**Alt 2**	**Total**
United Construction Landscape, Inc.	$1,082,000	$80,000	$25,000	$1,187,000
Ardalan Construction Co., Inc.	$1,074,700	$97,200	$19,000	$1,190,900
NR Development, Inc.	$ 897,500	$99,250	$31,600	$1,028,350
C.S. Legacy Construction	$ 845,380	$75,035	$12,705	$ 933,120

As stated in the RFB, the lowest bidder was determined by the Base Bid (This does not affect the City Council's ability to determine whether to include Alternatives 1 and 2) total for Phase I and II of the project. The lowest bidder is therefore C. S. Legacy Construction and its bid is responsive to the City's RFB.

Following this determination, procurement staff reviewed all documentation received from C.S. Legacy Construction, Inc. and its subcontractors. For the Contractor and all subcontractors, staff 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). Contractor has worked on prior City projects and completed work in a satisfactory and responsible 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 C. S. Legacy Construction.

STRATEGIC PRIORITIES

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

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

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

Objective 3e. Create a pilot revitalization project for Southwinds Neighborhood.

FINANCIAL IMPACT

There is sufficient CDBG funding available (account 285-5750-826.86-05) in projects 165701 (Southwind Playground), 165702 (Southwinds Restroom/Walking Track) and 175701 (Southwinds Park Ph.II & Lighting) to fund the Southwinds Park Improvements Phases I and II, including Alternatives 1 and 2. The budget appropriation in the amount of $171,887 from CDGB reprogrammed funds will cover additional project costs.

ATTACHMENTS:

Attachment A - Tabulation of Bids

Attachment B - Project Cost Estimate

Attachment C- CS Legacy Bid Package

Attachment D- OSHA Report and CA DIR Registration

Attachment E - Certificate of Publication - Public Notice

Attachment F - Staff Report - Council Approval to Bid

Attachment G - Budget Appropriation

GS 15-42 SOUTHWINDS PARK IMPROVEMENTS PHASE I AND II							
Owner: City of Oxnard							
Bid Opening: 11/9/16				* marks an allowance	**C.S. Legacy Construction, Inc.**		**NR Development, I**
					1461 S. East End Avenue Pomona, CA 91766 US **Bidder Status:** Valid **Comment:** #1 -Low Bidder		2320 Central Avenu Duarte, CA 91010 US **Bidder Status:** Vali
GS 15-42 SOUTHWINDS PARK IMPROVEMENTS PHASE I					#1		
Item #		***Item Description***	***Quantity***	***Unit of Measure***	***Unit Price***	***Item Total***	***Unit Price***
1		SPECIAL PROVISIONS	1	LS	$15,361.00	$15,361.00	$36,056.00
2		GENERAL CONDITIONS	1	LS	$21,722.00	$21,722.00	$23,764.00
3		RESTROOM RENOVATION	1	LS	$110,987.00	$110,987.00	$63,900.00
4		PLAY AREA RENOVATION	1	LS	$323,563.00	$323,563.00	$248,160.00
5		JOGGING PATH RENOVATION	1	LS	$214,385.00	$214,385.00	$206,900.00
6		EXERCISE STATIONS	1	LS	$38,039.00	$38,039.00	$50,815.00

GS 15-42 SOUTHWINDS PARK IMPROVEMENTS PHASE II					C.S. Legacy Construction, Inc.		NR Development, I
7		SPECIAL PROVISIONS	1	LS	$15,361.00	$15,361.00	$18,980.00
8		GENERAL CONDITIONS	1	LS	$9,093.00	$9,093.00	$15,235.00
9		GROUP BAR-B-QUE AREAS	1	LS	$27,703.00	$27,703.00	$52,300.00
10		FAMILY BAR-B-QUE AREAS	1	LS	$8,649.00	$8,649.00	$33,100.00
11		EXISTING BASEBALL FIELD RENOVATION	1	LS	$26,367.00	$26,367.00	$60,000.00
12		WIRE FENCING	1	LS	$30,951.00	$30,951.00	$37,890.00
13		NEW TREE PLANTING	1	LS	$3,199.00	$3,199.00	$50,400.00
					BID LIST TOTAL SUBMITTED	**$845,380.00**	
					Total Bid Amount VERIFIED	**$845,380.00**	
					C.S. Legacy Construction, Inc.		**NR Development, I**
				Listed Subs	**Tot Lot Pros, Inc.** 14688 El Molino Street Fontana, CA 92335 **Fencecorp, Inc.** 111 Main Street Riverside, CA 92501 **Caseland Surveying** 614 N. Eckoff Street Orange, CA 92868 **Robertson Industries** 2414 W. 12th Street Suite 5 Tempe, AZ 85281 **Electro Construction** 3021 Rowena Avenue Los Angeles, CA 90039		**Varn Painting, Inc.** 2320 Central Avenu Duarte, CA 91010 **Reyes and Son Elec** 12939 Arroyo Street Sylmar, CA 91342 **Moses Anserlian** 16952 Utasca Street Northridge, CA 913 **Principles Contract** 1760 Marlborough A Riverside, CA 9250

nc.	**Ardalan Construction Company, Inc.**		**United Construction and Landscape, Inc.**		
e, Unit 6	8 E. Gainsborough Road Thousand Oaks, CA 91360 US **Bidder Status:** Valid		9018 Balvoa Boulevard, #128 Northridge, CA 91325 US **Bidder Status:** Valid		
d					
#2	#3		#4		
Item Total	***Unit Price***	***Item Total***	***Unit Price***	***Item Total***	
$36,056.00	$10,000.00	$10,000.00	$14,000.00	$14,000.00	
$23,764.00	$68,500.00	$68,500.00	$9,000.00	$9,000.00	
$63,900.00	$77,000.00	$77,000.00	$1,000,000.00	$1,000,000.00	
$248,160.00	$347,000.00	$347,000.00	$430,000.00	$430,000.00	
$206,900.00	$243,200.00	$243,200.00	$240,000.00	$240,000.00	
$50,815.00	$76,000.00	$76,000.00	$92,000.00	$92,000.00	

nc.	Ardalan Construction Company, Inc.		United Construction and Landscape, Inc.	
$18,980.00	$10,000.00	$10,000.00	$14,000.00	$14,000.00
$15,235.00	$51,500.00	$51,500.00	$9,000.00	$9,000.00
$52,300.00	$59,000.00	$59,000.00	$62,000.00	$62,000.00
$33,100.00	$33,500.00	$33,500.00	$7,000.00	$7,000.00
$60,000.00	$55,500.00	$55,500.00	$63,000.00	$63,000.00
$37,890.00	$34,000.00	$34,000.00	$36,000.00	$36,000.00
$50,400.00	$9,500.00	$9,500.00	$6,000.00	$6,000.00
$897,500.00		**$1,074,700.00**		**$1,082,000.00**
$897,500.00		**$1,074,700.00**		**$1,982,000.00**

nc.	Ardalan Construction Company, Inc.	United Construction and Landscape, Inc.
.	**Dunn Wright General Engineering**	**Ace Fence Company**
e, Unit 6	Camarillo, CA	727 Glendora Avenue
		La Puente CA 91744
		Playmax Surfacing, Inc.
tric, Inc.	**Venco Electric**	1950 Compton Avneue, Suite 111
:	Oxnard, CA	Corona, Ca 92881
		GOP Electric, Inc.
		17414 Kingsbury Street
		Granada, Hills, CA 91344
		Moses Anserlian
43		16952 Utasca Street
		Northridge, CA 91343
ting, Inc.		**Community Playground Equipment, Inc.**
venue		200 Commercial Street
7		Vallejo, CA 94589
		Santa Barbara Surfacing, Inc.
		208 Calle Cristobal
		Santa Barbara, CA 93111
		John Pence Building Specialties, Inc.
		535 South C Street
		Oxnard, CA 93030

CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE

Project Title: **Play Ground Replacement & Restroom and Walking track Improvements - Phase I & II**

Specification No: **GS15-42**

Account No: **285-5750-826.86-05, 285-5750-826.86-05**

Project No. **165701, 165702**

Project Manager: **Ralph Alamillo**

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)	47,887		
1. Preliminary Feasibility			
2. Post Construction Services			
3. Specification/Cost Estimate			
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis			
3. Inspection			
4. Testing			
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)			
Total External Services	**$ 47,887**		
II. INTERNAL SERVICES			
A. Design Engineering (8451)			
B. Inspection (8451)	38,000		
C. Survey (8451)			
D. Contract Administration (8451)	40,194		
E. Contract Procurement (8451)*			
Total Internal Services	**$ 78,194**		
III. CONSTRUCTION/ACQUISITION			
Funding for items in this section must be in place before contract is awarded			
A. Land, Easements and Rights-of-Way (8601)			
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New	959,719		
8605-Major Repair			
D. Machinery/Equipment (8606/8607)			
Total Construction/Acquisition			
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)	35,993		
B. CIP Indirect Cost (2.23% of total construction costs)			
Total Other Costs	**$ 35,993**		
Project Total	**$ 1,121,793**		
Total Appropriation			
Less: Encumbrances & Expenditures			
Balance Available			

***NOTICE**

Approval of this estimate authorizes the transfer of the amount shown in item II-E from the project listed above to Contract Procurement Account No. **101-3201-553-7337** when bid solicitation services begin.

Prepared by: RA

Date: December 8, 2016

Approved by:

Date:

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

BID DOCUMENTS (BLUE SHEETS) FOR

PROJECT TITLE: – Southwinds Park Improvements Phase 1 and 2

BRIEF DESCRIPTION OF PROJECT: This project includes two phases. Phase 1 includes: the replacement of two existing play areas, resurfacing of the existing jogging path, renovation of four exercise stations, renovation of the existing restroom. Phase 2 includes: renovation of the group bar-b-que area, new family bar-b-que areas, removal of the existing baseball field, new fencing, and new entry bollards.

Specification Number GS15-42 includes all pages of bid documents. Drawing No. GS15-42 includes 12 sheets of drawings.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work to be completed in 120 calendar days. Liquidated damages will be assessed at $1,500 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION MAY CAUSE REJECTION OF THE BID

Name C.S. Legacy Construction Inc.

Physical Address 1461 S East End Ave. Pomona, CA 91766

Mailing Address 1461 S. East End Ave

City Pomona State CA Zip Code 91766

Telephone No. 909 590 2626 Fax No. 909 590 3778

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

PHASE 1

1. Renovation of the existing restroom building.
2. Installation of a new resilient surface throughout the existing jogging path.
3. Removal of existing play structures and installation of new play structures with new resilient surfacing.
4. Renovation of existing exercise stations.

PHASE 2

5. Removal of the existing group Bar-B-Que area and installation of a new group Bar-B-Que area.
6. Removal of two family picnic pads and replacement with two new picnic pads that meet accessibility requirements.
7. Removal of the existing baseball field including backstops, fencing, concrete pads, and decomposed granite paving and renovation with new lawn installation.
8. New welded wire fencing.
9. Replacement of existing wood bollards at the park entrance with new concrete bollards

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME C.S. Legacy Construction, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	TOTAL
PHASE 1 BID BREAKDOWN				
1	Special Provisions		Lump Sum Complete	$ 15,361
2	General Conditions		Lump Sum Complete	$ 21,722
3	Restroom Renovation		Lump Sum Complete	$ 110,987
4	Play Area Renovation		Lump Sum Complete	$ 323,563
5	Jogging Path Renovation		Lump Sum Complete	$ 214,385
6	Exercise Stations		Lump Sum Complete	38,039
	TOTAL PHASE I			$ 724,057
PHASE 2 BID BREAKDOWN				
7	Special Provisions		Lump Sum Complete	$ 15,361
8	General Conditions		Lump Sum Complete	$ 9,093
9	Group Bar-B-Que areas		Lump Sum Complete	$ 27,703
10	Family Bar-B-Que areas		Lump sum Complete	$ 8,649
11	Existing baseball field renovation		Lump sum Complete	$ 26,367
12	Wire fencing		Lump Sum Complete	$ 30,951
13	New tree planting		Lump Sum Complete	$ 3,199
	Total			$ 121,323
Phase 2 Total				$ 121,323
TOTAL BASE BID (PHASE I &II)				$ 845,380

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME C.S. legacy construction, Inc

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	TOTAL
ALTERNATE 1				
2a	New Light		Lump Sum Complete	$ 58,409
2b	Replacing Light Heads		Lump Sum Complete	$ 16,626
	TOTAL ALTERNATE I			$ 75,035

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	TOTAL
ALTERNATE 2				
3a	Monument Park Sign		Lump Sum Complete	$ 12,705
	TOTAL ALTERNATE II			$ 12,705

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

BID SCHEDULE OF WORK AND PRICES

GRANDTOTAL BASE BID PH. I & II SUBMITTED - $ 845,380

The grand total submitted is subject to verification. Lump Sum total will be verified. If any discrepancy is found, the verified lump sum total will be the basis of award. Basis of the award will be determined by the grand total "Base Bid" Ph. I & II.

Bidder must fill in number and date of ***all*** addenda or enter the word ***"none"*** *if* appropriate.

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	11/1/16		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 11/8/16 AT 1461 S. East End Ave. Pomona, CA 91766

COMPANY NAME C.S. Legacy Construction, Inc.

SIGNATURE ______________ TITLE President - Gregg Strumpf
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

SUBCONTRACTORS INFORMATION

BIDDER'S NAME C.S. Legacy Construction, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1 /2 of 1%) of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater.

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening-* STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBER	CLASS
1. Tot lot pros	14644 El Molino St Fontana CA 92335	Install play Eqt	967975	B, C61, D34, D12
2. Fence Corp Inc	111 Main ST Riverside CA 92501	fencing	886544	C13, B
3. Case land Surveying	614 N Eckoff ST Orange CA 92868	Survey	LS-5411	Survey

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

SUBCONTRACTORS INFORMATION

BIDDER'S NAME C.S. Legacy Construction, Inc.

The information requested below must be filled out completely.			This information must *be provided now or via fax (805 385-8360)* within *24 hours of bid* opening.	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	NUMBER	CLASS
4. Robertson Industries	2414 W 12th ST Suite 5 Tempe AZ 85281	Surfacing	667261	C61 D12 C61/D64
5. Electro Const	3021 Rowena Ave Los Angeles CA 90039	Electrical	955881	B C10
6.				
7.				
8.				
9.				

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER –GS15-42

BIDDER'S NAME C.S. Legacy Construction, Inc.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) INFORMATION FOR CDBG FUNDED PROJECTS

In accordance with Federal policies and requirements to promote and encourage the use of minority and women owned enterprises, the City of Oxnard adopted a Minority and Women's Business Enterprise Plan which asks contractors to ensure that MBE/WBE's have maximum opportunity to participate in contracts with the City (see pages E-20 through E-29). **If the CDBG assigned minimum goals are not achieved, each bidder shall submit full documentation showing good faith efforts (see page E-26). Failure to meet the goals or to demonstrate a good faith effort may result in a rejection of your bid.**

The following information must be provided at the time the bid is submitted for all MBE/WBE contractors, subcontractors, suppliers, and prefabricators. A completed "minority and women's business enterprise questionnaire" (B-6B) must be submitted only for each MBE/WBE not currently certified by Caltrans. All subcontractors must be listed on the "list of subcontractors."

Name of MBE/WBE	Current Caltrans Certification Number	B-6B Questionnaire Attached (Y/N)	Description of Work	MBE/ WBE	Dollar Amount of Contract
NA					

	GOAL ACHIEVED	GOAL ASSIGNED Total
Minority Business	$ 0	
Total Bid Amount	$ 845,350 = 0 %	
		4%
Women's Business	$ 0	
Total Bid Amount	$ 845,350 = 0 %	

PERSON COMPLETING THIS FORM:

Signature: [signature] Date: 11/8/14

Person's Name & Title, Typed: Gregg Stumpf - President

Telephone Number, Including Area Code: 909 590 2426

B-6-A

CITY OF OXNARD
SPECIFICATION NUMBER –GS15-42

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

The information below must be completed and submitted by each minority-owned or women-owned contractor or subcontractor or supplier, not currently certified by Caltrans. The City's MBE/WBE Plan is included in the "General Conditions (Federal Edition)" section.

1.Name of Firm: C.S Legacy Construction Inc.

2. Telephone No.: (909) 590 2626

3.Business Address / City, State, Zip: 1461 S. East End Ave. Pomona, CA 91766

4. Contact Person: Gregg Strumpf

5.Type of Ownership: **Check One Only**

Γ Sole Ownership Γ Partnership Γ✓Corporation
Γ Joint Venture Γ Other ______________________

6. Fifty Percent (50%) or more Ownership
(a)Γ Minority-owned
Γ Black Γ Asian or Pacific Islander
Γ Hispanic Γ American Indian or Alaska Native
Γ Other ______________________
(b) Γ Women-owned

7. Have you ever been certified by Caltrans as a Disadvantaged Business Enterprise?
Γ Yes Date of Expiration: ______________
Γ✓No

Are you registered or listed with any organizations representing or promoting MBE/WBE? YesΓ NoΓ✓
Γ Oxnard Minority Business Development Center
Γ Other ______________________

8. California Contractor's License No(s). 824870

9. Type of Business: General Construction

Years in Business: 13 years

10. Description of work for this project

Contract Item No(s). General Contractor Dollar Amount $ TBD

Continued on Next Page

CITY OF OXNARD
SPECIFICATION NUMBER –GS15-42

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

BIDDER'S NAME C.S Legacy Construction, Inc

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and that all material information necessary to confirm the ownership and operations of C.S. Legacy Construction, Inc. will be provided upon request.
(Name of Subcontractor/Supplier Firm) (General construction)

Further, the undersigned agrees to provide through the prime contractor or directly to the City of Oxnard current, complete and accurate information regarding actual work performed on the project, payments, and any proposed changes, and to permit audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the City of the change, either through the prime contractor or to the City directly.

Signature ______________ Title President
(Officer of Subcontractor/Supplier Firm)*

Printed Name Gregory Strumpf Date Signed 11/8/16

*Person signing must be listed on records of Contractors State License Board.

NOTARY

On this ________ day of ________, 2011, before me appeared ________ (name) to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by ________ (name of firm) to execute the affidavit and did so act and deed.

Voided

Notary Public ______________ Commission Expires ________

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On NOVEMBER 8, 2016 before me, GLORIA MACIAS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared GREGG STRUMPF,
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.

GLORIA MACIAS
Commission # 2105161
Notary Public - California
Los Angeles County
My Comm. Expires Mar 29, 2019

Signature Gloria Macias (Seal)

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

REFERENCES

BIDDER'S NAME C.S. Legacy Construction, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
Multi Parks Improvements		
Owner	**Project Location**	
City of Oxnard	1700 W. Juanita St. Oxnard, CA 93030 / 303 No. [illegible] St Oxnard, CA 93030 / 350 N C St. Oxnard, CA 93030	
Project Cost	**Project Manager**	**Telephone**
$588,097.00	Ralph Alamillo	805·385·7803

Project Description		
Park Improvement		
Owner	**Project Location**	
City of Cathedral City	Moreno Rd + Ocotillo Rd. Cathedral City, CA	
Project Cost	**Project Manager**	**Telephone**
$ 2,499,244.00	John A Corella	760·770 0340

Project Description		
East Village Park Improvement		
Owner	**Project Location**	
City of Oxnard	2051 Jacinto Dr. Oxnard, CA	
Project Cost	**Project Manager**	**Telephone**
$ 1,396,440.00	Ralph Alamillo	805·385·7803

SIGNATURE OF BIDDER Gregg Strumpf - President

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME C.S. Legacy Construction, Inc

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

   Yes ______ No ✓

2. If yes, explain the circumstances.

   NA

SIGNATURE OF BIDDER Gregg Strumpf - President

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declare under penalty of perjury under the laws of the State of California that the bidder has ___, has not ✓ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ✓

If the answer is yes, explain the circumstances in the following space.

____
Signature of Bidder Gregg Stumpf - President

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Signature of Bidder Gregg Strumpf - President

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

____
Signature of Bidder Gregg Strumpf - President

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

ACKNOWLEDGMENT

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

State of California
County of LOS ANGELES)

On NOVEMBER 8, 2016 before me, GLORIA MACIAS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared GREGG STRUMPF,
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.

GLORIA MACIAS
Commission # 2105161
Notary Public - California
Los Angeles County
My Comm. Expires Mar 29, 2019

WITNESS my hand and official seal.

Signature Gloria Macias (Seal)

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NA

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Signature of Bidder Gregory Strumpf - President

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

____
Signature of Bidder Gregg Strumpf - President

SPECIFICATION NUMBER GS15-42
DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: [a]
a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action: [a]
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: [a]
a. initial
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

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
We do not negotiate with lobbying Activities.

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable ____________

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ ____________ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature ____________
value ____________

13. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify ____________

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☑

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually 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: ____________
Print Name: Gregg Strumpf
Title: President
Telephone No.: 909-570-2420 Date: 11/8/16

Authorized for Local Reproduction
Standard Form - LLL

Federal Use Only:

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

BIDDER'S AFFIDAVIT

PROJECT Southwinds Park Improvements Phase 1 and 2

I depose and say that I am Gregg Stumpf - President
(Print or type name and title)

of C.S. Legacy Construction Inc
(Name of Company)

1461 S. East End Ave. Pomona CA 91766
(Address) (City) (State) (Zip Code)

Dept. of Industrial Relations (DIR) Registration Number per SB854: 1000002947

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 826870 FED TAX I.D. # 20-0261685

Classification: A, B, C-27

Contractor's License Expiration Date: 10/31/17

City of Oxnard Business License Number(Not Required to Bid): TO Follow

Data Universal Numbering System (D-U-N-S #): 143180094

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.

4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 11/8/16 at 1461 S. East End Ave Pomona, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

SIGNATURE Gregg Stumpf - President

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

C.S. LEGACY
CONSTRUCTION, INC

C.S. LEGACY CONSTRUCTION, INC.
MINUTES OF BOARD OF DIRECTORS MEETING

A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF C.S. LEGACY CONSTRUCTION, INC, A CALIFORNIA CORPORATION, WAS HELD AT 1461 S. EAST END AVE POMONA, CA 91766 ON OCTOBER 17, 2016.

THE BOARD OF DIRECTORS OF THE CORPORATION:

GREGG STRUMPF DIRECTOR

CONSTITUTING ALL OF THE MEMBERS OF THE BOARD OF DIRECTORS WERE PRESENT AT THE MEETING.

THE MOTION WAS DULY MADE, SECONDED AND CARRIED THE FOLLOWING RESOLUTION WAS ADOPTED:

RESOLVED, GREGG STRUMPF, PRESIDENT, IS SOLELY VESTED FULL AUTHORITY TO SIGN ANY AND AN ALL CONTRACTUAL DOCUMENTS FOR THE CORPORATION, AND THEREFORE HAS THE FULL AUTHORITY TO OBILIGATE THE CORPORATION IN ALL CONTRACTURAL MATTERS.

THE UNDERSIGNED, RICHARD GONZALES, SECRETARY, CERTIFIED THAT GREGG STRUMPF IS THE DULY APPOINTED PRESIDENT OF C.S. LEGACY CONSTRUCTION, INC. AND THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE RESOLUTION DULY ADOPTED AT A MEETING OF BYLAWS OF SAID CORPORATION ON OCTOBER 17, 2016.

IN WITNESS THEREOF, I HAVE AFFIXED MY NAME AS SECRETARY OF THE CORPORATION, AND HAVE ATTACHED THE SEAL OF C.S. LEGACY CONSTRUCTION, INC. TO THIS RESOLUTION.

DATE: OCTOBER 17, 2016

RICHARD GONZALES - SECRETARY

1461 S. EAST END AVE POMONA, CA 91766
(909) 590-2626 (909) 590-4117 fax

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42
BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		**Yes**	**No**
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.	✓	
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.	✓	
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.	✓	
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.	✓	
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.		✓
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854	✓	

Contractor Officer's Signature:

President - Gregg Shumof

Title

11/8/14

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

C.S. LEGACY
CONSTRUCTION, INC

Please Reference Page B-11. Question 1

Bidders Information

C.S.Legacy Construction, Inc.
A California Corporation 2524632 -Date of Incorporation – 9/18/03
California Contractor License No. 826870 A, B, C-27
DIR Registration No. 1000002947

13263 Yorba Ave. Chino, Ca. 91710
(909) 590-2626 (909) 590-4117 fax

C.S. LEGACY
CONSTRUCTION, INC.

Please Reference Page B-11 Questions 4

Surety Company made payments for a subcontractor Land Engineering. This subcontractor did not pay their vendors for a project for Long Beach Community College. The Surety paid their vendors and then C.S. Legacy Construction Reimbursed the Surety. Issued Closed.

Surety paid vendors for a project that was terminated by convenience by the State of California. The subcontractor did not agree to the amount the State was willing to pay everyone. C.S. Legacy Construction subsequently settle with the Surety and Case is closed.

13263 Yorba Ave. Chino, Ca. 91710
(909) 590-2626 (909) 590-4117 fax

C.S. LEGACY
CONSTRUCTION, INC.

Please Reference Page B-11 Questions 7, 8, & 9

Subcontractor: Alpine Equipment Company. Filed a suit and stop notices against C.S. Legacy for their claimed Remaining contract funds due to them C.S. Legacy had substantiated back charges for actions against Alpine Equipment Company which offset any monies due. Actions are currently working their way thru the courts. On or about December 2015. Settled 10/26/16
Project Name: North Long Beach Quad Landscape

Subcontractor: Land Engineering suit against C.S. Legacy Construction for claimed monies due to them From various projects. C.S. Legacy has a suit against Land Engineering for owed monies to C.S. Legacy Construction over and above any monies due to Land Engineering. Just resolved in mediation and cases will be Dismissed. On or about September 2015.

Against Long Community College District for payment of withheld monies. College District claimed some defective work and were withholding funds from C.S. Legacy Construction. C.S. legacy took action against LBCC in arbitration and was the prevailing party. Case is closed.
Case No. 1200048642

13263 Yorba Ave. Chino, Ca. 91710
(909) 590-2626 (909) 590-4117 fax

C.S. LEGACY
CONSTRUCTION, INC.

Lawsuits/Arbitration/Stop notices/CSLB Disciplinary actions

C.S. Legacy has gone thru arbitration with the LBCC District on or about September 2015. Arbitration award to C.S. Legacy Construction

Various lawsuits from subcontractors only. Due to disagreements on contract values for each one.
No lawsuits from or against any owners other than LBCC which is closed.

Same subcontractors who we had disagreements filed Stop notices on a few various projects as well as submitted complaint's to the CSLB . No owners filed complaints against our license

1461 S East End Ave., Pomona, Ca. 91766
(909) 590-2626 (909) 590-4117 fax

C.S. LEGACY
CONSTRUCTION, INC

Please Reference Page B-11. Question 11

Multi Parks
City of Oxnard
305 West Third Street
Oxnard, Ca 93030
Contact: Ralph Alamillo
805-385-7803
Completed 6/2016
Original Contract $588,097.00

Whitewater Park
City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, Ca 92234
Contact: John A. Corella
760-770-0340
Completed 8/2015
Original Contact $ 2,499,241.00

East Village Park
City of Oxnard
1060 Pacific Ave
Oxnard, Ca 93030
Contact: Ralph Alamillo
805-385-7821
Completed 5/2015
Original Contract $ 1,396,440.00

Please Reference General References attached.

13263 Yorba Ave. Chino, Ca. 91710
(909) 590-2626 (909) 590-4117 fax

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number: example: 1234567890

Contractor Legal Name: example: ABC COMPANY — Contractor License Lookup

License Number: 826870

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. **1**

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	C.S. LEGACY CONSTRUCTION, INC	1000002947	LOS ANGELES	POMONA	06/13/2016	06/30/2017

v2.20160101

To be completed if project awarded to C.S. Legacy Const.

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

The City of Oxnard, on ____________, 2016 awarded to ______________________________ ("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work described as follows: ____

____

Now, therefore, Principal and ______________________________________

("Surety") agree to be bound to the City of Oxnard in the sum of ____________________ Dollars ($), or such greater sum as the contract may be amended to provide as payment to Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant under the contract, or for any amount required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts, costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition.

to be completed if project awarded to C. S. Legacy Const. Inc.

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this _______ day of _________________, 2016.

PRINCIPAL	SURETY
BY_______________ (SEAL)	BY_______________ (SEAL)

To be completed if project awarded to C.S. Legacy Const. Inc.

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

_______________________________ ("Contractor"), as Principal, and _______________________ ("Surety") hereby agree to be bound to the City of Oxnard ("City"), in the sum of _________________ Dollars ($), or such greater sum as the attached contract may be amended to provide as payment to Contractor, for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This performance bond ("bond") is required because Contractor has been awarded and is about to enter into the attached contract with City for the construction of: ____
____
____
and is required by City to give this bond in connection with the execution of the contract.

If Contractor satisfactorily performs all the covenants and obligations of the contract on Contractor's part to be done and performed at the times and in the manner specified therein, then this bond shall be null and void one year after final acceptance of the Contractor's performance by City; otherwise this bond shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the contract, alteration in the work to be done, the amount to be paid to Contractor or the materials to be furnished, or change to the plans and specifications accompanying the contract, shall in any way release or change the obligations of either Contractor or Surety on this bond, and notice of such alterations, changes, additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document this _____ day of _____________, 2016.

_______________________	_______________________
PRINCIPAL	SURETY
BY _____________________	BY _____________________
(SEAL)	(SEAL)

SPECIFICATION NUMBER GS15-42

Exhibit INS-E

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS (WITH BUILDER'S RISK REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-E.doc

To be completed if project awarded to C.S. Legacy Const. Inc

Exhibit INS-E

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$ \$
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$1,000,000 \$ \$ \$
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	\$ \$
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 \$1,000,000 \$1,000,000 \$1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage Each consultant/ & listed sub-consultant Course of Construction Completed Value of Project	\$1,000,000 \$500,000

SAMPLE

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

To be completed if project awarded to C.S. Legacy Const. Inc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ________ with an Aggregate of $________ applies to ________ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date ________
☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ________		
☐ ________		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ________
Address: ________
Telephone: ( )

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

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

to be completed if project awarded to C.S. Legacy Const. Inc.

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ______ with an Aggregate of $______ applies to ______ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ ______ per accident, for bodily injury and property damage.

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

Name: ______
Address: ______
Telephone: ( ) ______

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. ______
300 W. 3rd Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______

I ______ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ______
(original signature required)

Telephone: ( ) Date Signed ______

CITY OF OXNARD
SPECIFICATION NUMBER –GS15-42

CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS

This project is being financed totally or in part by federal grant funds. As such, it is subject to special contract requirements as explained in the "General Conditions (Federal Edition)." Other requirements are listed below and detailed in the "Special Provisions."

Other federal requirements:

Higher of the two wages between Federal and Prevailing wage Rates must be paid

The Davis-Bacon Act minimum wages related to this project are included in the bid documents. The effective wage determination and modifications are:

DECISION NUMBER	REVISION DATE	MOD NUMBER
CA100025	08/05/2011	CA25

The Davis-Bacon Act provides that all modifications published more than ten days before bid opening shall be applicable. Changes made in a determination after contract award are not effective.

A copy of the wage determination and modifications must be posted at the construction site in a prominent place readily accessible to all workers.

I understand that failure to comply with these requirements will subject me to sanctions imposed by the city or the federal agency providing funds for this project, including possible debarment or suspension from participation in federally-funded construction projects.

THE FOREGOING CERTIFICATE IS FOR:

C.S. Legacy Construction Inc
FIRM/COMPANY NAME

Gregory Strumpf - President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

11/8/14
DATE OF EXECUTION

CITY OF OXNARD
SPECIFICATION NUMBER –GS15-42

"SECTION 3" AFFIRMATIVE ACTION PLAN
GENERAL CONDITIONS, FEDERAL EDITION

CONTRACTOR/SUBCONTRACTOR C.S. Legacy Construction Inc.
PROJECT Southwinds Park Improvements Phase 1 and 2

I. Goals for Utilizing Local Project Area Residents and Businesses

A. Workforce Needs

	TRADE	ALREADY EMPLOYED	TO BE HIRED	"SECTION 3" OBJECTIVE %
Skilled				
Semi-skilled				
Unskilled		NA		
Trainees (Apprentices)				

Awards to local project area qualified businesses, subcontractors and vendors represents ___ percent of the value to be subcontracted or supplied.

ITEM	DOLLAR VALUE

II. Steps to Accomplish Objectives

A. Minimum Requirements

1) Attempt to recruit from the project area through local advertising media and signs placed at the job site, community organizations, and public and private agencies operating within or serving the project area, such as the state employment development department, urban league, etc.

2) Maintain a list of all lower-income residents of the project area who have applied either on their own or on referral from any source and employ such persons if otherwise qualified and if openings exist.

CITY OF OXNARD
SPECIFICATION NUMBER –GS15-42

"SECTION 3" AFFIRMATIVE ACTION PLAN (CONT'D)
GENERAL CONDITIONS, FEDERAL EDITION

3) Contact project area organizations likely to refer prospective subcontractors.

B. Additional Steps

III. Steps to Secure the Cooperation of Subcontractors and Unions in Meeting These Goals

A. Minimum Requirements

1) Incorporate the "Section 3" clause into all subcontracts to complete a "Section 3" Affirmative Action Plan prior to signing the contract.

2) Notify the City when the union(s) with which the Contractor has a collective bargaining agreement has not referred to the Contractor or Subcontractor a low income resident worker or the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet "Section 3" goals.

B. Additional Steps

IV. Certification

I certify that I will comply with "Section 3" regulations as established in 24 CFR 135 and will make a good faith effort to meet the goals outlined above, and I hereby appoint:

Gregg Strumpf | C.S. Legacy Construction, Inc.
Name of Appointee/Official Status with Firm

as the person responsible for the implementation of this plan.

C.S. Legacy Construction, Inc
FIRM/COMPANY NAME

Gregg Strumpf - President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

[signature]
SIGNATURE OF AUTHORIZED REPRESENTATIVE

11/8/16
DATE OF EXECUTION

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract.** The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING $10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's 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.

CS Legacy Construction, Inc.
FIRM/COMPANY NAME

Gregg Strumpf - President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

11/8/10
DATE OF EXECUTION

CITY OF OXNARD
SPECIFICATION NUMBER GS15-42

ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)

*ESCROW BID DOCUMENT CERTIFICATION

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard Transit Stop Enhancement Vineyard Drive Project, and that I have personally examined these contents and have found that this bid documentation is complete.

By: [signature]

Title: President - Gregory Strumpf

Firm: C.S. Legacy Construction, Inc

Date: 11/8/16

<u>*IF PROJECT BID IS IN EXCESS OF $500,000, IT REQUIRES SUBMITTAL OF ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS FOLLOWING BID OPENING:</u>

<u>THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:</u>

<u>CITY GENERAL SERVICES PROCUREMENT</u>
<u>305 W. Third St. East Wing, 2nd Floor</u>
<u>OXNARD, CA. 93030</u>
<u>ATTN: Patricia Garcia.</u>

Inspection Detail

Inspection: 316213560 - C.S.Legacy Construction Inc

Inspection Information - Office: Ca San Bernardino

Nr: 316213560 Report ID: 0950633 Open Date: 09/11/2013

C.S.Legacy Construction Inc
Barstow Rd & Eastbound On Rimrock Rd
Barstow, CA 92311

Union Status: NonUnion

SIC: 1541/General Contractors-Industrial Buildings and Warehouses
NAICS: 236210/Industrial Building Construction
Mailing: 13263 Yorba Ave, Chino, CA 91710

Inspection Type:	Referral		
Scope:	Partial	Advanced Notice:	N
Ownership:	Private		
Safety/Health:	Safety	Close Conference:	11/04/2013
		Close Case:	07/25/2014

Related Activity:	Type	ID	Safety	Health
	Referral	201151859	Yes	Yes

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations				3		3
Current Violations				3		3
Initial Penalty				$545		$545
Current Penalty				$200		$200
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr$	Init$	Fta$	Contest	LastEvent
1.	**01001**	Other	3203 B02	11/04/2013	11/22/2013	$100	$275	$0	11/18/2013	F - Formal Settlement
2.	**01002**	Other	3395 F03	11/04/2013	11/22/2013	$0	$135	$0	11/18/2013	F - Formal Settlement
3.	**01003**	Other	3395 E	11/04/2013	11/22/2013	$100	$135	$0	11/18/2013	F - Formal Settlement

Violation Detail

Standard Cited: 3203 B02 (18B-CA) General Indus, Accident Preven. Program

Violation Items

Nr: 316213560	Citation: 01001	Issuance: 11/04/2013		ReportingID: 0950633	
Viol Type:	Other	NrInstances:	1	Contest Date:	11/18/2013
Abatement Date:	11/22/2013 X	Nr Exposed:		Final Order:	05/22/2014
Initial Penalty:	$275.00	REC:		Emphasis:	
Current Penalty:	$100.00	Gravity:		Haz Category:	

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	11/04/2013	$275.00	11/22/2013	Other	
Penalty	F: Formal Settlement	05/22/2014	$100.00	11/22/2013	Other	

UNITED STATES
DEPARTMENT OF LABOR

J.3.d

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Spanish

/iolation Detail

Standard Cited: 3395 E

Violation Items

Nr: 316213560	Citation: 01003	Issuance: 11/04/2013		ReportingID: 0950633	
Viol Type:	Other	NrInstances:	1	Contest Date:	11/18/2013
Abatement Date:	11/22/2013 X	Nr Exposed:		Final Order:	05/22/2014
Initial Penalty:	$135.00	REC:		Emphasis:	
Current Penalty:	$100.00	Gravity:		Haz Category:	

Penalty and Failure to Abate Event History

Type	Event	Date	Penalty	Abatement	Type	FTA Insp
Penalty	Z: Issued	11/04/2013	$135.00	11/22/2013	Other	
Penalty	F: Formal Settlement	05/22/2014	$100.00	11/22/2013	Other	

UNITED STATES
DEPARTMENT OF LABOR

)ccupational Safety and Health Administration
:00 Constitution Ave., NW,
Vashington, DC 20210
800-321-6742 (OSHA)
TY
www.OSHA.gov

FEDERAL GOVERNMENT

Vhite House
\ffordable Care Act
)isaster Recovery Assistance
JSA.gov
)isability.gov
Plain Writing Act
Recovery Act
No Fear Act
J.S. Office of Special Counsel

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J.3.d

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number: example: 1234567890

Contractor Legal Name: C.S. Legacy Contractor License Lookup

License Number: example: 123456

County: Select County

Search

Search Results
One registered contractor found. 1

Details	Legal Name
View	C.S. LEGACY CONSTRUCTION, INC

Contractor Information | Legal Entity Information | Workers' Compensation

Legal Name
C.S. LEGACY CONSTRUCTION, INC

Legal Entity Typ
CORPORATION

Trade Name
C.S. LEGACY CONSTRUCTION, INC

License Number(s)
CSLB :826870

Mailing Address
1461 S EAST END AVE
POMONA, CA 91766

Physical Address
1461 S EAST END AVE
POMONA, CA 91766

Email Address
GREGG@CSLEGACY.NET

J.3.d

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: Current Fiscal Year: 2016/17

PWC Registration Number: example: 1234567890

Contractor Legal Name: C.S. Legacy Contractor License Lookup

License Number: example: 123456

County: Select County

Search Reset

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	C.S. LEGACY CONSTRUCTION, INC	1000002947	LOS ANGELES	POMONA	06/13/2016	06/30/2017

v2.20160101

Certificate of Publication

Ad# 1299573

In Matter of Publication of:

Public Notice

State of California)
))§
County of Ventura)

I, **Patricia Barrera**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Oct. 07, 14, 2016

I, Patricia Barrera certify under penalty of perjury, that the foregoing is true and correct.

Dated this October 17, 2016; in Camarillo, California, County of Ventura.

Patricia Barrera

Patricia Barrera
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS15-42 for Southwinds Park Improvements Phase 1 and 2 Project. The park is located at 455 West Clara Street. This project includes two phases. Phase 1 includes: the replacement of two existing play areas, resurfacing of the existing jogging path, renovation of four exercise stations, renovation of the existing restroom. Phase 2 includes: renovation of the group bar-b-que area, new family bar-b-que areas, removal of the existing baseball field, new fencing, and new entry bollards. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A and B to be considered as a prime contractor qualified for award of this project.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room: CyberCopy-USA - www.cybercopyusa.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of $75.00 plus $20.00 shipping and handling on MONDAY, OCTOBER 10, 2016. The Plans and Specifications may be obtained in either hardcopy format or electronic medium format-CD's. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, OCTOBER 26, 2016. All prospective bidders are urged to attend.

Some or all of this project is funded by CDBG funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City of Oxnard and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 300 West Third Street, 4th Floor, Oxnard, CA 93030, before 2:00 P.M. on WEDNESDAY, NOVEMBER 9, 2016. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO CITY PROCUREMENT OFFICE - 805-200-5289.

Ad Dates 10/7/16 / 10/14/16 Ad No.1299573

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS
PROJECT SPECIFICATION NUMBER
GS15-42 FOR SOUTHWINDS PARK
IMPROVEMENTS PHASE 1 AND 2 PROJECT

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Oct 6, 13, 2016

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

13th **day of** October **2016**

(Signature)

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 5**

DATE: July 26, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve Plans and Specifications No. GS15-42 for Southwinds Park Phase I and II

CONTACT: Ralph Alamillo, Public Works
Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council:1) Approve plans and specifications for Project Specification No. GS15-42 and authorize staff to conduct a public bid for Southwinds Park Playground, Walking Track and Restroom Improvements Phase I and Phase II, located at 455 W. Clara Street; and 2) Approve a Budget Appropriation recognizing additional CDBG funding in the amount of $172,000 in order to complete the walking track and restroom improvements in Phase I.

BACKGROUND

The Southwinds Park Improvements Phase I project consists of replacing the playground and replacement of the park restrooms and walking track. The estimated cost for Phase I improvements is $696,981. On April 28, 2015 City Council approved the use of CDBG funds in the amount of $524,981 for Phase I services. CDBG funds are available in the amount of $172,000 for completion of Phase I services. With City Council approval of this budget appropriation, there is sufficient funding to complete Phase I improvements.

Phase II includes upgrades to the exercise stations, baseball field backstop, fencing, tree planting, group and single bar-b-que area and equipment. The estimated cost for Phase II services is $252,925. On May 3, 2016, City Council approved the use of CDBG funds in the amount of $252,925 for Phase II services.

The total estimated cost to complete both Phase I and Phase II improvements to Southwinds Park Project Specification GS15-42 is estimated to be $949,906.

FINANCIAL IMPACT

CDBG funds of $949,906 from project 165701 ($350,000) and project 165702 ($599,906) will be used to fund Phase I and Phase II of the Southwinds Park improvements.

Note: Plans and Specifications for Project No. GS15-42 will be available for review at the City of Oxnard Public Works Procurement office at 305 W. Third Street, 2nd Floor, East Wing, after 8:00 a.m. on Thursday prior to the City Council Meeting

ATTACHMENTS:

Attachment A - Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: PW General Services **Date:** July 19, 2016

Project/Program Manager: Ralph Alamillo **Phone:** (805) 385-8341

Reason for Appropriation:

Additional appropriation to complete the Southwinds Park Restroom and Walkway renovation for Phase I.

Accounts and Descriptions		**AMOUNT**
Fund: CDBG Entitlement (285)		
Revenues/Transfers In		
Grants Management (5139)		
285-5139-531-7206	FEDERAL & STATE SOURCES / CDBG GRANT	172,000
	Sub-total Revenues	172,000
Expenditures/Transfers Out		
SOUTHWIND RESTROOM/WALKING (Project 165702)		
285-5750-826.86-05	IMPROV NOT BUILD-MAJOR RE	172,000
	Sub-total Expenditures	172,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**172,000**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

BA# (Finance Use Only)__________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Rev

K. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: First Amendment to Attorney Services Agreement with Colantuono, Highsmith & Whatley, PC.
   RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement ("Agreement") with Colantuono, Highsmith & Whatley, PC ("Colantuono") (4957-09-CA) for legal services relating to municipal revenues, elections and litigation issues for an increase of $350,000 for a total contract amount not to exceed $449,000.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
   RECOMMENDATION: 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, which are described on the attached list.

Police Department

3. SUBJECT: Donation of Police Equipment.
   RECOMMENDATION: Adopt **Resolution No. 14,955** accepting the donation of One (1) 2016 Ford F250 Crew Cab Truck to the City of Oxnard, for use by the Oxnard Police Department.

Public Works Department

4. SUBJECT: Adopt **Ordinance 2907** to Amend Certain Portions of Ordinance 2901 for Wastewater Regional Treatment and Disposal Facility User Charges.
   RECOMMENDATION: That City Council adopt Ordinance No. 2907 amending Regional Treatment and Disposal Facility User Charges.
5. SUBJECT: Approve Plans and Specifications No. GS15-42 for Southwinds Park Phase I and II.
   RECOMMENDATION: 1) Approve plans and specifications for Project Specification No. GS15-42 and authorize staff to conduct a public bid for Southwinds Park Playground, Walking Track and Restroom Improvements Phase I and Phase II, located at 455 W. Clara Street; and 2) Approve a Budget Appropriation recognizing additional CDBG funding in the amount of $172,000 in order to complete the walking track and restroom improvements in Phase I.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Padilla) Ayes: Ramirez, MacDonald, Padilla and Flynn. Absent: Perello.

L. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

1. SUBJECT: First Amendment to the FY 2014-2015 Annual Action Plan to Execute Loan Agreements with Habitat for Humanity of Ventura County.
   RECOMMENDATION: 1) Conduct a public hearing to receive comments on the proposed First Amendment to the FY 2014-2015 Annual Action Plan; 2) Approve the FY 2014-2015 Annual

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works | **Date:** January 24, 2017

Project/Program Manager: Ralph Alamillo | **Phone:** 385-8341

Reason for Appropriation:

Additional appropriation request of $171,887 from CDBG prior year completed projects to pay for Southwind Rehabilitation project management costs such as Plan Check, Inspections, Permit Fees, labor compliance-prevailing wages, post design and architectural services.

Accounts and Descriptions		AMOUNT
Fund: 285 (CDBG ENTITLEMENT)		
Revenues/Transfers In		
5139 (Grants Management)		
285-5139-531-72.06	FEDERAL & STATE SOURCES CDBG GRANT	171,887
	Sub-total Revenues	171,887
Expenditures/Transfers Out		
South Winds Park Phase 2 And Lighting (Project 175701)		
285-5750-826-82.09	CONTRACTS & SERVICES/OTHER PROFESSIONAL	171,887
	Sub-total Expenditures	171,887
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**171,887**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

SBA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi