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

AMENDED AGENDA

OXNARD CITY COUNCIL
Council Chambers, 305 West Third Street
March 6, 2017
Special Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. REPORTS

City Council

1. SUBJECT: Appointment of Members to Serve on City of Oxnard Citizen Advisory Groups ("CAGs") (5/15/5)
RECOMMENDATION: That the City Council ratify the Mayor's appointments of:
a. Two (2) members to the Housing Authority Board of Commissioners,
b. Five (5) members to the Downtown Design Review Committee (DDRC),
c. Seven (7) members to the Commission on Homelessness,
d. Nine (9) members to the Cultural Arts Commission,
e. Five (5) members to the Library Board,
f. Seven (7) members to the Parks and Recreation and Community Services Commission,
g. Four (4) members to the Planning Commission, and
h. Nine (9) members to the Senior Services Commission.
Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

Finance Department

2. SUBJECT: General Fund Mid-Year Budget Update FY 2016/17 (10/10/10) **(ITEM AMENDED 3/3/17)**
RECOMMENDATION: That the City Council:
1. Accept the General Fund Mid-Year Status; and
2. Approve the recommended supplemental budget appropriation; and
3. Adopt a resolution amending Resolution No. 14,994 authorizing full-time equivalent positions to include the conversion of two LBE positions to permanent full-time status, title changes, and the addition of seven positions funded in the FY16-17 Adopted Budget.

Legislative Body: CC Contact: Jim Throop Phone: 385-7475

Police Department

3. SUBJECT: Public Safety Vehicle Purchase (5/5/5)
RECOMMENDATION: That City Council:
1) Approves and authorizes the Mayor to execute three (3) purchase orders (Numbers 6202, 6203, and 6204) for a total amount of $672,083.85 for public safety vehicle purchases as follows:
A) Eleven (11) Ford Police Interceptor Utility vehicles and upfitting costs for $472,426.91
B) Six (6) Nissan Frontier King Cab light duty pickup trucks and upfitting costs for $153,487.38
C) One (1) Ford F-150 patrol utility pickup truck and upfitting costs for $46,169.56
2) Appropriates $672,085 from General Fund – Fund Balance to Transfer Out to Capital Outlay (Account No. 101-1002-808-8712) for Police Vehicle Purchase (Project 172101)
Legislative Body: CC Contact: Scott Whitney Phone: 385-7624

City Attorney Department

4. SUBJECT: Performing Arts Center Agreement Renewal (5/5/10)
RECOMMENDATION: That City Council approve a resolution for the renewal of the agreement between the City and the Oxnard Performing Arts Center Corporation (A-5904) for the operation, maintenance and management of the Performing Arts And Convention Center
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

D. 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.

E. CLOSED SESSION **(ITEM ADDED 3/3/17)**

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: City of Oxnard; et al. v. Aaron Starr
Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA

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

2. Conference with Legal Counsel – Anticipated Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9 (d)(2)), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

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

F. ADJOURNMENT

CITY OF OXNARD CALIFORNIA — **CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Council Business** **AGENDA ITEM NO.: 1**

DATE: March 6, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Appointment of Members to Serve on City of Oxnard Citizen Advisory Groups ("CAGs") (5/15/5)

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

RECOMMENDATION:

That the City Council ratify the Mayor's appointments of:

a. Two (2) members to the Housing Authority Board of Commissioners,
b. Five (5) members to the Downtown Design Review Committee (DDRC),
c. Seven (7) members to the Commission on Homelessness,
d. Nine (9) members to the Cultural Arts Commission,
e. Five (5) members to the Library Board,
f. Seven (7) members to the Parks and Recreation and Community Services Commission,
g. Four (4) members to the Planning Commission, and
h. Nine (9) members to the Senior Services Commission.

BACKGROUND

Various sections of the Oxnard Municipal Code (Section Chapter 2, Article I for Housing Authority; Chapter 16, Article III for Downtown Design Review; and Chapter 2, Article II for all the others) provide for volunteers to be appointed to serve on Citizen Advisory Groups, commonly referred to as "CAGs."

The typical eligibility requirements to apply for CAG service are: 18 years of age, Oxnard resident, and not serving on any other CAG. Applications are accepted on an ongoing basis but are actively recruited in the 2-3 months prior to the terms' expiration December 31st. Applications are kept on file for one year in case of unexpected vacancies on the CAGs.

The Mayor makes appointments to the CAGs for two year terms (four years for Planning Commission) that coincide with the Mayor's term. The Mayor's appointments are then subject to approval by the City Council. For this round of CAG recruitments, Mayor Flynn extended the deadline to January 20, 2017 and invited applicants for an "interview" meeting on February 15, 2017, to allow applicants an opportunity to speak on why they wish to be appointed. Following extensive review of the applications and some individual conversations, Mayor Flynn recommends the attached list of appointments for Council ratification.

(Note: OMC Chapter 2, Article II and Chapter 24, Article I provide for appointments to the Youth Commission and the Mobile Home Park Rent Review Board, respectively. As those Boards are currently inactive, no appointments are being recommended at this time.)

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

There is no financial impact from this item.

ATTACHMENTS:

A. Proposed CAG Appointments 3.6.17

2017 CAG APPOINTMENTS (* Incumbent)

March 6, 2017

Commission on Homelessness - 7 seats

Andrea Renee Houchin
Christine Rutter
Francine Castanon*
Grant Leichtfuss
Lizet Melgoza
Lucy Cartagena Martinez*
Yukio Okano*

Cultural Arts Commission - 9 seats

Autumn Kelly*
Deborah De Vries
Elizabeth M. Botello
Heather Behrens
Javier Gomez
Laura Gallardo
Margaret Cortese*
Oneita Hirata*
René Corado

Downtown Design Review Committee - 5 seats

Elizabeth White
Gary Blum*
Miguel Fernandez
Mike Faulconer*
Roy Prince

Housing Authority - 2 seats

Francisco Vega*
Jose Lopez*

Library Board - 5 seats

Felicity Harper
Irene Milstead
Irene Rauschenberger
Pedro A Chavez
Ruby Durias*

Parks & Recreation Commission - 7 seats

Angela Whitecomb*
Aurelio Ocampo*
Gabriel Teran
Jona Moorghen
Lilly Guerra
Roger Poirier*
Steve Nash

Planning Commission - 4 seats open

Jim Fuhring
Orlando Dozier*
Robert V. Sanchez
Wilfredo Chua

Senior Services Commission - 9 seats

Albert Clemens*
Alice Madrid*
Alice Sweetland*
Clark Owens*
Jeffrey D. Nevitt
Kathie Lanker*
Kay Brainard*
Lourdes Villareal Yu*
Denis Jackson

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

DATE: March 6, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

SUBJECT: General Fund Mid-Year Budget Update FY 2016/17 (10/10/10)

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

RECOMMENDATION:

That the City Council:
1. Accept the General Fund Mid-Year Status; and
2. Approve the recommended supplemental budget appropriation; and
3. Adopt a resolution amending Resolution No. 14,994 authorizing full-time equivalent positions to include the conversion of two LBE positions to permanent full-time status, title changes, and the addition of seven positions funded in the FY16-17 Adopted Budget.

BACKGROUND

City staff presents this information to give the City Council an update to the current status of the general fund budget and to propose additional appropriations that are deemed important to augmenting the level of services provided to the community.

General Fund

On June 28, 2016, City Council adopted the Fiscal Year 2016-17 budget in the amount of $386.1 million, of which, $122.3 million was appropriated for the General Fund. During the course of the new fiscal year, an additional $1.78 million in appropriations were added to the general fund budget. The increases consist of $600,000 in carryover programs from the prior year and $1.2 million to cover expenditures related to the city audit and the settlement of litigation. Table 1. provides a summary of the additional budget appropriations that have been made to date.

Table 1: General Fund Supplemental Appropriations (to date)

Department	Description	FY 2016-17 Approved Changes
Finance	Internal Audit	100,000
Human Resources	Wrk Comp. Audit	65,000
Non-Dept.	Police Vehicle Purchases	387,000
PW-General Services	Landscape Maintenance District contracts	48,012
	Carryover of FY16 operating budget to FY17	**600,012**
Finance	Eadie & Payne 3rd Amendment	193,793
Finance	Eadie & Payne services for audit & subpoena	84,000
Cultural Community Services	Library Settlement for So. Oxnard Branch Improvement (Floor Remediation & Skylight)	905,000
	One-Time Appropriation	**1,182,793**
	Additional Appropriation	**1,782,805**

General Fund Revenues

At fiscal year-end (June 30, 2017) general fund revenues are estimated to be approximately $1 million or 0.8% more than the adopted budget. General fund revenues are expected to total $123.06 million. Sales taxes are expected to produce an additional $840,000. Transient occupancy taxes will also grow beyond budget by $300,000 and other revenue (combined minor revenues) will increase by $450,000.

These anticipated gains will be offset by projected reductions in property taxes totaling $500,000 and reduction in service fees and charges of $790,000. Table 2 provides a summary of expected general fund revenues at year-end.

Table 2: Estimated Year-End General Fund Revenue ($ in millions)

Revenue	**FY 16/17 Adopted Budget**	**Estimated Year End FY 16/17 Budget**	**$ Variance**	**% Change**
Property Tax	51.38	50.89	-0.50	-1%
Sales Tax	28.73	29.57	0.84	3%
Franchises	3.55	3.55	0.00	0%
Business License Tax	5.20	5.20	0.00	0%
Transient Occupancy Tax	4.79	5.09	0.30	6%
Deed transfer Tax	0.73	0.73	0.00	0%
Building Fees & Permits	1.66	2.10	0.44	26%
Fees & Forfeitures	2.21	2.20	-0.01	0%
Indirect Cost Reimb.	7.02	7.25	0.23	3%
Infrastructure	3.00	3.00	0.00	0%
Service Fees & Charges	7.25	6.46	-0.79	-11%
Other Revenue	6.56	7.01	0.45	7%
Total Revenue	**122.09**	**123.06**	**0.97**	0.79%

General Fund Expenditures

The revised general fund expenditures total $124.13 million. Savings in the general fund are projected to be $2.61 million, or 2% at year-end. The reduction in expenditures is attributed to salary savings from position vacancies. The budget projected salary savings of 5% based on estimated staff turnover, however vacancies have been higher than planned. Human Resources has been working to fill open positions with qualified candidates as quickly as possible given the service needs of the City.

Three areas are expected to exceed their budget appropriations. They include a very minor overage of $40,000 in Development Services due to overtime and temporary labor, both needed for coverage due to increased permitting and development activity. The increase in building fees and permits revenue ($440,000) is more than sufficient to cover the additional costs. Fire staffing coverage needs will result in an increase of $1.24 million for the fire department. Fire staffing needs and requirements are being comprehensively analyzed and the ensuing year's budget will be adjusted to reflect any necessary additional costs.

Transfers to other funds expenditures will be $200,000 more than projected due to the Council action related to the recent adjustments to the city's Landscape Maintenance Districts.

Even with the additional expenditures the general fund will end the year in the "black" with savings of $2.61 million. Table 3 provides a summary of the estimated year end expenditures for the general fund.

Table 3: Estimated Year-End General Fund Expenditures ($ in millions)

Expenditures	FY 16/17 Current Budget	Estimated Year-End FY 16/17 Budget	$ Variance	% Change
City Attorney	1.83	1.72	0.11	6%
City Clerk	0.66	0.45	0.20	31%
City Council	0.36	0.36	0.00	0%
City Manager	2.07	2.01	0.06	3%
City Treasurer	1.38	1.35	0.03	2%
Cultural & Community Services	8.57	8.01	0.56	7%
Development Services	7.45	7.85	-0.04	-1%
Economic Community Development	1.79	1.27	0.52	29%
Finance	4.77	4.76	0.01	0%
Fire	15.92	17.16	-1.24	-8%
Housing	0.51	0.36	0.15	29%
Human Resources	2.39	2.36	0.03	1%
Police	52.54	51.70	0.84	2%
Public Works	10.28	9.69	0.59	6%
Non- Departmental	3.27	2.27	-0.99	30%
Debt Service & Transfer to Other Funds	10.35	10.54	-0.20	-2%
Total Expenditures	**124.13**	**121.87**	**2.61**	2%

Recommended General Fund Supplemental Appropriations

General fund departments were asked to identify needs at mid-year. At this time, the recommendations for approval include the conversion of two limited benefit employees (LBE) to permanent full-time status. The additional cost for converting Development Services' LBE positions to Office Assistant permanent full-time status is approximately $15,000. With offset of temporary labor budget, the conversion cost of Fire's LBE position to Administrative Secretary II permanent full-time will be cost neutral. The two recommended positions are as follows in Table 4.

Table 4: LBE Conversion Positions

Department	Position	Authorized	Proposed Change	Revised	Additional Cost
Fire	Administrative Secretary II*	1	1	2	0
Development Services	Office Assistant II*	2	1	3	15,000
	Total Additional Costs				**$15,000**

** Conversion of LBE to FTE*

Please note that all long-term, LBE positions are being transitioned to permanent full-time status as recommended by the organizational review. Human Resources has identified and reviewed all LBE positions in the City and is working with departments to convert these positions to permanent, full-time status based on the needs of the city.

In April, staff anticipates presenting to the council, the conversion of approximately 30 LBE positions in Environmental Resources to permanent full-time status. It is anticipated that the additional cost of the conversion will be offset by a reduction in temporary labor and overtime costs, such that the change will be a cost-neutral. The remainder of the LBE conversions will occur as part of the upcoming FY17-18 budget.

Also recommended for approval is the conversion of an interim manager position in Library to full-time status City Librarian, and the filling of the Community Services Manager in the Cultural and Community Services Department. The incremental cost for the official appointment of the Library interim position is $4,000. There is no additional cost for the Community Services Manager as the position will be moved into a currently vacant position.

Table 5: Conversion of Interim Positions

Department	Position	Authorized	Proposed Change	Revised	Additional Cost
Community & Cultural	Library Supervisor to Manager	1	0	1	4,000
Community & Cultural	Recreation Supervisor to Community Services Manager	1	0	1	0
	Total Additional Costs				**$4,000**

In addition, The Police Department is in need of 18 new replacement vehicles as many of the current vehicles have far surpassed their useful life, with all registering more than 100,000 miles, with the highest mileage at more than 152,000 miles. Replacing these high-mileage, aging vehicles will reduce the amount of time vehicles are out of service, and increase their availability to be in service for community protection. It is also anticipated that this will significantly lower maintenance costs for the department. Table 6 highlights the needed vehicles.

Table 6: Police Vehicles

Description	No. Vehicles	Amount
Ford Police Interceptor Utility Vehicles & upfitting costs	11	$ 472,427
Nissan Frontier King Cab Light Duty Pickup Trucks & Upfitting Costs	6	153,488
Ford F-150 Patrol Utility Pickup Truck & Upfitting Costs	1	46,170
Police One-Time Augmentation	**18**	**$ 672,085**

Projected FY2016/17 General Fund Year-Ending Balance

Table 7 General Fund Year-Ending Balance: represents the estimated General Fund year-ending balances which includes all revenue and expenses estimates, as well as the requested augmentation requests.

General Fund Budget Summary
($ in Millions)

Beginning Audited FY16-17 Undesignated Unreserved Fund Balance	**$12.64**
Adopted Revenue	122.09
Net estimated changes in Revenue	0.97
One-Time Successor Agency Loan Payment	4.43
Estimated Year-End Revenue	127.49
FY16-17 Estimated Expenditures	-121.87
FY16-17 Estimated Carryover	-0.27
Additional Augmentation for Staffing & Police Vehicles	-0.69
Net Annual Activity	4.66
Estimated Ending FY16-17 Undesignated Unreserved Fund Balance	**$17.30**

It is important to note that in the short-term the General Fund may be under considerable financial pressure should the Infrastructure Use Fee (IUF) be eliminated from the wastewater rates for two years, as recommended by the Utility Ratepayers Advisory Panel. This would be a loss of approximately $4.2 million to the General Fund over the next two fiscal years. The impact would be greater if the payments are also eliminated from water and solid waste. This fee is used to partially finance the costs of public safety and streets maintenance related to utilities.

In addition, looming increases in future CalPERS pension payments due to changes in the interest rate used to project returns from investments presents additional financial pressures for the general fund. Staff is currently reviewing and analyzing those impacts.

FINANCIAL IMPACT

Staff is requesting an appropriation from General Fund for the conversion of LBE positions, totaling $15,000, reclassification of Library Services Supervisor to City Librarian totaling $4,000, and the one-time purchase of Police replacement vehicles totaling $672,085. The positions would be for an ongoing expense, while the Police vehicles are a one-time expense. The attached Budget Appropriation includes necessary augmentation.

ATTACHMENTS:

Attachment A: Budget Appropriation for Police Vehicles & Staffing

Attachment B: Resolution Repealing Resolution No. 14,949

REQUEST FOR BUDGET APPROPRIATION

Department: Finance | **Date:** March 6, 2017

Project/Program Manager: Jim Throop | **Phone:** ext. 7612

Reason for Appropriation:

Appropriations: 1) Eleven Ford Police Interceptor Utility vehicles, Six light duty pickup tructs, One utility pick up truck and the upfitting of the vehicles. 2) LBE conversion 3)Library Reclassification

Accounts and Descriptions		AMOUNT
Fund: 101- GENERAL FUND		
Expenditures/Transfers Out		
1) **NON-DEPARTMENTAL**		
101-1002-808-8712	GENERAL FUND - TRANSFER TO CAPITAL OUTLAY FUND	672,085
2) **DEVELOPMENT SERVICES (4301)**		
101-4301-804.80-01	PERSONNEL SERVICES / DIRECT LABOR-REGULAR	15,000
3) **LIBRARY-INFO/REFER.SERVIC (5403)**		
101-5403-805.80-01	PERSONNEL SERVICES / DIRECT LABOR REGULAR	4,000
	Sub-total Expenditures	691,085
	Net Change to Fund Balance	**(691,085)**
Fund: 301- CAPITAL OUTLAY FUND		
Revenues/Transfers In		
1) **COMMUNITY PATROL**		
301-2110-711-7901	CAPITAL OUTLAY - TRANSFER FROM GENERAL FUND	672,085
	Sub-total Revenues	672,085
Expenditures/Transfers Out		
1) **PUBLIC SAFETY VEHICLE REPLACEMENT (Project 172101)**		
301-2110-826-8606	CAPITAL OUTLAY/ MACHINERY AND EQUIP NEW	672,085
	Sub-total Expenditures	672,085
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**691,085**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

Attachment A

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 14,949 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2016-2017 FISCAL YEAR

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard a new list of authorized full time positions in the City Service; and

WHEREAS, the current list of authorized full time positions was previously adopted via Resolution No. 14,949 and amendments thereto; and

WHEREAS, the City Council has reviewed the new list of authorized full time positions in the City Service and finds it desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the attached resolution listing of full-time equivalent positions be approved and that all prior versions are rescinded.

PASSED AND ADOPTED this 7th day of March, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

for
____
Stephen Fischer, City Attorney

Department	Title	Authorized	Proposed Change	Revised
CITY ATTORNEY	ASSISTANT CITY ATTORNEY	3		3
	CITY ATTORNEY	1		1
	DEPUTY CITY ATTORNEY II	1		1
	LAW OFFICE MANAGER	1		1
	PARALEGAL	1		1
CITY ATTORNEY DEPT Total		7	0	7
CITY CLERK	ASSISTANT CITY CLERK	1		1
	CITY CLERK	1		1
	OFFICE ASSISTANT II	1		1
CITY CLERK DEPT Total		3	0	3
CITY COUNCIL	CITY COUNCILMEMBER	5		5
CITY COUNCIL DEPT Total		5	0	5
CITY MANAGER	ADMINISTRATIVE ASSISTANT (C)	2		2
	ASSISTANT CITY MANAGER	2		2
	CITY MANAGER	1		1
	EXECUTIVE ASSISTANT I	1		1
	MANAGEMENT ANALYST III	1		1
	PUBLIC REL & COMM AFFAIRS MGR	1		1
	DOWNTOWN REVITALIZTION MNGR	1		1
CITY MANAGER Total		9	0	9
HUMAN SERVICES	ADMINISTRATIVE SECRETARY II	1		1
	COMMUNITY OUTREACH & PROD SPST	1		1
HUMAN SERVICES Total		2	0	2
NEIGHBORHOOD SE	ADMINISTRATIVE SECRETARY II	1		1
NEIGHBORHOOD SERVICES Total		1	0	1
CITY MANAGER DEPT Total		12	0	12
CITY TREASURER	ACCOUNT CLERK I	1		1
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ASST CITY TREAS/REV ACCTG MGR	1		1
	CITY TREASURER	1		1
	CODE COMPLIANCE INSPECTOR I	1		1
	CUSTOMER SERVICE ACCT TECH	2		2
	CUSTOMER SERVICE REP I	4		4
	CUSTOMER SERVICE REP II	1		1
	REVENUE COLLECTION TECHNICIAN	1		1
	SR CUSTOMER SERVICE REP	1		1
	TREASURY SUPERVISOR	1		1
CITY TREASURER DEPT Total		17	0	17
CULTURAL & COMMUNITY SERVICES				
LIBRARY SERVICES	ADMINISTRATIVE ASSISTANT	1		1
	CULTURAL & COMMUNITY SVCS DIR	1		1
	LIBRARIAN I	6.5		6.5
	LIBRARIAN II	2		2
	LIBRARIAN III	1		1
	LIBRARY AIDE I	3.5		3.5
	LIBRARY AIDE II	6.5		6.5
	LIBRARY AIDE III	2		2
	LIBRARY CIRCULATION SUPERVISOR	1		1
	LIBRARY SERVICES SUPERVISOR	1	-1	0
	CITY LIBRARIAN	0	1	1
	LITERACY COORDINATOR	1		1
	OFFICE ASSISTANT II	1		1
LIBRARY SERVICES Total		27.5	0	27.5
OTHER COMMUNIT'	ADMINISTRATIVE SECRETARY II	1		1
	CULTURAL ARTS SUPERVISOR	1		1
	EVENT ATTENDANT III	1.5		1.5
OTHER COMMUNITY SERVICES Total		3.5	0	3.5
PACC	ADMINISTRATIVE SECRETARY III	1		1
	EVENT ATTENDANT III	2.5		2.5
	EVENT COORDINATOR	1		1

Department	Title	Authorized	Proposed Change	Revised
	PERFORMING ARTS CENTER MANAGER	1		1
PACC Total		5.5	0	5.5
RECREATION SERVIC	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMMUNITY SERVICES MANAGER	1		1
	OFFICE ASSISTANT II	1		1
	RECREATION SUPERVISOR	2		2
	RECREATION/HUMAN SERV COORD	7		7
	RECREATION/HUMAN SERV LDR III	4.75		4.75
RECREATION SERVICES Total		18.75	0	18.75
CULTURAL & COMMUNITY SERVICES DEPT Total		55.25	0	55.25
DEVELOPMENT SER	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	2		2
	ASSISTANT TRAFFIC ENGINEER	1		1
	BUILDING INSPECTOR II	4		4
	CIVIL ENGINEER	1		1
	CODE COMPLIANCE INSPECTOR I	3		3
	CODE COMPLIANCE INSPECTOR II	4		4
	CODE COMPLIANCE MANAGER	1		1
	CONSTRUCTION INSPECTOR II	2		2
	DATA ENTRY OPERATOR II	1		1
	DEPUTY BUILDING OFFICIAL	2		2
	ELECTRICAL INSPECTOR	1		1
	JUNIOR CIVIL ENGINEER	3		3
	OFFICE ASSISTANT II	2	1	3
	PERMIT COORDINATOR	0	1	1
	PERMIT TECHNICIAN	2		2
	PLAN CHECK ENGINEER	0		0
	PLANS EXAMINER II	1		1
	SR CODE COMPLIANCE INSPECTOR	1		1
	SR CONSTRUCTION INSPECTOR	1		1
	SUPERVISING BUILDING INSPECTOR	1		1
	SUPERVISING CIVIL ENGINEER	1		1
DEVELOPMENT SERVICES Total		35	2	37
DEVELOPMENT SUP	ADMINISTRATIVE TECHNICIAN	1		1
	DEVELOPMENT SERVICES DIRECTOR	1		1
	MANAGEMENT ANALYST III	1		1
DEVELOPMENT SUPPORT Total		3	0	3
LAND USE PLAN & E	ADMINISTRATIVE SECRETARY III	1		1
	ASSISTANT PLANNER	2		2
	ASSOCIATE PLANNER	2		2
	DRAFT/GRAPH TECHNICIAN II	1		1
	PLAN & ENV SRVCS MANAGER	1		1
	PRINCIPAL PLANNER	2		2
LAND USE PLAN & ENV PROTC Total		9	0	9
DEVELOPMENT SERVICES DEPT Total		47	2	49
ECONOMIC DEVELO	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ECONOMIC DEVELOPMENT DIRECTOR	1		1
	PROJECT MANAGER	1		1
ECONOMIC DEVELOPMENT DEPT Total		4	0	4
FINANCE DEPARTM	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	3		3
	ACCOUNTANT II	1		1
	ACCOUNTANT II (C)	1		1
	ACCOUNTING TECHNICIAN	2		2
	ACCOUNTING TECHNICIAN (C)	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	ASSISTANT CHIEF FIN OFFICER	2		2
	BUDGET MANAGER	1		1
	BUYER	2		2

Department	Title	Authorized	Proposed Change	Revised
	CHIEF FINANCIAL OFFICER	1		1
	CONTROLLER	1		1
	FINANCIAL ANALYST I	4		4
	FINANCIAL ANALYST II	2		2
	FINANCIAL ANALYST III	1		1
	FINANCIAL SERVICES MANAGER	1	-1	0
	MAIL CLERK	2		2
	MAINTENANCE DISTRICT ADMIN	1		1
	MANAGEMENT ACCOUNTANT/AUDITOR	1		1
	MANAGEMENT ANALYST III	1		1
	PURCHASING OFFICER	0		0
	SR ADMIN SECRETARY ©	1		1
	UTILITIES FINANCE OFFICER	1		1
FINANCE DEPARTMENT Total		34	-1	33
FIRE DEPARTMENT	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	1	1	2
	ASSISTANT FIRE CHIEF	1		1
	BATTALION CHIEF	5		5
	CUPA COORDINATOR	1	-1	0
	CUPA MANAGER	0	1	1
	DISASTER PREPAREDNESS COORD	1	-1	0
	EMS COORDINATOR	1		1
	EMERGENCY SERVICES MANAGER	0	1	1
	FIRE CAPTAIN	31	1	32
	FIRE CHIEF	1		1
	FIRE ENGINEER	30		30
	FIRE ENVIRONMENTAL SPEC I	1		1
	FIRE ENVIRONMENTAL SPEC II	2		2
	FIRE INSPECTOR	4		4
	FIREFIGHTER	46	-2	44
	GRANTS SPECIALIST II	1		1
	PLANS EXAMINER II	1		1
FIRE DEPARTMENT Total		128	0	128
HOUSING				
HOUSING AUTHORI'	ACCOUNT CLERK I	1		1
	ACCOUNT CLERK II	1		1
	ACCOUNT CLERK III	2		2
	ACCOUNTANT I	2		2
	ADMINISTRATIVE SECRETARY III	1		1
	COMPUTER NETWORK ENGINEER III	1		1
	DEPUTY HOUSING DIRECTOR	1		1
	FAC MAINT WORKER I	2		2
	FAC MAINT WORKER II	6		6
	GROUNDSWORKER I	1		1
	GROUNDSWORKER II	2		2
	HOUSING CONTRACT ADMIN	1		1
	HOUSING DIRECTOR	1		1
	HOUSING ENGINEER	1		1
	HOUSING FINANCIAL OFFICER	1		1
	HOUSING INSPECTOR	1		1
	HOUSING MAINT SUPERINTENDENT	1		1
	HOUSING MAINT SUPERVISOR	3		3
	HOUSING MODERNIZATION SUPT	1		1
	HOUSING PROGRAM SUPERVISOR	4		4
	HOUSING PROGRAMS MANAGER	1		1
	HOUSING SPECIALIST I	4		4
	HOUSING SPECIALIST II	9		9
	MANAGEMENT ANALYST II	1		1
	MANAGEMENT ANALYST III	2		2
	OFFICE ASSISTANT I	5		5
	OFFICE ASSISTANT II	5		5
	REHAB CONSTRUCT SPECIALIST I	1		1
	REHAB CONSTRUCT SPECIALIST II	0		0
	REHAB LOAN ASSISTANT	1		1
	RESIDENT SERVICES ASSISTANT	1		1
	RESIDENT SERVICES COORDINATOR	1		1
	SR GROUNDSWORKER	1		1
	SR HOUSING MAINTENANCE WORKER	2		2

Department	Title	Authorized	Proposed Change	Revised
	SR HOUSING SPECIALIST	4		4
HOUSING AUTHORITY Total		72		72
HOUSING SERVICES	ACCOUNTING MANAGER	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	COMPLIANCE SERVICES MANAGER	1		1
	GRANTS COORDINATOR	1		1
	GRANTS SPECIALIST I	1		1
	HOMELESS ASSISTANCE PGM COORD	1		1
	HOUSING REHAB PROGRAM MANAGER	1		1
	REHAB LOAN SPECIALIST	2		2
HOUSING SERVICES Total		9		9
HOUSING DEPT Total		81	0	81
HUMAN RESOURCE	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SEC II (C)	1		1
	ASSISTANT HR DIRECTOR	1		1
	HUMAN RESOURCES ANALYST II	0		0
	HUMAN RESOURCES DIRECTOR	1		1
	HUMAN RESOURCES TECHNICIAN	3		3
	HUMAN RESOURCES MANAGER	0	1	1
	PRINCIPAL HR ANALYST	1		1
	SR BENEFITS COORDINATOR	1		1
	SR HUMAN RESOURCES COORDINATOR	5		5
	SR HUMAN RESOURCES ANALYST	0		0
	WORKERS COMP SPECIALIST (C)	1		1
	WORKER'S COMPENSATION MANAGER	1		1
HUMAN RESOURCES DEPT. Total		16	1	17
INFORMATION SVC	COMPUTER NETWORK ENG I	1		1
	COMPUTER NETWORK ENGINEER II	6		6
	COMPUTER NETWORK ENGINEER III	7		7
	COMPUTER OPERATOR	1		1
	GEOGRAPH INFO SYSTEMS TECH III	1		1
	GEOGRAPHIC INFO SYSTEMS COORD	1		1
	INFO. TECHNOLOGY DIRECTOR	1		1
	PROGRAMMER ANALYST	4		4
	PROJECT MANAGER	1	-1	0
	PUBLIC SAFETY INFO TECH MGR	1	-1	0
	SYSTEMS ADMINISTRATOR	2	2	4
	SYSTEMS ANALYST II	1		1
	SYSTEMS ANALYST III	1		1
INFORMATION SVC OPERATION Total		28	0	28
POLICE	ACCOUNT CLERK III	2		2
	ADMINISTRATIVE ASSISTANT (C)	1		1
	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SVC'S ASSISTANT	2		2
	ANIMAL SAFETY OFFICER	2		2
	ASSISTANT POLICE CHIEF	2		2
	COMMUNITY AFFAIRS MANAGER	1		1
	COMMUNITY SERVICE OFFICER	8		8
	CRIME ANALYSIS DATA TECHNICIAN	1		1
	CRIME ANALYST I	1		1
	CRIME ANALYST II	1		1
	CROSSING GUARD	6		6
	DATA ENTRY OPERATOR II	1		1
	EVIDENCE TECHNICIAN I	2		2
	EVIDENCE TECHNICIAN II	1		1
	MISSING PERSONS SPECIALIST	1		1
	OFFICE ASSISTANT II	1		1
	POLICE CHIEF	1		1
	POLICE COMMANDER	7		7
	POLICE FINANCE/GRANTS MANAGER	1		1
	POLICE OFFICER I	68		68
	POLICE OFFICER II	106		106
	POLICE OFFICER III	31		31
	POLICE RECORDS MANAGER	1		1
	POLICE RECORDS SUPERVISOR	1		1
	POLICE RECORDS TECHNICIAN I	5.75		5.75
	POLICE RECORDS TECHNICIAN II	9		9
	POLICE RECORDS TECHNICIAN III	3		3
	POLICE SERGEANT	32		32

Department	Title	Authorized	Proposed Change	Revised
	POLICE SERVICE OFFICER	6		6
	POLICE WORD PROCESSOR II	7.5		7.5
	POLICE WORD PROCESSOR III	1		1
	PROPERTY & EVIDENCE CUSTODIAN	1		1
	PROPERTY & EVIDENCE TECHNICIAN	0		0
	PUBLIC SAFETY COMM MANAGER	1		1
	PUBLIC SAFETY DISPATCHER I	7		7
	PUBLIC SAFETY DISPATCHER II	12		12
	PUBLIC SAFETY DISPATCHER III	5		5
	SEX REGISTRANT SPECIALIST	1		1
	SR ANIMAL SAFETY OFFICER	1		1
	SR POLICE SERVICE OFFICER	1		1
	SR TRAFFIC SERVICE ASST	2		2
	TRAFFIC SERVICE ASST I	6		6
	TRAFFIC SERVICE ASST II	7		7
	VICTIM SERVICES SPECIALIST	1		1
POLICE DEPT Total		359.25	0	359.25
PUBLIC WORKS				
ENGINEERING SERVI	JUNIOR CIVIL ENGINEER	1		1
	PROJECT MANAGER	1		1
	SR CIVIL ENGINEER	1		1
ENGINEERING SERVICES Total		3		3
ENVIRONMENTAL R	ACCOUNT CLERK II	0		0
	ACCOUNT CLERK III	0		0
	ACCOUNTING TECHNICIAN	1		1
	ADMINISTRATIVE ASSISTANT	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	CONTAINER SERVICE WORKER	2		2
	CUSTOMER SERVICE REP I	3		3
	CUSTOMER SERVICE REP II	7		7
	ENVIRONMENTAL RES. DIV MANAGER	0		0
	ENVIROMENTAL RESOURCES SUPV	4		4
	ENVIRON RESOURCES/MRF MANAGER	1		1
	MRF EQUIPMENT OPERATOR	6		6
	MAINTENANCE WORKER TRAINEE	5		5
	MANAGEMENT ANALYST III	1		1
	MRF DISPATCHER	1		1
	MRF MANAGER	0	1	1
	MRF MACHINERY OPERATOR	3		3
	MRF MECHANIC	3		3
	OFFICE ASSISTANT I	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	PUBLIC WORKS MANAGER	0		0
	RECYCLING MANAGER	1		1
	RECYCLING MARKETING MANAGER	1		1
	SR ELECTRICIAN	0		0
	SENIOR EQUIPMENT OPERATOR	0		0
	SENIOR UTILITIES MECHANIC	0		0
	SOLID WASTE COMPLIANCE SPEC	4		4
	SOLID WASTE EQUIP OPER II	52		52
	SOLID WASTE TRANS OPERATOR	13		13
	SORTER	6		6
	SORTER (Limited Term) 06/30/19	0		0
	UTILITIES SUPERVISOR	0		0
ENVIRONMENTAL RESOURCE Total		118	1	119
FACILITIES MTNCE S	CONSTRUCTION PROJECT MANAGER	1		1
	CUSTODIAL SUPERVISOR	1		1
	CUSTODIAN	11		11
	FAC MAINT WORKER II	4		4
	FACILITIES MAINTENANCE SPVR	1		1
	HVAC TECHNICIAN	3		3
	MAINTENANCE CARPENTER	2		2
	MAINTENANCE ELECTRICIAN	1		1
	MAINTENANCE PLUMBER	1		1
	SR FACILITIES MAINT WORKER	2		2
FACILITIES MTNCE SVCS Total		27	0	27
FLEET SERVICES OPR	ADMINISTRATIVE ASSISTANT	1		1

Department	Title	Authorized	Proposed Change	Revised
	CUSTOMER SERVICE REP I	1		1
	FLEET SERVICES MAINT WORKER	1		1
	FLEET SERVICES MANAGER	1		1
	FLEET SERVICES MECHANIC I	9		9
	FLEET SERVICES MECHANIC II	9		9
	FLEET SERVICES MECHANIC SPVR	2		2
	SR FLEET SERVICES MECHANIC	6		6
	TIRE REPAIRER	1		1
FLEET SERVICES OPR Total		31	0	31
MAINTENANCE SERV	ADMINISTRATIVE SECRETARY I	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	ADMINISTRATIVE TECHNICIAN	1		1
	EQUIPMENT OPERATOR	5		5
	GRAFFITI ACTION COORDINATOR	1		1
	GROUNDSWORKER II	11		11
	MAINTENANCE PLUMBER	1		1
	MAINTENANCE SERVICES MANAGER	1		1
	MANAGEMENT ANALYST III	1		1
	OFFICE ASSISTANT II	2		2
	PARKS MAINTENANCE SUPERVISOR	4		4
	PARKS MANAGER	1		1
	PROJECT MANAGER	1		1
	SR FACILITIES MAINT WORKER	1		1
	SR GROUNDSWORKER	5		5
	SR STREET MAINT WORKER	4		4
	SR TREE TRIMMER	1		1
	STREET MAINT WKR II	3		3
	STREETS MANAGER	1		1
	TRAFFIC SAFETY MAINT WKR	2		2
MAINTENANCE SERVICES DEPT Total		48	0	48
PUBLIC WORKS ADM	ADMINISTRATIVE LEGAL ASSISTANT	1		1
	DEPUTY DIRECTOR-PUBLIC WORKS	1		1
	MANAGEMENT ANALYST II	1		1
	OUTREACH/EDUCATION SPECIALIST	1		1
	PUBLIC WORKS DIRECTOR	1		1
	WATER CONSERV/OUTREACH TECH	1		1
PUBLIC WORKS ADMIN Total		6	0	6
Public Works: Engin	ENGINEERING TECHNICIAN II	1		1
	SR ENGR TECH/SURVEY CHIEF	1		1
	TRAFFIC SIGNAL REPAIRER I	1		1
	TRAFFIC SIGNAL REPAIRER II	1		1
	TRAFFIC SIGNAL TECHNICIAN	1		1
Public Works: Engineering Services Total		5	0	5
TRANSPORTATION	ASSOCIATE TRAFFIC DESIGN ENG	1		1
	CONSTRUCTION & MAINT ENGINEER	1		1
	CONSTRUCTION INSPECTOR I	1		1
	CONSTRUCTION INSPECTOR II	2		2
	ENGINEER	1		1
	PW CONSTRUCTION PROJECTS MGR	3		3
	SR CIVIL ENGINEER	1		1
	TRAFFIC ENGINEER	1		1
TRANSPORTATION Total		11	0	11
WATER OPERATION	ACCOUNT CLERK II	1		1
	ADMINISTRATIVE SECRETARY III	2		2
	ASSISTANT CIVIL ENGINEER	1		1
	CHIEF OPERATOR	2	1	3
	CONSTRUCTION PROJ COORDINATOR	2		2
	DESIGN & CONST SVC'S MANAGER	1		1
	METER READER	9		9
	METER REPAIR WORKER	4		4
	SOURCE CONTROL TECHNICIAN	1		1
	SR METER READER	1		1
	SR METER REPAIRER WORKER	1		1
	SR WASTEWATER ENVIR SPECIALIST	2		2
	SR WATER DISTRIBUTION OPERATOR	2		2
	SR WATER TREATMENT OPERATOR	1		1

Department	Title	Authorized	Proposed Change	Revised
	TECHNICAL SVCS/WTR QUALITY MGR	1		1
	WASTEWATER ENVIRONMENTAL SPEC	2		2
	WATER CONSERV/OUTREACH COORD	1		1
	WATER CONSERV/OUTREACH TECH	1		1
	WATER DISTRIBUTION OPERATOR I	9		9
	WATER DISTRIBUTION OPERATOR II	4		4
	WATER DIVISION MANAGER	1		1
	WATER REGULATORY COMPL COORD	1		1
	WATER REGULATORY COMPL TECH II	2		2
	WATER TREATMENT OPERATOR II	2		2
	WATER TREATMENT OPERATOR III	3		3
WATER OPERATION Total		57	1	58
WW COLLECTION	ADMINISTRATIVE TECHNICIAN	1		1
	DATA ENTRY OPERATOR II	1		1
	SOURCE CONTROL INSPECTOR II	1		1
	SR WASTEWATER COLLECT OPERATOR	1		1
	SR WASTEWATER MECHANIC	1		1
	WASTEWATER COLLECT OPERATOR I	2		2
	WASTEWATER COLLECT OPERATOR II	5		5
	WASTEWATER COLLECTIONS SUPV	1		1
	WASTEWATER ENVIRONMENTAL SPEC	2		2
	WASTEWATER MAINTENANCE MANAGER	1		1
WW COLLECTION Total		16	0	16
WW TREATMENT	ADMINISTRATIVE SECRETARY II	1		1
	ADMINISTRATIVE SECRETARY III	1		1
	CHEMIST	1		1
	ELECTRICIAN/INSTRUMENTATION TE	2		2
	GROUNDSWORKER II	1		1
	INSTRUMENTATION TECHNICIAN	1		1
	LABORATORY ASSISTANT	1		1
	LABORATORY SUPERVISOR	1		1
	LABORATORY TECHNICIAN	2		2
	POWER PROD. OPERATOR II	2		2
	SR WASTEWATER MECHANIC	1		1
	SR WASTEWATER OPERATOR	4		4
	TRANSPORT OPERATOR	1		1
	TREATMENT PLANT ELECTRICIAN	2		2
	UTILITIES SUPERVISOR	0	2	2
	WASTEWATER DIVISION MANAGER	1		1
	WASTEWATER MAINTENANCE SUPERV	1		1
	WASTEWATER MECHANIC II	11		11
	WASTEWATER OP IN TRAINING	1		1
	WASTEWATER OPER MGR/CHIEF OPER	1		1
	WASTEWATER OPERATOR I	3		3
	WASTEWATER OPERATOR II	10		10
	WASTEWATER OPERATOR III	4	2	6
WW TREATMENT Total		53	4	57
PUBLIC WORKS DEPT Total		375	6	381
Grand Total		1171.50	8.00	1179.50

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 3**

DATE: March 6, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Scott Whitney
Police Chief

S Whitney

SUBJECT: Public Safety Vehicle Purchase (5/5/5)

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

RECOMMENDATION:

That City Council:
1) Approves and authorizes the Mayor to execute three (3) purchase orders (Numbers 6202, 6203, and 6204) for a total amount of $672,083.85 for public safety vehicle purchases as follows:
A) Eleven (11) Ford Police Interceptor Utility vehicles and upfitting costs for $472,426.91
B) Six (6) Nissan Frontier King Cab light duty pickup trucks and upfitting costs for $153,487.38
C) One (1) Ford F-150 patrol utility pickup truck and upfitting costs for $46,169.56
2) Appropriates $672,085 from General Fund – Fund Balance to Transfer Out to Capital Outlay (Account No. 101-1002-808-8712) for Police Vehicle Purchase (Project 172101)

BACKGROUND
During FY 2016-2017 twenty-seven (27) Ford Police Interceptor Utility vehicles were added to the patrol fleet in order to address the impacts of several years of deferred and scaled-back purchasing. Though the addition of these vehicles has provided some relief to the patrol fleet, the Police Department still has a high number of vehicles that have either passed or are nearing the end of their expected service lives. The recommended replacement cycle found in the *City of Oxnard Vehicle Purchasing Guidelines* is 100,000 miles. Many law enforcement agencies also use 100,000 miles, or five (5) service years, as their replacement threshold. Patrol vehicles

require service more frequently and generally become less reliable after exceeding 85,000 miles. The service that is required also becomes increasingly extensive and costly.

Although the situation has improved from the previous year, there are still a large number of older, high-mileage vehicles in the patrol fleet's inventory. Currently, twenty-one (21) of the patrol fleet's vehicles have odometer readings in excess of 100,000 miles. An additional twelve (12) patrol fleet vehicles have odometer readings in excess of 80,000 miles. The average age of patrol vehicles within the fleet is six (6) years-old.

Replacing high-mileage, aging vehicles will reduce the amount of time vehicles are out of service, and increase their availability to be in service. It is also anticipated that this will significantly lower maintenance costs.

While last year's purchases of replacement patrol vehicles have come as a welcomed relief, the newer units are accumulating miles at a fast rate due to the need to deploy reliable equipment. At their current rates, the majority of these vehicles will be at or nearing their 100,000 mile patrol service life prematurely - by the four-year mark. Additionally, another period of scaled-back or deferred patrol vehicle purchases would likely cause another vehicle crisis within the next several months. The following table depicts the age and mileage of patrol vehicles that are beyond the recommended replacement mileage/age, or are approaching it:

Unit #	Year	Mileage	Unit #	Year	Mileage	Unit #	Year	Mileage
09011	2009	152,387	**03412**	2000	117,280	**08005**	2008	96,091
06018	2006	147,335	**10004**	2010	117,846	**11011**	2011	87,565
09009	2009	151,868	**11002**	2011	115,914	**06019**	2006	84,079
11004	2011	148,647	**11000**	2011	116,666	**08017**	2008	82,126
08013	2008	142,518	**11005**	2011	110,817	**06017**	2006	82,105
06010	2006	136,384	**08002**	2008	108,969	**03706**	2004	84,261
10001	2010	139,346	**03466**	2001	107,924	**03705**	2004	80,638
05001	2005	137,765	**03710**	2004	106,835	**11013**	2011	87,378
03701	2004	120,642	**03348**	2000	103,926	**09005**	2009	88,538
08011	2008	120,392	**08008**	2008	95,005	**11017**	2011	71,791
03607	2003	118,757	**03708**	2004	92,902	**11015**	2011	71,725
03610	2003	117,970	**08010**	2008	95,840	**13001**	2012	60,845

In addition to the eleven (11) Ford Interceptor Utility vehicles, the Police Department needs to purchase one (1) Ford F-150 4x4 pickup truck. This vehicle would be assigned to the Police Department's Homeless Liaison Officers (HLO's), who are tasked with addressing homeless and vagrancy issues within the City. These officers are required to oftentimes drive off of paved roads to access homeless encampments. In the past year, there have been several occasions in which these officers have gotten their two-wheel drive patrol vehicles stuck, requiring them to summon a tow truck. These officers are also often required to collect, transport, and book property belonging to homeless persons who have been arrested and/or transported to medical facilities for medical treatment. A four-wheel drive pickup would be beneficial to these officers, and would greatly enhance their productivity, as it would also minimize the use of additional vehicles to transport property.

The Police Department evaluated the following vehicles when choosing the 4x4 pickup truck that would be most suitable to meet the needs of the HLO's: Ford F-150 4x4 pickup ($26,730), Dodge Ram 4x4 pickup ($26,495), and the Chevy Silverado 4x4 pickup ($27,585). The evaluation included contacting neighboring law enforcement agencies, and an evaluation of current vehicles being used by the City's Parks Division. While each of these three vehicle types are similarly priced, and equipped and capable of meeting the demands of the HLO's, the Ford F-150 has recently proven to be successful for the Simi Valley Police Department's HLO program, mainly due to its reliability, durability, and price. Oxnard's Parks Division has also had a positive experience with the F-150. It is also important to note that the City's Fleet Division found the Ford F-150 to be most suitable in terms of repair and maintenance, as the Fleet Division mechanics are certified for this.
It is further recommended that the Ford Intercept Utility and Ford F-150 be purchased no later than the end of March of 2017, as Ford is expected to end production of its 2017 models by April. The approximate time required from the time of purchase to their field deployment is approximately five to six months, provided that Ford has an active production line, and available inventory. Following this mid-fiscal year purchase, the next recommended procurement process should begin in July of 2017, and each subsequent July.

In addition to the vehicles used for enforcement purposes, the Police Department requests the purchase of six (6) Nissan Frontier King Cab light-duty pickup trucks, as six (6) of the nineteen (19) light-duty pickup trucks currently used by Community Service Officers (CSO's), Traffic Safety Assistants (TSA's) and evidence/property room personnel have odometer readings in excess of 100,000 miles. Of these nineteen (19) light-duty pickup trucks, an additional three (3) have odometer readings in excess of 80,000 miles. The average age of these pickup trucks is 11.5 years old, with only one (1) pickup having been purchased since 2009. As is the case with the patrol vehicles, many of the pickup trucks have reached the end of their expected service lives and need to be replaced. The six (6) pickup trucks with the highest mileage include:

Unit #	Year	Mileage
05025	2005	133,284
05026	2005	134,603
05028	2005	129,265
06042	2006	101,850
06045	2006	100,871
3732	2004	102,891

These trucks with the highest mileage are Ford Rangers, the preferred truck type, but they are no longer available. Comparable light-duty pickup trucks are the Toyota Tacoma and the Nissan Frontier, with the Nissan Frontier costing less. The six (6) new Nissan Frontiers will replace these older trucks.
The support personnel that use these vehicles are crucial components to the success of the patrol workforce. These personnel are able to handle many of the lower priority calls for service and other functions (such as traffic control) which frees up officers so that they can be available to respond to emergency service calls or engage in problem-solving efforts.

The eleven (11) Ford Interceptor Utility vehicles, one (1) Ford F-150 truck, and six (6) Nissan Frontier King Cabs would be purchased from the National Auto Fleet Group through the National Joint Powers Alliance (NJPA) Master Vehicle Contract No. 102811 (Ford Interceptor Utility vehicles and Nissan Frontier King Cabs) and No. 120716 (Ford F-150 truck). Equipment upfitting and transportation costs are included in the purchase price.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

Staff is requesting an appropriation from General Fund-Fund Balance for the purchase of vehicles. The FY15-16 audited General Fund Undesignated / Unreserved Fund Balance is $12.64 Million. The attached Budget Appropriation will appropriate $672,085 to Transfer Out to Capital Outlay (Account No. 101-1002-808-8712) from General Fund- Fund Balance to Capital Outlay's Police Vehicle Purchase (Project 172101 / Account #301-2110-826-8606).

ATTACHMENTS:

Attachment A - Budget Appropriation

Attachment B - Purchase Order 6202 for National Auto Fleet Group for 1 Ford F-150 Police Truck

Attachment C - Purchase Order 6203 for National Auto Fleet Group for 11 Ford Police Interceptor Utility Vehicles

Attachment D - Purchase Order 6204 for National Auto Fleet Group for 6 Nissan Frontier King Cab Pickups

REQUEST FOR BUDGET APPROPRIATION

Department: Police **Date:** March 7, 2017

Project/Program Manager: Scott Whitney **Phone:** ext. 7612

Reason for Appropriation:

Appropriation for Eleven Ford Police Interceptor Utility vehicles, Six light duty pickup tructs, One utility pick up truck and the upfitting of the vehicles.

Accounts and Descriptions		AMOUNT
Fund: 101- GENERAL FUND		
Expenditures/Transfers Out		
NON-DEPARTMENTAL		
101-1002-808-8712	GENERAL FUND - TRANSFER TO CAPITAL OUTLAY FUND	672,085
	Sub-total Expenditures	672,085
	Net Change to Fund Balance	**(672,085)**
Fund: 301- CAPITAL OUTLAY FUND		
Revenues/Transfers In		
COMMUNITY PATROL		
301-2110-711-7901	CAPITAL OUTLAY - TRANSFER FROM GENERAL FUND	672,085
	Sub-total Revenues	672,085
Expenditures/Transfers Out		
PUBLIC SAFETY VEHICLE REPLACEMENT (Project 172101)		
301-2110-826-8606	CAPITAL OUTLAY/ MACHINERY AND EQUIP NEW	672,085
	Sub-total Expenditures	672,085
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**672,085**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

Attachment A

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 006202

DATE: 2/28/2017

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/31/2017	0000003105	02/21/2017	NAT'L JOINT POWERS ALLIAN
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	30121108268606		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	1.00 / DL	ONE 2017 FORD F-150 PLUS UPFITTING COSTS	46,169.560 0	46,169.56

TOTAL PURCHASE AMOUNT **$46,169.56**

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

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

AUTHORIZED SIGNATURE. ______________________

CCRC
2/16/17
REVIEWED

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 006203

DATE: 2/28/2017

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
12/31/2017	0000003104	02/21/2017	NAT'L JOINT POWERS ALLIAN
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	30121108268606		MARISELA HART

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	1.00 / DL	11 FORD INTERCEPTOR UTILITIES PLUS UPFITTING COSTS	472,426.91 00	472,426.91

TOTAL PURCHASE AMOUNT **$472,426.91**

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

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

AUTHORIZED SIGNATURE. ______________________

CCRC
2/16/17
REVIEWED

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
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4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
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   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
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10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
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    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
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CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 006204

DATE: 2/28/2017

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/31/2017		0000003106	02/21/2017	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		30121108268606		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST
1	1.00 / DL	SIX 2017 NISSAN FRONTIERS WITH UPFITTING COSTS		153,487.3800	153,487.38

TOTAL PURCHASE AMOUNT	**$153,487.38**

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

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

AUTHORIZED SIGNATURE. ______________________

CCRC
2/16/17
REVIEWED

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PURCHASE ORDERS
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   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 4**

DATE: March 6, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Performing Arts Center Agreement Renewal (5/5/10)

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

RECOMMENDATION:

That City Council approve a resolution for the renewal of the agreement between the City and the Oxnard Performing Arts Center Corporation (A-5904) for the operation, maintenance and management of the Performing Arts And Convention Center

BACKGROUND

In the year 2000, the City entered into an operating agreement with the Oxnard Performing Arts Center Corporation ("Corporation") for the operation, maintenance and management of the Performing Arts and Convention Center ("PACC"). The agreement had an initial term of 10 years and was drafted with two additional 10 year renewal terms contemplated. However, although renewal of the agreement has been before both the Corporation board and City Council, the renewal was never formalized. However, the terms of the agreement under which the Corporation manages operations of the PACC have continued under the same course of conduct between the City and Corporation over the intervening years. However, concern has been raised that an extension has not been formalized. The attached resolution will approve renewal of the agreement for the intervening period and for a six month extension.

A new operating agreement is in the drafting stages with the involved parties and should be presented to both the City Council and Corporation for approval within the next six months.

Also, it is anticipated that once the internal auditor has been appointed and reviews the Performing Arts Center operation that there may be recommendations for modification of the current agreement terms.

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.

FINANCIAL IMPACT

No financial impact at this time.

ATTACHMENTS:

Attachment A PACC renewal resolution

Attachment B PACC Agreement (A-5904)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A RENEWAL OF THE AGREEMENT BETWEEN THE CITY OF OXNARD AND THE OXNARD PERFORMING ARTS CENTER CORPORATION FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE PERFORMING ARTS AND CONVENTION CENTER

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center ("PACC"); and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, the City Council entered into an agreement with the Oxnard Performing Arts Center Corporation ("Corporation") for the operation of the Performing Arts and Convention Center in 2000 (Agreement); and

WHEREAS, although the Agreement was drafted with an initial term of ten years and two additional 10 year renewal terms contemplated, such a renewal was never formalized by the City or Corporation; and

WHEREAS, however the operation of the PACC by the Corporation has continued in the intervening years along with corresponding annual budget appropriations by the City; and

WHEREAS, the City wishes to document its assent to the continuation of the term of the Agreement during the intervening period and renewal of the Agreement for an additional six month period while a new operating agreement between the City and Corporation is negotiated.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Agreement (A-5904) is hereby renewed retroactive to the date of expiration and for a period of six months from the date of passage of this resolution unless a replacement agreement is approved at an earlier date. The Mayor is authorized to sign a renewal agreement consistent with this resolution which shall be presented to the Corporation board for its consideration and approval.

PASSED AND ADOPTED this __th day of ______, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Tim Flynn, Mayor

ATTEST:

____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

EXHIBIT A TO RESOLUTION NO. ______

LIST OF AUTHORIZED FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE ______ 2017 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2016-17 FISCAL YEAR

AGREEMENT
FOR OPERATION, MAINTENANCE AND MANAGEMENT
OF THE OXNARD PERFORMING ARTS AND CONVENTION CENTER

This Agreement for Operation, Maintenance and Management of the Oxnard Performing Arts and Convention Center ("Agreement"), is entered into in Ventura County, California by and between the CITY OF OXNARD, a municipal corporation ("City"), and the OXNARD PERFORMING ARTS CENTER CORPORATION, a nonprofit corporation ("Operator").

WHEREAS, City previously constructed a civic auditorium and community center commonly referred to as the Performing Arts and Convention Center; and

WHEREAS, the Performing Arts and Convention Center was designed for artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational and recreational programs, and other similar events for the benefit and enjoyment of the public and the community; and

WHEREAS, City previously constructed a building in Peninsula Park with several meeting rooms; and

WHEREAS, the City Council of City desires that the Performing Arts and Convention Center and the Peninsula Park Building in the future be operated, maintained and managed by Operator.

NOW, THEREFORE, City and Operator agree as follows:

1. Facilities

The facilities governed by this Agreement consist of the Oxnard Auditorium, the Community Center, all other structures located at 800 Hobson Way, Oxnard, California and the surrounding grounds and parking lot as depicted in Exhibit A attached hereto and incorporated in full herein by this reference and the Peninsula Park Building and meeting rooms located at 3333 Peninsula Road (collectively "PACC").

2. Governing Policy

City and Operator agree that the PACC shall be operated, maintained and managed so as to maximize artistic performances, conferences, exhibitions, conventions, trade shows, public gatherings, meetings, cultural, educational, and recreational programs and other similar events for the use and benefit of the public and the community.

3. Operation, Maintenance and Management

a. Operator shall operate, maintain and manage the PACC in accordance with the standard terms and conditions set forth in this Agreement.

b. City shall cooperate with Operator to enable Operator to operate, maintain and manage the PACC in an efficient and economical manner so as to generate maximum revenue from the PACC, to encourage maximum utilization of the PACC and to protect the PACC as a significant public asset.

4. General Standards of Performance

The following general standards of performance shall be satisfied by Operator:

a. Operator shall timely pay Operator's financial obligations required by this Agreement.

b. Operator shall promptly discharge all claims for labor, materials, supplies, and equipment furnished for or in connection with the PACC.

c. Operator shall adopt and enforce rules and regulations governing the PACC.

d. Operator shall comply with all valid requirements of any authority governing the PACC and shall require all persons using the PACC or attending events to comply with such valid requirements.

e. Operator shall pay reasonable wages and benefits to employees performing services in connection with the PACC.

f. Operator shall maintain reasonable operating policies and procedures to govern various aspects of the PACC such as administrative functions, sales policies, maintenance, repair, and accounting practices.

g. During the first or second month of the calendar year, the Board of Directors of Operator and the City Council shall conduct a joint meeting. During this meeting, the following matters will be discussed:

(1) Annual Goals and Objectives for the PACC with specific measurable indicators for Operator.

(2) PACC Annual Report with statements of PACC revenue and expenses and details on the utilization of the PACC.

(3) Annual Marketing Plan for the PACC to reflect the specific performance goals for Operator.

5. Fee Schedules

No later than April 1 of each year, Operator shall prepare and submit to City for approval by the City Council, a schedule of maximum and minimum fees to be charged persons and organizations using the PACC. User fees shall be within the limits of the schedule unless, at the discretion of the Operator, a discounting or waiver of the fees offers a significant marketing advantage to the PACC and will produce positive benefit for City.

6. Term

a. City hereby grants to Operator an exclusive right to operate, maintain and manage the PACC for a period beginning December 1, 2000, and ending June 30, 2010 ("Initial Term"). City further grants Operator an opportunity to request renewal of this Agreement for two (2) additional terms of ten (10) years each.

b. Any additional terms of this Agreement shall be effective only with the mutual consent of the City Council and the PACC Board of Directors.

7. Operator as Exclusive Manager

Operator shall have the exclusive responsibility, discretion, and authority to determine policies, procedures, standards of operation, special rights or privileges, programs, standards of service and maintenance affecting the PACC.

8. City Manager

The City Manager, or designee, shall be the person generally responsible for administering and monitoring this Agreement on behalf of City.

9. PACC Manager

a. Operator shall provide a person to be the Executive Director of the PACC. The Executive Director shall be available during customary working hours to meet with the City Manager, and such additional times as may be necessary to perform the duties of Executive Director as may be prescribed by Operator.

b. The Executive Director shall have full authority to act for Operator on all matters relating to the performance of services under this Agreement and shall be the principal contact person with the City Manager.

10. Quality of Goods and Services

a. The primary mutual concern of City and Operator is to provide quality events, goods and services to the public using the PACC, at affordable prices, while striving to reduce operating subsidies provided by City.

b. Operator shall use its best efforts to operate, manage and maintain the PACC as a first-class performing arts center and meeting room facilities.

11. Payments to Operator

a. City agrees to grant Operator for operating, maintaining, and managing the PACC a minimum yearly amount ("Operating Subsidy"), by minimum monthly payments, as provided for in the Operating Budget.

b. City agrees to provide Operator the Operating Subsidy in minimum monthly payments before the fifth (5^{th}) day of the calendar month following each month of the term provided herein.

12. Marketing

a. Operator shall reasonably promote and advertise the PACC using the name Oxnard Performing Arts and Convention Center and City approved logo and logo colors. Operator shall develop all publicity material in a professional manner.

b. During the course of performance of this Agreement, Operator, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the legal name of City without the prior consent of City Manager provided that Operator may include in any such material the phrase "Oxnard Performing Arts and Convention Center" without such prior approval. City Manager shall not unreasonably withhold such consent.

13. Financial Management and Budgets

a. Operator shall prepare and maintain all books, records, accounting statements, income and loss statement, balance sheets, and other data associated with the financial affairs of the PACC, in a form approved by City Manager ("Operating Statements").

b. The Operating Statements shall be maintained in accordance with generally accepted accounting principals which will accurately reflect the gross receipts and expenses of the Operator. No less frequently than annually, the Operating Statements shall be audited by an independent certified public accountant and the result of such audit shall be made available to both Operator and City for review and approval.

c. Operator shall make available to City the Operating Statements at all times upon reasonable request of City Manager.

14. Capital Budgets

Operator shall prepare and submit to City Manager an annual capital improvement budget for the PACC ("Capital Budget"). Operator shall submit the Capital Budget each year on the same schedule and at the same time as City Manager requires City departments to submit their budgets. The Capital Budget shall be presented in reasonable detail and in a format approved by City Manager. Upon approval of the Capital Budget by the City Council, City shall make available the requested funds in such amounts and at such times as may be described in the Capital Budget during that succeeding fiscal year.

15. Annual Operating Budget

An annual Operating Budget setting forth the projected revenues and expenses associated with the operations, maintenance and management of the PACC shall be prepared by Operator and submitted to City Manager, together with such other information and plans as may be reasonably requested by City Manager. Operator shall submit the Operating Budget each year on the same schedule and at the same time as City Manager requires City departments to submit their budgets. The Operating Budget shall be subject to the prior approval of the City Council, which approval shall not be unreasonably withheld, delayed or conditioned. Upon the approval of the Operating Budget, City shall make available to Operator the Operating Subsidy as requested in the Operating Budget.

16. Endowment Funds

a. City and Operator shall cooperate in a joint effort to create a segregated endowment fund, exclusively for the benefit of the PACC ("Endowment Fund") the principal of which shall be retained by City and not used in connection with the operations of the PACC. No less than 70% of the interest, earnings and income from the Endowment Fund shall be made available to Operator to defray the ordinary costs and expenses incurred in the operation of the PACC.

b. The Endowment Fund shall be held and maintained by City and City shall be permitted to invest and reinvest the Endowment fund as the City Council may determine in its reasonable discretion. City and Operator further agreed that no portion of the interest, earnings or income from the Endowment Fund shall be made available to Operator until such time as the principal of the endowment fund has reached a sum equal to $100,000.

17. Advances of Working Capital

In the event that any operating working capital reserves, improvement capital reserves, and/or the net revenue from operations of the PACC are insufficient to pay the costs and expenses as set forth in the Operating Budget or Capital Budget, Operator shall present City Manager with a written request for an advance of working capital adequate to cover such costs and expenses. Subject to City Council approval, the City shall advance funds requested by Operator.

18. Reallocation of Funds

a. City agrees that the annual Operating Budget and Capital Budget are intended to be reasonable estimates, and accordingly, Operator shall be entitled to increase these budgets in an amount equal to ten percent (10%) of the respective budgets to cover any expenditures that were not anticipated at the time of preparation of the budgets but which are reasonable and necessary to carry out the provisions of this Agreement. Operator is authorized to take all reasonable actions deemed necessary by Operator to implement, perform or cause the performance of the items set forth in the Operating Budget and Capital Budget.

b. Operator may reallocate all or any portion of any amount budgeted with respect to any one item in either the Operating Budget or Capital Budget to another item budgeted therein. Operator shall not be deemed to have made any guarantee, warranty or representation whatsoever in connection with the Operating Budget or Capital Budget.

19. Inspection of Records

a. Upon fifteen (15) days' advance written notice to Operator setting forth the time of inspection and records to be inspected, City or its authorized auditors and representatives shall have access to and the right to audit and reproduce any of Operator's records related to this Agreement.

b. Operator shall maintain and preserve all such records for a period of at least five (5) years from date of production. If Operator fails to make such records available within the city limits of City or at a mutually agreed upon place, Operator shall promptly reimburse City for all reasonable costs incurred in conducting the inspection at another location, including but not limited to expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. Condition of PACC

Operator agrees to accept the PACC in an "as is" condition as of December 1, 2000.

21. Retention of Ownership by City

a. During and after the term of this Agreement, City shall retain ownership of the PACC and all facilities constructed at the PACC by City in the future.

b. In the event of destruction of any or all of the PACC, Operator shall have no obligation to repair or replace any or all of the PACC.

22. Federal and State Taxes

For purposes of federal and state tax law, City and Operator agree that Operator shall be considered as "owner," of all equipment, furnishing, fixtures and inventory held for resale or rental, purchased by Operator during the term of this Agreement.

23. Purchase of Equipment, Supplies and Materials by Operator

a. Operator shall have the responsibility and authority to purchase such equipment, operating supplies and materials, furnishings, and fixtures as Operator requires for the operation, maintenance and management of the PACC; provided that City shall retain the title to and ownership of such equipment supplies, materials, furnishings and fixtures.

b. Operator agrees to adopt written purchasing policies and procedures and submit them to the City Manager.

24. Licenses, Permits, and Accreditations

a. Operator shall apply for, obtain, and maintain all licenses, permits and accreditations required in connection with the operation, maintenance and management of the PACC. To the extent possible, City agrees to waive all fees or charges in connection with the issuance by the City of any licenses and permits required by Operator.

b. Operator agrees that, where required by law, the employees of Operator, performing services under this Agreement, shall possess the appropriate and currently valid licenses, certificates and accreditations.

25. Management Prerogatives

a. City hereby grants Operator all the prerogatives ordinarily accorded to management in the ordinary course of commerce, including, but not limited to, the collection of proceeds, the incurring of trade debts, the approval and payment of checks and the negotiating and signing of licenses and agreements. Operator shall have no prerogatives, without the prior written approval of City Manager, in each instance, to pledge the credit of City, to lease or otherwise grant, mortgage, pledge, sign, transfer, or convey any interest in any part of the PACC, any appurtenance thereto, or any furnishings, fixtures and equipment or to affect any zoning related to the PACC.

b. Operator shall have the duty, responsibility, and authority to perform any act necessary to operate, maintain and manage the PACC in a manner consistent with good performing arts center management practices.

26. Employee Conduct

Operator agrees that its employees shall perform services in a courteous and businesslike fashion.

27. Subcontracting

Operator agrees to be responsible for the performance of any subcontractor. Operator agrees to ensure that the work or services performed by any subcontractor shall satisfy the terms of this Agreement. Operator agrees that no subcontract shall relieve Operator of any obligation under this Agreement.

28. Staffing

In order to reduce the costs and expenses incurred by Operator in operating, maintaining and managing the PACC, City and Operator agree to share staff, personnel and employees to the extent possible. Accordingly, to the extent Operator requests that City personnel perform such services, City agrees to provide at City's direct cost and to the extent consistent with the availability of City forces, the following:

a. City's regular employees shall perform all accounting, clerical, bookkeeping and related record keeping functions for and on behalf of Operator.

b. City shall provide all security personnel and appropriate fire prevention services to the extent that the cost of such services are not paid by the customers of Operator using the PACC.

c. City personnel shall perform all regular and ordinary grounds maintenance, landscaping, gardening and related services for the preservation of the exterior of the PACC.

d. City personnel shall perform the ordinary and regular janitorial, maintenance and repair functions to preserve the operating functions of the PACC.

29. Easements

City shall provide to Operator a Preliminary Title Report, and one copy of all of the exceptions listed thereon, of the PACC prior to the commencement of this Agreement. Operator shall recognize all existing easements on the PACC and shall not obstruct their use subject to modification by City.

30. Cooperation Between Operator and City

City agrees that the City Manager, or his designee, shall have the responsibility to work with Operator to assure that Operator obtains the full cooperation and assistance of City subject to the terms of this Agreement and all applicable laws.

31. Indemnity

Operator agrees to indemnify, hold harmless, and defend City, its City Council and each member thereof, and every officer and employee of City, from any and all liability, claims, demands, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that result or are claimed to have resulted directly or indirectly from the wrongful or negligent acts, errors or omissions of Operator or its agents, employees, subcontractors or consultants while they are performing services under this Agreement, or from the use of City's property by Operator or its agents, employees, subcontractors or consultants, except in cases of sole negligence on the part of the City, its officers, employees, agents, or subcontractors.

32. Insurance

a. Operator shall obtain and maintain during the Term of this Agreement the following insurance coverages issued by a company satisfactory to City Manager.

(1) Commercial general liability insurance including a contractual liability endorsement, products, and completed operations liability, in an amount not less than $5,000,000 combined single limit for bodily injury and property damage for each claimant for general liability;

(2) Business automobile liability insurance in an amount not less than $5,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability;

(3) Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $5,000,000 per claimant.

(4) Property insurance which shall provide coverage for the full insurable replacement value of real property improvements and structures covered by this Agreement and shall insure against the hazards of fire, extended coverage, other property related losses, flood, vandalism, malicious mischief and earthquake.

(5) Directors and officers liability insurance for the protection of the directors and officers of Operator having limits of no less than $5,000,000 per occurrence.

b. *Operator shall bear its allocated costs of the insurance procured by City under this* Agreement. These costs shall be reflected in the annual Operating Budget.

33. Bonds

a. Operator shall furnish the City Attorney with a performance bond of a corporate surety in an appropriate amount conditioned upon faithful performance of each project having a cost in excess of $100,000 as described in the Capital Budget prior to Operator commencing the performance of such project or subprojects. This bond shall continue in effect for ninety (90) days after the completion of the particular capital improvement program project. The amount of such bond shall be to the reasonable satisfaction of City Manager.

b. Operator shall furnish the City Attorney with a blanket fidelity bond covering Operator's employees and officers in an amount not less than $50,000. Operator shall maintain this bond in effect at all times during the term of this Agreement.

34. Utilities

Operator agrees to pay for all utilities required to perform this Agreement including gas, water, electricity, telephone services, wastewater and trash collection. In connection therewith, City shall designate Operator and the use of the PACC facility as a City approved facility in order to permit Operator to obtain the lowest possible rate available for all utility services.

35. Default and Cure

a. When City Manager determines that Operator has violated any term or condition of this Agreement, City Manager shall notify Operator , in writing, of the defect or deficiency and shall give Operator not less than thirty (30) days in which to cure the defect or deficiency. If Operator fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as Operator shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then City and Operator agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

b. When Operator determines that City has violated any term or condition of this Agreement, Operator shall notify City Manager , in writing, of the defect or deficiency and shall give City not less than thirty (30) days in which to cure the defect or deficiency. If City fails to cure the defect or deficiency within thirty (30) days, or in the event such defect or deficiency cannot be cured within thirty (30) days for such additional time so long as City shall have commenced such cure within thirty (30) days and continued to prosecute the cure with reasonable diligence, then Operator and City agree to follow the dispute resolution procedure provided in paragraph 36 of this Agreement.

36. Dispute Resolution Procedure

a. In the event a dispute exists after Operator alleges to have cured a defect or deficiency designated by City Manager, City and Operator agree to submit the dispute to binding determination by a third person. City and Operator agree to request the Presiding Judge of the Superior Court, County of Ventura, State of California to provide a list of the names of three (3) persons qualified under the circumstances to resolve the particular dispute. Both City and Operator may eliminate one person from such list, the remaining person shall resolve the dispute.

b. City and Operator agree that the person selected to resolve the dispute shall establish the procedures, rules, methods and processes by which the dispute shall be resolved and that City and Operator agree to cooperate with such person in good faith to ascertain the facts necessary to resolve the dispute. City and Operator agree that without mutual consent to extend the time this dispute resolution procedure shall conclude not more than thirty (30) days after its initiation.

37. Termination for Cause

Operator and City agree that if, at the conclusion of the dispute resolution procedure specified in paragraph 36 above, either Operator or City refuses or fails to comply with the decision of the person resolving the dispute then either Operator or City may terminate this Agreement upon sixty (60) days' notice, in writing, one party to the other as appropriate.

38. Force Majeure

Operator and City agree that neither party shall be liable to the other party for any non-performance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of Operator or City, including but not limited to declared or undeclared war, sabotage, insurrection, riot or other act of civil disobedience, acts of a public enemy, acts of governments or agencies affecting the terms of this Agreement, labor disputes, shortages of fuel, accidents, fires, explosions, floods, earthquakes or other acts of God. In the event that any such contingencies occur, the party whose performance is affected shall have a reasonable time in which to resume performance and such party's non-performance shall not constitute material breach hereof unless the party fails to make a reasonable attempt to resume full performance.

39. User Forms

Operator agrees to supply and have readily available at the PACC, at all times, appropriate forms for users to present their comments, criticisms, recommendations or complaints regarding Operator's operation, maintenance and management of the PACC. On a regular basis, Operator shall provide the Project Manager with copies of such forms returned to Operator by users.

40. Independent Contractor

a. City and Operator agree that in the performance of this Agreement, Operator shall be, and is, an independent contractor, and that Operator and its employees are not employees of City. Operator has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Operator.

b. Operator shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Operator's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

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

41. Operator Not Agent

Except as City may specify in writing, Operator, and its agents, employees, subcontractors and consultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

42. Conflict of Interest

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

43. Assignability of Agreement

Operator agrees that this Agreement contemplates personal performance by Operator and its employees and is based upon a determination of such persons unique competence and experience and upon their specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Operator under this Agreement will be permitted only with the express written consent of City Manager, which consent may be withheld for any reason.

44. Successors and Assigns

Subject to any provisions to the contrary herein, Operator and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Operator and City.

45. Fair Employment Practices

a. Operator agrees that all persons employed by Operator shall be treated equally by Operator without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, age, or sexual orientation and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

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

c. Operator agrees to state in all of its solicitations or advertisements for applicants for employment that Operator is an "Equal Opportunity Employer" or that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, handicap, sex, marital status, age or sexual orientation.

d. Operator shall, if requested to do so by City, certify to City that Operator has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class and to recruit vigorously and encourage businesses owned by persons in a protected class to bid subcontracts.

e. Operator shall provide City with access to and, upon request, provide copies to City, at City's expense, of all of Operator's records pertaining or relating to Operator's employment practices, to the extent such records are not confidential or privileged under state or federal law.

46. Time of Essence

Operator and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

47. Covenants and Conditions

Operator and City agree that each term and each provision of this Agreement to be performed by Operator shall be construed to be both a covenant and a condition.

48. Governing Law

City and Operator agree that the construction and interpretation of this Agreement and the rights and duties of City and Operator hereunder shall be governed by the laws of the State of California.

49. Compliance with Laws

Operator agrees to comply with all City, state, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Operator pursuant to this Agreement.

50. Severability

City and Operator agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

51. Waiver

City and Operator agree that no waiver of a breach of any provision of this Agreement by either Operator or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Operator to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

52. Counterparts

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

53. Expenses of Enforcement

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

54. Authority to Execute

a. City acknowledges that the Mayor has been duly authorized by City Council to execute this Agreement on behalf of City.

b. Operator acknowledges that the President of its Board of Directors has been duly authorized by Operator to execute this Agreement on behalf of Operator.

55. Notices

a. Any notices to Operator may be delivered personally or by mail addressed to 800 Hobson Way, Oxnard, California 93030, Attention: Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: City Manager.

56. Headings

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

57. Amendment

City and Operator agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Operator.

58. Entire Agreement

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

Dated: November 14, 2000

CITY OF OXNARD

Dr. Manuel M. Lopez
Mayor

ATTEST:

Jill A. Beaty for
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

11-07-00
Gary L. Gillig
City Attorney

APPROVED AS TO CONTENT:

Edmund F. Sotelo
City Manager

OXNARD PERFORMING ARTS CENTER CORPORATION

Irma Lopez
President

Gary Arnold
General Counsel