Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

March 28, 2017

Regular Meeting - 6:00 PM

Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. Conference with 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 exception of Conference with Legal Counsel – Anticipated 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 by Calleguas Water District, pertaining to the annexation of Ocean View School District property.

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

3. Conference with Legal Counsel – Labor Negotiations

CC Agency designated representatives: Steve Janice, Director of Human Resources; and Burke Dunphy, City's labor attorney. Employee organizations: Service Employees International Union CTW, CLC, Local 721 (**SEIU Local 721**); International Union of Operating Engineers AFL-CIO, Local No. 501 (**IUOE Local 501**); Oxnard Public Safety Management Employees' Association (**Fire Unit**); and Oxnard Mid-Managers' Association (**OMMA**); **Unrepresented employees**: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Assistant City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Public Works Director **(Department Directors)**; Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (**Confidential Mid-Managers**); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (**Confidential Employees**); unrepresented Limited Benefit Employees.

The Human Resources Director requested that this item be discussed in closed session pursuant to Government Code section 54957.6(a). The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for employees unrepresented, and other matters within the scope of representation for represented employees.

D. <u>OPENING CEREMONIES</u>

Pledge of allegiance to the flag of the United States.

E. <u>CEREMONIAL CALENDAR (6:00 PM)</u>

1. SUBJECT: Presentation by Oxnard College President Dr. Cynthia Azari on the "Oxnard College Promise."

2. SUBJECT: Presentation of Certificates of Commendation to Outgoing Citizen Advisory Group Members.

F. <u>PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA</u>

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the February 7, 2017 Regular Meeting and the February 13, 2017 Special Meeting.
   RECOMMENDATION: Approve the Minutes of February 7 and 13, 2017 meetings.
   Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

City Manager Department

2. SUBJECT: Agreements for City Council Review
RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

A. NV5 West, Inc. (6389-16-CM) for on-call soils and materials testing ($27,290).
B. Jordan, Gilbert & Bain Architects, Inc. (6676-14-CM) for CAD drawings for 105 acre RiverPark CFD #5 ($47,900).

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

Development Services Department

3. SUBJECT: Authorization to Appropriate General Plan Maintenance Fee
RECOMMENDATION: That City Council recognize and approve the appropriation of $175,000 collected in Fiscal Year 2016-2017 from the General Plan Maintenance Fee for the tasks that are related to preparation, maintenance, and/or revision of the 2030 General Plan, and the Oxnard Local Coastal Program (LCP).
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

Fire Department

4. SUBJECT: Recognize and Appropriate Budget for Fire Station 4 Remodel Designated in Development Agreement A-7122
RECOMMENDATION: That City Council recognized the revenue received from Capital Growth Impact Fees (Fund 355) via Development Agreement A-7122 in amount of $300,000 and appropriating to Station 4 Remodel Project 172201.
Legislative Body: CC Contact: Darwin Base Phone: 385-7700

Public Works Department

5. SUBJECT: Approve Plans and Specifications for the City Hall Third Floor Renovation Project PW 17-24.
RECOMMENDATION: That City Council approve project plans and specifications and authorize staff to solicit bids for the City Hall Third Floor Renovation Project PW 17-24.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

6. SUBJECT: Third Amendment to Agreement No. 6856-14-CM with Stantec Consulting Services, Inc.
RECOMMENDATION: That City Council approve and authorize the City Manager to execute the Third Amendment to Agreement No. 6856-14-CM with Stantec Consulting Services, Inc. in the amount of $199,740 for temporary traffic engineering consulting services, bringing the total contract not-to-exceed amount to $949,740.

Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

L. REPORTS

Cultural and Community Service Department

1. SUBJECT: Carnegie Art Museum Cornerstones 2017 Update Presentation (5/5/5)
RECOMMENDATION: That City Council receive the Carnegie Art Museum Cornerstones Board of Directors' update presentation.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

Finance Department

2. SUBJECT: Single Audit FY2016/17 Presentation (20/15/10)
RECOMMENDATION: For the City Council to receive and file a report and presentation on the Single Audit for Fiscal Year 2015/16, ending June 30, 2016.
Legislative Body: CC Contact: Jim Throop Phone: 385-7475

City Manager Department

3. SUBJECT: Status Update of the City Council Strategic Priorities Two-Year Business Plans for FY 16/17 and 17/18 (20/15/10)
RECOMMENDATION: That City Council:

a) receive a status update on the four FY 16/17 and FY 17/18 strategic business plans: (1) Organizational Effectiveness, (2) Economic Development, (3) Quality of Life, and (4) Infrastructure and Natural Resources in order to return at a Special Meeting in April to provide input on prioritizing and reaffirming the remaining City Council Strategic Priorities for incorporation into the FY 17/18 budget process.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

4. SUBJECT: Presentation by Mayor Flynn on Proposed City Council Committee Reorganization. (5/10/5)
RECOMMENDATION: That following the Mayor's presentation on his recommendations for reorganization of the Council committee structure, the City Council discuss the proposal and provide direction as needed.
Legislative Body: CC Contact: Michelle Ascencion Phone: 385-7805

City Attorney Department

5. SUBJECT: Marijuana Study Session (10/60/30)
RECOMMENDATION: That City Council holds a study session and provides policy direction to staff on future marijuana regulations.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

M. 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.

N. ADJOURNMENT

O. COMMUNICATIONS

A. Ceremonial Calendar

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

DATE: March 28, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Minutes of the February 7, 2017 Regular Meeting and the February 13, 2017 Special Meeting.

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

RECOMMENDATION:

Approve the Minutes of February 7 and 13, 2017 meetings.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A: Minutes 02.07.17 CC regular meeting

Attachment B: Minutes 02.13.17 CC special meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
February 7, 2017

A. ROLL CALL/POSTING OF AGENDA

At 6:05 p.m., the regular meeting of the Oxnard City Council was called to order in the Council Chambers. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal was absent (arrived at 6:22 p.m.). The City Clerk announced that the agenda was posted on February 2, 2017, with an amendment posted on February 3, 2017.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Darwin Base, Fire Chief; Keith Brooks, Information Technology Director; Arturo Casillas, Housing Director; Ashley Golden, Development Services Director; Kymberly Horner, Economic Development Director; Steve Janice, Human Resources Director; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Scott Whitney, Chief of Police; Sandra Burkhart, Special Districts Administrator; George Iafrete, Computer Network Engineer III; Shiri Klima, Assistant City Attorney; Karl Lawson, Housing Compliance Services Manager; Michael More, Financial Services Manager; Thien Ng, Wastewater Division Manager; Chelsea Reynolds, Performing Arts Center Manager; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

Councilmember Perello led the flag salute, followed by a moment of silence.

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of February 2017 as "Black History Month."

Mayor Flynn presented a proclamation to former Mayor Pro Tem Dr. Irene Pinkard, who acknowledged her husband, former City Councilmember Bedford Pinkard, and several others in the audience. She thanked the Council and made some remarks.

2. SUBJECT: Announcement of the Gene and Jerry Jones Family Foundation Grant Recipients.

Mayor Flynn made some remarks and announced the recipients of the Jones Family Foundation Grants: Acuña Gallery & Cultural Center / Café on A (represented by Armando Vasquez), The Children's Wall of Tears (represented by Leo Alvarez), El Rio Fastpitch Girls Softball (represented by Carlo Goodoy and Valeria Balderrama), and Ventura County Arts Council - Oxnard Music Advocacy Group (represented by Laurie Preston and Cherie Moraga). The recipients were presented with ceremonial checks and made some remarks.

(Councilmember Madrigal arrived during the grant presentations.)

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Kelvin Santacruz and Daniela Cortez (Oxnard PAL Youth Director's Council); Woodrow Thomas Sr. (status of claim); Denis O'Leary ("safe zones" and sanctuary cities); Michelle Avitia (Ventura Axxess shop local campaign); Michael Gleason (ethics); Dan Pinedo (utility rate panel video); Pat Brown (trucks on Oxnard Boulevard); George Miller (transparency, utility rate panel); Aaron Starr (utility rate panel); Alicia Percell (utility fund financials); Robert Chatenever (community maintenance districts).

E. REPORT OF CITY MANAGER

The City Manager announced that the CAFR will be presented at upcoming Fiscal Policy Task Force and City Council meetings. Standard & Poor's will soon issue a report on the wastewater fund's financial position, particularly its bond ratings. The upcoming Utility Ratepayer Advisory Panel meeting will present various rate scenarios.

F. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmember Perello commented on Bethel AME Church's mentoring program, public records requests, the city's audit and warrant registers, the upcoming Standard and Poor's meeting, the City Treasurer, truck traffic on Oxnard Boulevard, former city employees working as consultants, and reports of malfunctioning water meters.

Councilman MacDonald reported on the City's bid to acquire a bank-owned parcel in Lemonwood Park. He is the newly elected chair of VCTC and vice chair of LOSSAN. He discussed an upcoming Washington DC trip with RDP-21.

Mayor Pro Tem Ramirez discussed the Halaco EPA superfund site. She reported on the public hearings regarding the proposed power plant. She expressed appreciation for community leaders' recent comments on protecting immigrants and commended Dr. Pinkard's work with youth in the community. She commented on the City's financial position.

Councilmember Madrigal reported on attending the recent Latino Thoughtmakers event at Oxnard College. He commended some local student-athletes who recently signed with Division 1 colleges.

Mayor Flynn commented on the Utility Ratepayers Advisory Panel's meetings and efforts to gather information and reach consensus on a recommendation to the City Council on wastewater rates. Discussion ensued among the Council and staff.

Public comments were received from George Miller and Aaron Starr. Discussion ensued among the Council and staff.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Items I-1, I-3(a), I-3(c), I-4 were pulled for discussion.

Regarding I-1: Councilmember Perello inquired about parking congestion in Habitat for Humanity developments (the Housing Director responded).

Regarding I-3(a): Councilmember Perello inquired about the terms “landscape maintenance districts” versus “maintenance assessment districts” (the Special Districts Administrator responded).

Regarding I-3(c): Mayor Pro Tem Ramirez inquired about the timing of the copier lease agreements (the Financial Services Manager responded).

Regarding I-4: Councilmember Perello inquired about former employees working for consultant firms and if any break-in-service requirements exist. Mayor Flynn asked if the proposed contracts help create a one-stop shop. The Development Services Director and City Attorney responded.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments were received from Michael Gleason, Daniel Chavez Jr., and Harold Ceja. Discussion ensued among Council and staff.

I. INFORMATION/CONSENT AGENDA

Housing Department

1. SUBJECT: First Amendments to Loan Agreements with Habitat for Humanity of Ventura County (H4HVC) for the First Street and Hayes Avenue Affordable Housing Development Project to Construct 6 Single-Family Homes.
RECOMMENDATION: That City Council:
1. Approve and authorize the Mayor to execute First Amendments to the HOME Participation Agreement (A-7897-001), to the Affordable Housing Agreement A-7898-001), and to the Affordable Housing HOME CHDO Set-Aside Loan (A-7899-001) with Habitat for Humanity of Ventura County (H4HVC):
   a. To modify the construction completion date to reflect September 30, 2018, as requested by U.S. Department of Housing and Urban Development (HUD),
   b. To include HUD as an agent for approval of any extensions,
   c. To remove verbiage related to granting extensions of time for completion, and
   d. To include an updated Exhibit-A Schedule of Performance.

   2. Approve a contingency plan that, in the unlikely event that H4HVC is not able to complete the project by the HUD deadline, and HUD does not grant an extension, H4HVC will retain ownership of the land for an additional 12 months to complete the project through non-HUD sources, provided though that construction of the housing units is already underway at that time.

   3. Authorize the City Manager or designee to make necessary corrections or modifications in the attached Amendments and related agreements in order to conform them to each other or to make them consistent with the provisions of the staff report.

City Clerk Department

2. SUBJECT: Approval of Minutes: December 13, 2016 Regular Meeting.
RECOMMENDATION: Approve the Minutes of the City Council Regular Meeting of December 13, 2016.

City Manager Department

3. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described below:
   A. NBS Government Finance Group (A-7950) to provide consulting support for the landscape maintenance districts ($166,700).
   B. Gallagher Benefit Services (7674-16-HR) for a city-wide classification and compensation study ($230,000).
   C. Toshiba Business Solutions (5173-10-FN) for lease of photocopy equipment ($61,875).
   D. New Image 2000 Car Wash (6386-13-PO) for police vehicle car washing ($45,000).
   E. AllStar Fire for the purchase of 24 turnout pants and 24 turnout jackets equipment required for firefighter safety ($63,185).
   F. BMW Motorcycle of Burbank for the purchase of two BMW motorcycles for the Police Department ($56,719).
   G. Wastequip for the purchase of 2 cubic yard and 4 cubic yard front-end loader refuse containers ($114,000).

Development Services Department

4. SUBJECT: Agreements for On-Call Permit Processing.
RECOMMENDATION: That City Council approve and authorize the City Manager to execute agreements with Rincon Consultants, Inc. in an amount not to exceed $250,000 (Agreement Number 7690-16-DS) and with Stantec in an amount not to exceed $75,000 (Agreement Number 7729-16-DS) for on-call permit processing and planning services.

Public Works Department

5. SUBJECT: Antiscalant Purchases for Water and Recycled Water Treatment Facilities.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement (Agreement No. A-7938) with King Lee Chemical Company d.b.a. King Lee Technologies for the as-needed supply and delivery of antiscalant to water and recycled water treatment in an amount not to exceed $350,000.

Development Services Department

6. SUBJECT: Notice of Pending Approval – Parcel Map No. 11-300-02.
RECOMMENDATION: Receive and file only.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the staff recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor (Perello voted against Item I-3); the motion carried 5-0 (4-1 vote on Item I-3).

J. REPORTS

Finance Department

1. SUBJECT: Approval of $178,357 in Assessment Credits for Ineligible Utilities Costs and

Administrative Fees Charged to Certain City of Oxnard Maintenance Assessment Districts in Fiscal Year 2015-16.
RECOMMENDATION: That City Council approve:
1. Assessment credits to the twelve (12) Maintenance Assessment Districts for Fiscal Year 2015-16 utility charges in excess of the 5% increase allowed per the Engineer's Report, totaling $108,729.
2. Assessment credits to the twenty-five (25) Maintenance Assessment Districts that did not receive a subsidy from the General Fund and had an over collection of administrative fees in Fiscal Year 2015-16, totaling $69,628.
3. A budget appropriation from General Fund Operating Reserve to Transfer Out to Assessment District Account in the amount of $178,357 to repay the affected Maintenance Assessment Districts for ineligible utility charges and administrative fees.
4. Authorizing the City Manager to take all necessary actions required to implement the assessment credits and repay the Maintenance Assessment Districts for excess utility charges and the over collection of administrative fees.

Special Districts Administrator gave a report and introduced Pablo Perez, consultant with NBS Government Finance, who also gave a report.

Public comments were received from Michael Gleason.

Discussion ensued among Council, staff, and Mr. Perez.

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

2. SUBJECT: Proposed Water Pass-Through Rates.
RECOMMENDATION: That the City Council: 1. Receive a report on the proposed water pass-through rates effective March 15, 2017, due to increased third-party costs for water; and 2. Authorize the City Manager to take any and all needed steps to administratively approve the water pass-through charges as authorized by the City of Oxnard Ordinance Number 2859.

The Chief Financial Officer gave a report.

Public comments were received from Pat Brown and George Miller.

Discussion ensued among Council and staff.

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

CONTINUATION OF PUBLIC COMMENT

Public comments were received from Daniel Chavez Jr. (transparency, City Council duties and pay).

K. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:43 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

M I N U T E S
OXNARD CITY COUNCIL
Special Meeting
February 13, 2017

A. ROLL CALL/POSTING OF AGENDA

At 6:05 p.m., the special meeting of the Oxnard City Council was called to order in the Council Chambers by Mayor Pro Tem Ramirez, concurrently with the Oxnard Community Development Commission Successor Agency. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, and Mayor Pro Tem Ramirez were present (Mayor Tim Flynn was absent). The City Clerk announced that the agenda was posted on February 9, 2017.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Kymberly Horner, Economic Development Director; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

Councilmember Madrigal led the flag salute, which was followed by a moment of silence in honor of Oroville residents evacuated from their homes due to the Oroville Dam emergency.

C. PUBLIC COMMENTS ON CLOSED SESSON ITEMS (None)

D. CLOSED SESSION

At 6:08 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on four cases. The titles and case numbers of the litigation to be discussed were:

1. City of Oxnard; et al. v. Aaron Starr, Ventura County Superior Court Cast No. 56-2016-00479696-CU-MC-VTA;

2. Application of Southern California Edison Company (U338E) for Approval of the Results of its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area, (California Public Utilities Commission Application 14-11-016);

3. In the Matter of: Application of the Puente Power Project, (California Energy Commission Docket No. 15-AFC-01); and

4. Aurora Zabala; et al. v. City of Oxnard; et al., United States District Court, Case No. 2:15-CV-06026-R (PJWx)

The Successor Agency recessed to a closed session pursuant to Government Code section 54956.9(d)(4): based on existing facts and circumstances, the Successor Agency shall decide whether to initiate litigation in one potential case.

At 8:24 p.m. the City Council/Successor Agency reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

The Successor Agency by a vote of 3-1 (MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against; Flynn absent) directed the General Counsel to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the Successor Agency's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage.

E. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Pro Tem Ramirez adjourned the meeting at 8:25 p.m.

____
MICHELLE ASCENCION, CMC
City Clerk

____
TIM FLYNN
Mayor

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

DATE: March 28, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

Greg Nyhoff

SUBJECT: Agreements for City Council Review

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

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

A. NV5 West, Inc. (6389-16-CM) for on-call soils and materials testing ($27,290).
B. Jordan, Gilbert & Bain Architects, Inc. (6676-14-CM) for CAD drawings for 105 acre RiverPark CFD #5 ($47,900).

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

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

ATTACHMENTS:

Attachment A: City Manager Contract List for March 28, 2017

City Manager Contract List for 03/28/2017

Contracts from $25,000 to $250,000

A On-Call Soils and Materials Testing

Vendor:	NV5 West, Inc.	**Amount to be Approved:**	$27,290
Type:	Task Order	**Current FY Amount:**	$27,290
Agreement No.:	6389-16-CM	**Total Contract Amount:**	$277,290
Amendment No.:	8	**Funding Source:**	Street Maintenance Fund 105
Purchase Order No.:	4829	**Vendor Selection Process:**	Request for Qualifications (RFQ)
Begin Date:	11/19/2013	**# of Bids/Proposals/Quotes:**	12
End Date:	06/03/2017	**Project Manager:**	Robert Hearne
Term:	4 years	**Department:**	Pubic Works/CPM
		Telephone:	385-7832
		Email:	robert.hearne@oxnard.org

Purpose:

On April 26, 2016, City Council approved Project No. UD14-02 Alley Reconstruction at Various Locations Phase II and on January 10, 2017, Council approved Agreement No. A-7914 with Granite Construction to perform the construction services.

This Task Order No. 8 with NV5 West, Inc. is for the company to perform various compaction and concrete materials testing according to the City's Quality Assurance requirements for the project. The agreement with NV5 West, Inc. was one of four companies the City Council approved on December 3, 2013 as a result of a Request for Qualifications (RFQ) in August 2013. The City received twelve bids and awarded four contracts from the RFQ.

B CAD Drawings for 105 acre RiverPark CFD #5

Vendor:	Jordan, Gilbert & Bain Architects, Inc.	**Amount to be Approved:**	$47,900
Type:	Task Order	**Current FY Amount:**	$47,900
Agreement No.:	6676-14-CM	**Total Contract Amount:**	$497,900
Amendment No.:	29	**Funding Source:**	Riverpark CFD Fund 174
Purchase Order No.:	4943	**Vendor Selection Process:**	Request for Proposals (RFP)
Begin Date:	04/05/2017	**# of Bids/Proposals/Quotes:**	2
End Date:	06/30/2018	**Project Manager:**	Sandra Burkhart
Term:		**Department:**	Finance Department
		Telephone:	805-385-7578
		Email:	sandra.burkhart@oxnard.org

Purpose:

This task order with Jordan, Gilbert & Bain Architects, Inc. is for CAD Drawings to develop the entire 105 acre RiverPark CFD #5 for the following reasons: these drawings will be used to: (1) generate accurate quantities of the turf, shrubs, hardscape and tree count in order to bid out parts of the landscape maintenance responsibilities; and (2) future design improvements. The goal is to keep the area maintained and attractive at a level acceptable to the local community and businesses.

On April 3, 2014, General Services advertised a Request for Proposal for general on-call landscape architecture design services. The City received two (2) proposals and a committee process was used to review and rank the proposals. All committee members selected Jordan, Gilbert & Bain Landscape Architect, Inc. as the top ranked firm. On June 17, 2014, City Council approved the agreement with Jordan, Gilbert & Bain Landscape Architect, Inc.

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

DATE: March 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Ashley Golden
Development Services Director

for A. Golden

SUBJECT: Authorization to Appropriate General Plan Maintenance Fee

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

RECOMMENDATION:

That City Council recognize and approve the appropriation of $175,000 collected in Fiscal Year 2016-2017 from the General Plan Maintenance Fee for the tasks that are related to preparation, maintenance, and/or revision of the 2030 General Plan, and the Oxnard Local Coastal Program (LCP).

BACKGROUND

In 2002, AB 2936 amended Section 66014(b) of the Government Code to allow local governments to charge permit fees for "…costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations." The fee is currently $24.00 per $1,000.00 building permit valuation (0.24%), collected when a building permit is issued, and was set at that rate to raise approximately $250,000 per year to fund Planning Division staff and/or to retain expert consultant services working on the preparation, maintenance, and/or revision of the 2030 General Plan, LCP, and other related projects.

Total collected revenue as of March 1, 2017 is $343,797 which is expected to increase to at least $400, 000 by the end of the FY 2016-2017. Annually, approximately $167,000 in General Plan

Maintenance fees offset the costs associated with Principal Planner work on long range planning tasks such as the LCP and General Plan related implementation tasks.

This appropriation allocates money to the following three projects:

1. $50,000 to the LCP Update to provide funding to cover consultant and City staff time for continued work on the LCP update. LCP work efforts are approximately 33% complete.
2. $62,500 to the Housing Element Mid-Cycle Update and ordinance development. Given that the City failed to adopt the Housing Element by 2014, the City is now required to conduct a mid-cycle review. The mid-cycle review must address policies, program implementation, public input, and reporting on how well the City met its housing goals. The mid-cycle Housing Element is due to the State of California by September 2017.
3. $62,500 for General Plan and Zoning Map work efforts to ensure consistency between these maps and the recently adopted Housing Element as required by State law. This work also involves updates to the City's Geographical Information System.

STRATEGIC PRIORITIES

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

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

Goal 2. Enhance business development throughout the City.

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

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

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The FY16-17 Adopted General Plan Maintenance Fees is $240,000. As in prior fiscal years, revenues received above the budgeted amount needs to be recognized and appropriated towards projects / programs related to General Plan. The additional anticipated amount to be received for general plan activities is $175,000. Staff is recommending that the additional revenue be recognized and appropriated towards the following project/programs:

Project No. & Description	Account No.	Amount
Project 14IN01 Local Coastal Plan Update	101-4101-804-8209	$50,000
Project 14IN03 Housing Element Update.	101-4101-804-8209	$62,500
Project 17IN02 General Plan and Zoning Map	101-4101-804-8209	$62,500
	Total Appropriation	**$ 175,000**

ATTACHMENTS:

Attachment A: SBA GPMF FY 17 03.08.17

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services **Date:** March 28, 2017

Project/Program Manager: Kathleen Mallory **Phone:** 385-7878

Reason for Appropriation:

Appropriate General Plan Maintenance fee revenue to the Local Coastal Plan, Housing Element Update, and General Plan & Zoning Map Update projects.

Accounts and Descriptions		**AMOUNT**
Fund: GENERAL FUND (101)		
Revenues/Transfers In		
GENERAL PLAN MAINTENANCE (I41141)		
101-4101-555.7380	COMM DEV/GENERAL PLAN MAINTENANCE	175,000
	Sub-total Revenues	175,000
Expenditures/Transfers Out		
LOCAL COASTAL PLAN UPDATE (14IN01))		
101-4101-804.8209	SERVICES - OTHER PROF/CONTRACT	50,000
HOUSING ELEMENT UPDATE (14IN03)		
101-4101-804.8209	SERVICES - OTHER PROF/CONTRACT	62,500
GENERAL PLAN & ZONING MAP UPDATE (17IN02)		
101-4101-804.8209	SERVICES - OTHER PROF/CONTRACT	62,500
	Sub-total Expenditures	175,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**175,000**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

SBA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

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

DATE: March 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Darwin Base
Fire Chief

DLBase

SUBJECT: Recognize and Appropriate Budget for Fire Station 4 Remodel Designated in Development Agreement A-7122

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

RECOMMENDATION:

That City Council recognized the revenue received from Capital Growth Impact Fees (Fund 355) via Development Agreement A-7122 in amount of $300,000 and appropriating to Station 4 Remodel Project 172201.

BACKGROUND

On July 28, 2015, the City Council approved the First Amendment to Development Agreement Number A-7122 for the Village Specific Plan. Exhibit C, Section 2 designates funds for station upgrades:

> **Capital Growth Impact Fees.** In connection with the Project, Developer shall pay to City the capital growth impact fee on a per Dwelling Unit basis on or before issuance of a building permit for any Dwelling Unit, which is assessed at the rate then in effect at the time of the assessment (the "Growth Fees"). Developer's obligation to pay the Growth Fees set forth herein shall be limited to and shall not exceed the amount of $2,850,000. The parties agree that the Growth Fees and lump-sum payment specified below in this paragraph together fully satisfy the condition described in Mitigation Monitoring Measure No. PS-1 (a) for one fire truck and associated fire station upgrades. On or prior

to the March 1, 2017, Developer shall pay to City an additional lump-sum payment in the amount reasonably requested by the City (not to exceed $300,000).

A wire transfer in the amount of $300,000 has been received by the City of Oxnard from the Developer for Capital Growth Fees. The development includes multi-story buildings that would require a ladder truck to respond to emergency rescues. The closest ladder truck in the City of Oxnard is located at Fire Station 1, 491 K Street, a location that does not allow for safe emergency response times. Moving the ladder truck to Fire Station 4, located at 230 West Vineyard Avenue, is the best use of resources, providing quicker, safer response times to the City.

To accommodate a Ladder Truck and the four personnel that operate the vehicle will require a remodel of Fire Station 4. The station apparatus bay is currently too small for a Fire Truck and the dormitory does not have space for the additional personnel.

STRATEGIC PRIORITIES

Goal 2. Enhance business development throughout the City.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

FINANCIAL IMPACT

The budget appropriation recognized the revenue received from Capital Growth Impact Fees (Fund 355) via Development Agreement A-7122 in amount of $300,000 and appropriating to Station 4 Remodel Project 172201.

ATTACHMENTS:

Attachment A: Wire Transfer

Attachment B: Agreement A-7122 Exhibit C

Attachment C: BA - Fire Station 4 Remodel

MEMO

CITY OF OXNARD CALIFORNIA

Date March 1, 2017

TO: **Phillip Molina, City Treasurer**
Eden Alomeri, Assistant City Treasurer

FROM: **Ashley Golden, Development Services Director**

SUBJECT: **Notice of Incoming Wire Transfer**

The City is receiving payment from Oxnard CRFL Partners, LLC, per the Wagon Wheel First Amendment to Development Agreement #A-7122, per Exhibit C, Section 2, Capital Growth Impact Fees, in the total amount of **$300,000.**

Name of sender of wire / Oxnard CRFL Partners, LLC
Amount of wire/$300,000.00
Reference: Development Agreement #A-7122

The wire transfer should be credited to:

355-9401-541-7302 for $300,000.00
Total $300,000.00

Please notify Sabrina Rodriguez via e-mail upon receipt of funds; and attach a copy of this memorandum to the receipt sent to Precy Aczon.

cc: Finance Department

EXHIBIT C

ADDITIONAL REVISIONS TO ORIGINAL AGREEMENT

Section 1. Paragraph 4.5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"City or Third Party shall construct the Off-Site Improvements. Beginning with the building permit for the first Dwelling Unit of the Project that exceeds the Capacity Limit and at the time of issuance of each building permit for a Dwelling Unit thereafter, Developer shall pay to City that portion of the Total Estimated Off-Site Improvement Cost attributable to Developer (the "Permit Reimbursement Cost") divided by the difference of the maximum number of Project Dwelling Units and the Capacity Limit as increased at the time of payment by the following formula:

(Date of payment – Capacity Limit date) / 365 days = Y

Payment on a specific date = Permit Reimbursement Cost x $(1.05)^{Y}$

Interest rate shall not exceed 5.0%.

For purposes of this paragraph 4.5 and paragraph 4.6 below, Capacity Limit date is the date on which Developer applies for a building permit for construction which causes the Project unit count to exceed Capacity Limit to be provided by City pursuant to paragraph 4.4.

At any time Developer may pay the Permit Reimbursement Cost for any or all Dwelling Units and the cost shall be calculated as of the date of payment in accordance with the above formula. In any event, the Total Estimated Off-Site Improvement Cost, together with the interest factor as calculated in the above formula, shall be due on January 27, 2024."

Section 2. Paragraph 5 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"**Capital Growth Impact Fees.** In connection with the Project, Developer shall pay to City the capital growth impact fee on a per Dwelling Unit basis on or before issuance of a building permit for any Dwelling Unit, which is assessed at the rate then in effect at the time of assessment (the "Growth Fees"). Developer's obligation to pay the Growth Fees set forth herein shall be limited to and shall not exceed the amount of $2,850,000. The parties agree that the Growth Fees and lump-sum payment specified below in this paragraph together fully satisfy the condition described in Mitigation Monitoring Measure No. PS-1 (a) for one fire truck and associated fire station upgrades. On or prior to the March 1, 2017, Developer shall pay to City an additional lump-sum payment in the amount reasonably requested by the City (not to exceed $300,000)."

Section 3. Paragraph 7(c) of the Original Agreement is hereby amended to read as follows:

"**Development Design Review and Subsequent Entitlement Review.** City and Developer shall cooperate to expedite the development design review process, building plan review process, improvement plan review process, and if necessary, expedite the entitlement review process for the residential and commercial developments to be located within the Project as outlined in the Specific Plan (Chapter 8.0 – Administration and Implementation). Review of any application through any expedited process as provided by this subparagraph shall not be deemed to waive any of the Applicable Rules pertaining to review or approval of such application, including, but not limited to, a public hearing, if any, required therefore. Developer authorizes the imposition of City fees paid to the City sufficient to cover City's estimated costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process. Any such process shall terminate upon the expiration or termination of this Agreement or the issuance of the final certificate of occupancy for development within the Project, whichever occurs first.

If Developer choses to utilize an expedited plan check process for the review of improvement plans and building plans for the Project, within two (2) weeks of written request by Developer, City shall determine whether the City will retain an outside consultant for review of the Developer's improvement plans and building plans. Such outside consultant or City staff shall be at the sole selection of City and shall be paid for at the sole cost and expense of

Developer through the payment of an increased plan check fee set forth herein. Prior to the City's commencement of any expedited plan check for an improvement plan or building plan, Developer shall pay City deposit fee equal to one hundred and twenty percent (120%) of the then current plan review fee for review of an improvement or building plan ("Expedited Plan Check Fee"). Once a consultant is selected or City staff identified, City shall complete plan check review for improvement plans and building plans according to the following schedule:

First Plan check:	City shall provide complete comments and markup within 20 working days of submittal of a complete package.
Second Plan check:	City shall provide complete comments and markup within 15 working days of submittal of a complete package that responds to all markups and comments.
Any subsequent Plan check:	City shall provide complete comments and markup within 10 working days of submittal of a complete package that responds to all markups and comments.

Upon completion of plan check review and City deems the plan set is approved, the City shall calculate and provide permit fees to the Developer within 10 (ten) working days of plan set approval.

Should City determine, in its sole and absolute discretion, that the Expedited Plan Check Fee will be insufficient to cover City's actual costs of utilizing City staff, retaining an outside consultant or any combination thereof in order to expedite the review process, City may increase the Expedited Plan Check Fee upon prior notice to Developer of the basis for the increased Expedited Plan Check Fee or have no further obligation to expedite review as set forth herein."

Section 4. Paragraph 7(d) of the Original Agreement is hereby amended to read as follows:

"**Development Impact Fees**. In addition to the obligations set forth elsewhere in this Agreement, Developer shall be responsible for paying when due all Development Impact Fees in connection with development of the Project at the rates then in effect. Subject to all applicable laws then in effect, City shall have the right: (i) to charge and apply to the Property all Development Impact Fees and assessments as may be in effect at the time applicable to the Project; and (ii) to increase or otherwise modify any and all Development Impact Fees (including without limitation new categories of impact fees) applicable to the Project.

Notwithstanding any other provision or regulation relating to Development Impact Fees, the maximum amount of any traffic impact fee assessed shall be limited to no more than 10 percent (10%) above the rate then in effect on the date of issuance of the first building permit for a Dwelling Unit. The limitation set forth herein shall expire on July 1, 2021. After July 1, 2021, Developer shall pay the traffic impact fee then in effect on the date of issuance of a building permit for any Dwelling Unit."

Section 5. Paragraph 7(g) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"**Financing Districts.** At City's request, Developer agrees to the formation of one or more Financing Districts to be formed over all or part of the Property in accordance with this Agreement and applicable conditions of approval for Tract No. 5745. If formed, such Financing District or Financing Districts shall include the Property or a portion thereof within its boundaries for the purpose of funding the planning, design, construction and/or maintenance of public improvements required to be constructed, including, but not limited to: public parks; public landscaping; the Multi-Use Path ("MUP"), including exercise equipment in the MUP area: the MUP bridge over Oxnard Boulevard; street lights; retaining walls, including the retaining wall on Oxnard Boulevard and Ventura Road; street trees; medians and sidewalks in the and adjacent to the Project; floodwalls, flood improvements, and flood protection facilities; storm water quality best management practices devices (such as storm water filters and grassy swales, etc.); Caltrans landscape area(s); school facilities and/or mitigation payments; as well as any other public improvement mutually agreed upon in writing by the City and Developer. If applicable law requires a vote by the landowners on formation or any financial aspect of a Financing District, Developer and its successors and assigns to any parcel which is subject to this Agreement shall cast an affirmative vote if requested to do so by the City; provided, however, that such consent shall not be deemed a waiver of the Developer's right to challenge or protest the manner in which the assessments from such district or districts are allocated to the various properties within the district and the amount of such assessments. Developer understands and agrees: (i) City may determine in its sole discretion to what extent, if any, it shall have financial liability for any bonds or other financial obligations of a Financing District; and (ii) that pursuant to adopted City policy, any bonds issued by any Financing District that create a City liability shall be paid off prior to the sale of any dwelling unit on any parcel securing any such bond." The use of such Financing District is currently intended only for specific purposes related to flood control and best management practices devices (storm water filters, etc). However, in the event other improvements or facilities contemplated to be financed and managed though private entities are not performed, those functions may be assumed by the Financing District. The use of such Financing District is not intended to expand or increase any obligation on the Project beyond those already contemplated under this Agreement and related approvals.

Section 6. Paragraph 8 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"**<u>Quimby Fee Credit and In-Lieu Fees</u>.** The City acknowledges, as specified in the Specific Plan, approximately 7.4 acres of the Project will consist of parks and open space areas, including among other things, parks, pocket parks, trails, and other open space areas. Developer shall be required to develop and dedicate approximately 4.27 acres for parks on Lots A, B, C in "turnkey" condition ready for use by the public and acceptance of same by the City. City shall grant full credit ("Quimby Fee Credit") to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 4.27 acres of parks. In addition Developer shall design and construct Multi-Use Path ("MUP") within the Project as set forth in the applicable condition(s) of approval for Tract No. 5745. Notwithstanding any applicable condition(s) of approval for Tract No. 5745 to the contrary, upon acceptable of the MUP, City shall grant Quimby Fee Credit to Developer in an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the MUP. Any Quimby Fee Credit shall be applied against Quimby Fees due for development within the Project. To the extent that, at the time of issuance of building permits for any portion of the Project, adequate Fee Credits do not exist to cover the applicable Quimby Fees, City shall not require the payment of Quimby Fees until the issuance of certificates of occupancy for that portion of the Project. If, at the time of issuance of certificates of occupancy, adequate Fee Credits still do not exist to cover the applicable Quimby Fees, Developer shall pay the Quimby Fees then due to City. The total amount of Quimby Fees necessary to develop the 4.27 acres of parks and additional park acreage for the MUP within the Project exceed the estimated Quimby Fee calculated for the project which is an amount equal to the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the approximately 4.27 acres of parks and MUP within the Project. The parties acknowledge and agree that the total Quimby Fees set forth above are based on the Specific Plan entitlement of maximum 1,500 Dwelling Units.

Section 7. Paragraph 15.1 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Reserved."

Section 8. Paragraph 15.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"**Santa Clara River Trail**. Within ninety (90) days after the effective date of the First Amendment to Development Agreement, Developer shall contribute an amount not to exceed $120,000 to cover costs that Consultant may incur to plan and design the Santa Clara River Trail or, at Developer's sole option, a multi-use path extension beneath the Caltrans Highway 101 Bridge on Ventura Road. Planning and design work on the Santa Clara River Trail, or alternative multi-use path, shall occur concurrently with planning and design work associated with the Ventura Road improvement plans. Developer shall provide the City evidence of payment and receipt to design consultant for either the Santa Clara River Trial or multi-use path beneath the Caltrans Highway 101 Bridge on Ventura Road. Developer shall not receive Air Quality Fee Credit for the design of this improvement.

Notwithstanding any other provision to the contrary, upon City's acceptance of said improvements, City shall grant credit to Developer in an amount equal to one half the sum of the value of the land and costs reasonably incurred by Developer in connection with the engineering and construction of the Santa Clara River Trail or multi-use path. Said credit shall be applied towards any Air Quality Fees that Developer is obligated to pay pursuant to the Applicable Rules. If Developer does not receive a credit pursuant to this paragraph, City shall not be required to reimburse, or provide Developer credit for, any air quality fees or any other Development Impact Fee as consideration for the obligations set forth in this paragraph 15.2."

Section 9. Paragraph 16.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"Reserved."

Section 10. Paragraph 16.3 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"**Golf Course Development Fee**. Developer shall pay City $3,000,000 for the Golf Course Development Fee, as follows: (i) a one-time payment of $550,000 shall be made to the City by the Developer prior to June 1, 2016 and (ii) commencing with the issuance of the first building permit for the first for-sale Dwelling Unit and each time a building permit is issued thereafter for a for-sale Dwelling Unit until the Project is completed, a fee of $4,382.83 per unit."

Section 11. Paragraph 16.4 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

"**Metrolink Train Platform.** City may require Developer to construct the Metrolink Train Platform if, and only if, Union Pacific Railroad and Ventura County Transit Commission deem a platform is necessary within the Project and such condition is imposed on or before January 31, 2017. Otherwise, City shall impose standard transit requirements, which may include design and installation of secure bicycle storage, park and ride parking stalls, and turnout for Metrolink shuttle service in accordance with the Applicable Rules."

REQUEST FOR BUDGET APPROPRIATION

Department: Fire **Date:** March 28, 2017

Project/Program Manager: Darwin Base **Phone:**

Reason for Appropriation:

Recognized the revenue received from Capital Growth Impact Fees (Fund 355) via Development Agreement A-7122 in amount of $300,000 and appropriating to Station 4 Remodel Project 172201.

Accounts and Descriptions		AMOUNT
Fund: CAPITAL GROWTH IMPACT FEES (355)		
Revenues/Transfers In		
CAPITAL IMPROVEMENT PROJ (9401)		
355-9401-541.73-02	GROWTH AND DEVEL. FEES / GROWTH CAPT'L FEES	300,000
	Sub-total Expenditures	300,000
Expenditures/Transfers Out		
Fire Station 4 Remodel (172201)		
355-2280-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	300,000
	Sub-total Expenditures	300,000
	Net Change to Fund Balance	**0**

Approvals

Department Director ____________________

Chief Financial Officer ____________________

City Manager ____________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

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

DATE: March 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approve Plans and Specifications for the City Hall Third Floor Renovation Project PW 17-24.

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

RECOMMENDATION:

That City Council approve project plans and specifications and authorize staff to solicit bids for the City Hall Third Floor Renovation Project PW 17-24.

BACKGROUND

The Finance Department is currently located on the second and third floors of the 300 West Third Street building of City Hall. The current floor plan is a remnant from prior offices occupying the space and is not conducive to an efficient and effective operation of the department. The Finance Department is currently split between two floors due to the layout of the office, which makes operations difficult. The Finance Department is proposing to relocate the Purchasing and Assessment Districts Divisions from the second floor to the third floor to create more efficient working groups which can better apply resources, utilize staff and coordinate functions. The plan will establish an open concept floor space with center floor area being primarily cubicle workspaces. The improvements will address security concerns; ceiling system issues; and lighting, heating, ventilation and air-conditioning (HVAC). New modular desk systems and upgrades to offices, the conference room, and file storage will also be a part of this project. The existing restrooms will be updated to meet current plumbing standards and Americans with Disabilities Act (ADA) compliance requirements. The selected contractor will be responsible for furnishing all materials, tools, equipment, and labor required to complete the project per the cost of services schedule established in the bid and contract documents.

The project will be done in phases such that the Finance Department's staff can continue working while the remodel is going on. As one phase is completed, staff will move into the new area, while work is then moved to another part of the floor.

After project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder for the project.

STRATEGIC PRIORITIES

Organizational Effectiveness

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

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

Objective 1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

FINANCIAL IMPACT

In the Adopted Budget FY16-17, funding was approved in General Fund Contingencies Account for the City Hall Third Floor Renovation Project. The estimated total cost of the project is $340,000. No additional General Fund reserves will be needed for the project.

ATTACHMENTS:

Attachment A: Finance Floor Remodel

REQUEST FOR ADMINISTRATIVE BUDGET ADJUSTMENT

Department: Finance **Date:** March 17, 2017
Project/Program Manager: Jim Throop **Phone:** 385-7472

Reason for Budget Adjustment:

Transfer from General Fund to Captial Outlay Fund for the Finance floor remodel.

Accounts and Descriptions		AMOUNT
Fund: 101 - GENERAL FUND		
Expenditures/Transfers Out		
Non-Dept/Non-Program (1001)		
101-1001-801-8802	RESERVES / FOR CONTINGENCIES	(325,000)
Finance Dept/Finance Admin (1600)		
101-1600-801-8301	MAINTENANCE SERVICES / MAINTENANCE-BUILDING	(15,000)
	Sub-total Expenditures	(340,000)
	Net Change to Fund Balance	**340,000**
Fund: 301-CAPITAL OUTLAY FUND		
Expenditures/Transfers Out		
Finance Department/Finance Administration (1600)/Project 171601		
301-1600-826-8132	MATERIALS AND SUPPLIES / MINOR EQUIPMENT OFFICE	35,000
301-1600-826-8209	CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRA	200,000
301-1600-826-8301	MAINTENANCE SERVICES / MTNCE SVC-BLDG & IMPROV	25,000
301-1600-826-8606	CAPITAL OUTLAY / MACHINERY AND EQUIPT.-NEW	80,000
	Sub-total Expenditures	340,000
	Net Change to Fund Balance	**(340,000)**
	Net Appropriation Change	**0**

Approvals

Department Director ______________________

Chief Financial Officer RV ______________________

City Manager ______________________

BA DOC.# (Finance)__________

DOES NOT REQUIRE CITY COUNCIL AUTHORIZATION

Rev

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

DATE: March 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Third Amendment to Agreement No. 6856-14-CM with Stantec Consulting Services, Inc.

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

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute the Third Amendment to Agreement No. 6856-14-CM with Stantec Consulting Services, Inc. in the amount of $199,740 for temporary traffic engineering consulting services, bringing the total contract not-to-exceed amount to $949,740.

BACKGROUND

The Public Works Department's Traffic Engineering Division has four traffic engineer positions, which are all currently vacant due to recent retirements and resignations. The City has begun recruiting new employees to fill the three traffic engineer positions. However, engineering positions have been difficult to fill so there is a need to temporarily hire traffic engineering support services until the positions are filled.

Over the course of the last few months, the Public Works Traffic Engineering Division staff has gone from four full time employees to zero. The last employee hired for the Transportation Planner position on August 22, 2016 was quickly promoted to City Traffic Engineer in January 2017. This individual was expected to perform all the functions of a very active traffic division without the assistance of a Transportation Planner, an Assistant Engineer, a City Traffic

Engineer, or an Associate Civil Engineer. All either retired or resigned from their positions. In February, the City Traffic Engineer also resigned which now leaves the Division with the need to temporarily hire traffic engineering support services until recruitments to fill permanent traffic engineering positions are completed.

In addition to the day-to-day duties of the City's traffic engineers, many existing traffic engineering projects are funded by state and federal grants. Staffing is needed to monitor and report on the progress of the work to continue the flow of funding for these projects. Without the immediate oversite of these projects, more than $1,300,000 in grant funding is in jeopardy.

Staff contacted and solicited fee proposals from several of the City's on-call engineering services consultants. One consultant, Michael Baker International, can work on some specific tasks but cannot provide the staffing services needed at this time. City staff interviewed Stantec Consulting Services, Inc. and determined that this company has the staff and ability to step in and immediately address the needs of the City's Traffic Division. No other on-call engineering services consultant with whom the City already has a contract has the capability to fulfill these needs. The urgency of the situation requires staffing as soon as possible.

Stantec will perform the work listed in Exhibit A-2 of the attached Third Amendment to Agreement 6856-14-CM. The City will reduce the number of temporary engineering consultants from Stantec as the City hires permanent employees.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Salary savings from Engineering Division of Gas Tax Fund is available to cover the amended value of the services.

ATTACHMENTS:

Attachment A - Third Amendment to Agreement 6856-14-CM

Attachment B - Original Agreement No. 6856-14-CM

Attachment C - First Amendment to Agreement No. 6856-14-CM

Attachment D - Second Amendment to Agreement No. 6856-14-CM

Agreement No. 6856-14-CM

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Third Amendment ("Second Amendment") to the Agreement for Professional Engineering Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____________, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Stantec Consulting Services, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on September 9, 2014, by City and Consultant. The Agreement previously has been amended on November 20, 2014, by a First Amendment, and on December 14, 2015, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A and Exhibit A-1 are supplemented with Exhibit A-2, attached hereto and incorporated by this reference in full herein.

2. In Section 14 of the Agreement, the figure "$750,000" is replaced with the figure "$949,740."

3. In Section 14 of the Agreement, Exhibit B is supplemented with Exhibit B-1, attached hereto and incorporated by this reference in full herein.

4. Section 36 is deleted in its entirety and replaced with the following: "36. Counterparts

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

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

[Signatures on next page]

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Thien Ng for

Daniel Rydberg, P.E., Public Works Director

Robert Hearne, Project Manager

Ruth Osuna, Assistant City Manager

STANTECH CONSULTING SERVICES, INC.

Derek Rapp, Principal

EXHIBIT A-2

PROJECT: Traffic Engineering Support Services

Scope of Work:

Traffic Engineering support services which could include:

- Manage up to 18 existing State and Federally funded projects including the management and coordination of the Caltrans funding process, environmental coordination and design development.
- Prepare project invoices to Caltrans for all on-going projects in coordination with the City's contracting and finance departments.
- Review and approve up to 15 traffic-control-plans weekly.
- Manage the Traffic-Engineering Division's on-going construction projects.
- Represent the City at VCTC, Caltrans and Gold Coast meetings on an as-need basis.
- Apply for and prepare grant applications to VCTC and Caltrans for transportation corridor improvement projects.
- Prepare City Council staff report for traffic-engineering projects and issues.
- Provide bi-monthly progress report to the City management.
- Conduct neighborhood traffic studies for developing preferential parking districts (one every three to four months).
- Conduct neighborhood traffic management studies.
- Investigate and prepare responses to citizen complaints.
- Review design projects with respect to traffic engineering aspects (not plans prepared by Stantec).
- Prepare signing and striping of traffic control plans for capital or maintenance projects.
- Update Engineering and Traffic Surveys.
- Conduct warrant analyses for traffic control devices.
- Conduct field observations of traffic conditions.
- Analyze traffic count and/or collision data.
- Other duties as determined by the City.

Fee:

We estimate that this work will require the effort of approximately 3 FTE staff for a 6-month period, or 1,280 total staff hours. The hour estimate is broken down as follows:

- Assistant - 440 hours @ $128 = $56,320
- Associate - 100 hours @ $149 = $14,900
- Senior I - 360 hours @ $164 = $59,040
- Senior II - 220 hours @ $174 = $38,280
- Principal - 160 hours @ $195 = $31,200

Total 1,280 hours = $199,740

EXHIBIT B-1

STANTEC
CITY OF OXNARD BILLING RATES
VALID UNTIL 12/31/2017

Engineering			**Construction Management (Cont.)**	
Engineering Technician	$87		Construction Inspector	
Associate Technician	$97		Prevailing Wage	
Senior Technician	$108		Senior Construction Inspector	
Designer	$128		Prevailing Wage	
Senior Designer	$144		Chief Inspector/Owner's Rep	
Junior Engineer	$108		Prevailing Wage	
Assistant Engineer	$128			
Associate Engineer	$149		**General**	
Senior I Engineer	$164		Technical/Clerical Support	
Senior II Engineer	$174		Dry Utility Coordinator	
Principal Engineer	$195		Special Consultant	
			(Principal with specialized skills in engineering, geomatics or planning)	
Geomatics (Surveying & Mapping)				
Surveying Technician	$108		**Expert Witness/Depositin Rates**	
Surveying Associate	$149		Rapid Response = minimum charge of four (4) hours at 1.5 times the regular rate	
Senior Surveyor	$174		Out-of-town Survey Crew Travel = ½ times regular rate	
Principal Surveyor	$195		Outside Consultant	Cost + 10%
One-Man Survey Crew	$185		Reimbursable Expenses	Cost + 10%
Prevailing Wage	$205			
Two-Man Survey Crew	$246			
Prevailing Wage	$282			
Planning				
Assistant Planner	$113			
Associate Planner	$133			
Senior I Planner	$159			
Senior II Planner	$169			
Principal Planner	$185			
Construction Management				
Construction Technician	$97			
Assistant Construction Manager	$128			
Associate Construction Manager	$149			
Senior I Construcition Manager	$164			
Senior II Construction Manager	$174			
Principal Construction Manager	$195			

Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics Consumer Price Index of Los Angeles and Orange Counties

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY) 2/22/2017

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

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

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535 A+
INSURER B : Sentry Insurance a Mutual Company	24988 A+
INSURER C : American Guarantee and Liab. Ins. Co.	26247 A+
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1415077 STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES CERTIFICATE NUMBER: 14521804 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	GLO5415704	5/1/2016	5/1/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X CONTRACTUAL/CROSS						MED EXP (Any one person)	$ 10,000
	XCU COVERED						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B B B	AUTOMOBILE LIABILITY	Y	N	90-17043-08 (AOS) 90-17043-09 (MA) 90-17043-10 (CA)	5/1/2016 5/1/2016 5/1/2016	5/1/2017 5/1/2017 5/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
C	X UMBRELLA LIAB X OCCUR	N	N	AUC918463702	5/1/2016	5/1/2017	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	90-17043-06 (AOS) 90-17043-07 (HI) EXCEPT FOR OH ND WA WY	5/1/2016 5/1/2016	5/1/2017 5/1/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NAME ALL OPERATIONS WITH THE CITY OF OXNARD. CLIENT PROJECT #6856-14-CM. STANTEC PROJECT #2064021396. CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY STANTEC CONSULTING LTD. WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14521804
CITY OF OXNARD
ATTN: RISK MANAGEMENT
300 WEST THIRD STREET, SUITE 302,
OXNARD CA 93030

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE Joseph M Agnello

ACORD 25 (2016/03)

POLICY NUMBER: GLO5415704
NAMED INSURED: SEE ATTACHED CERTIFICATE

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ALL ADDITIONAL INSUREDS OF THE NAMED INSURED AS REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS.

Location(s) Of Covered Operations:

ALL LOCATIONS COVERED UNDER THIS POLICY, FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Attachment Code: D522032
Certificate ID: 14521804

POLICY NUMBER: GLO5415704 COMMERCIAL GENERAL LIABILITY
NAMED INSURED: SEE ATTACHED CERTIFICATE CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
ALL ADDITIONAL INSUREDS OF THE NAMED INSURED AS REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS

Location And Description of Completed Operations:
ALL LOCATIONS FOR LIABILITIES ARISING OUT OF OUR NAMED INSURED'S ACTIVITIES ONLY.

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

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to
Section III - Limits Of Insurance:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Attachment Code: D522054
Certificate ID: 14521804

Policy No.: GLO5415704
NAMED INSURED: SEE ATTACHED CERTIFICATE

Other Insurance Amendment -- Primary And Non-Contributory

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the: Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV --- Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

a. The additional insured is a Named Insured under such other insurance; and
b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV --- Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-BCW (04/13)

Attachment Code: D522092
Certificate ID: 14521804

POLICY NUMBER: 90-17043-08 (AOS) , 90-17043-09 (MA) , 90-17043-10 (CA)
NAMED INSURED: SEE ATTACHED CERTIFICATE

ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form
Garage Coverage Form
Truckers Coverage Form

A. Section II. Liability A. Coverage 1. Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you are such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section C. Limit of Insurance or the amount of insurance required by the contract or agreement.

C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, this insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial Auto Coverage Form to which this endorsement is attached.

CA 80 07 02 06

Attachment Code: D522021
Certificate ID: 14521804

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2017 | DATE (MM/DD/YYYY) 2/22/2017

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London	
INSURER B : AIG Specialty Insurance Company	26883 A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1414100
STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES **CERTIFICATE NUMBER:** 14521807 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT X; LOC X; OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A A	Professional Liab	N	N	GLOPR1601673 NO RETROACTIVE DATE	10/1/2016	10/1/2017	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2016	10/1/2017	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NAME ALL OPERATIONS WITH THE CITY OF OXNARD. CLIENT PROJECT #6856-14-CM. STANTEC PROJECT #2064021396.

CERTIFICATE HOLDER

14521807
CITY OF OXNARD
ATTN: RISK MANAGEMENT
300 WEST THIRD STREET, SUITE 302,
OXNARD CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

Agreement No. 6856-14-CM

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 9th day of September, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as engineering and land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A and Exhibit A-1 attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

COUNCIL APPROVAL
DATE 9-9-14 AGENDA # S-3

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided with each proposal for each task order assigned and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sal Contreras, P.E. as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This first term of the Agreement shall begin on September 9, 2014 and expire on September 9, 2017; with option to renew for an additional one (1) year term for a final expiration date of September 9, 2018.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount for the first term not to exceed $750,000 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

Consultant agrees to indemni[illegible]ouncil, and each member thereof, and every officer, [illegible]om any and all liability, claims, demands, actions, da[illegible] personal injury, death at any time, or property dan[illegible]osts and expenses and fees of litigation or arbitrat[illegible]rtain to, or relate to the negligence, recklessness, or [illegible]ns of Consultant related to this Agreement as [illegible]yees, subconsultants, subcontractors, consultar[illegible]behalf. This agreement to indemnify, hold harml[illegible] or omissions are the product of active negli[illegible]

CORRECT FORM FOR PROF ENG SVCS ?

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

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

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

23. Independent Contractor

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

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

c. Consultant acknowledges that Consultant and Consultant'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.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants 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.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

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

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

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

City and Consultant 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.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant 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 Consultant 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.

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney 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.

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield & Smith Engineers, Inc., 1327 Del Norte Road, Ste. 200, Camarillo, CA 93010, Attention: Sal Contreras, P.E.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, CM General Services, 1060 Pacific Ave., Oxnard, California 93030, Attention: Patricia Friend.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant 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.

CITY OF OXNARD

Tim Flynn, Mayor

CONSULTANT: Penfield & Smith Engineers

~~Glen Pace, P.E.,~~ Principal Engineer + V.P.
David Rundle, P.E.

ATTEST:

9/9/14
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, ~~Risk Manager~~

APPROVED AS TO CONTENT:

Michael Henderson, Superintendent
CM General Services / Purchasing Agent

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

CERTIFICATION

The undersigned affirms that he or she is duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to submission to the City.

David Rundle	~~Principal Engineer~~ Vice President
Signature	Title
David Rundle, P.E. ~~Glen Pace, P.E., LEED AP~~ Vice President	Penfield & Smith Engineers
Typed Name	Company Name
805-981-0706	1327 Del Norte Road, Ste. 200
Telephone No.	Mailing Address
805-981-0251	Camarillo, CA 93010
Fax No.	City, State, Zip
Date	

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

Exhibit A

SCOPE OF TYPICAL PROJECT WORK

The Task Order proposal shall identify a concise description of the scope of work to be performed by the consultant firm and how the consultant plans on completing the work and include a schedule for each assigned task. It is up to the consultant to determine the best and most cost-effective method to complete the work so that the assigned task order project can be constructed to the satisfaction of the City of Oxnard. The consultant task order will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by City and Consultant for all services and under agreement amount; individual task order funds will be encumbered based on quote provided to City by Consultant per task order. These typical task order services will include but not limited to the following:

a. Meet with or communicate with Project Manager or Designee to determine scope of Task Order and then submit proposal and schedule for Task Order assigned, with all known cost included.
b. Prepare and distribute any meeting minutes for a task order assignment.
c. Obtain approval of all required plan check & permits; City, County, State.
d. Track all design services for all individual projects as assigned by task order.
e. Assist the City in obtaining all required permits as may be necessary from any Agency.
f. Provide quality control.
g. Perform cost estimates for each milestone included in each task order.
h. Perform a constructability analysis as may be required for each task order assigned.
i. Construction Services - Review RFI (request for information), submittal, and shop drawings associated with each task order assigned.
j. Maintain good record keeping; including task order number and dollar amounts as assigned.
k. Provide a schedule of each task, the overall design schedule and construction phase.
l. Schedule owner meetings as necessary during design.
m. Provide value engineering recommendations to City staff members and architect/engineer.
n. Keep daily communication or as required with City staff and subconsultants per assignment.
o. Aid with any Development of Parks / Facilities, Public Works or Development Services Plans as may be required and assigned.
p. Other duties as may be required by City staff for these types of services.

Exhibit A-1

ADDED SCOPE OF TYPICAL PROJECT WORK

Consultant shall furnish the following professional consulting services to the City for any proposed Landscape Maintenance Assessment Districts.

1) Consultant shall:

   a) Determine, with City staff input, the needs and requirements of landscape and maintenance associated with maintenance associated with Assessments Districts.

   b) Determine, with City staff input and based upon the requirements set out in Article XIII D section 4(a) of the California Constitution, the annual cost for landscape and maintenance of Assessment Districts.

   c) Obtain County Districts Assessor maps and right-of-way records for Assessment Districts.

   d) Obtain the most recent ownership information of properties in Assessment Districts that have closed escrow.

   e) Prepare an Engineer's Report that complies with the requirements of Article XII D section 4(a) of the California Constitution and assist in the distribution of these notices and ballots as required by Article XIII D section 4(d) of the California Constitution.

   f) Prepare notice and ballots that comply with the requirements of Article XIII D section 4(d) of the California Constitution and assist in the distribution of these notices and ballots required by Article XIII D section 4(d) of the California Constitution.

   g) Prepare for and attend meetings with City Staff and Developer's representatives.

   h) Attend a public hearing for each District as required by Article XIII D section 4(e) of the California Constitution, present the findings set out in the Engineer's Report at the public hearing and tabulate the results of the balloting conducted at public hearing.

EXHIBIT B
7/24/14

PENFIELD & SMITH

Engineering

Engineering Technician	$85
Associate Technician	95
Senior Technician	105
Designer	125
Senior Designer	140
Junior Engineer	105
Assistant Engineer	125
Associate Engineer	145
Senior I Engineer	160
Senior II Engineer	170
Principal Engineer	190

Geomatics (Surveying & Mapping)

Surveying Technician	$105
Surveying Associate	145
Senior Surveyor	170
Principal Surveyor	190
One-Man Survey Crew	180
Prevailing Wage	200
Two-Man Survey Crew	240
Prevailing Wage	275

Planning

Assistant Planner	$110
Associate Planner	130
Senior I Planner	155
Senior II Planner	165
Principal Planner	180

Construction Management

Construction Technician	$95
Assistant Construction Manager	125
Associate Construction Manager	145
Senior I Construction Manager	160
Senior II Construction Manager	170
Principal Construction Manager	190

Construction Management (Cont.)

Construction Inspector	$100
Prevailing Wage	125
Senior Construction Inspector	110
Prevailing Wage	130
Chief Inspector/Owner's Representative	120
Prevailing Wage	135

General

Technical/Clerical Support	$75
Dry Utility Coordinator	150
Special Consultant	220

(Principal with specialized skills in engineering, geomatics or planning)

Expert Witness/Deposition Rates

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

EZ DESIGN STUDIOS

Principle	$165
Senior	150

HAMNER, JEWELL & ASSOCIATES

Managing Senior Associate	$180
Legal Support	180
Senior Associate II	160
Senior Associate I	130
Associates II	110
Associates I	95
Assistants/Transaction Coordinator	80

IRJ ENGINEERS, INC.

Principals	$140
Professional Engineers	120
Senior Engineering Designers	80
Engineering Designers/CAD Drafters	65
Clerical Staff	50

Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics Consumer Price Index for Los Angeles and Orange County.

EXHIBIT B
7/24/14

JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS

Principal Landscape Architect $120
Associate Landscape Architect 95
Drafter/CAD 65
Certified Arborist 65
Clerical 35
Fountainhead Architects
Principal Architect 125
Larry Hauer Structural Engineer 170
Reimbursable Expenses ....Cost +15%

MICHAEL K. NUNLEY & ASSOCIATES

Project Manager $165
Senior Project Engineer 155
Project Engineer 135
Hydraulic Analyst 115
GIS Specialist 115
GIS Technician 95
Drafter 80
Administrative Assistant 45
Direct Project Expenses
Outside Reproduction .... Cost
Subcontracted/Subconsultant Services ....Cost + 10%
Travel & Subsistance (other than Mileage) .... Cost
Auto Mileage..........Current IRS Rate - $.565/mi

TWINING

Engineering and Consulting Personnel

Senior Principal Advisor/Consultant $245
Principal Engineer/Geologist 165
Metallurgical Engineer 160
Registered Geotechnical Engineer 160
Technical Advisor 175
Material Scientist, Welding/ NDT Consultant 175
Registered Geologist/Certified Engineering Geologist 145
Senior Engineering/Geologist 145

Engineering and Consulting Personnel (Cont.)

Registered Civil Engineer $140
Roofing/Waterproofing Consultant 180
Project Engineer/Manager 130
Quality Control Manager 115
Senior Staff Engineer/Geologist 110
Staff Engineer/Geologist 105
Quality Control Administrator 95
Metallurgical Technician 85
CADD Operator/Draftsperson 75
Field Supervisor/Safety Manager 110
Laboratory Manager 100
Laboratory Technician 75
Expert Witness Testimony 390
Qualified SWPPP Developer 125
Qualified SWPPP Practitioner 115

Field Inspection Personnel

Concrete/Reinforced Steel Inspector $88
Pre-stressed/Post Tensioned Inspector 88
Concrete ICC Inspector 88
Drilled-In-Anchor Inspector 88
Gunite/Shotcrete Inspector 88
Masonry Inspector 88
Structural Steel/Welding Inspector 88
AWS Welding Inspector 88
Fireproofing Inspector 88
Lead Inspector 90
L.A. Deputy Grading Inspector 92
Asphalt Field and Plant Inspector/Tech 88
Pile Driving Inspector 88
Soils Technician 88
Concrete Quality Control (ACI/Caltrans Tech) 88
Roofing/Waterproofing Inspector 107
Mechanical Inspector 122
Electrical Inspector 122
Plumbing Inspector 122
Building Inspector 122
Field Engineering Technician 100

Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics Consumer Price Index for Los Angeles and Orange County.

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

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

City of Oxnard
Risk Manager
Reference No. 6856-14-CM
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/29/2014

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

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

PRODUCER
Dealey, Renton & Associates
199 S Los Robles Ave Ste 540
Pasadena, CA 91101

CONTACT NAME: Sandy Peters
PHONE (A/C, No, Ext): 626 844-3070 | FAX (A/C, No): 626 844-3074
E-MAIL ADDRESS: speters@insdra.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hudson Insurance Company	25054
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PENFISMIT1
Penfield & Smith Engineers, Inc.
111 East Victoria Street
Santa Barbara, CA 93101
805 963-9532

COVERAGES CERTIFICATE NUMBER: 1929376255 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR; EXCESS LIAB / CLAIMS-MADE; DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			AEE7288200	3/4/2014	3/4/2015	$2,000,000 $4,000,000	Per Claim Annl Aggregate

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

RE: WO #21396.00, General On-Call Engineering Services - City of Oxnard; Reference #6856-14-CM

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager, Ref #6856-14-CM
300 W. Third Street, Suite: 302
Oxnard CA 93030

CANCELLATION 30 Day NOC/10 Day for NonPay of Prem

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

AUTHORIZED REPRESENTATIVE
Sandy Peters

ACORD 25 (2014/01)

OP ID: SL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/31/2014

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

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

PRODUCER Phone: 800-338-1391 Fax: 888-621-3173
ACEC/MARSH
701 Market St., Ste. 1100
St. Louis, MO 63101
Jeff B. Connelly

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: PENF-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins. Co.	
INSURER B : Hartford Accident & Indemnity	
INSURER C : Hartford Fire Ins.Co.	19682
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Penfield & Smith Engineers Inc
P. O. Box 98
Santa Barbara, CA 93102

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACT.LIAB. X XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			84SBWVL9749 SEVERABILITY OF INTEREST PROFESSIONAL LIAB EXCL	09/01/2013	09/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			84UEGNY1948	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			84SBWVL9749	09/01/2013	09/01/2014	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		84WBGZF2232	09/01/2013	09/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
W.O. #21396.00 GENERAL ON-CALL ENGINEERING SERVICES-CITY OF OXNARD. WHEN REQUIRED BY WRITTEN CONTRACT CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED TO ABOVE COVERAGES EXCEPT W/C AND INSURANCE IS PRIMARY & NON-CONTRIBUTORY TO ANY OTHER INSURANCE CARRIED. A 30 DAYS NOTICE OF CANCELLATION WILL BE GIVEN TO

CERTIFICATE HOLDER

CITYOFO

CITY OF OXNARD
ATTN: RISK MANAGER
REFERENCE NO. 6856-14-CM
300 W. THIRD ST., SUITE 302
OXNARD, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jeff Connelly

NOTEPAD:	HOLDER CODE	CITYOFO	PENF-01	PAGE 2
	INSURED'S NAME	Penfield & Smith Engineers Inc	OP ID: SL	DATE 07/31/14

THE CERTIFICATE HOLDER PER POLICY ENDORSEMENT.

GLAI/AUTOAI/WOCWC

POLICY NUMBER: 84WBGZF2232 WORKERS COMPENSATION
INSURED: Penfield & Smith Engineers Inc

ADDITIONAL COVERAGES WHEN REQUIRED BY WRITTEN CONTRACT

This is a summary of the Coverage provided under the policy:

Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization from whom you are required by written contract or agreement to obtain this waiver, but only with respect to bodily injury arising out of the operations where you are required by written contract or agreement to obtain this waiver of rights from us.

Rev 5.13

POLICY NUMBER: 84SBWVL9749
INSURED: Penfield & Smith Engineers Inc

BUSINESS LIABILITY COVERAGE

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the Coverage provided under the following:

BUSINESS LIABILITY COVERAGE FORM SS 00 08

WHO IS AN INSURED (Section C) states that the following is also an additional insured:

Additional Insured by Contract, Agreement or Permit

Any person or organization is an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the executive of the contract or agreement, or the issuance of the permit.
A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification: or
(b) Supervisory, inspection, architectural or engineering activities.

Primary and Non-Contributory to Other Insurance When Required by Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

Rev 5.13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Agreement No. 6856-14-CM

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of November, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Stantec Consulting Services, Inc., ("Consultant") successor in interest to Penfield & Smith Engineers, which was dissolved on October 24, 2014 and all issued and outstanding shares acquired by Consultant. This First Amendment amends the Agreement entered into on September 9, 2014, by City and Consultant.

City and Consultant agree as follows:

1. The name of the Consultant 'Penfield & Smith Engineers, Inc.' is deleted and replaced with 'Stantec Consulting Services, Inc.'

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

CITY OF OXNARD

James Cameron, Purchasing Agent

STANTEC CONSULTING SERVICES, INC.

HadyIzadpanah, Sr., Principle

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT:

Michael Henderson,
Director General Services/Purchasing Agent

Agreement No. 6856-14-CM

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

(For Projects Involving Federal-Aid Highway Grant Funds)

This Second Amendment (**"Second Amendment"**) to the Agreement for Professional Engineering Services (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 14th day of December, 2015, by and between the City of Oxnard, a municipal corporation (**"City"**), and Stantec Consulting Services, Inc. (**"Consultant"**). This Second Amendment amends the Agreement entered into on September 9, 2014, by City and Consultant, and amended on November 20, 2014 by a First Amendment.

City and Consultant agree as follows:

1. Since funding for the Services is provided, in whole or in part, by the United States Department of Transportation through the Federal Highway Administration (FHWA), effective September 16, 2015 and during the term of the Agreement, Consultant shall also fully and adequately comply with the provisions included in **Exhibit C**, **Exhibit D**, **Exhibit F**, **Exhibit H**, **Exhibit I**, **Exhibit J**, **Exhibit L**, and **Exhibit M** attached hereto and incorporated herein by this reference (the **"Supplemental Requirements"**). With respect to any conflict between such Supplemental Requirements and the terms of the Agreement, the more stringent requirement shall control. With respect to any conflict between federal and State law, the more stringent requirement shall control.

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

Joseph Lillio, Purchasing Agent

CONSULTANT

Hady Izadpanah, Sr., Principal

APPROVED AS TO FORM:

For

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Joseph Lillio, Risk Manager

APPROVED AS TO CONTENT:

Todd Housley, Interim Director

APPROVED AS TO CONTENT:

Ashley Golden, Director
Development Services Department

EXHIBIT C

SUPPLEMENTAL CALTRANS/FHWA CONSULTANT OBLIGATIONS

(Exhibit 10-R, Chapter 10, of the Caltrans Local Assistance Procedures Manual)

Notwithstanding anything to the contrary contained in the Agreement, including the other Exhibits attached thereto, the following provisions shall apply since funding for the Services is provided, in whole or in part, from the United States Department of Transportation:

1. Reports and Meetings.

a. Consultant shall submit progress reports at least once a month. The report shall be sufficiently detailed for the Department Manager (as defined in Section 5 of the Agreement) to determine, if Consultant is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so that the parties can develop appropriate remedies.

b. Consultant's principal-in-charge (as designated in Section 9 of the Agreement) shall meet with the Department Manager, as needed, to discuss progress on the Agreement.

2. Disadvantaged Business Enterprises (DBE) Participation. Consultant shall give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. If the Agreement has a DBE goal, Consultant shall meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with the written approval by City and only for the reason specified in 49 CFR 26.53(f). Prior to requesting City's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

3. Cost Principals and Administrative Requirements.

a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

b. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to City.

d. All subcontracts in excess of $25,000 shall contain the above provisions.

4. Contingent Fee. Consultant warrants, by execution of this Agreement that no person or selling agency has been employed, or retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, City has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and City shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the term of this Agreement and for three years from the date of final payment under the Agreement. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

6. Subcontracting.

a. Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the Consultant.

b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by City.

d. Any subcontract in excess of $25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

e. Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

7. Equipment Purchase.

a. Prior authorization in writing, by City's Department Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in Consultant's cost proposal and exceeding $5,000 prior authorization by City's Department Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this Agreement is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Consultant may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

d. All subcontracts in excess $25,000 shall contain the above provisions.

8. Inspection of Work. Consultant and any subconsultant shall permit City, the state, and the FHWA if federal participating funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

9. Safety.

a. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by any City representative charged with safety compliance. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

b. Pursuant to the authority contained in Section 591 of the Vehicle Code, City has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

c. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this section.

10. Ownership of Data.

a. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this Agreement will automatically be vested in City; and no further agreement will be necessary to transfer ownership to City. Consultant shall furnish City all necessary copies of data needed to complete the review and approval process.

b. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.

c. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by City of the machine-readable information and data provided by Consultant under this Agreement; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by Consultant.

d. Applicable patent rights provisions regarding rights to inventions shall be included in this Agreement as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

e. City may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

f. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this section.

11. Confidentiality of Data.

a. All financial, statistical, personal, technical, or other data and information relative to City's operations, which are designated confidential by City and made available to Consultant in order to carry out this Agreement, shall be protected by Consultant from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by City relating to the Agreement, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

c. Consultant shall not comment publicly to the press or any other media regarding the Agreement or City's actions on the same, except to City's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.

d. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by City, and receipt of City's written permission.

e. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

12. National Labor Board Relations Board Certification. In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

13. Statement of Compliance.

a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

c. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

d. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

14. Debarment and Suspension Certification.

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

15. Prevailing Wages.

a. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

b. Any subcontract entered into as a result of this Agreement if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this section.

16. Conflict of Interest.

a. Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this Agreement, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing City construction project, which will follow.

b. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

c. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this section.

d. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

e. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

f. Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from any compensation owed; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

17. Performance Period. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Agreement, the terms of this Agreement shall be extended by Agreement amendment.

18. Allowable Costs and Payments

a. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal (Exhibit H). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

b. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

c. Specific projects will be assigned to Consultant through issuance of Task Orders.

d. After a project to be performed under this Agreement is identified by City, City will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both City and Consultant.

e. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.

f. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

g. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

h. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

i. Consultant shall not commence performance of work or services until this Agreement has been approved by City, and notification to proceed has been issued by City' Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.

j. A Task Order is of no force or effect until returned to City and signed by an authorized representative of City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by City.

k. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number. Credits due City that include any equipment purchased under the provisions of Section 7 Equipment Purchase of this Exhibit C, must be reimbursed by Consultant prior to the expiration or termination of this Agreement. Invoices shall be mailed to City's Contract Administrator at the following address:

(NAME OF City/ NAME OF CONTRACT ADMINISTRATOR)
(ADDRESS)

l. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

m. The total amount payable by City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment to the Task Order.

n. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

o. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

q. All subcontracts in excess of $25,000 shall contain the above provisions.

19. Audit Review Procedures

a. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.

b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

c. Neither the pendency of a dispute nor its consideration by City will excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

d. Consultant and subconsultant Agreements, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Consultant and approved by City Agreement manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs.

20. Prohibition of Expending City State or Federal Funds for Lobbying

a. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or City appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal Agreement; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal Agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal Agreement, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

c. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

21. Evaluation of Consultant. Consultant's performance will be evaluated by City. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of this Agreement record.

22. Claims Filed By City's Construction Contractor

a. If claims are filed by City's construction contractor or relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with City's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

b Consultant's personnel that City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.

c. Services of Consultant's personnel in connection with City's construction contractor claims will be performed pursuant to a written Agreement amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

d. Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

22. State Prevailing Wage Rates

a. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

b. Any subcontract entered into as a result of this contract, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

c. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

EXHIBIT D

NON-DISCRIMINATION ASSURANCES

(Appendix A to Exhibit B of Caltrans Master Agreement)

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as "**Consultant**") agrees as follows:

1. **Compliance with Regulations.** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "**Regulations**"), which are herein incorporated by reference and made a part of this Agreement.

2. **Nondiscrimination.** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment.** In all solicitation either by competitive bidding or negotiation made by Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by the State of California or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required by Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the State of California or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

5. **Sanctions for Noncompliance.** In event Consultant noncompliance with the nondiscrimination provisions of this Agreement, City shall impose such agreement sanctions as it, the State of California or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding of payments to Consultant under this Agreement until Consultant complies; and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. **Incorporation of Provisions.** Consultant shall include the provisions of sections (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the City, State of California or FHWA may

direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request the City or State of California enter into such litigation to protect the interests of City and State of California, and, in addition Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT F

NOTICE TO PROPOSERS DBE INFORMATION

(Exhibit 10-O1, Chapter 10, of the Caltrans Local Assistance Procedures Manual)

The City has not established a goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term "Agreement" also means "Contract."
- Agency also means the City of Oxnard.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the Contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the Contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the Contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a DBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.

3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific Contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.

1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;

2. Click on Search for a DBE Firm link;

3. Click on *Access to the DBE Query Form* located on the Second line in the center of the page. Searches can be performed by one or more criteria. Follow instructions on the screen.

6. **MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT H

CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Exhibit 10-K, Chapter 10, of the Caltrans Local Assistance Procedures Manual July 2015)

Certification of Final Indirect Costs:

Consultant Firm Name:

____

Indirect Cost Rate: ___________ *for fiscal period ________________

*Fiscal Period Covered for Indirect Cost Rate Developed (not this Agreement period)

Local Government: City of Oxnard

Contract Number: ____________________ Project Number: ____________________

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Agreements:

I, the undersigned, certify that the approximate dollar amount of all A&E Agreements awarded by Caltrans or a California City to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $____________________ and the number of States in which the firm does business is ________.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this Agreement are reasonable, allowable and allocable to the Agreement in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government Agreement shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of this Agreement and is incurred specifically for this Agreement.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all Agreements. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)
Proposed Contract Amount (or amount not to exceed if on-call Agreement):
$____________________

Prime Consultants (if applicable)
Proposed **Total** Contract Amount (or amount not to exceed if on-call Agreement): $
____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

____________________________________ $____________________
____________________________________ $____________________
____________________________________ $____________________
____________________________________ $____________________
____________________________________ $____________________

* Consultant Certification Signature: ____

Consultant Certifying (Print Name and Title):

Name: ____

Title: ____

Consultant Contact Information:

Email: ____

Phone number: ____

Date of Certification (mm/dd/yyyy): ________________________________

*An individual executive or financial officer of the Consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the Agreement.

CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: Stantec Consulting Services Inc.

Indirect Cost Rate: 177.47% = Home Office 127.53% = Field * for fiscal period 01/01/2014 - 12/31/2014

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: City of Oxnard

Contract Number: 6856-14-CM Project Number: ______

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final Indirect Cost Rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and Indirect Cost Rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our Financial Management System meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E Contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $ 750,000 and the number of states in which the firm does business is 50 .

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)
Proposed Contract Amount (or amount not to exceed if on-call contract): $ ____________

Prime Consultants (if applicable)
Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): $ 750,000

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

Hamner, Jewell & Associates	$ Determined by task order
IRJ Engineers, Inc	$ Determined by task order
Jordan Gilbert & Bain Landscape Architects	$ Determined by task order
Michael K. Nunley & Associates	$ Determined by task order
Twining	$ Determined by task order

Consultant Certifying (Print Name and Title):

Name: Don Craig

Title: Vice President

Consultant Certification Signature **: ____________

Date of Certification (mm/dd/yyyy): 9/[redacted]/15

Consultant Contact Information:

Email: don.craig@stantec.com

Phone number: 617-216-9054

**An individual executive or financial officer of the consultant's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the Indirect Cost Rate proposal submitted in conjunction with the contract.

Note: *Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&I and keep copies in Local Agency Project Files.*

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Agreement No. 6856-14-CM

EXHIBIT I

CONSULTANT PROPOSAL DBE COMMITMENT

(Exhibit 10-O1, Chapter 10, of the Caltrans Local Assistance Procedures Manual)

[Attached behind this page]

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Oxnard
2. Contract DBE Goal: 0%
3. Project Description: On-Call Engineering Services
4. Project Location: Various locations by task order
5. Consultant's Name: Stantec Consulting Services Inc.
6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

11. TOTAL CLAIMED DBE PARTICIPATION 0 %

Local Agency to Complete this Section

17. Local Agency Contract Number: 6856-14-CM
18. Federal-Aid Project Number: CML 5129(0)
19. Proposed Contract Execution Date: 9/9/2014

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

20. Local Agency Representative's Signature
21. Date
Cynthia Daniels
22. Local Agency Representative's Name
(805) 385-7871
23. Phone
Project Manager
24. Local Agency Representative's Title

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature
8/3/15
13. Date
HADY IZADPANAH
14. Preparer's Name
805-963-9532
15. Phone
Sr. Principal
16. Preparer's Title

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. **Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
18. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
19. **Proposed Contract Execution Date** - Enter the proposed contract execution date.
20. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT J

CONSULTANT CONTRACT DBE INFORMATION

(Exhibit 10-O2, Chapter 10, of the Caltrans Local Assistance Procedures Manual)

[Attached behind this page]

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: City of Oxnard
2. Contract DBE Goal: 0%
3. Project Description: On-Call Engineering Services
4. Project Location: Various locations by task order
5. Consultant's Name: Stantec Consulting Services I
6. Prime Certified DBE: ☐
7. Total Contract Award Amount:
8. Total Dollar Amount for **ALL** Subconsultants:
9. Total Number of **ALL** Subconsultants:

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount

Local Agency to Complete this Section

20. Local Agency Contract Number: 6856-14-CM
21. Federal-Aid Project Number: CML 5129(0)
22. Contract Execution Date: 9/9/2014, Amendment 9/15/2015

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

23. Local Agency Representative's Signature
24. Date
Cynthia Daniels
25. Local Agency Representative's Name
(805) 385-7871
26. Phone
Project Manager
27. Local Agency Representative's Title

14. TOTAL CLAIMED DBE PARTICIPATION $
0 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

[signature]
15. Preparer's Signature
8/3/15
16. Date
HADY IZADPANAH
17. Preparer's Name
805-963-9532
18. Phone
Sr. Principal
19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT L

DISCLOSURE OF LOBBYING ACTIVITIES

(Exhibit 10-Q, Chapter 10, of the Caltrans Local Assistance Procedures Manual)

[Attached behind this page]

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter ________
date of last report__________

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _______, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _______________

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ ___________ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature ____________
Value ____________

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify_______________

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: Yes ☐ No ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:______________________________

Print Name: ____________________________

Title: _________________________________

Telephone No.: ________________ Date:__________

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

EXHIBIT M

Final Report – Utilization of Disadvantaged Business Enterprises (DBE), Second-Tier Subcontractors

(Exhibit 17-F, Chapter 17, of the Caltrans Local Assistance Procedures Manual)

[Attached behind this page]

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
6856-14-CM	CML 5129(086), (087)	City of Oxnard	

5. Contractor/Consultant	6. Business Address	7. Final Contract Amount
Stantec Consulting Services Inc.	1327 Del Norte Rd, Suite200, Camarillo CA 93010	

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		

15. ORIGINAL DBE COMMITMENT AMOUNT $ ________ 16. TOTAL

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency. Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
2. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
3. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
4. **Contract Completion Date** - Enter the date the contract was completed.
5. **Contractor/Consultant** - Enter the contractor/consultant's firm name.
6. **Business Address** - Enter the contractor/consultant's business address.
7. **Final Contract Amount** - Enter the total final amount for the contract.
8. **Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. **Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2015

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

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

PRODUCER

AON REED STENHOUSE INC.
AON RISK SERVICES CENTRAL, INC.
900 - 10025 - 102A AVENUE
EDMONTON, AB T5J 0Y2

CONTACT NAME: ANDREA OTTO
PHONE (A/C, No, Ext): 1-952-807-0679 FAX (A/C, No): 1-312-381-6608
E-MAIL ADDRESS: ANDREA.OTTO@AON.COM

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	ZURICH AMERICAN INSURANCE COMPANY	16535 A+
INSURER B	SENTRY INSURANCE A MUTUAL COMPANY	24988 A+
INSURER C	ZURICH INSURANCE COMPANY	
INSURER D	SENTRY INSURANCE A MUTUAL COMPANY	24988 A+
INSURER E	ALLIANZ GLOBAL RISKS US INSURANCE	
INSURER F		

INSURED

STANTEC CONSULTING SERVICES INC.
11130 NE 33RD PLACE, SUITE 200
BELLEVUE, WA 98004

COVERAGES CERTIFICATE NUMBER: 315 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY	X		GLO5415704	05/01/15	05/01/16	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY			XCU COVER INCLUDED			DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X CONTRACTUAL/CROSS LIABILITY						PERSONAL & ADV INJURY	$ 2,000,000
	X OWNERS & CONTRACTORS PROTECTIVE						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PRO-JECT X LOC							$
	AUTOMOBILE LIABILITY			90-17043-08	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB X OCCUR			8831307	05/01/15	05/01/16	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)			AGGREGATE	$ 5,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			90-17043-06	05/01/15	05/01/16	WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		STOP GAP/EMPLOYERS LIABILITY ONLY			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

BELLEVUE, WA. STANTEC PROJECT #: 211301242. PO #: 4509687181. RE: CP.6265. INSTALL 4 GW MONITORING WELLS. CERTIFICATE HOLDER AND CONOCOPHILLIPS ARE INCLUDED AS ADDITIONAL INSUREDS BUT ONLY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF OXNARD
ATTN: RISK MANAGEMENT
300 W. THIRD STREET, SUITE 302
OXNARD CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andrea R. Otto

POLICY NUMBER: GLO5415704 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s): CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS

Location(s) Of Covered Operations: GENERAL ON-CALL ENGINEERING SERVICES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
2 The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.
Attached to and forming part of Policy of the Zurich American Insurance Company.
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC., EDMONTON, ALBERTA

Branch.file A I Work # CG 20 10 07 04

POLICY NUMBER: GLO5415704 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE
Name Of Additional Insured Person(s) Or Organization(s): CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS

Location And Description Of Completed Operations: GENERAL ON-CALL ENGINEERING SERVICES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard"

NAMED INSURED: Stantec Inc. CONSULTANT INSURED: Stantec Consulting Services Inc.
Attached to and forming part of Policy of the Zurich American Insurance Company.
AON REED STENHOUSE INC., AON RISK SERVICES CENTRAL, INC , EDMONTON, ALBERTA

A I # CG 20 37 07 04

POLICY NUMBER: 90-17043-03 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
Section IV - Business Auto Conditions, B. General Conditions, 5. Other Insurance, c is amended by the additional of the following sentence:
The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

NAMED INSURED: Stantec Inc CONSULTANT INSURED: Stantec Consulting Services Inc
SCHEDULE
Name of Person(s) or Organization(s): City Of Oxnard, Its City Council, Officers, Employees, Agents And Volunteers

Attached to and forming part of this Policy of SENTRY INSURANCE A MUTUAL COMPANY.
AON REED STENHOUSE INC , AON RISK SERVICES CENTRAL, INC EDMONTON ALBERTA

Branch.file PC AUTO #CA 20 48 02 99

Serial #: 1114

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2015

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

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

PRODUCER

AON REED STENHOUSE INC.
900 - 10025 - 102A AVENUE
EDMONTON AB T5J 0Y2

CONTACT NAME: TAMMIE BESON
PHONE (A/C, No, Ext): 1-780-423-9462 | FAX (A/C, No): 1-780-423-9876
E-MAIL ADDRESS: TAMMIE.BESON@AON.CA

INSURED

STANTEC CONSULTING SERVICES INC.,
PO BOX 98
SANTA BARBARA, CA 93102

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E: CERTAIN U/W'S AT LLOYDS OF LONDON	37540
INSURER F: (BEAZLEY)	

COVERAGES CERTIFICATE NUMBER: 784 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	PROFESSIONAL LIABILITY INCLUDING CONTRACTORS POLLUTION LIABILITY	N/A		QC1505150 NO RETROACTIVE DATE	08/01/15	08/01/16	CLAIM & AGGREGATE LIMIT $3,000,000 INCLUSIVE OF COSTS CLAIMS MADE BASIS	

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

SANTA BARBARA CA. RE: ALL OPERATIONS

CERTIFICATE HOLDER

CITY OF OXNARD
ATTN: RISK MANAGER - REF 4761-09-CM
300 WEST THIRD STREET, SUITE 302
OXNARD
CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tammie Beson

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

DATE: March 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Ingrid Hardy
Cultural & Comm Services Director

Ingrid Hardy

SUBJECT: Carnegie Art Museum Cornerstones 2017 Update Presentation (5/5/5)

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

RECOMMENDATION:

That City Council receive the Carnegie Art Museum Cornerstones Board of Directors' update presentation.

BACKGROUND

The Carnegie Art Museum Cornerstones, having become the management entity of the Carnegie Art Museum as of July 2010, will present an update on the progress and accomplishments made in FY2015-16 in the Carnegie Art Museum's programs, public outreach, community service impact and fund raising.

STRATEGIC PRIORITIES

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

Goal 3. Strengthen neighborhood development, and connect City, community and culture.
Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of

our City, neighborhoods and overall community.

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

Goal 2. Enhance business development throughout the City.
Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.
Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

There is no fiscal impact with the presentation of this update.

ATTACHMENTS:

Attachment A: CAM Cornerstones Summary-2017 Update Presentation

Summary: Carnegie Art Museum Cornerstones 2017 Update

Carnegie Art Museum Cornerstones having become the management entity of the Carnegie Art Museum as of July 2010, the Board of Directors presents this update on the progress made in FY2015-16 on its goals for continuing to advance the Carnegie Art Museum's quality as an artistic anchor for the Downtown district and as an educational resource for the community.

Goals:
Carnegie Art Museum Cornerstones Board's established goals remain in place to guide efforts to increase community support and financial contributions for the Carnegie Art Museum, and they accord with elements of the City of Oxnard's Strategic Priorities for Quality of Life and Economic Development.

Raise the visibility of the Museum in order to increase service to the community, tourism and Downtown business.

1. Increase community engagement through public outreach across all age groups.
2. Increase fund-raising to sustain and grow Museum programs.

FY2015-16 Accomplishments:
Progress on these goals was achieved by successful implementation of the Museum's exhibits, education and public outreach programs.

Marketing & Communications

- Museum visibility to increase community awareness and usage of programs was promoted more widely and made accessible to college students and young professionals through expanded on-line promotion.
- On-going promotional avenues include: the Museum website, monthly Constant Contact enewsletters and eblips, Facebook, Twitter, and, in new FY2015-16, Instagram posts on Carnegie events and Oxnard's architectural highlights.
- 4345 press releases and announcements were distributed.
- Museum's digital footprint and ability to attract tourists Downtown was much enlarged by families and visitors posting on social media their participating in Carnegie events. (Facebook postings may be viewed on the Museum website at carnegieam.org.)

Media Coverage & Exhibits

- Coverage of art exhibits appeared in printed media and on-line in:
VC Star's Timeout, *VC Reporter*, *Happenings*, *ArtScene*, *California Art Club Newsletter*, *Artltd* magazine and KCET *Artbound*.
- *That Great Rock Mass is called the EARTH* by Luke Matjas, Associate Professor of Art and Chair of Art and Performing Arts, California State University Channel Islands received major reviews in *Artscene* and *Artltd.*
- *Subjective Truths,* on contemporary realism by women artists was shown in coordination with the Traditional Representation Art Conference 2016 of California Lutheran University and published as a chapter in the TRAC2016 catalog.
- *Environmental Impact: Selections from the Frederick R. Weisman Art Foundation* with art by artists as Lita Albuquerque, Joe Goode, and Edward Ruscha and *My 70th: Art from the Collection of Joseph Rund and Alfonso Reta* with SoCal Latino artists like Omar d'Leon, CeCi Segura Gonzalez, and Frank Romero were noted for showcasing artists of international repute.
- 15 exhibits were organized and displayed.

Public Outreach

Collaborations were undertaken to foster community engagement and arts education.

- Education staff and volunteers shared information and art projects at booths at: Plaza Park Farmers' Market, United Way Day of Caring, Oxnard Multi- Cultural Festival, Children's Wall of Tears, Earth Day, Oxnard Recreation Community Resources Fair, Rio NFL Family Fun Day, Ventura County Military Collaborative, *Wine Trail* at The Collection, and Oxnard Revival Center's "My Community First" Resources Fair.
- CAM Studio Gallery at 329 N. Fifth Street continued to be leased by CAM Cornerstones, at its expense, to further outreach to those new to using museums and to put into action its commitment to stimulating art and business Downtown. CAM Studio Gallery welcomes the public into a casual, exploratory arts environment where they can watch and speak with a guest artist in action.
- CAM Studio Gallery Guest Artist Project enables artists to use the Gallery's studio space to develop their art for a multi-month period. Guest Oxnard artists Olguin Tapia H, Trish Limbaugh and Phillip Zubiate produced culminating exhibits and conducted workshops for teens and adults. Fiber artist Trish Limbaugh assisted Carnegie's *Artist in the Classroom* project by teaching weaving workshops at Blackstock Junior High.
- *Boys & Girls Club of Oxnard & Port Hueneme- Local Entry Winners of B&GC National Art Contest* was exhibited at CAM Studio Gallery to encourage young artists

Education

CAM Cornerstones' fund raising efforts particularly supported the strong educational mission of the Museum.

- Exhibit tours remained a key Education program and served 80% of Oxnard Schools along with schools throughout Ventura County.
- Oxnard High Multimedia Business Academy Students requested and participated in a day-long tour and workshop with exhibiting artist Luke Matjas, Art Department Chair at CSUCI, concluding in students' "Virtual Museum" Power Point presentation.
- 11 additional Education programs offered: group and college tours, *Art Smart in the-Classroom*, quarterly Free Family Days, children's ArtLab and Building Blocks classes, adult workshops, Arcade Poetry Series, Artist Gallery Talks and CAM Book Club.
- 92 education presentations were given, including 61 tours and classroom visits.

Fund Raising

- 15 membership development and special events were organized ranging from Exhibit Opening Receptions, a "Behind the Scenes" Tour at the Broad Museum, and a "Home is Where the heART is" private collector's home tour.
- *Fiesta Noche de los Muertos- i*ntensive identification and planning of an annual fall fund-raiser was undertaken resulting in the *Fiesta Noche* that took place in October 2016. The *Fiesta* attracted 10 sponsors and gained $8000 in proceeds to support education and exhibit programs.
- CAM Cornerstones raised $39,444 in donations and program related revenue. An additional $6,900 was contributed in-kind as exterior banners and exhibit catalogs.

Service Impact

- Direct visitor and public service was 19,395, which included 9,747 on-site visitors, off-site program participants, outreach and social media subscribers.
- Correspondence and website visitors totaled 63,572.
- Community Engagement total for all services was then 82,867.
- Promotional Outreach for press, exhibit listings, and publication totaled a readership of 463,000 primarily in the geographic region of Southern California.

Carnegie Art Museum Cornerstones Board Members

Steven L. Kinney
President
President, Economic Development Corporation of Oxnard (retired)
Board Member, Arts Collaborative
Board Member, Boys & Girls Club of Oxnard & Pt. Hueneme

Kerry P. Roscoe
Vice President
Scholarship Selection Committee, Ventura County Community Foundation

Virginia Espinoza
Treasurer
Vice President & Branch Manager
Rabobank N.A.-A Street Branch, Oxnard
Board Member, Arts Collaborative
Board Member, The Salvation Army

Joseph A. Rund
Secretary
Attorney at Law

Suzanne Chadwick
Senior Vice President, Santa Barbara Bank & Trust (retired)
Regent, California Lutheran University
Interface Children & Family Services Advisory Council

Amy Cherot
Amgen (retired)
Board Member, Ventura College Foundation

Katrina Maksimuk
Artist/Photographer
Management Analyst, City of Ventura

Cesar Perez
Vice President-Enterprise Account Management,
Impulse Advanced Communications
Oxnard High School Multimedia Business Academy Advisory Board,
Los Ingenieros Alumni Member-UCSB Engineering Club
City of Oxnard Cultural Arts Commission (2014-2016)

Donna Santo
Principal, Donna C. Santo Law Offices
Board Member, Ventura College Foundation

Carmen Ramirez, Esq.
Mayor Pro Tem
Councilmember, City of Oxnard

Jackson Wheeler
Founder, *Arcade Poetry Series*
Adult Team Manager-Ventura Team
Services & Supports Department,
Tri-Counties Regional Center
VC Arts Council, 2017 Literary Treasure

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

DATE: March 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Single Audit FY2016/17 Presentation (20/15/10)

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

RECOMMENDATION:

For the City Council to receive and file a report and presentation on the Single Audit for Fiscal Year 2015/16, ending June 30, 2016.

BACKGROUND

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

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

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

<u>New Findings for FY 2015-16</u>
There were five (5) new findings for FY 2015-16. Four (4) related to Major Federal Award Programs, and one (1) related to Financial Statements.

City Finance Department staff is currently developing policies and procedures for all grants. This includes training of a grant coordinator in the Finance Department and training of various grant program managers in the other departments. The goal is to establish procedures to review grant program requirements for compliance with the terms of the grant, and to ensure timely reimbursement of grant expenditures. The following is a brief summary of the new findings.

Finding 2016-001 Performance Reporting. The CDBG grant requires submission of a summary report. This report is prepared by an outside consultant. The recommendation is for City staff to review the report prior to submission to HUD, and to maintain required documentation showing proof of the reporting. City staff is aware of the requirement and does maintain documentation. However, it was not available at the time of the audit review.

Finding 2016-002 Compensation for Personal Services. All grants require that charges for personnel costs accurately reflect the actual work performed. Due to the timing of the City's payroll processing, timesheets must be submitted prior to the end of a pay period in order to allow adequate time for payroll processing. Therefore 2-3 days must be estimated. This is not unusual, and any adjustments necessary to reflect actual time are made. In this instance, adjustments to personnel costs charged to the CDBG grant were made at fiscal year-end. Finance staff is working with Housing Department staff to minimize the estimated time and to record any necessary adjustments in the following pay period.

Finding 2016-003 Reconciliation to Trial Balance. The Schedule of Expenditures of Federal Awards (SEFA) summarizes all federal grant activity for the fiscal year. For FY 2015-16, the expenditures reported on the SEFA were not reconciled to the City's general ledger. Finance staff has now established procedures for the reconciliation.

Finding 2016-004 Approval on CIP Expenditures. All grants require approval of expenditures by an individual having knowledge of the grant requirements. In three instances, capital expenditures for the Campus Park Gymnasium were not approved by the grant administrator. The project manager approved the expenditures but the grant administrator did not. Procedures are in place for this dual approval, but there was an oversight in these instances. The grant administrator reviewed and approved the expenditures after the fact. Staff is aware of the procedures and will ensure review for proper signatures before processing.

Finding 2016-005 Segregation of Duties between Payroll and Human Resources (HR). The payroll supervisor also has the ability to modify pay rates and benefits. This should be a Human Resources function for proper segregation of duties. However, due to a lack of qualified staffing in the HR Department, the payroll supervisor in Finance was required to perform this function. HR is currently recruiting for adequate staff to assume this function.

Update on the 111 findings from FY 2014-15

Out of the 111, findings from FY 2014-15 staff has determined that 28 are substantially complete and 49 are in process. In October 2016, 53 of the 111 findings were identified as Priority 1A and anticipated to be completed by June 30, 2017. Since the last City Council update, one more finding has been added to Priority 1A, bringing the total to 54. Of those 54, twenty-three are now considered to be substantially complete, twenty-six are now in process, and five have not yet been started. Staff defined "substantially complete" as having implemented controls and/or processes, but which cannot yet be considered "complete" until the external auditors can test the systems as part of their audit of the current year FY 2016-17.

On March 22, Finance staff submitted a status report to the State Controller's Office (SCO) containing this information regarding the updated status of the FY 2014-15 findings. The SCO requires this report on April 1 and October 1 of each year.

FINANCIAL IMPACT

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

ATTACHMENTS:

Attachment A: 2016 Final Single Audit Report in PDF Format

CITY OF OXNARD

SINGLE AUDIT OF FEDERAL AWARDS
WITH INDEPENDENT AUDITOR'S REPORT

FOR YEAR ENDED JUNE 30, 2016

CITY OF OXNARD
CONTENTS
JUNE 30, 2016

EADIE + PAYNE LLP
expect quality.

CERTIFIED
PUBLIC
ACCOUNTANTS
& BUSINESS
ADVISORS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable City Council
City of Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City), as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated January 31, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

Redlands Office 1839 W. Redlands Blvd., Redlands, CA 92373 T. (909) 793-2406 F. (909) 792-3516
Ontario Office 4200 Concours, Suite 360, Ontario, CA 91764 T. (909) 466-5252 F. (909) 466-5250
www.eadiepaynellp.com

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs (marked MW) to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs (marked SD) to be significant deficiencies.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, which are described in the accompanying schedule of findings and questioned costs (marked NC).

During our audit, we also became aware of matters that are opportunities for strengthening internal controls, operating efficiency, and best practices. The accompanying schedule of findings and questioned costs includes our comments and recommendations regarding those matters (marked BP).

The findings noted above include those that were found during our audit of fiscal year 2015. These findings are listed in the accompanying schedule of findings and questioned costs - status of prior-year findings and questioned costs. The audit of fiscal year 2015 was completed two weeks prior to the end of fiscal year 2016; therefore, the City did not have sufficient time to implement a corrective action plan.

City's Response to Findings

City of Oxnard's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Eadie and Payne LLP

January 31, 2017
Redlands, California

EADIE + PAYNE LLP
expect quality.

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The Honorable City Council
City of Oxnard
Oxnard, California

Report on Compliance for Each Major Federal Program
We have audited City of Oxnard's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2016. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility
Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

Redlands Office 1839 W. Redlands Blvd., Redlands, CA 92373 T. (909) 793-2406 F. (909) 792-3516
Ontario Office 4200 Concours, Suite 360, Ontario, CA 91764 T. (909) 466-5252 F. (909) 466-5250
www.eadiepaynellp.com

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that were not identified. We identified certain deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as items 2016-001 to 2016-004 that we consider to be significant deficiencies.

City's Response to Findings

City of Oxnard's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Report on Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units and each major fund of the City as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated January 31, 2017, which contained qualified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for the purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Eadie and Payne LLP

March 3, 2017
Redlands, California

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
AND
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2016

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CATALOG NUMBER	PROGRAM IDENTIFICATION NUMBER	TOTAL PROGRAM EXPENDITURES
U.S. Department of Housing and Urban Development			
Direct:			
Community Development Block Grants	14.218	B-15-MC-06-0534	$ 1,011,695
		B-14-MC-06-0534	848,274
			1,859,969
Direct:			
Emergency Solutions Grants Program	14.231	E-15-MC-06-0534	161,748
		E-14-MC-06-0534	20,860
			182,608
Direct:			
HOME Investment Partnership Program	14.239	M-15-MC-06-0526	276,661
		M-14-MC-06-0526	16,789
		M-12-MC-06-0526	815
			294,265
Total U.S. Department of Housing and Urban Development			2,336,842
U.S. Department of Justice			
Direct:			
Edward Byrne Justice Assistance Grant	16.738	2015-DJ-BX-0764	38,204
		2014-DJ-BX-0862	54,995
		2013-DJ-BX-0737	8,262
		2012-DJ-BX-1010	27,249
			128,710
Passed through the Ventura County Sheriff's Office:			
Edward Byrne Justice Assistance Grant	16.738	BSCC 655-15	35,321
Edward Byrne Justice Assistance Grant		BSCC 655-14	37,606
			72,927
Total U.S. Department of Justice			201,637
U.S. Department of Homeland Security			
Direct:			
Assistance to Firefighters Grant	97.044	EMW-2013-FP-00246	70,901
		EMW-2013-FO-04097	114,914
		EMW-2013-FR-00298	2,691
			188,506

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance and on the Schedule of Expenditures of Federal Awards.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CATALOG NUMBER	PROGRAM IDENTIFICATION NUMBER	TOTAL PROGRAM EXPENDITURES
U.S. Department of Homeland Security (Continued)			
Passed through the Ventura County Sheriff's Office:			
Homeland Security Grant Program	97.073	2015-00078-111-00000	$ 21,724
		2014-00093-111-00000	111,279
			133,003
Staffing for Adequate Fire and Emergency Response Grant	97.083	EMW-2014-FH-00701	783,303
		EMW-2012-FH-00072	823,844
			1,607,147
Total U.S. Department of Homeland Security			1,928,656
U.S. Department of Transportation			
Pass through the State of California Department of Transportation:			
Highway Planning and Construction	20.205	STPLN-5129(012)	358,423
		CML-5129(029)	(109)
		BHLS-5129(069)	262
		BHLS-5129(070)	2,691
		CMLNI-5129 (076)	13,226
		TCSPL-5129 (077)	226
		CML-5129 (078)	3,934
		CML-5129 (079)	21,586
		CML-5129 (081)	41,057
		CML-5129 (086)	35,663
		CML-5129 (087)	219
		HSIPL-5129(082)	2,063
		HSIPL-5129(083)	781
		HSIPL-5129(084)	494,850
		STPL-5129(085)	87,297
		STPL-5129 (048)	886,699
			1,948,868
Federal Transit Formula Grant	20.507	CA-95-X196-00	180,198
Total U.S. Department of Transportation			2,129,066

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance and on the Schedule of Expenditures of Federal Awards.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CATALOG NUMBER	PROGRAM IDENTIFICATION NUMBER	TOTAL PROGRAM EXPENDITURES
Corporation for National and Community Service			
Direct:			
Retired and Senior Volunteer Program	94.002	13SRPCA010	$ 54,078
Corporation for National and Community Service			19,643
Total Corporation for National and Community Service			73,721
U.S. Department of Health and Human Services			
Pass through the County of Ventura Area Agency on Aging:			
Special Programs for the Aging, Nutrition Services	93.045	3C-007-071212	85,906
U.S. Environmental Protection Agency			
Direct:			
Environmental Workforce Development and Job Training	66.815	99T03501	77,344
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 6,833,172

See accompanying notes to Schedule of Expenditures of Federal Awards and Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance and on the Schedule of Expenditures of Federal Awards.

CITY OF OXNARD
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2016

1. **BASIS OF PRESENTATION**
The accompanying schedule of expenditures of federal awards is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). All federal financial assistance passed through other government agencies to the City is included in the accompanying schedule.

2. **BASIS OF ACCOUNTING**
The accompanying schedule of expenditures of federal awards is presented using the modified accrual basis of accounting, which is described in Note I.B. of the notes to the City's financial statements.

3. **RELATIONSHIP TO FEDERAL FINANCIAL REPORTS**
Amount reported in the accompanying schedule of expenditures of federal awards agree, in all material respects, with amounts reported in the financial statements of the City of Oxnard. The following presents a reconciliation of federal expenditures to those reported in the financial statements:

	AMOUNT
Total expenditures per the schedule of expenditures of federal awards	$ 6,833,172
Add: Expenditures of nonfederal awards	176,813,692
TOTAL GOVERNMENTAL FUNDS EXPENDITURES PER THE FINANCIAL STATEMENTS	$ 183,646,864

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)

4. **PAYMENTS TO SUBRECIPIENTS**
For the year ended June 30, 2015, payments to subrecipients consisted of the following:

Federal Grantor/Pass-Through Grantor/Program	CFDA Number	Amount Provided
Department of Housing and Urban Development		
Community Development Block Grants	14.218	
Saint Vincent de Paul		$ 50,000
Community Action of Ventura County		44,200
Livingston Memorial Visiting Nurses		15,000
		109,200
Emergency Solutions Grants Program	14.231	
Kingdom Center		30,000
Ventura County-HSA for Homeless Prevention		24,027
Ventura County-HSA for Rapid Re-housing		22,211
Turning Point for Shelter		40,000
		116,238
Department of Homeland Security		
Homeland Security Grant Program	97.073	
Ventura County Fire Department		67,200
Assistance to Firefighters Grant	97.044	
Ventura County Fire Department		12,560
Department of Justice		
Edward Bryne Justice Assistance Grant	16.738	
Ventura County Police Department		69,286
Ventura County Sheriff's Department		14,950
Thousand Oaks Police Department		10,572
Simi Valley Police Department		10,020
		104,828
TOTAL PAYMENTS TO SUBRECIPIENTS		$ 410,026

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)

5. **FEDERALLY-FUNDED LOANS**

The City administers loans, primarily deferred loans, made from funds provided by the following federal programs for the year ended June 30, 2016:

Federal Programs	Loans Outstanding
Community Development Block Grants (CFDA #14.218)	$ 3,108,175
HOME Investment Partnership Program (CFDA #14.239)	11,083,217

CITY OF OXNARD
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2016

SUMMARY OF AUDITOR'S RESULTS
Financial Statements

Type of auditor's report issued: *Qualified*

Internal control over financial reporting:
Material weaknesses identified? _X_ yes ____ no
Significant deficiences identified? _X_ yes ____ none reported

Noncompliance material to financial statements noted: ____ yes _X_ no

Federal Awards

Internal control over major programs:
Material weaknesses identified? ____ yes _X_ no
Significant deficiences identified? _X_ yes ____ none reported

Type of auditor's report issued on compliance for major programs: *Unmodified*

Any audit findings disclosed that are required by the Uniform Guidance? _X_ yes ____ no

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
14.218	Community Development Block Grant
14.239	HOME Investment Partnership Program
97.083	Staffing for Adequate Fire and Emergency Response

Dollar threshold used to distunguish between type A and type B programs: $750,000

Auditee qualified as low-risk auditee? ____ yes _X_ no

CITY OF OXNARD
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2016

INDEX

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINANCIAL STATEMENTS (Continued)

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS

Finding 2016-001 - Performance Reporting (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants
Name of Federal Agency: Department of Housing and Urban Development
Internal Control over Compliance: Section 3 Summary Reports

Finding: 2 CFR Part 200, Appendix XI, Compliance Supplement requires recipients that administers covered housing and community development assistance in excess of $200,000 in a program year, must submit HUD 60002, Section 3 Summary Report. The City hired an outside consultant to prepare Section 3 Summary Report, however this report was not reviewed prior to submission to Department of Housing of Urban Development. Additionally, the City did not maintain documentation showing that Section 3 Summary Report was submitted as required by the Compliance Supplement (24 CFR sections 135.3(a)(1) and 135.90).

Recommendation: The City should establish policies and procedures to review and approve Section 3 Summary Reports that are prepared by outside consultants and to maintain required documentation showing proof of performance reporting.

City Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include review of reports that are prepared by outside consultants and maintain required documentation showing proof of performance reporting.

Finding 2016-002 - Compensation for Personal Services (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants
Name of Federal Agency: Department of Housing and Urban Development
Internal Control over Compliance: Documentation for Salaries and Wages

Finding: Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. Records must support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award (24 CFR Section 200.430 (h)(4)(v). Due to the timing of payroll processing, timesheets must be turned in before the actual payroll period has ended. As a result, the City estimates payroll for each employee. At year-end, the City adjusted the expenditures to reflect the actual hours for all employees paid with Federal awards.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

Recommendation: The City should establish policies and procedures to support a system of internal control which provides a reasonable assurance that the charges to Federal awards for salaries and benefits are accurate, allowable, and properly allocated.

City Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include review of salaries and benefits charged to grant programs to ensure they are accurate, allowable, and properly allocated.

Finding 2016-003 - Reconciliation to Trial Balance (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants
Name of Federal Agency: Department of Housing and Urban Development
Internal Control over Compliance: Reconciliation of Schedule of Expenditures of Federal Awards to Trial Balance

Finding: The City does not have effective internal control over the preparation of the Schedule of Expenditures of Federal Awards. The City does not reconcile expenditures reported on the Schedule of Expenditures of Federal Awards with amounts reported on the City's trial balance for Fund 285.

Recommendation: The City should establish policies and procedures to reconcile amounts reported on the Schedule of Expenditures of Federal Awards with expenditures in the City's Fund 285 trial balance.

City Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include reconciliation of amounts reported on the SEFA with the City's trial balance.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

Finding 2016-004 - Approval on CIP Expenditures (SD)

CFDA Title and Number: 14.218 - Community Development Block Grants
Name of Federal Agency: Department of Housing and Urban Development
Internal Control over Compliance: Grants Management approval on CIP expenditures

Finding: The City does not have effective internal control over the processing of expenditures paid with federal awards. There were 3 deviations noted during internal control testing for which CIP expenditures for Campus Park Gymnasium did not have approval from Grants Management on the Request for Payment Against Encumbered Funds. All expenditures related to CDBG grant awards should to be approved by Grants Management prior to processing of payment.

Recommendation: The City should establish policies and procedures to ensure that Grants Management properly approves all expenditures that are to be paid with federal awards.

City Response: The City concurs with the recommendation. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include proper approval of all expenditures that are to be paid with grant awards.

FINDINGS AND QUESTIONED COSTS - FINANCIAL STATEMENTS

Finding 2016-005 - Segregation of Duties between Payroll and Human Resources (SD)

Criteria: Segregation of duties -- the functions of authorization, recording or reconciling, and maintaining custody of assets should be segregated.

Finding: There is a lack of segregation of duties in the payroll cycle. Personnel who are have responsibilities in processing payroll also have the ability to make changes to pay rates and benefits in the payroll system.

Cause: There is no control in place to restrict access by payroll personnel to the module that allows them to modify pay rates and benefits.

Effect or potential effect: Employee pay rates and benefits may be changed without proper authorization.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

Recommendation: To ensure proper segregation of duties, access to the human resources module (add, delete, and modify employee data) should be segregated from access to the payroll module (payroll processing). In addition, management should review all changes made to the payroll information to ensure that it reflects accurate and complete information.

City Response: The City concurs with the recommendation. Due to a lack of qualified staffing in the Human Resources Department, the payroll supervisor in the Finance Department was granted access to the human resources module in the financial software system. Human Resources is currently in the process of recruiting for the required positions. Once the appropriate staffing level is achieved, access to the human resources module will be restricted. Until such time, the Controller in the Finance Department will review all changes made to pay rates and benefits in the system for proper approval from the Human Resources Department.

CITY OF OXNARD
STATUS OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2016

Major Federal Programs

Department of Homeland Security

Finding 2015-001 - Compensation for Personal Services

Condition: OMB Circular A-87 requires that an after-the-fact Documentation, semi-annual time certification for employees who work solely on a single Federal awards and monthly time certification for employees who worked on multiple activities. These certifications must be signed by the employee. The required after-the fact documentation is not prepared to support time and effort for employees whose salaries are charged to Federal funds.

Recommendation: It was recommended that the City establish policies and procedures to maintain after-the-fact certification. The form should reflect an after-the-fact distribution of the actual activity of each employee and will be signed by the employee.

Action Taken: We concur with the recommendation, and it was implemented effective July 2016. Staff worked with FEMA representatives to clearly define the required certifications of time worked under the grant. Employees assigned to this grant spend 100% of their time on operations under the grant. Time certifications will be signed by the supervisor acknowledging all the employees that were paid for by the grant and that they worked 100% of their time under the grant. Although no longer a requirement for FY 2015-16, these certifications will continue to be prepared semi-annually.

Current Status: No longer applicable; the requirement was revised by the Uniform Guidance.

Department of Housing and Urban Development

Finding 2015-002 - Subrecipient Monitoring

Condition: Per OMB Circular A-133 Subpart D §___.400(d), a pass-through entity is responsible for monitoring their subrecipient's use of Federal awards to ensure that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of contracts and grant, and that performance goals are achieved. The City passed through funds to Community Action of Ventura County. The City does not request or monitor their performance or financial reports.

STATUS OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS (Continued)

Recommendation: Establish policies and procedures to monitor their subrecipients during the award period through reporting, site visit, regular contact, or other means.

Action Taken: We concur with the recommendation, and it was implemented during FY 2016-17.

The City does have policies and procedures in place to monitor grant subrecipients. For the fiscal year ending 6/30/15, they are contained in Section CR-40 Monitoring 91.220 and 91.230 (page 26) of the annual Comprehensive Annual Performance Evaluation Report (CAPER), approved by the City Council and the U.S. Department of Housing & Urban Development (HUD). The policies cover activities from the pre-award stage, selection of applicants to be subrecipients, to the year-end monitoring and site visits. Quarterly reports from subrecipients, including financial information, are also submitted to the City with information inputted into Integrated Disbursement and Information System (IDIS), a federal database used by HUD.

An on-site monitoring visit was done in October 2015 for Community Action of Ventura County (CAVC). This was in accordance with the schedule and plan spelled out in the CAPER (page 26). Follow-up site visits in October 2015, March 2016, and June 2016 regarding FY 2014-2015 were carried out in March and on June 23 of 2016. FY 2015-16 files were also looked at in June 2016 to see if the weaknesses in the 2014-2015 files had been corrected, however, the site visits were, again, for review of FY 2014-2015 only.

Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, and request reimbursement on a monthly basis. These procedures will also include maintaining proper documentation to support subrecipient monitoring.

Current Status: Implemented during fiscal year 2017.

<u>Finding 2015-003 - Compensation for Personal Services</u>

Condition: OMB Circular A-87 requires that an after-the-fact Documentation, semi-annual time certification for employees who work solely on a single Federal awards and monthly time certification for employees who worked on multiple activities. These certifications must be signed by the employee. The required after-the fact documentation is not prepared to support time and effort for employees whose salaries are charged to Federal funds.

STATUS OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS (Continued)

Recommendation: It was recommended that the City should establish policies and procedures to maintain after-the-fact certification. The form should reflect an after-the-fact distribution of the actual activity of each employee and should be signed by the employee.

Action Taken: We concur with the recommendation, and it will be implemented effective July 1, 2017.

The Housing Department HOME program and Grants Management staff complete a monthly "after-the- fact" Activity Log and Labor Distribution Report, respectively. These records provide "after-the-fact" certification.

Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements. These procedures will also include time certifications signed by the supervisor acknowledging all the employees that were paid for by the grant and that they worked 100% of their time under the grant. Although no longer a requirement for FY 2015-16, these certifications will continue to be prepared semi-annually.

Current Status: No longer applicable; the requirement was revised by the Uniform Guidance. See Finding 2016-002.

<u>Finding 2015-004 - Administrative and Planning Costs</u>

Condition: According to 24 CFR 92.207, a participating jurisdiction may expend for HOME administrative and planning costs an amount of HOME funds that is not more than ten percent of the fiscal year HOME basic formula allocation. During our audit of administrative costs, we noted that 11.17% was expended for administrative and costs.

Recommendation: It was recommended that the City should establish procedures and proper review process to ensure the program is not expending more than ten percent of the funds on administrative and planning costs.

STATUS OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS (Continued)

Action Taken: We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request on a monthly basis, and comply with all reporting requirements. These procedures will reimbursement also include monitoring compliance with administrative expenditure limits.

Current Status: Not a finding in 2016.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
I.	**Control Environment -** *The City demonstrates integrity and ethical values, exercises oversight responsibility, demonstrates commitment to competence, and enforces accountability.*			
2015-005	MW	The City adopted appropriate policies and new management established proper "tone at the top." However, there is need to establish procedures to communicate and enforce the policies as well as monitor and evaluate implementation.	Establish procedures to communicate and enforce the policies as well as to monitor and evaluate the implementation. Responsibilities of each department/division/individual should be detailed in the procedures manual. Internal controls are most effective when responsibility for a given task is assigned to an individual.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.
2015-006	MW	Performance evaluations were not performed timely at all levels of the City. The City needs to hold individuals accountable for their internal control responsibilities.	Establish a process to evaluate employees' performance and implement regularly.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Initial meetings have been held to discuss core competencies for the City. Department heads have also begun to review and make recommendations for changes to the performance evaluations.
2015-007	MW	Employees in the Finance Department were not properly trained to perform their tasks.	Establish a training program to improve Finance Department employees' knowledge and skills.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. A training program will be developed, but the current workload to correct all identified issues has not allowed enough time for staff to develop such a program. However, some training has already occurred. In FY 15/16 Intermediate Governmental Accounting and Gas tax training were held and in FY 16/17 Cognos (query based) and payroll training were held.
2015-008	MW	The City did not have an audit committee.	Establish an audit committee, along with a charter to govern its conduct. Members of this committee should be provided training.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The Fiscal Policy Task Force meets on a monthly basis and has been acting in this capacity since July 2016, but without a formal charter. The City will implement a formal charter.
2015-009	MW	There was a severe lapse in the City's financial operations when key Finance Department personnel left due to a lack of qualified successors.	Develop a succession plan for the Finance Department.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. The majority of Finance staff is fairly new - less than three years in their position. The current workload to correct all identified issues has not allowed enough time for staff to develop a complete succession plan, but it is planned for completion in FY 2018-19.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
I.	**Control Environment -** *The City demonstrates integrity and ethical values, exercises oversight responsibility, demonstrates commitment to competence, and enforces accountability. (Continued)*			
2015-010	MW	The Finance Department did not have sufficient staff, particularly in managerial positions.	Fill vacancies with qualified staff immediately.	We concur with the recommendation, and it was implemented effective October 2016 with the hiring of a Chief Financial Officer (CFO) and two Assistant CFO's.
II.	**Risk Assessment -** *The City specifies suitable objectives with sufficient clarity to enable the identification and assessment of risks, identifies and analyzes risks, considers the potential for fraud, and assesses environmental changes that could significantly impact the system of internal control.*			
2015-011	SD	City performed Organizational Assessment during the year 2015 and plan to continue implementation of the 3-year process to address the issues. No risk assessment related to accounting and financial reporting has been performed. No fraud risk assessment has been performed.	Establish procedures to perform a risk assessment related to accounting and financial reporting. The risk assessment should include identifying types of accounting errors, policy violations, fraud, or non-compliance with agreements, contracts, laws and regulations, as well as a plan of action to mitigate risks.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.
III.	**Control Activities -** *The City selects and develops control activities to enhance accuracy and reliability of its accounting records and financial reports, selects and develops general control activities over technology, and deploys control activities through policies that establish what is expected and procedures that put the policies into action.*			
2015-012	MW	The City's system of internal control is not designed to reduce the risk that accounting and financial reporting errors or fraud could occur and not be detected.	Develop an integrated system of internal control that defines control activities across the various departments, not just the Finance Department. Policies, procedures, and related internal controls should be documented, communicated to all affected members of City staff, and updated regularly. Implementation should be monitored closely.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.
2015-013	MW	The City does not have properly-designed, implemented, and effective policies, procedures, processes, and controls surrounding its financial reporting process to ensure that all non-standard adjustments are adequately researched, supported, and reviewed prior to their recording in the general ledger.	Establish new or improve existing policies, procedures, and related-internal controls to ensure that all non-standard adjustments impacting the general ledger are adequately researched, supported, and reviewed prior to their recording in the general ledger.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III.	**Control Activities -** *The City selects and develops control activities to enhance accuracy and reliability of its accounting records and financial reports, selects and develops general control activities over technology, and deploys control activities through policies that establish what is expected and procedures that put the policies into action. (Continued)*			
2015-014	MW	The City does not have properly-designed, implemented, and effective policies, procedures, processes and controls surrounding its financial reporting process to completely support beginning balance and year-end close-out related activity in its general ledger.	Refer to specific recommendations below. III. B., C., G., I., J., K., L., M., N., and O.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.
2015-015	MW	The City has ineffective controls affecting some key financial reporting processes including weaknesses in transactional and supervisory reviews over cash, receivables, capital assets, and construction in progress, accounts payable, and long-term liabilities.	Refer to specific recommendations below. III. B., C., G., I., J., K., L., M., N., and O.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. The City Treasurer's Department received a surprise field audit review In December 2016 by the auditors. The auditor looked at the cash handling, safekeeping, reconciliation of cashier drawers, and the transfer of the daily cash to the Security guards. We were informed that the staff performed the necessary cash function properly and that there was double custody of the cash at all times.
2015-016	MW	The City was unable to effectively identify potential technical accounting issues, analyze the relevant facts and circumstances, and respond to auditor inquiries in a timely manner.	Refer to specific recommendations below. III. B., C., G., I., J., K., L., M., N., and O.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.
2015-017	MW	The City does not have an effective general ledger system. The City uses HTE software, which was developed almost two decades ago. In addition, the City has 176 self-balancing funds and over 8,300 accounts in its chart of accounts;1,600 of these are balance sheet accounts. This system has severe functional limitations contributing to the City's challenge of addressing systemic internal control weaknesses in financial reporting.	Establish new, or improve the existing, general ledger system to enable it to process, store, and report financial data in a manner that ensures accuracy, confidentiality, integrity, and availability of financial data without substantial manual intervention.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2018-19.
III. A.	**Budget -** *Management reviews the City's financial statements on a periodic basis and investigates significant variances from budgets and expected results.*			
2015-018	SD	The FY 2015 budget lacked detail, and management did not keep track of its budgeted revenue and expenditures. Department heads are supplied a budget to actual comparison on a monthly basis for review, but there was no formal process for investigating significant variances.	Continue to provide department heads with budget to actual comparison on a monthly basis. Establish an effective process to identify and investigate significant variances from budgets and expected results.	We concur with the recommendation, and it will be implemented effective July 1, 2017. City will create a written process to share with departments on variance reconciliation. The majority of budget line items was developed via department's meetings and augmentation adopted by Council. Details are filed. A written policy will be created to ensure all departments are responsive and accountable for significant budget variances.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. B.	**Fund Balance -** *Management reviews fund balance and net position accounts to ensure amounts are valid.*			
2015-019	MW	Beginning fund balances did not agree with prior-year audited financial statements. Audit adjustments were not posted to the general ledger. Journal entries were inappropriately posted to fund balance during the year.	Audit adjustments must be posted to the general ledger at the end of the audit, and beginning fund balances should be agreed with audited financial statements. Controls should be put in place to allow only authorized personnel to approve journal entries that affect beginning fund balances during the year.	We concur with the recommendation, and it was implemented effective in December 2016. Following the January 31, 2017 issuance of the FY 2015-16 CAFR, staff began posting all final audit adjustments to the general ledger system and will perform a reconciliation of beginning fund balance per the general ledger to the CAFR.
III. C.	**Bank Reconciliations:** *Bank reconciliations are prepared and reviewed in a timely fashion. Bank statements are received and reviewed by a responsible person other than the person who reconciles the bank account before being submitted for reconciliation.*			
2015-020 *Original Finding: 2014-002*	MW	The bank reconciliation for the general account was not performed since November 2014.	Bank reconciliations should be prepared every month. A full-time employee should be assigned to prepare the bank reconciliations. This person should be dedicated to this process until all monthly bank reconciliations are up to date. Bank reconciliations should be reviewed by another person who has sufficient knowledge and skill to perform the task. The process for bank reconciliation should be detailed out in writing.	We concur with the recommendation, and it was implemented effective October 2016. As of February 2017, bank reconciliations for the General bank account have been completed through the month of November 2016.
2015-021	MW	Bank reconciliations for the AIMS and Parking Citation bank accounts were not performed. The balances for these accounts were not recorded in the general ledger.	The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The Human Resources Department is currently reviewing third-party services to perform the bank reconciliations for the AIMS (worker's compensation) bank account. The parking citation bank account has a low volume of activity and will be reconciled on an annual basis every June 30.
2015-022	MW	Bank reconciliations for the general and CDC Successor Agency accounts for periods prior to November 2014 were prepared but not reconciled to the general ledger.	The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.	We concur with the recommendation, and it was implemented effective October 2016. As of February 2017, bank reconciliations for the CDC Successor Agency bank account have been completed through the month of November 2016.
2015-023	MW	PACC bank account activities were not recorded fully.	The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.	We concur with the recommendation, and it was implemented effective October 2016. Bank reconciliations have been completed through the month of November 2016.
2015-024	MW	Cash with fiscal agents accounts were not reconciled monthly to the general ledger.	The bank reconciliation process should include reconciling cash with fiscal agents.	We concur with the recommendation, and it was implemented effective October 2016. Bank reconciliations have been completed through the month of November 2016.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. C.	**Bank Reconciliations:** *Bank reconciliations are prepared and reviewed in a timely fashion. Bank statements are received and reviewed by a responsible person other than the person who reconciles the bank account before being submitted for reconciliation. (Continued)*			
2015-025	MW	Bank accounts were opened without the Treasurer's Office's knowledge.	Only the Treasurer should be allowed to open bank accounts on behalf of the City. All bank statements should be sent directly to the Treasurer's Office. The Treasurer's Office should review the bank statements, retain the original, and send copies to the personnel who prepares the bank reconciliation.	We concur with the recommendation, and it was implemented effective December 2016. The Treasurer's Department will be in possession of all the extra bank accounts by February 17th. We are allowing this extended number of days so that each bank account handler can receive the January bank statements to reconcile their accounts before we take possession. We have already taken possession of the Recreation Department savings account. The only other exception are the 3 RaboBank bank accounts. There was a meeting held Tuesday the 14th where the Cultural Community Services Director, City Attorney, City Auditors, City Treasurer, CFO and staff reviewed the documents to determine who does the money in those bank accounts belong to. However, during the meeting it was brought to our attention that the operating agreement between the non-profit PAC and the City of Oxnard had expired in 2010 and had not been renewed. It was then determined that the City Attorney would work on a revised agreement between the PAC and the City, which would also contain the determination of who owns the money in those RaboBank accounts for final disposition.
2015-026	SD	Finance department did not have access to complete monthly bank statements or complete outstanding check lists for all accounts.	The Treasurer's Office should forward copies of all bank statements to the Finance Department. All back-up documentation used in reconciliations prepared by the Treasurer's Office and other departments, i.e., outstanding checks and deposits in transit listings, should be provided to the Finance Department.	We concur with the recommendation, and it was implemented effective June 2016. The Treasurer's Department provided the Finance Department management staff with access to the City's bank account statements online. The Treasurer's staff is one month behind in verifying the bank statements. We are currently completing the December 2016 bank verification. When we complete each verification we forward the statement (copies) along with our worksheet and other source documents to the Finance Department. Once we get the staffing we need, it is expected that bank verification will be done within 2 weeks of receiving the statement from the banks.
2015-027	SD	The Finance Department did not have access and history of prior reports used for reconciliation. All processes and reports needed for the reconciliation process had to be discovered and requested by finance management.	Finance manager needs to have a full understanding of all Treasury activities to assess if there are any procedures or reporting that can be used to make the monthly bank reconciliation more efficient across departments. The Finance Department and Treasurer's Office should establish procedures to enhance cooperation.	We concur with the recommendation, and it was implemented effective October 2016. Finance began working with Treasurer's staff in October 2016 and established communication to ensure timely sharing of information necessary to complete the monthly bank reconciliations.
2015-028	MW	Daily cash receipts posting to the general ledger were not reconciled to cash entries and to bank activities. Therefore deposits in transit were not tracked for bank reconciliation.	The finance department management needs training from current software provider on how the cash related modules should be interacting, reports used to tie out the modules, and if there are keys that links those modules together.	We concur with the recommendation, and it will be implemented effective June 30, 2017. In January, staff began coordinating training with the current software provider and expects to have training conducted in this area by June 30, 2017.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. C.	**Bank Reconciliations:** *Bank reconciliations are prepared and reviewed in a timely fashion. Bank statements are received and reviewed by a responsible person other than the person who reconciles the bank account before being submitted for reconciliation. (Continued)*			
2015-029	SD	Pooled cash batches are a summary of various batches by module. There are multiple batches per modules: accounts payable, accounts receivable, payroll, and cash receipts batches. Newly-hired finance management have not found logic of how system entries are batched together. Current batching is very labor intensive to review.	Finance department staff needs training from current software provider on how the cash-related modules should be interacting, reports used to tie out the modules, and if there are keys that links those modules together.	We concur with the recommendation, and it will be implemented effective June 30, 2017. In January, staff began coordinating training with the current software provider and expects to have training conducted in this area by June 30, 2017.
III. D.	**Electronic Payments (EFT/ACH) -** *EFTs are numbered and the sequence is accounted for regularly.*			
2015-030	SD	Check numbers were not in sequential order (Duplication/Skipping). Problem stems from manual assignment of EFT check numbers.	The Treasurer's Office should assign sequential control numbers to each wire. The Finance Department should enter the information into the accounting system.	We concur with the recommendation, and it was implemented effective December 2016. The Treasurer's Department forwards the source documents for each ACH and EFT directly to the Finance Department. The Finance Department assigns 'check' numbers to each ACH and EFT transactions for purposes of posting them into the general ledger. Staff has been trained to assign sequential control numbers to each wire, and to include the EFT control number on the excel listing. Before the change, the Finance staff assigned check numbers based on the list of unused check numbers, which could have made it appear as though an ACH or EFT was issued earlier than it actually was. For example, if 'check' numbers 5,6,and 7 were used on Feb 13th, and the next check run used 'check' numbers 10,11, 12 on Feb 15th, the unused numbers 8 and 9 would be used for 2 ACH transaction on February 16th making it appear as though the ACH transaction were out of order.
2015-031	BP	Excel listing of EFTs did not list the check number assigned to the payment and did not list the batch/group number posted to the general ledger.	Excel listing of EFTs should include the EFT control number as well as the batch/group number.	We concur with the recommendation, and it was implemented effective December 2016. The Treasurer's Department forwards the source documents for each ACH and EFT directly to the Finance Department. The Finance Department assigns 'check' numbers to each ACH and EFT transactions for purposes of posting them into the general ledger. Staff has been trained to assign sequential control numbers to each wire, and to include the EFT control number on the excel listing.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. D.	**Electronic Payments (EFT/ACH) -** *The check signer reviews all supporting documentation prior to signing the check or wire transfer authorization.*			
2015-032	SD	The Treasurer did not review all supporting documentation prior to signing the check or wire transfer authorization.	The Treasurer or designated individual in the Treasurer's Office should review all supporting documentation prior to signing the check or wire transfer authorization.	We concur with the recommendation, and it was implemented effective December 2016. The Treasurer is working with the City Manager, Assistant City Manager and CFO to develop a good working arrangement that allows for the Treasurer to review all supporting documentation prior to signing the checks, wires, and ACH transactions.
2015-033	SD	Proper documentation of wire transfers was not maintained by the Finance Department.	The Finance Department should maintain a complete copy of the wire transfer authorization package, including all supporting documentation.	We concur with the recommendation, and it was implemented effective December 2016. Finance staff met with Treasurer's staff in early December 2016 and established a procedure for ensuring all proper supporting documentation for wire transfers is maintained in the Finance Department.
III. D.	**Electronic Payments (EFT/ACH) -** *The procedures and responsibilities of various departments related to electronic payments are sufficiently defined and enforced.*			
2015-034	SD	There were no written procedures related to electronic payments and responsibilities of the requesting department, Treasurer's Office, and Finance Department are not clearly defined. The Treasurer's Office did not have a current list of authorized signers.	The Finance Department should review the EFT payment process to improve the current procedures. After approval by appropriate departments, all EFTs should be received by the Finance management. Finance management will review for proper department approvals, general ledger coding, and supporting documentation (including budget support). Finance management will forward to Treasurer's Office for disbursements. No department should send wire requests directly to the Treasurer's Office.	We concur with the recommendation, and it was implemented effective December 2016. Finance staff met with Treasurer's staff in early December 2016 and established a procedure for ensuring that Finance management will review all wire transfers for proper department approvals, general ledger coding, and supporting documentation (including budget support); and that no department should send wire requests directly to the Treasurer's Office.
III. D.	**Electronic Payments (EFT/ACH) -** *The Finance Department has policies and procedures in place to record EFTs accurately in the proper period.*			
2015-035	MW	There was no supervisory review of EFT entries. Payment/posting against cash had been inconsistent and made to the wrong accounting period.	Staff needs additional training in handling EFTs and postings should be reviewed regularly. The payment period needs to be distinguished from invoice period.	We concur with the recommendation, and it was implemented effective December 2016. Posting against cash is performed in the Finance Department. In the Treasurer's Department there is supervisory review of EFT's before they are disbursed, except for payments to Delta Dental and CalPERS, which are issued directly by the Finance Department staff before the City Treasurer has the opportunity to review them. All other ACH and EFT transactions are performed under a double custody method where no one person can initiate and complete an ACH or EFT transaction alone. And only 4 people in the Treasurer's Department know the security codes, again except for the Delta Dental and CalPERS wires. The Treasurer's staff submits the source documents for every entry into the system for ACHs and EFT transaction directly to the Finance Department. The Treasurer, Finance Director and Human Resources Director are working to stop the issuance of ACH or EFT (wire) transfers from any other department other than from the Treasurer's Department. It is expected the correction will be completed by June 1, 2017.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. D.	**Electronic Payments (EFT/ACH) -** *The Finance Department has policies and procedures in place to record EFTs accurately in the proper period. (Continued)*			
2015-036	MW	Payroll wires recorded through a journal voucher covered two accounting periods.	Split payroll journal voucher according to wire dates.	We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to record payroll-related wires according to the wire date.
2015-037	MW	Payments could not be properly traced to supporting documentation because use of “miscellaneous vendor - #99999”.	Stop using the “miscellaneous vendor” account. All vendors need to be set up individually in the vendor master file. Current vendor master file needs to be reviewed.	We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to set up all vendors individually in the vendor master file, and to discontinue the use of a “miscellaneous vendor” account.
2015-038	MW	CDC checks and deposits were coded to the wrong pooled cash fund (997 – general vs. 998 – CDC).	Review HTE report against bank EFT posting by accounts payable (AP) personnel needs to be done monthly.	We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to review all Successor Agency (former CDC) transactions for coding to the proper accounts. The Treasurer's office will perform a secondary review to assure the proper account number is used.
2015-039	MW	Recording of CDC loan principal repayment wire to the City was inadvertently reversed in the general ledger causing City and CDC pooled cash funds to be out of balance. Journal voucher has been prepared to correct.	Review HTE report against bank EFT posting by accounts payable (AP) personnel needs to be done monthly.	We concur with the recommendation, and it was implemented effective December 2016. Finance staff has been trained to review all Successor Agency (former CDC) transactions posted to the general ledger and reconcile them on a monthly basis.
III. E.	**Cash Receipts -** *Cash receipts are deposited in separate bank accounts when legally or contractually required. A separate bank account is maintained for CDC Successor Agency.*			
2015-040	SD	A separate bank account was maintained for CDC Successor Agency. However, in collapsing of prior RDA funds (421-425) into new Successor Agency fund (429), an error in the journal voucher left balances in City pooled cash fund (997) per general ledger. After further investigation, adjustments had been made to correct the error.	Joint review of prior cash transfers between the City and CDC Successor Agency is needed. Non-standard journal entries especially those affecting cash transactions between City and CDC Successor Agency should be reviewed by CFO, not only to evaluate the accounting treatment, but also to consider compliance with state laws and regulations affecting former RDAs. The Economic Development Department head should be consulted as appropriate.	We concur with the recommendation, and although it has been identified as Priority 1B, it will be implemented effective July 1, 2017. Finance staff will coordinate with the Economic Development Department to review all Successor Agency (former CDC) transactions to evaluate the accounting treatment, and to consider compliance with state laws and regulations affecting former RDAs.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. E.	**Cash Receipts -** *There are adequate procedures to detect whether cash received in locations other than the Treasurer's Office are deposited intact promptly.*			
2015-041	SD	There were no procedures in place to perform internal audits of cash receipts in various locations within the City organization.	Random audits of cash receipts should be performed.	We concur with the recommendation, and it was implemented effective January 2017. The Treasurer's Department staff performed a surprise cash reconciliation audit of the MRF and provided guidance and direction to the Department Head, supervisorial staff and line staff and suggestions for improving the cash controls. It was suggested that daily cash pickup instead of once a week pick up by security should be implemented to mitigate potential for loss. Initial steps have begun for example the City Clerk's old unbound cash receipts have been replaced with bound pre-numbered receipts. The Treasurer's staff have reviewed the petty cash process in many departments and will continue to provide training for all other departments this year.
III. E.	**Cash Receipts -** *Cash receipts are reconciled to general ledger postings daily.*			
2015-042	SD	There are no written procedures in place for reconciliation of daily cash receipts.	Cash receipts should be reconciled to general ledger postings daily.	We concur with the recommendation, and it will be implemented effective July 1, 2017. This will require all departments to be trained on proper reporting of cash to finance. Staff needs to reconcile daily cash before posting GL and follow-up needed. The Treasurer's staff is in the process of preparing written procedures for many of the daily functions performed by staff. There is a cash management manual, which is being updated to conform with City Codes and State law. Staff follows the procedures that have been handed down over the years and will be working with other departments and consultants to prepare written instructions of the function performed.
III. F.	**Journal Entries to Cash Accounts -** *Adjustments of cash accounts are approved and documented by the appropriate level of management.*			
2015-043	MW	The process of preparing, reviewing, and approving journal entries was not properly designed. The CFO or acting CFO was responsible to review hundreds of journal entries, many of them affected cash, which rendered the control ineffective. The accounting system is not set up to record standard recurring entries.	Journal entries that affect cash should be thoroughly reviewed. However, the review process should be designed so that there are various levels of review. Recurring journal vouchers pre-approved via an amortization schedule should not need approval by CFO. In addition, monthly journal vouchers should be standardized and supporting documentation should be maintained.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. This will be handled by the Asst. CFO and/or Controller. Examples are: standard debt payments based on amortization schedule.
2015-044	MW	An out-of-balance journal entry was found and correction was necessary to balance cash in the CDC Successor Agency Fund.	Journal entries should be reviewed before posting in the general ledger. In addition, cash-related journal entries should be reviewed by the person performing bank reconciliation during the bank reconciliation process.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. F.	**Journal Entries to Cash Accounts -** *Adjustments of cash accounts are approved and documented by the appropriate level of management. (Continued)*			
2015-045	MW	Journal entries were posted to CDC Successor Agency Fund cash without adequate supporting documentation.	Journal entries should be reviewed along with appropriate documentation. Sufficient documentation should be maintained with the journal entry voucher.	We concur with the recommendation, and although it has been identified as Priority 1B, it was implemented effective August 2016.
2015-046	MW	Reversing journal vouchers are not posted in a timely manner and prior-year reversing accruals are not easily found in following year log.	It is recommended that reversing journal vouchers reference original voucher, original batch number, and posted to period 1 of the following year.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The software system needs to be set-up to do posting/reversing journal vouchers. Training or assistance from HTE may be needed. In January, staff began coordinating training with the current software provider and expects to have training conducted in this area by June 30, 2017.
2015-047	MW	Journal vouchers and accounts payable check registers are not separated by type of transactions in the pooled cash general ledger detail. Both are currently shown as type "AJ" and description "Journal Summary". Miscellaneous journal vouchers review for accuracy is not efficient.	Obtain technical support from 'HTE' to see if there are options or other processes to separate AP check registers and journal vouchers by type.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment. In January, staff began coordinating training with the current software provider and expect to have training conducted throughout FY 2017-18.
2015-048	MW	HTE system reports are not in a format that can be easily and efficiently used for review.	Obtain technical support from 'HTE' to generate reports that can be utilized for review and analytical procedures.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The current software system requires a separate report writing application in order to generate customized reports. Staff is currently training users on the report writing application.
III. G.	**Investments -** *The Treasurer's Office monitors risks associated with deposits and investments and prepares appropriate reports to the governing board.*			
2015-049	SD	The Treasurer's Office did not maintain a complete and accurate Treasury ratings report.	Treasury ratings should be monitored to comply with investment policies. The Treasurer's Office should prepare the report quarterly.	We concur with the recommendation, and it was implemented effective December 2016. Since December 2016, the Treasurer has proper ratings for every investment that needs a rating. Instruments of the United States 'Treasuries' do not get a rating because they are secured by the full faith and credit of the United State Government. There may be times when a GSE (U.S. Government sponsored Enterprise), an agency instrument, has only one rating company provide a rating. There is no law that requires a government to pay the cost of more than one rating company. On occasion there will be an instrument with only one rating from either Fitch, S&P, Moody's or FDIC. CDs are purchased from time to time, and the City purchases a face value of less than $245,000 so that the both the premium and earned interested is covered by FDIC.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. G.	**Investments -** *Cash and investments are valued at fair value.*			
2015-050	SD	Cash and investments were not reported at fair market value.	Fair value adjustments should be determined at least quarterly, included in the Treasurer's quarterly reports, and posted to the general ledger.	We concur with the recommendation, and although it has been identified as Priority 1B, it is expected to be implemented effective July 1, 2017. The Treasurer's office produces monthly investment reports to Council, staff and Finance Department which shows the fair market value amount for each investment, which is provided by AvantGard APS2 (HTE) Sungard. That information is provided to the Finance Department monthly when the investment report is prepared. However, due to shortages in staffing that report is 2 months behind. Additionally, Finance Department staff will be trained on the AvantGard interface with Sungard HTE general ledger system to ensure proper posting.
III. H.	**Accounts Receivable -** *The receivables aging/subledger is reviewed and reconciled to the general ledger.*			
2015-051	MW	A reconciliation of accounts receivable against the general ledger was not performed periodically or at year-end.	The receivable aging/subledger should be reconciled to the general ledger periodically by the Finance Department.	We concur with the recommendation, and it will be implemented effective July 1, 2017. With the recent completion of the FY 2015-16 financial audit, staff will begin training on the required periodic reconciliations.
2015-052	MW	The review of aging and collections for utilities were not centralized in the Finance Department. Review is not tied into the postings to the general ledger.	The receivable aging/subledger reconciliation by Finance Department should include utilities receivable.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. With the recent completion of the FY 2015-16 financial audit, staff will begin training on the required periodic reconciliations.
III. H.	**Accounts Receivable -** *Delinquent receivables are reviewed.*			
2015-053	MW	Receivable aging reports were not reviewed by the Finance Department management for delinquent amounts. The allowance for uncollectibles was not analyzed or adjusted at year-end.	The receivables aging/subledger should be reviewed for delinquent amounts. Adjustments for allowances and/or write offs need to be approved by authorized personnel.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. With the recent completion of the FY 2015-16 financial audit, staff will begin training on the required periodic reconciliations.
III. H.	**Accounts Receivable -** *Accounting policies and procedures specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.*			
2015-054	MW	There were no written accounting policies and procedures that specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.	Accounting policies and procedures must specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. With the recent completion of the FY 2015-16 financial audit, staff will begin training on the required periodic reconciliations.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. I.	**Grants Management -** *Reconciliation for grant financial reports with supporting accounting records are prepared, reviewed and approved by responsible official before filing.*			
2015-055	MW	Accounting for grants was decentralized and no one in Finance was responsible for reviewing grant funds. This condition caused many errors, including unrecorded grants receivable, notes receivable, deferred revenues, and negative fund balances.	A responsible person in the Finance Department should be assigned to oversee the accounting of grants. Detailed policies and procedures should be developed, communicated to all departments who handle grant funds, implemented and monitored to ensure proper accounting and reporting of grants.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.
III. I.	**Grants Management -** *Financial reports and claims for advances and reimbursements agree with supporting financial records and general ledger.*			
2015-056	SD	Grants receivable were not tracked and reconciled to the general ledger on a monthly basis.	The City should establish procedures to ensure that all reimbursable costs or contract costs are billed and adherence to those procedures must be periodically reviewed by the appropriate level of management.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.
2015-057	SD	FEMA - revenue was greater than expenditures due to accounts receivable not being recorded properly prior year. As a result, there is an overstatement of revenue of $600,000 in the current year.	The City should establish procedures to ensure that all reimbursable costs or contract costs are billed and adherence to those procedures must be periodically reviewed by the appropriate level of management.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. I.	**Grants Management -** *The City has a written procurement manual that complies with the applicable grant agreements and the Uniform Guidance.*			
2015-058	BP	Procedures for grant management in accordance with the new Uniform Guidance have not been adopted.	The City should adopt the new Uniform Guidance and procedures should be put in place to implement the policy.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18.
2015-059	BP	Grant agreements are not maintained in an orderly manner in the Finance Department to assist in the complete and accurate recording in the general ledger.	All grant agreements should be reviewed and filed in the Finance Department. During review, the person responsible for grants should identify terms and conditions that affect accounting and financial reporting as well as compliance.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.
2015-060	BP	The City does not have a cost allocation plan for Federal awards. Only direct payroll is charged against Federal awards.	The City should establish what is considered allowable direct and indirect costs for Federal awards. The City may be able to charge additional payroll in the Finance department for work employees do related to Grants.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.
2015-061	SD	There are no procedures in place to inform the Finance Department what items get capitalized and what items were donated.	Establish procedures for grant coordinators to communicate to the Finance Department when there are items that need to be capitalized and when capital assets are donated.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2017-18. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. I.	**Grants Management -** *The City has established controls to preclude charging state and federal award programs with unallowable costs and expenditures.*			
2015-062	SD	Several state grant funds have negative fund balances due to the unallowable costs and expenditures incurred in the past.	The City should take corrective action to cure the negative fund balances in state and federal grants and should establish controls to avoid future negative fund balances.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff is currently developing policies and procedures for all grants, including Federal, State, and County. This will include training of a grant coordinator and training of various grant program managers to establish procedures to review grant expenditures for compliance with terms of the grant, request reimbursement on a monthly basis, and comply with all reporting requirements.
III. J.	**Notes Receivable -** *Receivables are recognized when a legally-enforceable claim is established.*			
2015-063	MW	Notes receivable were not recorded in the general ledger. There were no policies and procedures in place to recognize long-term loan agreements entered into by the various departments with approval from City Council.	Policies and procedures should be established to obtain all long-term agreements entered into by various departments. These agreements must be reviewed for proper accounting treatment by the appropriate level of management.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will train other departments to identify long-term agreements that have a financial impact and establish procedures for obtaining those agreements for review by Finance Department staff.
2015-064	MW	Notes receivable agreements are not maintained in an orderly manner in the finance department to assist in the complete and accurate recording in the general ledger.	All long-term receivable agreements should be obtained and maintained by the Finance Department. A member of the Finance Department should be assigned to review the minutes of City Council meetings for long-term agreements and obtain such agreements for the Department.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will train other departments to identify long-term agreements that have a financial impact and establish procedures for obtaining those agreements for review by Finance Department staff. Finance staff will also be trained on the review of minutes from City Council meetings for such agreements.
III. J.	**Notes Receivable -** *The notes receivable schedule/subledger is reconciled to the general ledger.*			
2015-065	SD	Notes receivable are not tracked and reconciled to the general ledger. Repayment of HOME and CDBG loans were not properly classified as program income.	Notes receivable should be reconciled to the general ledger periodically by Finance. To assist in the reconciliation, information should be obtained from the Housing Department and Economic Development Department relating to current activity.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance staff will train other departments to identify notes receivable information and establish procedures for obtaining that information for review by Finance Department staff.
2015-066	SD	Interest has not been accrued on any of the notes receivable.	Interest on notes receivable should be calculated and billed, as appropriate. Interest income should be accrued on a modified accrual basis and recorded in the general ledger.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance staff will train other departments to identify notes receivable information and establish procedures for obtaining that information for review by Finance Department staff.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. J.	**Notes Receivable -** *The notes receivable schedule/subledger is reconciled to the general ledger. (Continued)*			
2015-067	SD	Notes receivable schedules were not reviewed by Finance Department management for delinquent amounts. The allowance for uncollectibles was not analyzed or adjusted at year-end.	The notes receivables schedule should be reviewed and reconciled to the general ledger. Adjustments for allowances and/or write offs need to be approved by authorized personnel.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance staff will train other departments to identify notes receivable information and establish procedures for obtaining that information for review by Finance Department staff.
III. J.	**Notes Receivable -** *The City has sufficient controls to collect payments based on residual revenues.*			
2015-068	SD	There are no procedures in place to collect payments from developers based on residual revenues.	Policies and procedures must be developed and implemented to collect payments from developers based on residual revenues.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18.
III. K.	**Deferred Balances -** *Deferred amounts are supported by analysis in compliance with GAAP.*			
2015-069	BP	A supporting analysis was not prepared for calculating deferred balances.	Accounting policies and procedures should specify the correct treatment for calculating deferred amounts. The analysis documents compliance with relevant GAAP and the City's accounting policies.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to perform this internal control assessment, but it is planned for completion in FY 2018-19.
III. L.	**Capital Assets and Construction and Progress (CIP) -** *Capital assets and CIP balances are supported by adequate documentation.*			
2015-070	MW	The City has not fully established accurate and auditable capital assets and CIP balances as of June 30, 2015.	Continue remediation efforts to establish capital assets and CIP balances in the financial statements and related disclosures.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The City's poor accounting records related to capital assets was the basis for a qualified audit opinion for FY 2015-16 so the City takes this area very seriously. The current City staff does not possess the time nor the expertise required to conduct a physical inventory, establish appropriate valuations, and compile complete listings of all capital assets in the City. The current workload to correct all identified issues has not allowed enough time for staff to be adequately trained to perform these functions. Therefore, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to implement this recommendation.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. L.	**Capital Assets and Construction and Progress (CIP) -** *The capital assets subledger is maintained, reviewed, and reconciled to the general ledger.*			
2015-071	MW	The City does not have a complete listing of capital assets. The City did not have a listing of ongoing and completed construction projects. It has not implemented accurate and complete asset identification, system mapping, and tagging processes that include sufficient detail to clearly differentiate and accurately track capital assets to the fixed assets system.	Implement processes and controls to facilitate identification and tracking of capital assets and CIP.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The City's poor accounting records related to capital assets was the basis for a qualified audit opinion for FY 2015-16 so the City takes this area very seriously. The current City staff does not possess the time nor the expertise required to conduct a physical inventory, establish appropriate valuations, and compile complete listings of all capital assets in the City. The current workload to correct all identified issues has not allowed enough time for staff to be adequately trained to perform these functions. Therefore, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to implement this recommendation.
2015-072	MW	No physical inventory of capital assets and CIP has been performed for many years.	Perform a physical inventory of capital assets and CIP.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The City's poor accounting records related to capital assets was the basis for a qualified audit opinion for FY 2015-16 so the City takes this area very seriously. The current City staff does not possess the time nor the expertise required to conduct a physical inventory, establish appropriate valuations, and compile complete listings of all capital assets in the City. The current workload to correct all identified issues has not allowed enough time for staff to be adequately trained to perform these functions. Therefore, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to implement this recommendation.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. L.	**Capital Assets and Construction and Progress (CIP) -** *The City has sufficient internal control and related processes to accurately, consistently, timely record additions to capital assets and CIP (including all costs necessary to place the asset in service), transfers from other agencies, disposals and CIP activity.*			
2015-073	MW	The City did not have adequate policies and procedures to ensure that assets acquired, whether constructed, purchased, or on a capital lease, are recorded in the general ledger and the fixed-assets system in a timely manner.	Establish policies and procedures to ensure that assets acquired are recorded in the general ledger and the fixed-assets system in a timely manner.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that assets acquired are recorded in the general ledger and the fixed-assets system in a timely manner.
2015-074	MW	The City has not implemented a process to identify and evaluate all lease agreements to ensure that they are appropriately categorized as operating or capital, and properly reported in the financial statements and related disclosures.	Assign a member of the Finance Department who has sufficient knowledge and skills to identify and evaluate all lease agreements to ensure that they are appropriately categorized as operating or capital, and properly reported in the financial statements and related disclosures.	We concur with the recommendation, and it will be implemented effective July 1, 2017. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that all lease agreements are appropriately categorized and recorded in the system and reported in the financial statements.
2015-075	MW	The City did not transfer certain assets from CIP to "in-use" assets in a timely manner. There were no controls in place to identify completed construction projects.	Establish policies and procedures to identify completed construction projects and properly transfer the cost from CIP to capital assets. The policies and procedures should include determining the date placed in service, useful life, and depreciation expense.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that completed construction projects are recorded in the general ledger and the capital assets system in a timely manner.
2015-076	MW	CIP amounts that represent discontinued projects were not expensed.	Construction projects that have been discontinued should be properly expensed.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that completed construction projects are recorded in the general ledger and the capital assets system in a timely manner.
2015-077	MW	Capital outlay expenditures were not evaluated to determine whether capitalization was appropriate.	Capital outlay expenditures should be routinely evaluated to determine whether capitalization was appropriate.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to determine whether capitalization is appropriate.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. L.	**Capital Assets and Construction and Progress (CIP) -** *The City has sufficient internal control and related processes to accurately, consistently, timely record additions to capital assets and CIP (including all costs necessary to place the asset in service), transfers from other agencies, disposals and CIP activity. (Continued)*			
2015-078	MW	The City does not have polices and procedures in place to properly account for capitalized interest in accordance with GAAP. Capitalized Interest normally begins at the start of preconstruction activities and ends when an asset is substantially complete and ready for use. Our audit procedures revealed that the City did not end their interest capitalization for Historic Enhancement and Revitalization of Oxnard (HERO) Project after an asset was substantially complete and ready for use. Therefore; the amount of asset was overstated by $1,973,770.	Policies and procedures must be developed and implemented to properly account for capitalized interest. In addition, we recommend more effective review procedures.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to properly account for interest capitalization.
2015-079	MW	The rate and method of application of indirect labor cost (Labor markup) to capital projects was dated back to 2012 amounts. Application to projects is currently done through manual entries. Manual entries leave room for error and are often not timely or efficient.	Review and update the process for indirect cost allocation for accuracy. Review is needed to ensure that projects are assigned the appropriate labor cost.	We concur with the recommendation, and it will be implemented effective July 1, 2017. The City contracted for an update to the Cost Allocation Plan, and it is currently in the final stages of review. With the recent completion of the FY 2015-16 financial audit, staff will receive training on the procedures to properly assign the updated labor costs to projects.
III. L.	**Capital Assets and Construction and Progress (CIP) -** *Management tracks asset acquisitions and remaining costs and compares to capital budgets.*			
2015-080	MW	There is lack of sufficient controls to track asset acquisitions and compare actual costs incurred to approved capital budgets. CIP costs are allowed to exceed recorded capital budgets. Completed projects are not properly closed on a timely manner.	Establish policies and procedures to track asset acquisitions and construction and compare to approved capital budgets. Recorded capital budgets must be updated for approved change orders, otherwise CIP costs should not be allowed to exceed the approved capital budgets. Projects should be closed when completed. Additional costs must not be incurred on the project when it is complete.	We concur with the recommendation, and it will be implemented effective July 1, 2017. For the FY 2015-16 closing process, Finance staff sent lists of projects to project managers and requested status updates or project close-out forms. In addition, Finance staff will coordinate the capital project monitoring with other departments to ensure proper budget monitoring and recording of acquisitions, change orders, and close-outs.
III. L.	**Capital Assets and Construction and Progress (CIP) -** *Periodically, capital asset listings are routed to the appropriate managers to determine whether the assets still physically exist.*			
2015-081	MW	Department and project managers were not involved in the internal control process.	The capital assets listing should be routed to department and project managers to determine whether assets still physically exist.	We concur with the recommendation, and it was implemented effective December 2016. For the FY 2015-16 closing process, Finance staff sent lists of projects to project managers and requested status updates or project close-out forms. In addition, staff is currently in the process of contracting for a consultant that specializes in capital asset valuations to conduct a physical inventory to help implement this recommendation.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. L.	**Capital Assets and Construction and Progress (CIP) -** *Individuals are designated with responsibility for assuring compliance with the terms and conditions of all grants, restricted contributions, exchange contracts, etc., that relate to capital assets.*			
2015-082	MW	There are individuals designated with responsibility for assuring compliance with the terms of grants and contracts; however, there was insufficient communication between these individuals and the finance department.	Establish policies and procedures relating to capital assets and CIP and communicate such policies and procedures to affected individuals in other departments. The finance department should lead the coordinated efforts of various departments to implement the policies and procedures.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will coordinate with other departments on a regular basis to communicate policies and procedures relating to capital assets and CIP.
III. L.	**Capital Assets and Construction and Progress (CIP) -** *Individuals are designated with responsibility for monitoring all significant construction projects.*			
2015-083	MW	Project managers are designated to monitor construction projects; however, there was insufficient communication between the project managers and the finance department.	Establish policies and procedures relating to capital assets and CIP and communicate such policies and procedures to affected individuals in other departments. The finance department should lead the coordinated efforts of various departments to implement the policies and procedures.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will coordinate with other departments on a regular basis to communicate policies and procedures relating to capital assets and CIP.
III. L.	**Capital Assets and Construction and Progress (CIP) -** *Capital asset depreciation charges are calculated correctly by the automated system and are reviewed for reasonableness by management.*			
2015-084	MW	Depreciation was not properly calculated by the automated system because the inputs were made incorrectly. No review was made by management during the year.	The capital assets system should be reviewed and inputs should be corrected when necessary.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures to ensure that assets acquired are recorded correctly in the general ledger so that the system can calculate depreciation.
III. L.	**Capital Assets and Construction and Progress (CIP) -** *Disposals of capital assets are reviewed by management and entered into the capital assets subledger by accounting personnel in a timely fashion.*			
2015-085	MW	There is no process in place for reporting disposals of capital assets.	Policies and procedures should be established to obtain information from various departments regarding any disposals of capital assets.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will develop a system for obtaining asset disposal information and coordinate with other departments on a regular basis to communicate policies and procedures relating to capital asset disposals.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. M.	**Accounts Payable -** *Accounts payable aging/subledger is reviewed and reconciled to the general ledger.*			
2015-086	MW	Reconciliation of accounts payable aging/subledger against the general ledger was not performed at end of year. It was not possible to generate the report after the cut-off date.	We recommend that procedures be put in place to specifically generate an accounts payable aging report at month-end. This report should be agreed to the general ledger and reviewed by an appropriate member of management.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for accounts payable.
III. M.	**Accounts Payable -** *Changes to the vendor master file are periodically reviewed for reasonableness.*			
2015-087	MW	No formal process in place to review master vendor file and investigate any exceptions.	The master vendor file should be reviewed periodically. During the review process, the file should be compared to W-9s, addresses should be compared to employees' addresses, and inactive vendors should be removed.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will develop a system for reviewing vendor files.
III. N.	**Long-Term Debt -** *A reconciliation of outstanding debt instruments to the general ledger was not prepared and reviewed timely. Statements received from lenders are reconciled to the subsidiary ledger and differences are investigated.*			
2015-088	MW	The long-term debt liability balances were not adjusted at year-end. Principal and interest payments were not posted to correct accounts and/or funds. Accrued interest was not calculated or recorded. Prior-year accrued interest was not reversed. Amortization of premiums and discounts was not recorded.	A monthly reconciliation of outstanding debt instruments to the general ledger should be prepared and reviewed timely. Statements received from lenders must be reconciled to the subsidiary ledger and differences investigated.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt.
III. N.	**Long-Term Debt -** *Calculations and adjustments related to current or advance debt refundings have been recorded and reviewed and approved by an appropriate person.*			
2015-089	MW	Significant adjustments for bond issuance and defeasance were not recorded. Bond proceeds of approximately $20 million was not recorded in the general ledger.	Procedures should be established to capture transactions that are infrequent or non-routine in nature on a timely basis. The Financial Resources Division should communicate to the Accounting Department activities such as issuance of debt or defeasance of debt.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt.
III. N.	**Long-Term Debt -** *Debt agreements are reviewed for appropriate classification of outstanding debt.*			
2015-090	MW	No policies in procedures in place to capture new debt agreements and capital leases. Debt agreements and lease agreements are not reviewed for appropriate classification of outstanding debt and capitalization of assets on capital lease. Significant notes payable and capital leases were not recorded in the general ledger.	Procedures should be established to capture transactions that are infrequent or non-routine in nature on a timely basis. The Financial Resources Division should communicate to the Accounting Department activities such as issuance of debt or defeasance of debt.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. N.	**Long-Term Debt -** *Debt compliance determinations are prepared and reviewed timely.*			
2015-091	MW	Compliance with debt covenants particularly rate covenants in the water and wastewater funds were not determined and reviewed in a timely manner.	Procedures should be improved to ensure that debt compliance determinations are prepared and reviewed timely.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt compliance monitoring.
III. O.	**Pension Plans -** *The City reviews the census data used by the actuary to calculate the net pension liability.*			
2015-092	SD	Census data used by CalPERS and PARS to calculate the net pension liability was not reviewed. Discrepancies in demographic and compensation data were noted in current year.	Review the census data used by actuaries in calculating the net pension liability and ensure that discrepancies are investigated and resolved appropriately.	We concur with the recommendation, and it will be implemented effective July 1, 2017. This primarily resulted from the late timing of receiving the actuarial reports. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for obtaining census data in a timely manner to allow adequate time for review.
III. O.	**Pension Plans -** *The City remits employee contributions to the trustees as soon as the amounts are withheld from the employee's paychecks.*			
2015-093	SD	On several occasions during FY 2015, employee contributions for retirement plans were not remitted to the trustees on a timely basis.	Improve processes in place to ensure that employee contributions for retirement plans are remitted to the trustees on a timely basis all the time.	We concur with the recommendation, and it was implemented effective September 2016. Payroll staff remits employee contributions to retirement plans on a bi-weekly basis with each payroll.
III. P.	**Use of Credit Cards -** *The City has sufficient controls over credit card issuance and usage to prevent fraud and abuse.*			
2015-094	SD	An employee in the purchasing department has the authority to contact Bank of America to issue credit cards in anyone's name under the City of Oxnard's account.	Issuance of credit cards should be approved by an appropriate level of management. The Purchasing Manager should review open credit card listing monthly to ensure that only current active employees have access to credit cards. Also recommend reviewing credit cards with no activity for current employees and deleting accounts if they are not deemed to be necessary to help limit exposure.	We concur with the recommendation, and it will be implemented effective July 1, 2017. A draft credit card policy is being reviewed that will eliminate these issues.
III. P.	**Use of Credit Cards -** *Credit cards issued to employees who were terminated should be cancelled immediately.*			
2015-095	BP	Credit cards remained active for a period of 2 months to almost 9 months after employee was terminated before being cancelled.	The City should implement a checklist to include verifying with Purchasing Department if the employee has an active credit card as part of the termination procedures.	We concur with the recommendation, and it will be implemented effective July 1, 2017. A draft credit card policy is being reviewed that will eliminate these issues.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. P.	**Use of Credit Cards -** *Credit card transactions are posted to the general ledger on a monthly basis.*			
2015-096	SD	Credit card transactions were not processed and reviewed timely by the Finance Department.	The Finance Department should process and review credit card transactions on a timely basis.	We concur with the recommendation, and it will be implemented effective July 1, 2017. A draft credit card policy is being reviewed that will eliminate these issues.
III. Q.	**Contracts -** *The City manages contract awards for purchase of supplies and personal property and procurement of professional services and public works contracts in accordance with the City's Municipal Code pertaining to contracting and bid requirements.*			
2015-097	BP	The bidding process is decentralized. All contracts and bids are not being retained by the Purchasing Department so they can have documentation that bids went through the proper channels and contracts were properly prepared.	Bids/proposals greater than $25,000 should be sent to the Purchasing Department to indicate the approved bids were submitted and received according the City policy and to retain a copy for their records for a period of three years, according the Purchasing Manual.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19. Finance will coordinate with other departments on a regular basis to communicate policies and procedures relating to maintaining bid records.
2015-098	SD	The list of FY 2015 approved contracts generated by the Purchasing Department was incomplete because some jobs that were approved by the City Manager or City Council were not updated on the network spreadsheet indicating the contracts were approved.	Establish procedures to ensure that list of approved contracts maintained by the Purchasing Department includes all contracts approved by the City Manager and City Council.	We concur with the recommendation, and it has been identified as Priority 1B to be implemented by June 2018. The current workload to correct all identified issues has not allowed enough time for staff to perform this risk assessment, but it is planned for completion in FY 2017-18. Finance will coordinate with other departments on a regular basis to develop and maintain a listing of approved contracts.
2015-099	SD	Change orders for public works contracts exceeding $50,000 must be submitted to City Manager for approval. Agreement No. A-7630 with Granite Construction was missing an approved change order from project file in the amount of $82,302.	City needs to establish and follow procedures for approval of change orders. All change orders approval should be documented and kept in the project file with the public works department.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will coordinate with the Public Works Department to ensure that proper supporting documentation for change orders is maintained.
III. R.	**Municipal Golf Course -** *The City has oversight over the service concession arrangement with a privately-owned company that operates the municipal golf course.*			
2015-100	SD	There is a lack of oversight over the service concession at the municipal golf course. The privately-owned operator currently controls all finance functions. Only a project manager, who is a City employee, is responsible for oversight. A joint bank account has not been set-up or utilized as stated in the agreement between the City and operator.	The City should create an oversight board to oversee the Municipal Golf Course. The oversight board should review and approve the annual business plan which includes the budgets as well as all monthly financial reports.	We concur with the recommendation, and it will be implemented effective July 1, 2018. The golf course operation has complexities with regards to the business model moving forward. The current staffing and workload to correct all identified issues has not allowed enough time for staff to perform this assessment, but it is planned for completion in FY 2017-18.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
III. R.	**Municipal Golf Course -** *The City properly accounts for the service concession arrangement in its financial statements.*			
2015-101	MW	The City has previously reported all revenues generated and expenses incurred by the operator in the City's financial statements. However, the City only receives a share of net receipts at the end of each year.	Only the share of net receipts should be reported as revenue from the service concession. Gross revenues generated and all expenditures incurred by the private operator should not be included in the City's financial statements.	We concur with the recommendation, and it was implemented effective September 2016. Finance staff has been trained to record an annual entry to record net receipts from the concessionaire.
III. R.	**Municipal Golf Course -** *The City appropriately bills the private operator for use of water and other City services.*			
2015-102	SD	The City did not bill the company for water used on the municipal golf course.	The City should bill the operator for use of any City services to operate the municipal golf course.	We concur with the recommendation, and it will be implemented effective July 1, 2018. The golf course contractual agreement has complexities with regards to water services. The current staffing and workload to correct all identified issues has not allowed enough time for staff to perform this assessment, but it is planned for completion in FY 2017-18.
III. S.	**Review and Reconciliation of Clearing Funds -** *Clearing funds (Fund #542, 543, 545, and 555) are used by the City to allocate payroll and other costs across funds and to accumulate costs that will eventually be reimbursed by Citicorp's and Housing Authority. Clearing funds or clearing accounts are temporary in nature and are "zeroed out" periodically.*			
2015-103	SD	Clearing funds are not reviewed and closed-out regularly. As a result of City's clean-up of these funds during our audit, material prior-period adjustments were made.	Close-out clearing funds periodically, quarterly, or at least annually.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for closing out clearing funds.
III. S.	**Review and Reconciliation of Clearing Funds -** *Funds held by the City in a custodial capacity should be accounted for in an agency fund. Contributions or donations from outside parties that are supposed to be used for special purposes should be classified as "restricted, committed, assigned or unassigned" depending on the terms of the contribution or donation.*			
2015-104	BP	The City has a "trust fund" (Fund 571) to account for contributions or donations from outside parties. The contributions or donations come with various designations. The City does not have procedures in place to classify the fund balances within the general fund as "restricted, committed, assigned, or unassigned" or to account for certain funds as agency funds rather than in the general fund.	Review the various sources of the contributions and donations and designations made by contributors and donors. Establish procedures to classify fund balances within the general fund or to account for other funds in an agency fund.	We concur with the recommendation, and it has been identified as Priority 2 to be implemented by June 2019. The current workload to correct all identified issues has not allowed enough time for staff to develop controls and implement this recommendation, but it is planned for completion in FY 2018-19.
IV.	**Information and Communication -** *The City obtains or generates and uses relevant, quality information, internally communicates information, including objectives and responsibilities for internal control, and communicates with external parties to support the functioning of internal control.*			
2015-105	SD	The various departments of the City operated in silos. Department heads were not actively involved in the budget and financial reporting process. Communication between the finance department and various departments was not encouraged.	Improve communication among departments. The Finance Department should hold meetings with department heads periodically.	We concur with the recommendation, and it was implemented effective October 2016. With the hiring of the new CFO and two assistant CFOs, the communication between Finance and other departments began improving. Communication is encouraged. Examples include: Budget meetings with various departments coordinated by Finance, and reviews of financial information – CAFR and Single Audit.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
V.	**Monitoring Activities -** *The City selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.*			
2015-106	MW	There is a lack of written policies and procedures over monitoring of internal control over financial reporting.	Design and implement an integrated framework for internal control which includes monitoring of implementation of internal control and evaluating it on a regular basis.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff has begun evaluating internal controls over financial reporting. Written policies and procedures are expected to be completed by June 30, 2017.
V.	**Monitoring Activities -** *The City evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management, the Fiscal Policy Task Force and City Council.*			
2015-107	MW	Internal control over financial reporting was not sufficiently evaluated during FY 2015 and past years. Significant deficiencies were not communicated to senior management, Fiscal Policy Task Force, and City Council.	Design and implement an integrated framework for internal control, which includes monitoring of implementation of internal control and evaluating it on a regular basis.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff has begun evaluating internal controls over financial reporting. Written policies and procedures are expected to be completed by June 30, 2017.
2015-108	SD	Part of the Organizational Assessment implementation was an internal audit function. The internal audit function has not been implemented.	Implement the internal audit function as soon as possible.	We concur with the recommendation, and it was implemented effective January 2017. On February 28, 2017, the City Council deliberated and established the process for interviewing consulting firms to perform the internal audit function.
Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements - *The City, as issuer of various municipal bonds, complies with bond covenants, which includes continuing disclosure and rate covenants.*				
2015-109	NC	During FY 2015, the City failed to comply with certain bond covenants as discussed below: a. The Water Fund's and the Wastewater Fund's debt service coverage ratio fell below the ratio required by bond covenants. b. The City was unable to meet the continuing disclosure requirement by the due date of March 31, 2016.	Improve processes in place to ensure compliance with bond covenants. Part of this process is proactive monitoring by the Financial Resources Division. Any deficiencies noted during the monitoring process should be brought to the attention of top City management.	We concur with the recommendation, and it will be implemented effective March 2017. Finance staff received some training as part of the FY 2015-16 year-end closing process. With the recent completion of the FY 2015-16 financial audit, staff will receive more training on the procedures for long-term debt compliance monitoring. Finance staff is currently working on the continuing disclosures required to be filed by March 31, 2017. The City's water and wastewater debt service coverage ratios continue to fall below the ratios required by bond covenant. The City is communicating with its financial partners with regards to the plan to adopt new water and wastewater rates in the next six to nine months.
Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements - *The City, as successor agency to the former redevelopment agency, may only charge the private purpose trust fund expenses that are approved in the Recognized Obligation Payment Schedule (ROPS).*				
2015-110	NC	The Oxnard Successor Agency incurred administrative costs in excess of approved budget amounts as stated in the ROPS.	Improve processes in place to ensure that the expenses reported in the private purpose trust fund were approved in the ROPS.	We concur with the recommendation, and it will be implemented effective July 1, 2017. Finance staff will coordinate with the Economic Development Department to review all Successor Agency (formerly CDC) transactions to evaluate the accounting treatment, and to consider compliance with state laws and regulations affecting former RDAs.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number		Finding	Recommendation	City's Response
Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements - *The City's Annual Financial Transactions Report to the State Controller's Office (SCO report) includes all year-end final closing adjustments. Adjustments needed to reconcile the SCO report to the audited financial statements are properly reported in the following year's SCO report.*				
2015-111	SD	The City's 2014 SCO report contained material misstatements. The City had to make material adjustments to reconcile the 2014 SCO report to the 2014 audited financial statements. In addition, the 2015 SCO report did not include all year-end final closing adjustments because the closing process has not been completed when the SCO report was due. The City is expected to make material adjustments to reconcile the 2015 SCO report to the 2015 audited financial statements.	Adjustments needed to reconcile the 2015 SCO report to the 2015 audited financial statements should be explained in detail in the 2016 SCO report.	We concur with the recommendation, and it was implemented effective January 31, 2017, with the submittal of the FY 2016 SCO report to the State.

MW - Material Weakness **SD - Significant Deficiency** **BP - Best Practices** **NC - Non-Compliance**

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

DATE: March 28, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Status Update of the City Council Strategic Priorities Two-Year Business Plans for FY 16/17 and 17/18 (20/15/10)

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

RECOMMENDATION:

That City Council:

a) receive a status update on the four FY 16/17 and FY 17/18 strategic business plans: (1) Organizational Effectiveness, (2) Economic Development, (3) Quality of Life, and (4) Infrastructure and Natural Resources in order to return at a Special Meeting in April to provide input on prioritizing and reaffirming the remaining City Council Strategic Priorities for incorporation into the FY 17/18 budget process.

DISCUSSION:

On October 29, 2015, City Council held a prioritization workshop. Business plans were developed from this workshop to assist Council and staff in clarifying the Council priorities over the next two years. The strategic business plans ensure City Council and staff are similarly aligned with expectations and, equally important, ensures that achievable priorities are ones that match available resources. Subsequently, Council confirmed the four strategic priority areas and directed the City Manager to return with a two-year business plan that would be incorporated into the FY 16/17 budget. The City Manager established interdepartmental teams, which developed and presented business plans for each priority area to Council. Council provided feedback, and on May 17, 2016, Council adopted the four business plans by resolution, ensuring that staff, Council, and residents have a clear understanding of the Council's priorities. This staff report provides a status report and updated business plans for Council's review, and provides an opportunity for Council to reaffirm or modify priorities.

The four strategic priority areas that were established are as follows:

QUALITY OF LIFE STRATEGIC PRIORITY AREA:

The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which showcase the promising future of Oxnard.

ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA:

The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This strategy is key in strengthening the foundational base of the Oxnard 2020 Project pyramid, "Corporate Support, Accountability, and Value Systems."

ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA:

The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This strategy seeks to build the foundation of the City's economic future, with the purpose of attracting investment, increasing the tax base, generating public revenues, and creating jobs. The goals identified in this business plan focus on leveraging resources by collaborating with businesses, property owners, civic leaders, community members, and other stakeholders in the local economy.

INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA:

The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. The City's public facilities and infrastructure play an essential role in the fabric of the community. The City seeks to develop and maintain infrastructure that is community-serving, resilient, high-performing, cost-effective, resource efficient, and environmentally friendly. Decisions about infrastructure represent some of the most significant policy choices made by the City of Oxnard. These include repair and replacement of existing facilities, the construction of new facilities such as parks, playgrounds, water or sewer systems, streets, traffic signals, and roads.

Since the adoption of these strategic priorities, staff has been working diligently to accomplish each of the items included in these business plans. To aid in showing progress, staff has updated the strategic priority implementation plans to give an overview of the progress made over the last 10 months. Providing this update now, rather than at the end of the fiscal year, will allow

Council the opportunity to review these priorities and determine if any changes are needed, and ensure that these changes are captured as part of the budget process.

Each business plan includes the goals, objectives, and actions/tasks for each priority area. Each action/task includes a staff lead, due date, status bar, and comments. The staff leads have updated the due date, status bar, and comments for each item, in order to ensure Council and residents have a clear understanding of where each item currently stands. The status bars will be one of three colors, green for items that are proceeding as scheduled, on schedule and within budget, yellow for those items that are behind schedule or exceeding budget, and red for those items that are completely stopped, without any progress made.

It is important to note that staff has faced many obstacles over the last 10 months. The City has had key vacancies in critical positions (Human Resources Director, Finance Director, Two Assistant City Managers, Police Chief and Fire Chief, among others). Several of these positions were critical members of the Interdepartmental Strategic Teams. There have also been issues brought to light by the City's financial audits or the legal challenge to the City's utility rate increases. These implementation plans and the progress made to achieve these results show the organization's and staffs' resiliency to overcome these obstacles. Staff has continued to make admirable efforts towards ensuring that City Council's priorities continue to be achieved.

Some of the items that have been completed in the last 10 months include:

- Enhance and emphasize the Youth Academy held twice annually and organized by Oxnard Police Department School Resources Officers, and integrate youth from the Academy into a newly developed "Summer at City Hall" program.
- Identify police officers that can serve as community representatives to underserved communities.
- Offer quarterly educational & professional workshops for youth (ages 16-24).
- Provide a report to City Council on the viability of Lifeguard services at Oxnard beaches.
- Develop job duties and position analysis for a Homeless Services Coordinator.
- Develop and roll out a smart phone application (3-1-1) as a mobile conduit to the City of Oxnard website.
- Provide a 1-year update to City Council on Southwinds Neighborhood revitalization.
- Create a community event calendar that would be accessible through the City's website.
- Develop an RFP for internal auditor.
- Review and update the employee orientation program.
- Create a recruitment system that ensures transparency related to status of vacancies, funding and recruitments.
- Incorporate these business plans into the budget process
- Establish LDT participants from each department and assign each participant to the various work groups
- Develop two-year action plan based on assessment of organizational development needs.
- Complete the pavement management plan.
- Evaluate current assets and methods for tracking all City assets.

In addition to these completed items. Several others have made great progress over the last ten months. Please see the attached business plans for more details.

FINANCIAL IMPACT

Costs associated with the implementation of the strategic business plans will be brought to Council for consideration during the upcoming FY 17/18 budget workshops.

ATTACHMENTS:

Attachment A: Quality of Life Business Plan

Attachment B: Organizational Effectiveness

Attachment C: Economic Development Business Plan

Attachment D: Infrastructure Business Plan

CITY OF OXNARD CALIFORNIA

QUALITY OF LIFE STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN

***Purpose:** To build relationships and create opportunities within the community for safe and vibrant neighborhoods which will showcase the promising future of Oxnard.*

Goal	Objective	Action/Tasks	Lead Staff	Due Date	Status	Comments
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1a. Create a renewed focus on police/community relations with underserved communities and youth population.	1.a.1 Enhance and emphasize the Youth Academy held twice annually and organized by OXPD School Resource Officers. Integrate youth from the Academy into a newly developed "Summer at City Hall" program.	Eric Sonstegard	7/31/2016	COMPLETE	We held our first annual "Summer at City Hall" Program in 2016 and are prepared for a larger version in 2017. Related video: Oxnard Internships
		1.a.2 More effectively use the School Resource Officers by having them work closely with the Office of Youth Safety, Youth Director Council, and P.A.L.	Jason Benites	7/1/2017	COMPLETE	See related Facebook post: Community Law Enforcement Academy for Young Adults
		1.a.3 Identify police officers that can serve as community representatives to underserved communities.	Eric Sonstegard	12/31/2016	COMPLETE	The Oxnard P.D. recently began their "*Community Conversations*" program to increase discussion between residents and the Police Department. Community Conversations

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1a. Create a renewed focus on police/community relations with underserved communities and youth population.	1.a.4 Increase emphasis on recruiting and hiring local (Oxnard) residents for Police, Fire and Public Works.	Eric Sonstegard	12/31/2016 6/30/2017 12/31/2017 6/30/2018	ONGOING	Continuing recruiting efforts focused on Oxnard community members. Four (4) current OPD academy cadets are all either Oxnard natives or Oxnard residents. Oxnard Explorers-to-Officers Photo:
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. Explore alternatives for youth through recreation programs and intervention services.	1.b.1 Perform community outreach to promote Recreation programs and services through a deliberate social media campaign, redesigned website that is user friendly and easy to navigate, and other methods (magazine, survey, etc.).	Terrel Harrison	6/30/2018	ONGOING	Recreation is on Twitter, Instagram, Facebook, Flikr, in addition to sending quarterly emails to the public through our activenet system. We have visited 4 elementary schools, 1 high school, and Oxnard College to distribute information as well as give presentations on our programs. We have attended a Q&A with the City Manager and the Mayor, as well as the Tamale Festival to distribute information. The Recreation Guide distributes 3 issues annually and we have expanded distribution to 2 additional school districts.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. *(Continued)* Explore alternatives for youth through recreation programs and intervention services.	1.b.2 Promote programs at various community events and festivals by having program literature available and actively participating by providing youth & adult volunteers, activities and logistical assistance.	Terrel Harrison	10/30/2016	ONGOING	Objectives on course. See above.
		1.b.3 Deliberately work on collaborating with community members, organizations and agencies to ensure youth are being referred to appropriate intervention and prevention programs (i.e.PAL, City Corps, VC Probation, local school districts, various non-profits, etc.). Begin by developing a community action plan with input from various stakeholders at six meetings through the year.	Terrel Harrison	6/30/2017		The Office of Youth Safety has consistently hosted a collaborative of dozens of community stakeholders (such as Interface, City Impact, Parents of Murdered Children, PAL, City Corps, and many others) to network, train, and share information to increase each agency's respective reach and connection with youth and families. This collaboration and partnership then extends beyond the conference room and is translated monthly into practical action. 9 collaborative meetings and 6 "call-ins" have been hosted since 7/16.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. *(Continued)* Explore alternatives for youth through recreation programs and intervention services.	1.b.4 Offer quarterly educational & professional workshops for youth (ages 16-24). Topics will include job interviews, resume writing, college applications, FAFSA applications, and other relevant topics. Workshops will be offered January, April, July, and October annually.	Terrel Harrison	1/31/2017 4/30/2017 7/31/2017 10/31/2017	COMPLETED	Through our Youth Director's Council, as well as City Corps, we currently have over 40 members involved in our program, ages 12-18. Three times throughout the months of January, February and March of 2017, the Youth Director's Council and City Corps have participated in community service projects, such as mentoring, leadership trainings that cover job interviews, resume writing, college applications, FAFSA applications, and general teen and social justice issues. Through these workshops, youth learned important life skills, how to take action, lead by example and develop a purpose that benefits the community and motivates others to join in. We will continue to offer three more of the above-mentioned trainings in the coming months of April, May, and June of 2017.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. *(Continued)* Explore alternatives for youth through recreation programs and intervention services.	1.b.5 Employ 175-200 youth (ages 16-24) annually. This will give youth the necessary work experience needed for their professional development.	Terrel Harrison	Ongoing	ONGOING	Over the last 4 months we have had 4 trainings and employ more than 250 youth through recreation programs as well as afterschool programs we will continue to offer trainings as well as employ youth as needed.
	1c. Highlight our continued efforts to address Domestic Violence.	1.c.1 Use City social media platforms to publicize community-based efforts (ex. MICOP-"*Entre Hombres*", MICOP-"*Voz de la Mujer Indigena*", Interface-"*Domestic Violence 101*") •	Delana Gbenekama / Melissa Valdez	1/1/2017 12/31/2016	ONGOING	Posting to website and social media about Domestic Violence issues and proclamation. Work will continue.

		1.c.2 Bring attention to Oxnard's leading efforts in the County to address Domestic Violence issues to include: ● School/Community Partnership that provides counseling services for child witnesses of domestic violence. ● OXPD's participation in the county-wide Multi-Disciplinary Interview Center (MDIC). ● 2014 internal audit of Domestic Violence Investigations.	Eric S. Sonstegard	12/31/2016	ONGOING	Posting to website and social media about Domestic Violence issues and proclamation. Work will continue. Related Facebook Post: Oxnard PD Domestic Violence Awareness Month Efforts
	1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.1. Provide a report to City Council on the viability of Lifeguard services at Oxnard beaches.	Darwin Base	12/31/2016	COMPLETE	Provided report to Council on viability of lifeguard services at Oxnard beaches. Budget and funding are necessary in order to proceed further.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1d. *(Continued)* Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.2. Determine feasibility of starting a regional fire academy in the city of Oxnard.	Darwin Base	6/30/16	COMPLETE	The Fire Department has explored this option: From Chief Base: "*For a shared fire academy, our biggest problem right now is timing. Ventura County is wrapping up their academy and we are just starting the process for ours. My training division has been in contact with VCFPD training division to better coordinate academy resources and instructors for the future. To address the potential cost savings by a shared academy, It won't be significant due to the size of a shared academy and VCFPD request that we still provide instructors to support the training. Rule of thumb is 1 instructor to 3 trainees. We currently share instructors but for specialized training classes such as Hazardous Materials, Urban Search and Rescue and Water Rescue. These are considered In-service classes."*
	1e. Develop a rental inspection program.	1.e.1 Conduct a study session at City Council to determine the goals and objectives of a program.	Ashley Golden	9/30/2016		Study session was originally scheduled for December 13th but it has been rescheduled for Spring 2017. A Rental Inspector position was approved by City Council for January 2017.

1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1e. Develop a rental inspection program.	1.e.2 Establish a city ordinance that authorizes fees and inspection authority for a pilot inspection program.	Jefferson Billingsley	1/31/2017		Need to complete step 1 above before moving forward.
		1.e.3 Develop and implement a self-verification survey for property owners/managers.	Ashley Golden	3/30/2017		Need to complete step 1 above before moving forward.
		1.e.4 Develop a pilot rental inspection program.	Ashley Golden	6/30/2017		Need to complete step 1 above before moving forward.
2. Address homelessness through the development and implementation of a multi-tiered strategy.	2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.	2.a.1 Conduct a study session with Council on homelessness objectives and present final recommendations of Commission on Homelessness to City Council. Study session should include discussion on regionalized efforts.	Arturo Casillas	7/31/2016		Presentations made to Council on 10/4/16 and 11/15/16 on short and long term plans, and consultant report. Two winter warming shelters carried out. Strategy developed to move away from an Armory-based shelter approach.
2. Address homelessness through the development and implementation of a multi-tiered strategy.	2a. *(Continued)* Identify the City's homelessness mission and create a 5-year plan to address homelessness	2.a.2 Develop job duties & position analysis for a Homeless Services Coordinator	Arturo Casillas	10/31/2016	COMPLETED	Developed job duties and new coordinator hired January 2017.
		2.a.3 Return to Council with recommendations for a 10-year plan to address homelessness. Plan proposal should include regionalized efforts with Ventura & Port Hueneme.	Arturo Casillas	3/31/2017		Staff is working with local partners, Commission on Homelessness, and County on new 10-year plan. Study session pending.

3. Strengthen neighborhood development, and connect City, community and culture.	3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.	3.a.1. Produce a video series (30-60 second vignettes) focused on the unique highlights/traditions of Oxnard.	Delana Gbenekama	6/30/2017		Staff is developing an implementation plan for launch of video series to meet the 6/30/2017 deadline.
		3.a.2. Focus on using social media to establish a positive outlook and spread positive messages of our City.	Delana Gbenekama	Ongoing		Several positive efforts have been initiated to spread positive messages about Oxnard. Public Works Pipeline Oxnard News in Brief Actively using Nextdoor, Facebook, Twitter
	3b: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	3.b.1 Initiate a "Public Speaker" series via the Community Relations Commission (CRC) to focus on Public Safety and Police/Community Relations	Delana Gbenekama / Melissa Valdez	1/1/2017	Ongoing	The PIO Division and Police Department are working together to launch a regular Public Safety speakers series. The first presentation is scheduled for March 2017.
3. Strengthen neighborhood development, and connect City, community and culture.		3.b.2 Foster increased collaboration with neighborhood councils and neighborhood watch programs.	Delana Gbenekama	Ongoing		Planned, publicized town hall, debates, Multicultural Fest. Activated 4 councils. Launching interactive neighborhood map in early 2017. Will begin focusing on neighborhood watch in early 2017. Work will continue.
		3.b.3 Work with Parks and Recreation Commission to establish a "Friends of the Park" program.	Terrel Harrison	6/30/2017	COMPLETE	This program has been implemented as the City's "Meet up, Clean up" program, with several planned events.

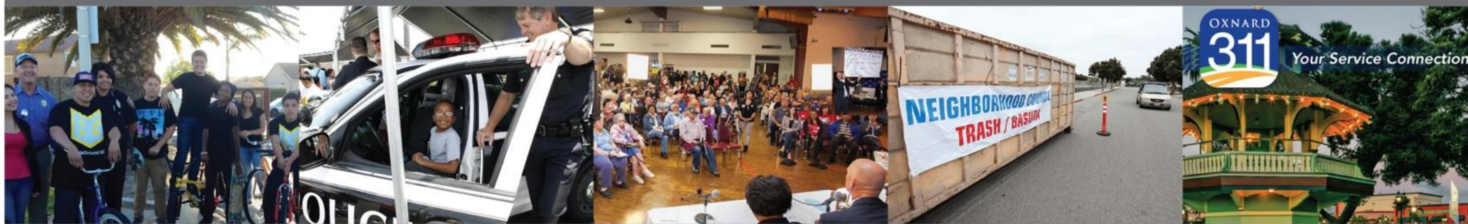
3. Strengthen neighborhood development, and connect City, community and culture.	3.c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).	3.c.1 Develop and roll out a SmartPhone application (3-1-1) as a mobile conduit to the City of Oxnard website.	Keith Brooks	7/1/2016	COMPLETE	Fully implemented
	3.d. Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation	3.d.1 Meet with staff liaisons to discuss staff Liaison's role, CAG	Michelle Ascencion	6/30/17		Staff has developed a draft Local Appointments Binder to assist staff liaisons with their role. The binder will be implemented by the deadline.
	3.e. Create a pilot revitalization project for Southwinds Neighborhood.	3.e.1 Provide 1-year update to City Council on Southwinds Neighborhood revitalization.	Scott Whitney	9/30/2016		Update provided to City Council on 2/14/17. Improvements include: The city also held a successful groundbreaking ceremony for the Southwinds Park Improvements on February 16. Efforts are underway to activate a formal neighborhood organization.
		3.e.2 Develop criteria to select other neighborhoods for neighborhood revitalization projects	Scott Whitney	3/30/2017		Staff has been focusing on the Southwinds Revitalization Project, but will now broaden focus to developing criteria for other neighborhood revitalization projects.

	3.f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events	3.f.1 Obtain guidance from City Attorney on authority and parameters of a co-sponsorship policy.	Stephen Fischer	12/31/2016		Staff has formed a Special Events Policy inter-departmental group. Work will continue. Staff has also completed a draft of the Co-sponsorship policy.
		3.f.2 Create a community event calendar that would be accessible through the City's website.	Delana Gbenekama	8/31/2016	COMPLETED	Staff has created a community event calendar. Calendar-City of Oxnard

On Schedule and within budget
Behind schedule or exceeding budget
Stopped – No Progress

QUALITY OF LIFE STRATEGY

Purpose: To build relationships and create opportunities within the community for safe and vibrant neighborhoods which will showcase the promising future of Oxnard.



City Council Strategic Priorities 2016-2018

GOAL 1

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

OBJECTIVES

a. Create a renewed focus on police/community relations with underserved communities and youth population.
b. Explore alternatives for youth through recreation programs and intervention services.
c. Highlight our continued efforts to address Domestic Violence.
d. Examine options for long term sustainability of our public safety services to ensure an efficient public safety service delivery model.
e. Develop a rental inspection program.

PERFORMANCE MEASURES

1. Increase the city's social media followers by 10% each year.
2. Increase the number of youth reffered to employment through youth services by 5% each year.

GOAL 2

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

OBJECTIVES

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

PERFORMANCE MEASURES

1. Creation and implementation of 10-year plan to address homelessness by 6/30/2017.

GOAL 3

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

OBJECTIVES

a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.
b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.
c. Improve our methods of communicating with residents, businesses, and neighborhoods (e.g. leverage social media and tools like Nextdoor).
d. Discuss CAG goals at respective meetings and develop an action plan for annual implementation.
e. Create a pilot revitalization project for Southwinds Neighborhood.
f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

PERFORMANCE MEASURES

1. City will activate 2 new Neighborhoods annually.
2. City will increase the number of community event collaborations by 5% each year.

CITY OF OXNARD CALIFORNIA

ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN

Purpose: *To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.*

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.	1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.	1.a.1 Quarterly progress report to Council and ensure implementation of the 128 recommendations outlined in the Implementation Action Plan in order of prioritization, 1A, 1B, and 2.	Jesus Nava	Priority 1A - 7/21/15 1/05/16 Priority 1B – 4/19/16 to 9/6/16 Priority 2 – 09/6/16 to 4/17/18		Quarterly progress report was taken to Council on October 11, 2016. This update also incorporated the 111 audit findings, and showed that 48 of the 128 have been addressed. Quarterly updates will continue.
		1.a.2 Monitor and track that recommendations are implemented by respective departments.	Jesus Nava	Ongoing		The October 11, 2016 report included the latest status and tracking for each item. Quarterly updates will continue.

1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.	1.b.1. Complete a Risk Assessment that reviews work processes, capital/asset management, risk management, city management, human resource activities, governance, accounting and financial reporting	Jim Throop	6/1/16	Revised timeline: 12/30/17	The RFP was released and three vendors have been selected for interview by the City Council. The goal is to have a signed contract by April 2017 and work to commence by May 2017.
		1.b.2 Complete Performance Audit for PACC	Chelsea Reynolds	12/31/16	Revised timeline: 9/30/17	City Council will conduct interviews and select an Internal Auditing firm by the end of April. An annual audit program will be prepared for FY17-18 that includes the performance audit of the PACC
		1.b.3 Complete Performance Audit for City Corp	Terrel Harrison	12/31/16	Revised timeline: 9/30/17	Same as 1.b.2 above.
		1.b.4 Complete Performance Audit for Golf Course	Licette Maldonado	12/31/16	Revised timeline: 9/30/17	Same as 1.b.2 above

1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.		1.b.5 Complete Worker's Comp Program Audit	Steve Janice	9/30/16	Revised timeline: 9/30/17	Same as 1.b.2 above.
		1.b.6 Complete Overtime Audit	Steve Janice	12/31/16	Revised timeline: 9/30/17	Same as 1.b.2 above.
	1c. Develop written procedures to address Internal Control recommendations from Auditor.	1.c.1. Develop an RFP.	Jim Throop	9/30/16	COMPLETE	RFP has been developed and presented to FPTF
		1.c.2 Work with expert to develop written procedures, and provide written procedures to Finance Department staff.	Jim Throop	12/30/16	Revised timeline: 4/31/17	Council will conduct interviews and select an Internal Auditing firm by end of April. Program will be prepared for FY 17-18.
		1.c.3 Provide assessment and training to ensure staff is informed of, and able to implement procedures.	Jim Throop	12/30/16	Revised timeline: 4/31/17	This will be accomplished once Internal Auditor is on-board and work has been completed.

1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.1. Develop and implement a Whistleblower Program to provide employees with a safe avenue to report problems.	Stephen Fischer	9/30/2016		The Whistleblower Policy has been adopted and the selection process to hire the Internal Auditor to implement the policy is underway.
		1.d.2. Complete a class and compensation study.	Lisa Yoshimura	6/30/2017	Revised timeline: 12/31/17	Class and Compensation study kicked off on Wednesday, March 15, 2017, and schedule for completion by end of year.
		1.d.3. Review and update employee orientation program.	Lisa Yoshimura	6/30/16	COMPLETE	Staff kicked off the new employee orientation program in February 2017 and will continue to have these orientations monthly.
		1.d.4. Create a recruitment system that ensures transparency related to status of vacancies, funding and recruitments.	Lisa Yoshimura	9/30/16	COMPLETE	Recruitment system has been created and launched January 2017.

	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.5. Review, revise, and update the City's Personnel policies and procedures and distribute to employees to ensure awareness and compliance.	Steve Janice	6/30/2018	Revised Timeline: 6/30/17	HR is meeting regularly with bargaining groups and is ahead of schedule. Expected completion a year early.
		1.d.6 Standardize city-wide on-boarding process.	Steve Janice	12/31/16	COMPLETE	LDT completed the on-boarding form, HR will begin meeting with timekeepers in early 2017 to roll out.
2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2a. Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.	2.a.1 Develop a minimum of five performance and benchmark measurements for each department.	Jim Throop	6/30/2016	Partially Complete	Departments developed 3 performance measures as part of the 16/17 budget process, and will report back as part of 17/18 budget process.
		2.a.2 Incorporate two year business plans for each of the four Council strategic priority areas into Budget at high level overview and illustration of progress of the pyramid.	Jesus Nava	6/30/2016	COMPLETE	Staff incorporated the business plans into the budget and included explanation of the effect that they had on the 16/17 budget process.

2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2b: Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.	2.b.1 Provide Council with Quarterly Budget Updates on the General Fund and Utilities funds.	Jim Throop	Quarterly	COMPLETE	Monthly detail report is posted online upon closing of month-end. Staff is working to provide summary of high level user friendly format for General Fund, Water, Wastewater, and ER on quarterly basis.
		2.b.2 Provide and communicate the availability of financial data posting via CPIO and City's website	Jim Throop/ Delana Gbenekama	Ongoing		Monthly detail report is posted online upon closing of month-end. Finance staff is working to provide summary for major funds on quarterly basis, then will work with PIO to get data out
	2.c. Create a standardized template to present financial and other data to the general public	2.c.1 Develop high level but user friendly format to communicate financial information	Jim Throop	12/31/17		Staff is beginning the design of a simple to read CAFR and budget. This will be a basic trifold or condensed version.

2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2.c. Create a standardized template to present financial and other data to the general public	2.c.2 Develop standardized financial dashboards	Jim Throop	12/31/16	Revised Timeline: 6/30/17	A new ERP system is in progress and will allow for the creation of dashboards.
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3a: Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.	3.a.1: Create and roll out a module-based training curriculum focused on core competencies for supervisory and managerial staff.	Lisa Yoshimura	6/30/2017		Being developed concurrently with new performance evaluation system.
		3.a.2: Create a master training plan for each department establishing the critical, mandatory, and essential training components for each position with a focus on customer service	Steve Janice	10/1/2016		City held supervisory quarterly trainings in 2016, and scheduling for supervisory and management personnel in 2017. First 2017 training class will be completed March 31, 2017.

3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3b: Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization	3.b.1: Identify competencies that are critical for becoming a high performance and quality organization	Lisa Yoshimura	10/1/16	Revised Timeline: 6/30/17	Competencies being developed concurrently with new evaluation system.
		3.b.2: Continued quarterly training on talent development for all departments	Jesus Nava	Quarterly		The City has held quarterly talent development trainings including all departments, through the end of 2016 and HR is scheduling a training for 3/31/17.
		3.b.3: Revise staff evaluations so they reflect talent development as a performance based category	Steve Janice	12/31/2016		Department Heads and the Leadership Development Team have met to create new organizational values and a new evaluation program. Meetings have begun with the bargaining units to implement new evaluation process and competencies.

3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3c: Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.	3.c.1: Review and revamp employee recognition program nomination and selection procedures/criteria and committee.	Steve Janice	9/30/2016	Revised Deadline: 6/30/17	HR will work with the Leadership Development Team to create a workgroup focused on revamping employee recognition programs.
		3.c.2: Recognize supervisors and management staff on a quarterly or annual basis for developing talent within their units	Steve Janice	9/30/2016	Revised Deadline: 6/30/17	Will be incorporated as part of new evaluation process which is currently being developed (see 3.b.3).

3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.		3.c.3 Review and revise service awards program.	Lisa Yoshimura	9/30/2016	9/30/17	A new and improved employee service awards program will be held to recognize employees' years of service to the community.
	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.	3.d.1 Establish LDT participants from each department and assign each participant to the various work groups	James Vega	12/31/16	COMPLETE	The LDT has been established and launched the Oxnard On Course Program, including a resource website accessible by employees. Phase 2 of the program focused on launching additional specific programs will launch in February 2017.
		3.d.2 Develop two year action plan based on assessment of organizational needs and identification of internal & external programs	James Vega	12/31/16		The LDT has been established and a charter and action plan have been established. Phase two began January 2017.

3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future	3.d.3 Market two year action plan to reach out and engage employees	James Vega	6/30/17		The LDT launched at the October 14 quarterly management meeting. Staff will continue to market the program to encourage staff participation.
		3.d.4 Execute action plan with support of top management and human resources	James Vega	6/30/17		LDT launched on October 14, and will execute the action plan over the next two years. Workgroups have been formed and have begun working towards executing the action plan, which includes Supervisor Training, Coaching, and Employee Orientation. Orientation has already been completed.

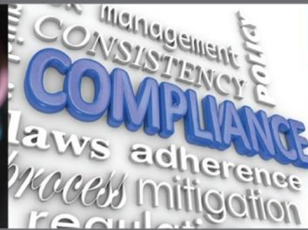
On Schedule and within budget
Behind schedule or exceeding budget
Stopped – No Progress

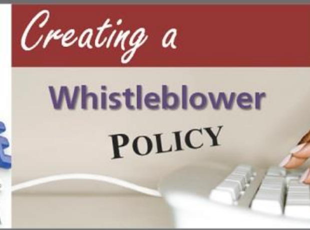
CITY OF OXNARD CALIFORNIA

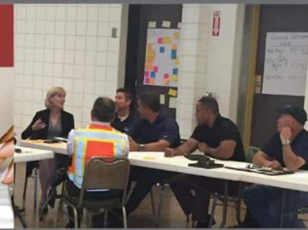
ORGANIZATIONAL EFFECTIVENESS STRATEGY

Purpose: To st rengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.









City Council
Strategic Priorities
2016-2018

GOAL 1

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

OBJECTIVES

a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015, and provide periodic reports to Council on the status of the implementation plans.
b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and Council policy is adhered to.
c. Develop written procedures to address Internal Control recommendations from Auditor.
d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

PERFORMANCE MEASURES

1. Address 40% of all organizational assessment recommendations by end of Fiscal Year 2016-17.
2. Complete 90% of Priority 1A assessment recommendations.

GOAL 2

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

OBJECTIVES

a. Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.
b. Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.
c. Create a standardized template to present financial and other data to the general public.

PERFORMANCE MEASURES

1. Report assessment progress to Council during all 4 quarters of Fiscal Year 2016-17.
2. Complete at least 2 of the performance audits in Fiscal Year 2016-17 (PACC, Golf Course, City Corps, Worker's Comp).`

GOAL 3

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

OBJECTIVES

a. Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.
b. Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on a high performing organization.
c. Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.
d. Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.

PERFORMANCE MEASURES

1. Hold 2 employee recognition events in Fiscal Year 2016-17.
2. Provide upgraded employee orientation training to 100% of new hires during Fiscal Year 2016-17.
3. Written internal control procedures are being followed at least 75% of the time.

CITY OF OXNARD CALIFORNIA

ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN

Purpose:* *To develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.1 Create and implement a City-wide economic development strategy	Kymberly Horner	July 1, 2018		September 2016, Staff sought consultation with professional Economic Development companies concerning the development and implementation of a City-Wide "Comprehensive Economic Development Plan" geared to address issues specific to Oxnard's economy. Follow-Up meetings and conference calls occurred with one firm in October 2016 and February 2017. Draft Request for Proposal ("RFP") prepared in March 2017, to prepare and implement a Plan. It is anticipated that a Firm will be under contract by June 2017.

1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.2 Develop a webpage to include a list of commercial, industrial, and retail vacancies citywide to aid companies searching for new locations within the City.	Kymberly Horner	July 1, 2017		Staff has contacted real estate brokers for a listing of commercial and retail vacancies. Coordination of webpage is being discussed with Information Technology Department ("IT") and Public Information Office ("PIO"). IT, PIO & Economic Development ("ED") are in discussions with Google about a "Get Your Business on the Map" program. Follow-up meetings to occur in Spring 2017.
		1.a.3 Create a current list of City and Successor Agency assets available for disposition or for disposition and development	Kymberly Horner	July 1, 2016	PARTIALLY COMPLETE	Successor Agency Property for Disposition list was completed in June of 2016. Additionally, staff created a Webmap and link displaying SA properties and parcel data information in August 2016. https://oxnard.maps.arcgis.com/apps/View/index.html?appid=a916835aad5746979508897933c2197b City list of vacant properties is 70% complete.

1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.4 Work with EDC-VC and the Chamber of Commerce to promote existing mentoring/consulting programs for small businesses	Kymberly Horner	Ongoing		ED Director has monthly meetings with EDC-VC and the Chamber concerning promotion of new business. EDC-VC Business Assistance Program was presented to the City Council in December 2016. A Capital Improvement Project was presented to the City Council, earmarking funds for a Downtown revolving loan program, to assist Businesses. A Small Business EXPO through SCORE is being held May 2. Economic Development Department is confirmed to have a booth at the event.
		1.a.5 Reestablish a retail attraction program for desired national and local retailers	Kymberly Horner	December 1, 2017		Reactivation of the City's Retail Attraction Retention program will be addressed in the Proposed "Comprehensive Economic Development Plan" ED Director is in communication with other cities concerning a joint effort at promoting cities of Ventura County at the International Conference of Shopping Centers ("ICSC"). Discussions concerning joint retail attraction began 9/16.

1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.6 Host an annual economic summit meeting to create a dialogue with the business community and partners	Kymberly Horner	July 15, 2017 / Ongoing		In September 2016, Staff sought the assistance of professional Economic Development companies to assist with development of "Comprehensive Economic Development Plan" to address issues specific to Oxnard's economy. Included in the RFP is the creation of an annual economic summit specific to the City of Oxnard.
		1.a.7 Maintain ongoing business outreach effort and discuss issues affecting the business community. Establish a regular meeting schedule. Assign City liaisons to stakeholders.	Kymberly Horner	Ongoing		In progress /Ongoing. The City Manager has been visiting businesses monthly and ED Director is working with Governor's Office "GoBiz" program in recruiting manufacturing industries to Oxnard. As part of the Downtown Vision Process, Staff held regular meetings with the Downtown Business Community.
2. Enhance business development throughout the City.	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.1 Update industrial zoning code sections to address current needs	Ashley Golden	September 2017		Draft Changes completed; Monthly meetings with EDCO to review; Community outreach this spring. Funding is necessary to hire a consultant to stay on target.

2. Enhance business development throughout the City.	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.2 Update the temporary use zoning code and related procedures	Ashley Golden	July 15, 2017		In Progress & on track Met with stakeholders and city staff to streamline process and review procedures
		2.a.3 Create and implement vacation rental regulation and related procedures	Ashley Golden	June 2017		Staff has held and will continue to hold meetings regarding this issue: August 2016 Community meeting November 2016 Planning Commission Study Session City will need to retain technical and legal experts.
		2.a.4 Explore infrastructure financing programs (grants, etc.) to help fund infrastructure improvements in the City's industrial areas	Kymberly Horner	August 1, 2016		Consultation with Legislative Analyst concerning the pros and cons of AB 313 Enhanced Infrastructure Districts. Additional updates from Legislative Advocate Mike Arnold, for other potential grants or financing mechanisms to help the City's industrial areas, have been requested. Update to City Council to be provided July 2017

2. Enhance business development.	2.b Improve relationships and communication between the City and the business community.	2.b.1 Establish ongoing "A to Z on starting a business" workshop, create a "Starting a New Business in Oxnard" video guide & booklets, include business startup resources and a checklist of requirements on the City's website	Tammy Gutierrez	October 1, 2016	Partially Complete	October 2016: power point presentations were created in English and Spanish on how to obtain a business tax certificate. Since then, we have created a couple of specific trade presentations as well. Our goal is to have the power points used to create a "voice over" or videos for the same where they can be accessed on line, YOUTUBE, run on City channels or even on our 311 App.
2. Enhance business development.	2.b Improve relationships and communication between the City and the business community.	2.b.2 Develop a *Business Ambassador* effort in which City staff work with new and existing businesses to discuss their needs and interests	Tammy Gutierrez	January 1, 2017/ Ongoing		Licensing will begin attending Building Division's scheduled Small Business meetings with new business owners and their representatives to introduce ourselves and determine ways we can assist them in the new business process.

2. Enhance business development.	2.b Improve relationships and communication between the City and the business community.	2.b.3 Implement scheduled, monthly meetings with new business owners and/or designee to discuss their needs and/or questions. Information collected to be shared with the appropriate department(s) and/or City Council.	Tammy Gutierrez	February 1, 2017		Coordinate with Chamber of Commerce and other business groups to schedule meetings with the business community once the “how to videos” are complete. (A request was sent to the Economic Development Director to join the Business Advocacy Committee).
2. Enhance business development.	2.b Improve relationships and communication between the City and the business community.	2.b.4 Follow up with new businesses after establishment (3 months) to gather their feedback on overall experience. Information collected to be shared with the appropriate department(s) and/or City Council.	Tammy Gutierrez	May 1, 2017		Prepared an initial draft of a “Welcome to Oxnard” letter to be sent to business owner by e-mail with a link to a survey of their experience. We are working on compiling the questions we will use on the survey. Once complete we will work with IT on implementing.

2. Enhance business development.	2. c Capitalize on historic, cultural and natural resources.	2.c.1 Complete an assessment and inventory of Oxnard's historical, cultural and artistic capital, developing a summit that explores the themes of a "cultural economy" and Oxnard's resources therein. Prepare a strategic plan for promoting and incorporating historical, cultural, and artistic resources in the general economy	Chelsea Reynolds	December 1, 2016		Ongoing, held Cultural Arts Festival in summer of 2016 as an introductory event encouraging collaboration between Oxnard's art community. Held cultural districts meeting in October to explore the idea of an "Arts District" in downtown Oxnard. Currently planning a convening of Oxnard cultural, historic and arts stakeholders (in spring 2017) to begin the strategic planning process.
2. Enhance business development.	2.d Public safety will collaborate with the business community to promote an environment that supports economic development.	2.d.1 Beat Coordinators will have made contact with all businesses in their respective areas.	Jason Benites	August 31, 2017		The Neighborhood Policing Team is making a concerted effort to systematically make contact with over 3,800 Oxnard businesses by August 2018. The team is also making contact with schools and churches.

2. Enhance business development.	2.d Public safety will collaborate with the business community to promote an environment that supports economic development.	2.d.2 Expand crime prevention through environmental design (CPTED) assessments for businesses.	Jason Benites	Ongoing		In addition to the eleven workshops mentioned in 1.i.2, two on-site CPTED assessments were performed, based upon requests. The Police Department also provided eleven (11) crime prevention workshops for businesses in 2016.
		2.d.3 Enhance efforts to address vagrancy near commerce centers	Jason Benites	Ongoing		The Police Department added a second homeless liaison officer to aid efforts to address vagrancy issues.
3. Enhance business retention and attraction.	3.a Implement an economic development plan for attracting and retaining business.	3.a.1 Develop a business attraction and retention plan. Incorporate information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner	October 1, 2016		In September 2016, Staff sought the assistance of professional Economic Development companies to assist with the development of a Comprehensive Economic Development Plan to address issues specific to Oxnard's economy. Included in the Plan will be the development of a business attraction and retention program. December 2017

3. Enhance business retention and attraction	3.a Implement an economic development plan for attracting and retaining business.	3.a.2 Conduct a City Council work session to define a shared definition of a "Business Friendly" environment . Include information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner	August 1, 2016		In September 2016, Staff sought the assistance of professional Economic Development companies to assist with the development of an economic development plan to address issues specific to Oxnard's economy. The RFP includes services to implement a City Council work session to create a Business Friendly Environment. December 2017
		3.a.3 Continue and expand the Business Visitation Program	Kymberly Horner	July 1, 2016		Ongoing. The City Manager is continuing business visits monthly. City staff attends Chamber events to aide in welcoming new business to the City and promoting the City.
		3.a.4 Develop a method to survey businesses that close or leave the industrial area to learn from common issues. Share this information with department(s) and/or City Council.	Kymberly Horner	December 1, 2016		In September 2016, Staff sought the assistance of professional Economic Development companies to assist with the development of an economic development plan to address issues specific to Oxnard's economy. The RFP includes services to survey departing businesses. These discussions are also ongoing with EDC-VC
4. Implement a "one stop shop" effort at the City's Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.1 Establish and track building permit plan check turnaround times for all division's involved in the process	Ashley Golden	December 2016		Ongoing; Part of FY 16/17 Budget Measurables, did not meet goal for quarter one.

4. Implement a "one stop shop" effort at the City's Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.2 Establish and track planning permit processing timelines	Ashley Golden	December 2016		Ongoing; Part of FY 16/17 Budget Measurables, did not meet goal for quarter one.
		4.a.3 Implement online permitting, bill pay, and inquiry ability for customers for all Service Center activities	Keith Brooks	December 2017		Staff has rolled out cost-effective methods of online permitting, bill pay and inquiry ability. A full-fledged version requires funding. Part of ERP project kicking off April 2017.
		4.a.4 Develop a cross-training program to ensure concierge and counter staff is knowledgeable and to implement the *One-Stop Shop*	Ashley Golden	July 2017		In Progress and on track; Identified program topics and lead staff for each training topic
		4.a.5 Update customer handouts and create "how-to" videos for frequently asked questions related to Service Center activities	Ashley Golden	First Phase: July 2016 Second Phase: Ongoing		Handouts completed; FAQs completed; How to Videos not underway
		4.a.6 Update City's Temporary Use Permit("TUP") Process	Ashley Golden	Phase 1: September 2016		Staff has made updates, but inter-departmental teams are needed to determine further changes

4. Implement a "one stop shop" effort at the City's Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.7 Conduct and/or attend annual customer service trainings for Service Center employees	Lisa Yoshimura	September 30, 2016		City held customer service trainings on April 12 and 19.
		4.a.8 Establish long term goals, roles and responsibilities between the One-Stop Shop and EDCO.	Kymberly Horner	September 30, 2016		In Progress. ED Staff is coordinating with EDCO staff concerning potential responsibilities of the City, upon the June 30, 2017 dissolution of EDCO. Staff anticipates a continued relationship with EDCO Staff to ensure an orderly transition of responsibilities.
5. Revitalize Oxnard's downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	5.a.1 Review the Congress for New Urbanism 2016 Oxnard report, and make recommendations to City Council and Planning Commission	Kymberly Horner	June 30, 2016		Downtown Vision Plan Completed in October 2016. https://www.oxnard.org/wp-content/uploads/2016/07/DTDraftVisionPlan.pdf 3-Year Implementation Plan was approved by City Council December 2016 Capital Improvement Projects submitted to City Council for consideration January 2017.
5. Revitalize Oxnard's downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and	5.a.2 Identify desired uses for strategic sites and update zoning code if necessary to allow for development of the sites	Kymberly Horner	September 1, 2016		Economic Development will work with Development Services in connecting this process to the October 2016 Vision Plan as Accepted by the City Council
		5.a.3 Update central business district zoning code, including but not limited to: parking, signage, design guidelines, uses,	Ashley Golden	September 2016 – June 2018		Requires City Council budget authorization and consulting services. Scheduled for Spring 2017 City Council Consideration

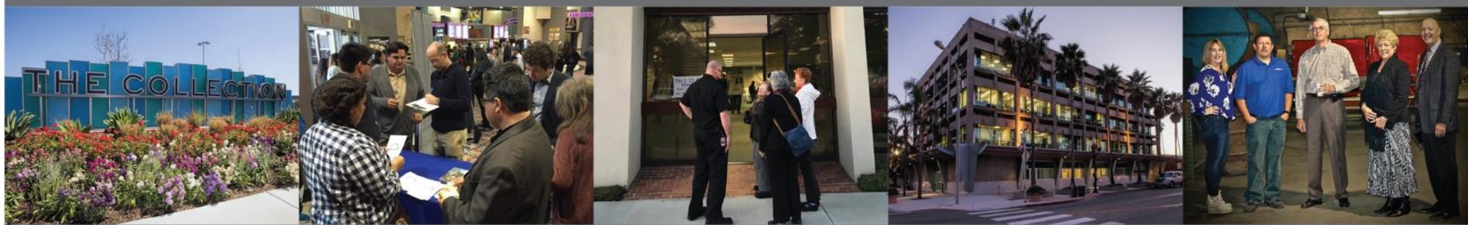
	historic assets.	permit procedures				
5. Revitalize Oxnard's downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	5.a.4 Modify/Create Downtown Arts, Dining and Entertainment districts that includes modification to existing ordinances and owner-accountability systems	Kymberly Horner	December 1, 2016		In Progress: included in the Vision Plan and 3-Year Implementation Plan Functions to be shared with Community and Cultural Affairs Department.
		5.a.5 Develop a method to survey restaurants and retail businesses that close or leave the Downtown to learn from common issues for correction. Share this information with department(s) and/or City Council.	Kymberly Horner	September 1, 2016		On-Going discussion with ODID Board Members, and business owners regarding common causes and factors for business and retail attrition Coordination between City Departments and ODID for Survey and Solutions. New timeline: December 2017

On Schedule and within budget
Behind schedule or exceeding budget
Stopped – No Progress

CITY OF OXNARD CALIFORNIA

ECONOMIC DEVELOPMENT STRATEGY

Purpose: To develop and enhance Oxnard's business climate, promote the City's fiscal health,and support economic growth in a manner consistent with the City's unique character.



City Council Strategic Priorities 2016-2018

GOAL 1

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

OBJECTIVES

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

PERFORMANCE MEASURES

1. Increase in annual number of new businesses opened in Oxnard by 5%.

GOAL 2

Enhance business development throughout the City.

OBJECTIVES

a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.
b. Improve relationships and communication between the City and the business community.
c. Capitalize on historic, cultural and natural resources.
d. Public safety will collaborate with the business community to promote an environment that supports economic development.

PERFORMANCE MEASURES

1. 10% Improvement in the building permit turnaround time.

GOAL 3

Enhance business retention and attraction.

OBJECTIVES

a. Implement an economic development plan for attracting and retaining business.

PERFORMANCE MEASURES

1. 5% improvement in City's annual retention rate.

GOAL 4

Implement a "one stop shop" effort at the City's Service Center.

OBJECTIVES

a. Streamline internal process to ensure government efficiencies.

PERFORMANCE MEASURES

1. Turnaround time for 1st plan checks is less than 4 weeks 90% of time.
2. Turnaround time for discretionary permits is less than 6 months 90% of the time.
3. Customer satisfaction surveys with approval ratings over 85%.

GOAL 5

Revitalize Oxnard's downtown and pursue economic development opportunities.

OBJECTIVES

a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity, and historic assets.

PERFORMANCE MEASURES

1. 5% increase in number of visitors/tourists to Oxnard for the next two years.

CITY OF OXNARD CALIFORNIA

INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN

Purpose: *To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.*

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.	1.a. Complete the Public Works Integrated Master Plan.	1.a.1 Complete Water, Wastewater, and Storm Water master plans	Robert Hearne	6/30/16	ONGOING	Draft Complete. Pending final council approval after implementation of new rates and subsequent completion of EIR. New date 3/31/2018.
		1.a.2 Complete the Pavement Management Plan	Robert Hearne	9/30/16	COMPLETE	2016 update Complete 2017 update will begin in Spring
		1.a.3 Complete the Environmental Resources (ER) Master Plan	Todd Vasquez-Housley	6/30/16	ONGOING	Contractor selection made in Nov 2014. Contract award delayed due to utility rate process. New completion date 6/30/2018

		1.a.4 Complete a city-wide Parks Master Plan	Art Gutierrez	12/31/16	ONGOING	Authorization to begin delayed until Fall 2016. RFP reviewed by Parks and Rec. Commission. New completion date 6/30/18
1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.	1.b. Develop master plans for other City facilities and vehicles.	1.b.1 Complete Maintenance Services Master Plans (Parks, Facilities and Fleet) including Americans with Disabilities Act (ADA) plan and Landscape Standards.	Art Gutierrez	6/30/17	ONGOING	Draft Facilities and Fleet plans complete. Final pending identification of funding available in FY18 budget.
2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.	2.a. Develop a City-wide asset management program.	2.a.1. Evaluate current assets and methods for tracking them.	Keith Brooks	6/30/17	COMPLETE	All asset tracking systems have been evaluated and documented within the IT Master Plan.
		2.a.2. Identify priorities based on day-to-day operations, critical needs, condition, and use.	Art Gutierrez	6/30/17	ONGOING	Water and Wastewater projects have been identified.
		2.a.3. Identify short term, midterm, long term projects	Art Gutierrez	6/30/17	ONGOING	Water and Wastewater have been identified, pending completion of task 1.b.1 06/30/18

		2.a.4 Implement a computerized maintenance management system (CMMS) for all City assets.	Art Gutierrez	6/30/17	ONGOING	Staff has evaluated CMMS system; implementation in FY 18 budget.
	2.b Develop an asset management funding plan.	2.b.1. Evaluate Funding Sources for Asset Management	Jim Throop	6/30/17	ONGOING	New budget for FY18, will allow for review of possible funding sources.
	2.b Develop an asset management funding plan.	2.b.2 Provide biannual updates on both assets and needs to Council.	Jim Throop	12/31/17		Work with depts will begin after the FY18 budget cycle. Report structure will be created with first report by Dec. 2017
	2.c: Sell unneeded City assets.	2.c.1 Identify unneeded assets	Art Gutierrez	6/30/17	ONGOING	Unneeded assets will be identified in FY18 CIP plan
		2.c.2 Begin sales of assets	Jim Throop	6/30/18	ONGOING	Once asset listing is received, analysis and planning will commence for disposal
3. Ensure Funding is adequate to meet the goals of the master plans.	3.a. Maximize funding sources.	3.a.1 Develop a Measure "O" allocation plan that includes infrastructure improvements such as streets, City buildings, parks and other capital needs.	Jim Throop	6/30/17	ONGOING	Analysis of Measure O funding has begun. Current analysis is on approved ongoing costs and how to move to General Fund, thus allowing more one-time improvements

		3.a.2 Develop strategies and funding sources for alley maintenance.	Jim Throop	12/30/16	ONGOING	Draft strategies complete. Reviewing possible assessment districts, grants, etc. for new funding in FY18 budget. Discussion with City Manager, City Attorney and City Council on possible creation of assessment districts is needed. Revised date is Dec. 2017
		3.a.3 Develop strategies and funding sources for storm water program.	Jim Throop	12/31/16	ONGOING	Funding sources to be identified in FY18 budget. Discussion needed with City Manager/City Atty/Council to discuss possible new cost item for utility billing. New completion date 12/30/17
		3a.4 Apply for grants and loans through Watershed Protection District and State Water Bonds.	Jim Throop	12/31/16	ONGOING	Grant applications ongoing. Current grants include ASR well and EPA training

	3.b. Set rates and fees to fully recover cost.	3b.1. Update fees and charges.	Jim Throop	06/30/17	ONGOING	Cost Allocation Plan (CAP) must be completed prior to fee study. CAP is scheduled to be done by April 2017. The fee study then takes approximately 4 months to complete.
		3b.2 Update utility rates	Jim Throop	06/30/17	ONGOING	Wastewater has been completed and is now following Prop 218 process. Water will be going before council for a one-year rate while a more in-depth study is done. Solid Waste rates will go before Council before the end of the FY2017

4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.	4.a. Implement CIP plans.	4.a.1: Complete the balance of local street paving projects funded by Measure "O".	Robert Hearne	6/30/2017	ONGOING	Completed 8 neighborhoods, 4 underway, and 4 delayed due to lack of water funds for pipeline replacement. Will review availability of other funds in FY18 budget. New completion date 9/30/2018
	4.a. Implement CIP plans.	4.a.2 Complete plans for Wastewater Treatment Plant ~~urgent needs~~ emergency projects	Thien Ng	6/30/2017	ONGOING	WWTP projects were redefined in 2017 Cost of Services Study. Preliminary design of emergency repair project is complete. New completion date is 3/30/18
		4.a.3 Complete plans to expand the Advanced Water Purification Facility (AWPF) production by 50%	Thein Ng	9/30/17	ONGOING	Conceptual design and cost estimate complete. Pending approval of new water rates. New completion date 3/30/2018

4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.	4.b. Catch up on deferred maintenance for City facilities.	4.b.1 Coordinate maintenance functions Citywide to increase efficiency.	Art Gutierrez	12/31/16	ONGOING	Contracts are currently being rewritten. New completion date 9/30/2017
		4.b.2 Perform facility maintenance and equipment replacement per Asset Management Plans.	Art Gutierrez	12/31/17	ONGOING	Pending completion of CIP plan and funding; Additional funding requested through mid year budget. Ongoing funding to be identified in FY18 budget.
5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.	5.a. Develop and implement a sustainability program.	5.a.1 Combine recycling and water conservation staff and create a Sustainability Manager position.	Todd Housley	07/01/16	ONGOING	Existing staff have been combined. Vacancy fills on hold pending new utility rates. Sustainability Manager will be added in ER position control resolution which is delayed due to utility rate process. New completion date 6/30/2017.

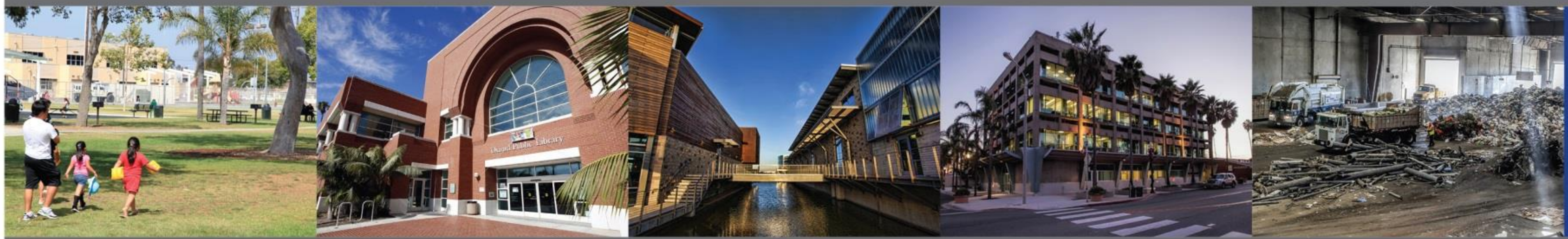
	5.a. Develop and implement a sustainability program.	5.a.2 Develop a coordinated Solid Waste and Wastewater waste to energy plan.	Thien Ng	6/30/17	ONGOING	Pending completion of ER Master Plan in Task 1.3.a. Contractor selection made in Nov 2014. Contract award delayed due to utility rate process. New completion date 6/30/2018
		5.a.3 Partner with the Nature Conservancy and Coastal Conservancy to develop the Ormond Beach Wetlands Restoration Plan with a long-term vision to attract tourism and protect.	Doug Spondello	07/31/17	ONGOING	Interviews held for consultants considering preparing the Ormond Beach restoration plan in response to RFP
5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.	5.b. Protect ocean and waterways.	5.b.1 Implement storm water BMPs.	Thien Ng	12/31/17	ONGOING	BMPs have been identified. BMPs will be implemented once funding is identified in FY18 in Task 3.a.3.
		5.b.2 Update our local coastal plan (LCP) to provide orderly and long-range conservation and management of our coastal resources.	Doug Spondello	3/15/17	ONGOING	Draft LCP prepared in November 2016, for Coastal Commission review Submittal of the LCP to the Coastal Commission expect ed in late 2018

On Schedule and within budget
Behind schedule or exceeding budget
Stopped – No Progress

CITY OF OXNARD CALIFORNIA

INFRASTRUCTURE AND NATURAL RESOURCES STRATEGY

Purpose: To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.



City Council
Strategic Priorities
2016-2018

GOAL 1

Ensure Master Plans for all City infrastructure are current, synchronized and consistent with the General Plan.

OBJECTIVES

a. Complete the Public Works Integrated Master Plan.
b. Develop master plans for other City facilities and vehicles.

PERFORMANCE MEASURES

1. Ensure integrated master plan is at least 70% implemented.

GOAL 2

Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and stormwater.

OBJECTIVES

a. Develop a City-wide asset management program.
b. Develop an asset management funding plan.
c. Sell unneeded City assets.

PERFORMANCE MEASURES

1. Reduce maintenance backlog by 20% annually.

GOAL 3

Ensure funding is adequate to meet the goals of the master plans.

OBJECTIVES

a. Maximize funding sources.
b. Set rates and fees to fully recover cost.

PERFORMANCE MEASURES

1. Increase number of grants applied for by 10%.

GOAL 4

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

OBJECTIVES

a. Implement CIP plans.
b. Catch up on deferred maintenance for City facilities.

PERFORMANCE MEASURES

1. Complete 20% of CIP projects.

GOAL 5

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

OBJECTIVES

a. Develop and implement a sustainability program.
b. Protect ocean and waterways.

PERFORMANCE MEASURES

1. Ensure coastal plan is at least 25% implemented.

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: <u>4</u>**

DATE: March 28, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Presentation by Mayor Flynn on Proposed City Council Committee Reorganization. (5/10/5)

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

RECOMMENDATION:

That following the Mayor's presentation on his recommendations for reorganization of the Council committee structure, the City Council discuss the proposal and provide direction as needed.

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 5**

DATE: March 28, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Marijuana Study Session (10/60/30)

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

RECOMMENDATION:

That City Council holds a study session and provides policy direction to staff on future marijuana regulations.

BACKGROUND

On November 8, 2016, California voters passed the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") as Proposition 64. The AUMA legalized the nonmedical use of marijuana by persons 21 years of age and over, the personal cultivation of up to six marijuana plants, and commercial marijuana businesses as discussed below. Additionally, the AUMA provides that local governments can reasonably regulate, but not ban, personal indoor cultivation of up to six living marijuana plants within a private residence.

All nonmedical marijuana businesses must have a state license in order to operate, but the AUMA does not limit the City's authority to adopt and enforce local ordinances regulating or prohibiting state-licensed marijuana businesses. A state license cannot be issued to an applicant whose operations would violate the provisions of any local ordinance. If the City wishes to regulate or ban commercial marijuana businesses before they may legally operate within the City, the regulations or ban will need to take effect before the state begins issuing nonmedical marijuana business licenses. The League of California Cities anticipates this may take place by January 1, 2018, although the process may take longer due to the complexity of the regulatory issues facing the state. With these time constraints, staff requires policy guidance from the City Council to determine what type of regulations should be pursued in the City.

Under the City's existing marijuana regulations, medical dispensaries are banned and outdoor cultivation/deliveries of commercial and medical marijuana are also prohibited. Existing regulations also prohibit the City from licensing commercial activities. However, if this policy directive is to be maintained in the future, it is recommended that this prohibition be made clearer within the City's zoning code. Below is a summary of the City's current regulations:

- No medical marijuana dispensaries or businesses are permitted (OCC 7-281)
- No outdoor cultivation of marijuana (medical or recreational) is permitted; indoor cultivation of 6 plants in accordance with the AUMA is allowed (OCC 7-282)
- No deliveries of marijuana (medical or recreational) are permitted (OCC 7-283)
- No license or permit shall be issued for the sale, supply or provision of marijuana in the City (2007 uncodified ordinance).

Many local jurisdictions are in a similar regulatory position as the City. The current state of regulations in other local jurisdictions post AUMA is detailed below:

- Camarillo - Moratorium on commercial activities and outdoor cultivation
- Fillmore - No commercial activities and indoor growing permit required
- Ojai - No commercial activities, provision for three permitted non retail medical dispensaries
- Port Hueneme - No commercial activities, potentially allowing medical dispensaries
- Santa Paula - No commercial activities
- Simi Valley - No commercial activities
- Thousand Oaks - No commercial activities
- Ventura (City) - Moratorium on commercial activities and outdoor cultivation
- Ventura (County) - No commercial activities and the County has adopted a "go slow" approach regarding regulations allowing access to medical marijuana.

In summation, no local agency currently allows commercial activities. The City of Ojai currently allows limited medical marijuana dispensary activities. It is possible that the City of Port Hueneme and the unincorporated area will also allow medical marijuana activities in the future. Only the City of Fillmore regulates indoor grow activities under the AUMA. Fillmore also passed tax initiatives on marijuana cultivation and sales in November of 2016, although such activities are not currently allowed there.

Policy Decisions

With passage of AUMA, the state will license a variety of commercial marijuana operations, such as dispensaries, cultivation operations, manufacturing, distribution, testing laboratories and deliveries. State law also has a "phase in" period under which large commercial cultivation operations will not be permitted for the first 5 years. Large scale operations are defined as indoor cultivation over 22,000 square feet or outdoor cultivation greater than one acre. The regulatory options for the City present numerous variables depending upon the policy direction of the Council. These range from generally prohibiting commercial operations to allowing certain (or all) specific operations under a range of potential City regulations. Due to the wide variety of potential local regulatory permutations, up-front policy guidance from the City Council is essential before specific regulations can be drafted for adoption. Proceeding in this fashion will allow staff to prepare regulations in anticipation of the upcoming state deadline. At this early stage City Council direction on the following overarching issues is needed in order to determine the next steps for the City.

- *Should commercial marijuana businesses be allowed within the City?*
- *If the answer is yes, what type?* The AUMA allows for state licensing of cultivators, manufacturers, testing laboratories, retailers, distributers and microbusinesses.
- *Should commercial activities be contingent upon passage of a tax measure?* A new tax would require voter approval and the earliest date for a tax measure is November of 2018.
- *Should the current medical marijuana regulations be revisited?* If the Council does not believe that commercial uses are appropriate in the City, has there been any shift in opinion as to medical marijuana activities in the City, such as dispensaries or delivery services?

As a last caveat to an already complex landscape, the new presidential administration has commented recently on the validity of state marijuana programs (marijuana remains illegal under federal law). Although there has not been consistent directive at the federal level, there may be distinctions made between commercial and medical marijuana activities in the future. At this point in time, enforcement direction by the Department of Justice is still unknown.

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.