

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, 305 West Third Street 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.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
March 3, 2015

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Recognition of the Rose Park Neighborhood Council "Vecinos Unidos de Rose Park."
2. **SUBJECT:** Presentation of Proclamation Designating March 14, 2015, as "Volunteer Income Tax Assistance Program" Day.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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. 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 any 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. The presiding officer shall limit public comments to three minutes.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

City of Oxnard internet address: www.ci.oxnard.ca.us.

J. APPOINTMENT ITEMS – 6:10 P.M. These are **INFO CONSENT** Items carried over from February 24, 2015 meeting

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Fire Department

2. SUBJECT: California Fire Assistance Agreement Terms and Conditions. (005)

RECOMMENDATION: Adopt a resolution identifying the terms and conditions for Fire Department response to incidents that are under the California Fire Assistance Agreement (CFAA).

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS – 6:15 P.M.

Community Development Department

1. SUBJECT: Conduct Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Adoption of a Resolution Approving the Issuance of \$1,895,000 of California Enterprise Development Authority Revenue Bonds for the Benefit of KJH Properties, LLC. (011)

RECOMMENDATION: 1) Hold a public hearing regarding the issuance by the issuance by the California Enterprise Development Authority (the “Authority”) of not to exceed \$1,895,000 of the Authority’s Revenue Bonds (the “Bonds”) for the benefit of KJH Properties, LLC, a California limited liability company (the “Company”); and 2) Adopt a resolution approving the issuance of Bonds by the Authority.

Legislative Body: CC

Contact: David Millican

Phone: 385-7461

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 13-580-05 (Zone Text Amendment) for Accessory Structures. (019)

RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance approving Planning and Zoning Permit No 13-580-05 (Zone Text Amendment) regarding regulations for accessory structures in residential zones.

Legislative Body: CC

Contact: Douglas Spondello

Phone: 385-3919

J. APPOINTMENT ITEMS – 6:45 P.M.

3. SUBJECT: Verbal Update on the Convention and Visitors Bureau Annual Report.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC/SA Contact: Grace Magistrale Hoffman Phone: 385-7430

K. REPORTS

General Services Department

1. SUBJECT: Verbal Update on Citywide Tree Trimming.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Police Department

2. SUBJECT: Smart Policing Initiative (SPI) FY15 – Body Worn Camera Systems. (039)
RECOMMENDATION: Adopt a resolution: 1) Authorizing the City Manager to execute and submit an application for up to \$700,000 in grant funds to the U.S. Department of Justice for Body Worn Camera Systems; 2) Authorizing the City Manager or designee to execute grant agreements; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and 4) Authorizing the Chief of Police or designee to submit non-financial reports.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

L. 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.

1. SUBJECT: Verbal Update on the Status of the Memorandum of Agreement with the County of Ventura Regarding the Channel Islands Harbor.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC/SA Contact: Matthew Winegar Phone: 385-7868

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

1. SUBJECT: Discussion and Determination Whether to Include at Future City Council Meetings for Consideration, with the Accompanying Appropriate Research and Agenda Report, Items Raised at Previous Council Meetings.
RECOMMENDATION: Consider and determine by majority vote whether to include the following items on future City Council meeting agendas: 1) St. Francis Dam Failure Presentation; 2) Green Building Code Presentation; 3) Regulation of Dogs on Public Beaches; and 4) Establishment of an Athletics Commission.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7483

2. SUBJECT: Verbal Update on the City Attorney Recruitment
RECOMMENDATION: Receive verbal update.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

N. 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.

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Attorney Services Agreement for Special Counsel in Proceedings Related to Electrical Generating Facilities at Mandalay and Ormond Beach. (043)
RECOMMENDATION: 1) Approve and authorize the City Manager to execute an Attorney Services Agreement in a sum not to exceed \$200,000 with Shute Mihaly & Weinberger, LLP (“Shute”) (7002-15-CA); and 2) Authorize the special budget appropriation in the amount of \$200,000 from the General Fund Operating Reserve Fund.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7483
2. SUBJECT: Attorney Services Agreement for Special Counsel to Represent the City in a Variety of Human Resources Related Matters. (069)
RECOMMENDATION: 1) Approve and authorize the City Manager to execute an Attorney Services Agreement in a sum not to exceed \$240,000 with Renne Sloan Holtzman Sakai LLP (“Renne”) (7001-15-CA); and 2) Authorize the special budget appropriation in the amount of \$240,000 from the General Fund Operating Reserve Fund.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7483

City Clerk Department

3. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for January 13 and 27, 2015; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for January 13 and 27, 2015. (089)

RECOMMENDATION: Approve.

Legislative Body: CC/SA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

4. SUBJECT: Agreements for City Council Review. (107)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Community Development Department

5. SUBJECT: Assignment and Assumption Agreement Regarding Long-Range Property Management Plan Advisory Services Agreement with Kosmont Companies. (109)

RECOMMENDATION: 1) That the City Council approve the City's entry into an Assignment and Assumption Agreement with the Oxnard Community Development Commission Successor Agency; and 2) That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency's entry into an Assignment and Assumption Agreement with the City of Oxnard.

Legislative Body: CC/SA

Contact: Kymberly Horner

Phone: 385-7407

Fire Department

6. SUBJECT: Recognize Revenue and Appropriate Funds for the Supplemental 2013 Emergency Management Performance Grant (EMPG). (149)

RECOMMENDATION: Approve a Budget Appropriation to Recognize Revenue and Appropriate Funds in the amount of \$45,000 from the Supplemental 2013 Emergency Management Performance Grant (EMPG).

Legislative Body: CC

Contact: Susan Duenas

Phone: 385-7717

General Services Department

7. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (to be numbered A-7751) for GS13-14 Oxnard Transit Center (OTC) Heating & Air Conditioning (HVAC) System Upgrade. (153)

RECOMMENDATION: 1) Award a contract to be numbered A-7751 to the lowest responsible and responsive bidder, Bon Air, Inc. in the amount of \$567,000 for GS13-14-Oxnard Transit Center Heating & Air Conditioning System Upgrade, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Approve a Budget Appropriation in the amount of \$20,000 from TDA/LTF4-TRANS.FND 99400c to the Oxnard Transportation Center Heating and Air Conditioning System Upgrade Project No. 143105.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

Utilities Department

8. SUBJECT: UD15-10 Channel Islands Neighborhood Street Resurfacing. (177)
 RECOMMENDATION: Approve Project Specification No. UD15-10 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Channel Islands Neighborhood and authorizes staff to solicit bids.
 Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

9. SUBJECT: UD14-07 Hobson Park West Neighborhood Street Resurfacing. (179)
 RECOMMENDATION: Approve Project Specification No. UD14-07 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Hobson Park West Neighborhood and authorizes staff to solicit bids.
 Legislative Body: CC Contact: Jay Duncan Phone: 385-8387

T. ADJOURNMENT



Meeting Date: 03/03/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. J-1

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: February 11, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office

SUBJECT: Agreements for City Council Review

RECOMMENDATION

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

DISCUSSION

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.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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.

City Manager Contract List for 02/24/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	Environmental Resources Dept.	Alert Communications	After Hours Answering Service for the Environmental Resources Department	\$87,000
	Todd Housley	Agreement No. 6969-14-CM	Answering service to answer the Environmental Call Center line on weekends, holidays, after City regular business hours and as needed. This is a one year agreement for an amount not to exceed \$29,000 and two additional one-year extensions for a total of three years.	
	385-8221		An RFP was issued for hotline services on April 1, 2013, and is on file in the City's purchasing office.	
			Total Contract Amount: \$87,000 FundingSource: Environmental Resources	
B Original Agreement	General Services	Alert Communications	After Hours Answering Service for the Graffiti Hotline	\$45,000
	Cyndi Hookstra	Agreement No. 6967-14-CM	Answering service to answer the graffiti hotline and dispatch crews on weekends, holidays, after City regular business hours and as needed. This is a one-year agreement for an amount not to exceed \$15,000 and two additional one-year extensions for a total of three years. The first agreement was allowed to lapse in error on June 30, 2014. This agreement replaced the first expired agreement for necessary services.	
	385-8079		An RFP was issued for hotline services on April 1, 2013, and is on file in the City's purchasing office.	
			Total Contract Amount: \$45,000 FundingSource: General Fund	
C Original Agreement	Police Department	New Image 2000 Mobile Carwash	Carwash Services for Oxnard Police Department Fleet	\$135,000
	Andrew Salinas	Agreement No. 6386-13-PO	To provide washing and detailing services for all Police vehicles. This includes Patrol, Investigations, Special Operations, Administrative vehicles, and Code Compliance. The vendor also provides hazardous material cleanup for police units which includes bodily fluids.	
	805-385-7756		A request for proposal process was completed in November 2013, and resulted in the selection of New Image 2000 Mobile Car Wash. This agreement is retroactive to December 15, 2013. This is a 3-year contract at \$45,000 per year for a total value of \$135,000.	
			Total Contract Amount: \$135,000 FundingSource: General Fund	

City Manager Contract List for 02/24/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Task Order	Utilities/Wastewater Jeffrey Miller	Sam Hill & Sons Agreement No. A-7721	Emergency Repairs to Sewers and Storm Drains Emergency sewer manhole replacement at the intersection of Victoria Avenue and Hemlock Street due to a failure at the lower shaft section of the manhole that allowed dirt and debris to enter the sewer line causing a partial sewer blockage. A large cavity that was forming underneath the roadway was also repaired along with an adjacent manhole that needed to be rehabilitated prior to failing. This contract was a Public Bid. Sam Hill & Sons was the lowest qualified bidder. The contract amount is unchanged. The balance of the contract is \$1,406,160.61.	\$75,290
		797-7604	Task Order 4	Total Contract Amount: \$1,500,000 FundingSource: Wastewater Collection Operating	
F	Change Order	Development Services Cynthia Daniels	Security Paving Co. Inc. Agreement No. 7228	Project Spec. PW03-19 Rice/Santa Clara Ave Interchange at Highway 101 Improvements This change order is a credit to the City for work the contractor performed on the 45-inch water line relocation along Rice Avenue. The credit is based on proof of actual work performed and reviewed by the City's construction manager. Project specifications require a price adjustment analysis when the actual quantity installed or constructed (in this case, Bid Item No. 128) exceeds the bid quantity by more than 25 percent.	-\$62,560
		385-7871	Change Order 114	Contractor was selected as lowest bidder in October 2009. Total Contract Amount: \$35,527,923 FundingSource: Circulation System Improvement Fees (Traffic Impact Fee)	



Meeting Date: 03/03/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Brad Windsor, Assistant Fire Chief *BW* Agenda Item No. J-2

Reviewed By: City Manager *JM* City Attorney *PT* Finance *JD* Other (Specify) _____

DATE: January 6, 2015

TO: City Council

FROM: James A. Williams, Fire Chief
Fire Department

James A. Williams

SUBJECT: California Fire Assistance Agreement Terms and Conditions

RECOMMENDATION

That City Council adopt a resolution identifying the terms and conditions for Fire Department response to incidents that are under the California Fire Assistance Agreement (CFAA).

DISCUSSION

Effective January 1, 2015, the California Office of Emergency Services (CalOES) modified their funding process to require local agencies to have a resolution or contract provision to authorize reimbursement.

The City of Oxnard Fire Department routinely responds to requests for assistance to incidents outside of the jurisdiction of the City of Oxnard. These incidents and request for Mutual Aid typically occur from May through November but can occur at other times depending on emergency activity throughout the State. For incidents that are under the CFAA, these requests for resources to respond may be through an "Assistance for Hire" agreement administered by CalOES.

For such incidents, all costs may be reimbursed from the time of dispatch to the incident to time of return to the jurisdiction (portal to portal) for such resources under the "Assistance for Hire" agreement. These costs include identified personnel costs, equipment use, equipment repair or replacement and allowable administrative costs as authorized by the agreement. If the City does not adopt a resolution, CalOES will only reimburse the City for the time the resource(s) are at the incident.

FINANCIAL IMPACT

Adoption of the resolution will provide for full cost reimbursement for Fire Department response to CFAA incidents.

Attachment No. 1 – Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE TO INCIDENTS OUTSIDE OF THE JURISDICTION WHEN THE OXNARD FIRE DEPARTMENT IS COMPENSATED OR REIMBURSED FOR SUCH RESPONSE

WHEREAS, the Oxnard Fire Department routinely responds to requests for assistance to incidents outside the jurisdiction; and

WHEREAS, the request for resources to respond for assistance may be through an "Assistance for Hire" agreement; and

WHEREAS, the Oxnard Fire Department may be compensated for resources provided or reimbursed for response expenses through such agreements; and

WHEREAS, Oxnard Fire Department personnel will be compensated for all time (portal to portal) by the City of Oxnard for response through such agreements.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that:

1. When the City of Oxnard receives compensation and/or reimbursement for incident/event response through an agreement, such compensation and/or reimbursement shall be used for personnel compensation, equipment use, repair, and replacement, and allowable administrative costs as authorized by the agreement.
2. Personnel shall be compensated according to a Memorandum of Understanding (MOU), and/or other directive that identifies personnel compensation in the workplace.
3. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document shall be used to compensate such personnel.
4. The Oxnard Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
5. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

6. Oxnard Fire Department response personnel include: Fire Chief, Assistant Chief, Battalion Chief, Fire Captain, Engineer, Fire Inspector and Firefighter.

PASSED AND ADOPTED THIS 24TH day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE TO INCIDENTS OUTSIDE OF THE JURISDICTION WHEN THE OXNARD FIRE DEPARTMENT IS COMPENSATED OR REIMBURSED FOR SUCH RESPONSE

WHEREAS, the Oxnard Fire Department routinely responds to requests for assistance to incidents outside the jurisdiction; and

WHEREAS, the request for resources to respond for assistance may be through an “Assistance for Hire” agreement; and

WHEREAS, the Oxnard Fire Department may be compensated for resources provided or reimbursed for response expenses through such agreements; and

WHEREAS, Oxnard Fire Department personnel will be compensated for all time (portal to portal) by the City of Oxnard for response through such agreements.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that:

1. When the City of Oxnard receives compensation and/or reimbursement for incident/event response through an agreement, such compensation and/or reimbursement shall be used for personnel compensation, equipment use, repair, and replacement, and allowable administrative costs as authorized by the agreement.
2. Personnel shall be compensated according to a Memorandum of Understanding (MOU), and/or other directive that identifies personnel compensation in the workplace.
3. In the event a personnel classification does not have an assigned compensation rate, a “Base Rate” as set forth in an organizational policy, administrative directive or similar document shall be used to compensate such personnel.
4. The Oxnard Fire Department will maintain a current salary survey or acknowledgement of acceptance of the “Base Rate” on file with the California Governor’s Office of Emergency Services, Fire Rescue Division.
5. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

6. Oxnard Fire Department response personnel include: Fire Chief, Assistant Chief, Battalion Chief, Fire Captain, Engineer, Fire Inspector and Firefighter.

PASSED AND ADOPTED THIS 24TH day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

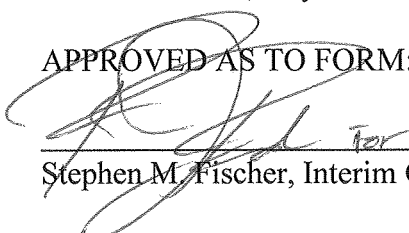
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☒ Public Hearing
☐ Other _____	☐ Other Appt. Item.

Prepared By: Dave Millican

Agenda Item No. I-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: February 9, 2015

TO: City Council

FROM: Dave Millican, Interim Chief Financial Officer - Consultant
Finance Department

SUBJECT: Conduct Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and Adoption of a Resolution approving the issuance of \$1,895,000 of California Enterprise Development Authority Revenue Bonds for the Benefit of KJH Properties, LLC

RECOMMENDATION

That the City Council:

1. Hold a public hearing regarding the issuance by the California Enterprise Development Authority (the "Authority") of not to exceed \$1,895,000 of the Authority's Revenue Bonds (the "Bonds") for the benefit of KJH Properties, LLC, a California limited liability company (the "Company").
2. Adopt a resolution approving the issuance of the Bonds by the Authority.

DISCUSSION

On December 16, 2004 the Industrial Development Financing Authority of the City of Oxnard issued \$2,650,000 aggregate principal amount of its Variable Rate Demand Industrial Development Revenue Bonds, Series 2004 (the "Refunded Bonds"). The proceeds of Refunded Bonds were used for the (a) acquisition of the real property and improvements located at 3151 Sturgis Road, Oxnard, California (the "Project Site"), (b) construction of an approximately 20,000 square foot manufacturing and processing facility on the Project Site, (c) acquisition and installation of certain manufacturing fixtures and equipment at the Project Site (collectively, the "Facilities"), and (d) payment of capitalized interest and certain costs of issuance in connection with the Refunded Bonds. The Facilities are used by J. Harris Industrial Water Treatment, Inc., a California corporation, an entity related to the Company, in connection with the manufacture and distribution of various water purification equipment used by companies in the pharmaceutical, biotech, electronics and other industries to generate clean water for use in their production processes or the manufacture of other tangible personal property. The Company has requested the City's and the Authority's assistance in refunding the Refunded Bonds. Concurrently with the issuance of the Bonds to refund the Refunded Bonds, the Authority is issuing additional

revenue bonds (the "San Jose Bonds") to finance the acquisition, rehabilitation and equipping of a manufacturing facility located at 1291 Oakland Road, San Jose, California 95112 for the benefit of the Company. The concurrent issuance of the Bonds and the San Jose Bonds will be of a significant benefit to the Company. The issuance of the Bonds may be completed through the Authority only if the City approves the financing. The Authority is a joint powers authority that was formed by the California Association for Local Economic Development (CALED), a statewide organization composed of economic development professionals at cities, counties, utilities and nonprofit organizations. The Authority was formed to further economic development efforts of CALED's members by assisting in the issuance of conduit revenue bonds. The City is an associate member of the Authority.

The Authority's Joint Powers Agreement and the Associate Membership Agreement make very clear that the Bonds of CEDA are not obligations of any of the members.

FISCAL IMPACT:

There is no fiscal impact to the City. The adoption of the resolution approving the financing of the Facilities and the issuance of the Bonds complies with the requirements of Section 147(f) of the Internal Revenue Code and Section 91530(f) of the California Industrial Development Financing Act. The City does not bear any responsibility for the tax exempt status of the interest on the Bonds, the debt service on the Bonds or any other matter related to the Bonds.

Attachment #1: Resolution approving the issuance of the Bonds by the Authority
Attachment #2: TEFRA Hearing Notice

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE ISSUANCE BY THE CALIFORNIA ENTERPRISE
DEVELOPMENT AUTHORITY OF ITS REVENUE BONDS FOR THE
BENEFIT OF KJH PROPERTIES, LLC AND/OR A RELATED OR
SUCCESSOR ENTITY IN AN AGGREGATE AMOUNT NOT TO EXCEED
\$1,895,000 FOR THE PURPOSE OF REFINANCING THE COST OF THE
ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN
PROPERTY AND OTHER MATTERS RELATING THERETO.**

WHEREAS, KJH Properties, LLC, a limited liability company (the "Borrower"), duly organized and existing under the laws of the State of California (the "State"), has requested that the California Enterprise Development Authority (the "Authority") issue, from time to time, pursuant to a plan of finance, its tax-exempt and/or taxable revenue bonds in an aggregate principal amount not to exceed \$1,895,000 (the "Bonds") for the benefit of the Borrower, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State (commencing with Section 6500) (the "Act"), including, more particularly, Section 6547.7 of the Act, to currently refund the outstanding Industrial Development Financing Authority of the City of Oxnard Variable Rate Demand Industrial Development Revenue Bonds, Series 2004 (J. Harris Industrial Water Treatment, Inc. Project) (the "Refunded Bonds"), the proceeds of which were used for the (a) acquisition of the real property and improvements located at 3151 Sturgis Road, Oxnard, California (the "Project Site"), (b) construction of an approximately 20,000 square foot manufacturing and processing facility on the Project Site, (c) acquisition and installation of certain manufacturing fixtures and equipment at the Project Site (collectively, the "Facilities"), and (d) payment of capitalized interest and certain costs of issuance in connection with the Refunded Bonds; and

WHEREAS, the Borrower owns the Facilities and J. Harris Industrial Water Treatment, Inc., a California corporation, a related entity, operates the Facilities in connection with the manufacture and distribution of various water purification equipment used by companies in the pharmaceutical, biotech, electronics and other industries to generate clean water for use in their production processes or the manufacture of other tangible personal property; and

WHEREAS, the issuance of the Bonds must be approved by the governmental unit having jurisdiction over the territorial limits in which the Facilities are located pursuant to the public approval requirement of Section 147(f) of the Code and Section 91530(f) of the California Industrial Development Financing Act (the "Financing Act"); and

WHEREAS, the Facilities are located within the territorial limits of the City of Oxnard (the "City") and the Council of the City (the "City Council") is the elected legislative body of the City; and

WHEREAS, the Board of Directors of the Authority in its Resolution No. 15-38, adopted on February 12, 2015, expressed its intent to issue the Bonds for the benefit of the Borrower; and

WHEREAS, the Authority has made the determinations required to be made pursuant to Section 91527(j) of the Financing Act preliminary to the issuance by the Authority of the Bonds; and

WHEREAS, this City Council of the City of Oxnard (the "City") has considered the information contained in the aforesaid application and has considered the determinations of the Authority; and

WHEREAS, the Authority and the Borrower have requested that the City Council approve the issuance of the Bonds and the refinancing of the Facilities with the proceeds of the Bonds solely for purposes of complying with Section 147(f) of the Code and Section 91530(f) of the Financing Act; and

WHEREAS, a public hearing was held by the City Council on this 3rd day of March, 2015, at the meeting which commenced at the hour of 6:00 p.m., at 305 West Third Street, Council Chambers, Oxnard, California, 93030, following duly published notice thereof in a newspaper of general circulation in the City of Oxnard, on February 17, 2015, and all persons desiring to be heard have been heard; and

WHEREAS, it is intended that this Resolution shall comply with the public approval requirements of Section 147(f) of the Code and the approval requirements of Section 91530(f) of the Financing Act; *provided, however*, that this Resolution is neither intended to nor shall it constitute an approval by the City Council of the Facilities for any other purpose, including, but not limited to, compliance with the California Environmental Quality Act (California Public Resources Code, Section 21100, *et seq.*) ("CEQA");

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the City Council of the City of Oxnard, State of California as follows:

Section 1. The City Council hereby finds and determines that all of the recitals are true and correct. The City Council hereby approves the issuance of the Bonds by the Authority in an amount not to exceed \$1,895,000 from time to time pursuant to a plan of finance to refinance the cost of the Facilities. This Resolution shall constitute approval of the issuance of the Bonds within the meaning of, and solely for the purposes of, Section 147(f) of the Code and Section 91530(f) of the Financing Act; *provided, however*, that this Resolution shall not constitute an approval by the City Council of the Facilities for any other purposes, including compliance thereof with CEQA, nor does it constitute an approval of the underlying credit or financial structure of the Bonds. The City shall not bear any responsibility for the issuance of the Bonds, the tax-exempt status of the interest on the Bonds, the repayment of the Bonds or any other matter related to the Bonds.

Section 2. All actions heretofore taken by the officers, employees and agents of the City with respect to the approval of the issuance of the Bonds are hereby approved, confirmed and ratified, and the officers and employees of the City and their authorized deputies and agents are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates and documents which they or City Attorney may deem necessary

or advisable in order to consummate the issuance of the Bonds and otherwise to effectuate the purposes of this Resolution.

Section 3. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 3rd day of March, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

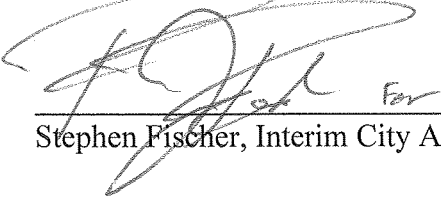
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

CERTIFICATE OF CLERK OF THE CITY OF OXNARD

I, Daniel Martinez, Clerk of the City of Oxnard, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted at the meeting of the City Council of the City of Oxnard duly and regularly held in Oxnard, California, on March 3, 2015, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the City of Oxnard hereto this ____ day of _____, 2015.

Daniel Martinez, City Clerk

NOTICE OF FILING APPLICATION AND PUBLIC HEARING REGARDING THE
ISSUANCE OF BONDS BY THE CALIFORNIA ENTERPRISE DEVELOPMENT
AUTHORITY

NOTICE IS HEREBY GIVEN that at 6:00 p.m. , or as soon thereafter as the matter may be heard, on March 3, 2015, at 305 West Third Street, Council Chambers, Oxnard, California, 93030, the Council of the City of Oxnard (the "City Council") will conduct a public hearing (the "Public Hearing") at which the City Council will hear and consider information concerning the sale and issuance by the California Enterprise Development Authority (the "Authority") of one or more series of its revenue bonds (collectively, the "Bonds") in an aggregate principal amount not to exceed One Million Eight Hundred Ninety Five Thousand Dollars (\$1,895,000). Proceeds of the Bonds are to be loaned to KJH Properties, LLC (or any related entity or successor thereto) (the "Borrower") pursuant to one or more loan agreements (collectively, the "Loan Agreement"). The proceeds of the Bonds loaned to the Borrower will be applied to currently refund the outstanding Industrial Development Financing Authority of the City of Oxnard Variable Rate Demand Industrial Development Revenue Bonds, Series 2004 (the "Refunded Bonds"). The proceeds of the Refunded Bonds were used for the (a) acquisition of the real property and improvements located at 3151 Sturgis Road, Oxnard, California (the "Project Site"), (b) construction of an approximately 20,000 square foot manufacturing and processing facility on the Project Site, (c) acquisition and installation of certain manufacturing fixtures and equipment at the Project Site (collectively, the "Facilities"), and (d) payment of capitalized interest and certain costs of issuance in connection with the Refunded Bonds. The Facilities are owned by the Borrower and operated by J. Harris Industrial Water Treatment, Inc. The Facilities are used for manufacturing and distributing various water purification equipment used by companies in the pharmaceutical, biotech, electronics and other industries to generate clean water for use in their production processes or for the manufacture of other tangible personal property. The Bonds will be paid entirely from repayments by the Borrower under the Loan Agreement. Neither the faith and credit nor the taxing power of the Authority, the City of Oxnard (the "City"), the State of California (the "State") or any other political corporation, subdivision or agency of the State is pledged to the payment of the principal of, premium, if any, or interest on, the Bonds, nor shall the Authority, the City, the State or any other political corporation, subdivision or agency of the State be liable or obligated to pay the principal of, premium, if any, or interest on, the Bonds.

The Public Hearing is intended to comply with the public approval requirements of Section 147(f) of the Internal Revenue Code of 1986. Notice is further given that the Borrower has filed an application with the Authority in connection with the proposed issuance of the Bonds to refinance the Facilities, and reference is hereby made to such application for further particulars.

Those wishing to comment on the proposed nature and location of any of the Facilities and the refinancing of the Facilities with the proceeds of the Bonds may either appear in person at the time and place indicated above or submit written comments, which must be received prior to the Public Hearing, to the City Council, c/o Mr. Daniel Martinez, City Clerk, City of Oxnard, 300 West Third Street, Oxnard, California 93030.

Date: February 17, 2015

CITY OF OXNARD

By: /s/ Daniel Martinez
City Clerk

ATTACHMENT NO. 2
PAGE 1 OF 1



Meeting Date: 3/3/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☒ Public Hearing
☐ Other _____	☐ Other _____

Prepared By: Douglas Spondello, Associate Planner

Agenda Item No. I-2Reviewed By: City Manager *JM*City Attorney *RT*Finance *for Mike Mone*

Other (Specify) _____

DATE: February 18, 2015**TO:** City Council**FROM:** Matthew Winegar, AICP
Development Services Director *[Signature]***SUBJECT:** Planning and Zoning Permit No. 13-580-05 (Zone Text Amendment) for Accessory Structures

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance approving Planning and Zoning Permit No 13-580-05 (Zone Text Amendment) regarding regulations for accessory structures in residential zones.

DISCUSSION

This request proposes changes to City Code Chapter 16: Zoning (Sections 16-10, Definitions and 16-301, Accessory Structures, Exemptions) regarding small accessory structures and buildings on residential lots. These include sheds, lean-to storage, gazebos, and children's play structures. Section 16-301 allows for the placement of accessory structures without a building permit, provided that the accessory structure conforms to the established development standards (setback to property lines, height, design guidelines, etc.).

The current definitions and development standards for exempt accessory structures and buildings are established by City Code Sections 16-10, Definitions and 16-301, Accessory Structures, Exemptions and were approved by the City Council in 1987. The Code Compliance Division frequently responds to cases of prefabricated sheds and storage buildings which are widely sold by home improvement stores that do not comply with the 1987 development standards. The intent of these changes is to provide residents with more flexibility for the size and placement of small accessory structures and buildings on residential lots without the need for a building permit, if the exemption criteria are satisfied.

The words "accessory use," "building," and "structure" are each individually defined in §16-10, Definitions (#4, #19, and #125, respectively). The proposed zone text revisions link portions of the three definitions to create internal consistency and improve the understanding of the definitions. "Accessory Building" is revised by using applicable portions of the definitions for "accessory use" and "building." "Accessory Structure" is revised by using applicable portions of the definitions for

“accessory use” and “structure.” In short, all buildings are structures but not all structures are buildings.

Accessory structures and buildings require building permits except when they are relatively small and meet the exemption criteria in §16-301, Accessory Structures, Exemptions which address the size and placement of small accessory structures and buildings on residential lots without the need for a building permit. These changes also include provisions to insure compliance with the California Building Code and clearances required for general life safety and firefighting operations. Structures that do not meet the proposed criteria may be allowed with a building permit and subject to the setbacks and architectural requirements of the zone in which they are located, as provided for by other relevant sections of the City Code.

The proposed and existing exemption criteria for accessory structures and accessory buildings are compared below:

Requirement	Existing Code (§16-301)	Proposed Code (§16-301)
Maximum Size	120 square feet of roofed area	Aggregate floor area shall not exceed 15% of the open area between the residence and adjacent rear property line or 120 square feet, whichever is less.
Placement/Minimum Setbacks	Not within required front yard; Three feet from property lines; Six feet from other accessory structure or building.	Not within required front yard; Three feet from property lines; Not attached to, accessed from, nor blocking openings of any other structure or building. Not blocking required clearances around equipment/vents, etc.
Maximum Height	8 feet (measured from average grade within 5 feet)	8 feet (measured from average grade within 5 feet). For accessory buildings with a ridged roof, the height limit may be increased six inches for each additional one-foot increase to the required setbacks (graduated over the length of the structure) to a maximum height of 12 feet.
Utilities	All utility connections must comply with the permit requirements of the City and building code. <i>(note: This provision is defunct as the current Building Code would require a permit for utility connections to accessory buildings and structures)</i>	The building or structure shall not be served by utilities.
Occupancy	Not addressed	Structure shall not be occupied for living or sleeping purposes.
Architectural Standards	Not addressed	Except for greenhouses featuring translucent glass panels, exterior siding and roofing shall be made of non-reflective materials. Maximum extension of roof eaves: 12 inches.

Requirement	Existing Code (§16-301)	Proposed Code (§16-301)
Sports Equipment	Not addressed	Un-covered, non-moveable, regulation-size sports equipment with no more than two supporting posts are exempt from the maximum height limit, provided they maintain a five-foot setback from side and rear property lines.

On June 19 and September 18, 2014, the Planning Commission reviewed the proposed zone text amendment and provided direction to Staff. Planning Commission feedback resulted in changes to address sports equipment, a maximum height relative to the setback from property lines, and a maximum size relative to the open yard area on the residential lot. On October 16, 2014, the Planning Commission unanimously adopted Resolution No. 2014-17 (Attachment #2), recommending that the City Council adopt the proposed zone text amendment. The input from the Planning Commission is reflected in the proposed ordinance.

FINANCIAL IMPACT

No financial impacts are associated with the approval of the proposed zone text amendment.

(DS)

Attachment #1 - Planning Commission Staff Report and Memos (not including attachments)
#2 - Planning Commission Resolution No. 2014-17
#3 - Ordinance

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission
FROM: Douglas Spondello, Associate Planner
DATE: June 19, 2014

SUBJECT: Planning and Zoning Permit No. 13-580-05 (Zone Text Amendment), Citywide.

- 1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 13-580-05 for a zone text amendment, subject to certain findings and conditions.
- 2) **Project Description and Applicant:** An Oxnard City Code Chapter 16 (Zoning) text amendment to §16-10, Definitions, and §16-301, Accessory Structures, Exemptions, to clarify the definitions and modify height, size, and setbacks of exempt accessory structures and buildings, respectively. Attachment A contains the ordinance to implement this zone text amendment. Filed by the City of Oxnard.
- 3) **Environmental Determination:** In accordance with Section 15303 of the State CEQA Guidelines, projects involving “construction and location of limited numbers of new, small facilities or structures” may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA). By nature, accessory structures and buildings are subordinate and secondary to the primary uses of property and therefore do not propose any new uses and an exempt accessory structure or building is, by definition, a small structure. Therefore, adoption of this ordinance is categorically exempt from CEQA. Staff will recommend that the City Council accept a Notice of Exemption.
- 4) **Analysis:**
 - a) **Background and General Discussion:** The current definitions and standards for exempt accessory structures and buildings are provided for by City Code §16-301 and were approved by the City Council on October 27, 1987 via Ordinance No. 2132. The Code Compliance Division frequently handles cases of prefabricated sheds and storage buildings which are widely sold by home improvement stores that do not comply with the current size restrictions of the Code and are abutting structures not currently permitted by the Code.

The distinction between what is a building versus a structure is established by various adopted definitions and is confusing to the public. The words “accessory use”, “building”,

and “structure” are each individually defined in §16-10, Definitions (#4, #19, and #125, respectively). The proposed revisions link portions of the three definitions to create internal consistency and improve the understanding of the definitions. Accessory Building is revised by using applicable portions of the definitions for ‘accessory use’ and “building.” Accessory Structure is revised by using applicable portions of the definitions for ‘accessory use’ and “structure.” In short, all buildings are structures but not all structures are buildings. Accessory structures and buildings usually require building permits except when they are relatively small and meet the exemption criteria in §16-301, which are intended to provide residents with more flexibility for the size and placement of small accessory structures and/or buildings on residential lots without the need for a building permit, if the exemption criteria are satisfied. These changes also include provisions to insure compliance with the California Building Code and clearances required for general life safety and firefighting operations. Larger structures that do not meet the proposed criteria may be allowed with a building permit and subject to the setbacks and architectural requirements of the zone in which they are located, as provide for by other relevant sections of the City Code.

The proposed and existing exemption criteria are compared below:

Requirement	Existing Code (§16-301)	Proposed Code (§16-301)
Maximum Height	8 feet (measured from average grade within 5 feet)	12 feet (measured from average grade within 5 feet)
Maximum Size	120 square feet of roofed area	120 square feet of floor area
Placement/Minimum Setbacks	Not within required front yard; Three feet from property lines; Six feet from other accessory structure or building.	Not within required front yard; Three feet from property lines; Not attached to, accessed from, nor blocking openings of any other structure or building. Not blocking required clearances around equipment/vents, etc.
Utilities	All utility connections must comply with the permit requirements of the City and building code. <i>(note: This provision is defunct as the current Building Code would require a permit for utility connections to accessory buildings and structures)</i>	The building or structure shall not be served by utilities
Occupancy	Though not directly addressed, structures could not be habitable/occupied.	Structure shall not be occupied for living or sleeping purposes.

Architectural Standards	Not addressed	Except for greenhouses featuring translucent glass panels, exterior siding and roofing shall be made of non-reflective materials. Maximum extension of roof eaves: 12 inches.
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b) **General Plan Consistency:** Consistency with the 2030 General Plan is defined by the relationship between the 2030 General Plan policies and the proposed zone text amendment. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
N/A	I	None	There are no directly applicable policies.
CD-14.1 CD-14.2	II	Design Review Process Development Advisory Committee Functions (DAC)	The Building, Fire, and Code Compliance Departments reviewed the proposed zone text amendment. The proposed amendment reflects their input and recommendations.
All others	III	All policies not listed above	No or Distant Applicability to the Proposed Text Amendment

5) **Development Advisory Committee:** The proposed zone text amendment was reviewed by the Building, Fire, and Code Compliance Departments and incorporates their recommendations.

6) **Community Workshop:** A Community Workshop was conducted on April 21, 2014. A notice of the meeting was posted online and distributed to the neighborhood councils chairs in the Neighborhood Services packets. Approximately ten people attended the meeting. Feedback from residents was generally favorable; however, concerns were expressed that the buildings would potentially be used as sleeping rooms. Though occupancy is not permitted by both the existing text and the California Building Code, language was added to specifically prohibit this use.

7) Appeal Procedure: The Planning Commission's action is a recommendation to the City Council. The City Council will consider the matter at a later date.

Attachments:

A. Resolution (Draft Ordinance as Exhibit A)

MEMO



DATE: September 18, 2014
TO: Planning Commission
FROM: Douglas Spondello, Associate Planner

SUBJECT: PZ No. 13-580-05 (Zone Text Amendment) Accessory Structures, Exemptions

Thank you for the feedback provided at the June 19, 2014 Planning Commission meeting. Staff has revised the proposed zone text amendment to City Code §16-10, Definitions and §16-301, Accessory Structures, Exemptions. The comments provided at that meeting and subsequent changes to the proposal are summarized below:

Comment 1: The proposed height limit is excessive and a setback of three feet from the side and rear property lines does not provide a sufficient buffer for taller accessory structures.

Response: Staff has revised the proposal for a tiered approach to height and increased the required setbacks. A minimum three-foot setback is required to a side or rear-yard property line. Accessory structures shall be limited to a height of eight feet except that the height limit may be increased six inches for each additional one-foot increase to the required setbacks, not to exceed a height of 12 feet. Additionally, accessory structures set against the residence shall not exceed the height of the adjacent eave or parapet.

Comment 2: A maximum floor area size of 120 square feet may not be appropriate for smaller/more constricted properties such as in the Single-Family Beach (R-B-1) Sub-Zone.

Response: The area of an average lot within the R-B-1 zone is approximately 4,000 square feet (40 feet wide by 100 feet long). Furthermore, the Code currently requires a minimum 15-foot yard area which averages 600 square feet. In light of this direction we are proposing that accessory structures not exceed 15% of the required yard area between the home and the adjacent rear property line (or walkway in R-B-1), not to exceed 120 square feet as reflected below.

§16-301 (A) 1: The total aggregate floor area of all accessory structures and buildings shall not exceed 15% of the open area between the residence and

adjacent rear property line or one hundred twenty (120) square feet, whichever is less.

Comment 3: Accessory structures used for athletic recreation such basketball hoops, volleyball nets, etc. should have separate criteria to reflect their unique nature from sheds or storage buildings.

Response: Regulation basketball hoops are typically 13 feet tall. Staff proposes including a provision which would allow installation of un-covered, non-moveable, regulation-size sports equipment with no more than two supporting posts such as a basketball hoop, volleyball net, etc., as determined by the Planning Manager. These structures would be exempt from the maximum height criteria and subject to a five-foot setback from side and rear property lines.

Comment 4: What are the maximum sizes permitted for exempt accessory structures in other jurisdictions?

Response: Reflected in the table below:

Jurisdiction	Maximum Height (feet)	Maximum Size (square feet)
Thousand Oaks	12	100
Simi Valley	18	120
Ojai	12	120
Santa Barbara (City)	10	120
San Buenaventura	8.5	120
Moorpark	12	120
Fillmore	17	120

If the changes proposed in this response are acceptable, I will prepare a resolution reflecting them to be considered as a consent item at the next regular meeting. Alternatively, I welcome your comments and discussion on any additional changes you feel should be included. I have attached the previous staff report and previous draft resolution from June 19, 2014 for your reference.

Attachments:

- Staff Report (June 19, 2014)
- Previous Draft Resolution (June 19, 2014)

MEMO



DATE: October 16, 2014
TO: Planning Commission
FROM: Douglas Spondello, Associate Planner

A handwritten signature in dark ink, appearing to be "DS", written over the name "Douglas Spondello" in the "FROM" line.

SUBJECT: PZ No. 13-580-05 (Zone Text Amendment) Accessory Structures, Exemptions

Thank you for the feedback provided at the September 18, 2014 Planning Commission meeting. Staff has revised the proposed zone text amendment to City Code §16-10, Definitions and §16-301, Accessory Structures, Exemptions. The comments provided at that meeting and subsequent changes to the proposal are summarized below:

Comment 1: Consider including batting cages in the provision to exempt sports equipment from the height restrictions.

Response: Batting cages marketed online to the public range between 12-70 feet in length with height between 10 and 16 feet. There are no standard or 'regulation' dimensions for batting cages, which makes it difficult to anticipate the character of what may be installed if considered exempt from the height requirements. Therefore, including these structures in the exemption is not advisable.

Batting cages would continue to be allowed with a building permit. Furthermore, cages meeting the proposed criteria for exempt accessory structures would be allowed with the attached resolution.

Comment 2: Provide language which would prohibit using Accessory Structures as viewing platforms.

Response: Updated, see proposed §16-301(A)(12).

Comment 3: The Commission desires an 8-foot height limit for flat roofs. Ridged roofs may extend to a peak of 12 feet provided the setbacks to property line are maintained.

Response: Updated, see proposed §16-301(A)(3).

Attachment A: Draft Resolution

RESOLUTION NO. 2014-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF ZONE TEXT AMENDMENT NO. PZ 13-580-05 TO AMEND §16-10, DEFINITIONS, AND §16-301, ACCESSORY STRUCTURES, EXEMPTIONS, TO CLARIFY THE DEFINITIONS AND MODIFY HEIGHT, SIZE, AND SETBACKS OF EXEMPT ACCESSORY STRUCTURES AND BUILDINGS. FILED BY CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA 93030.

WHEREAS, the Planning Commission of the City of Oxnard has considered zone text amendment PZ No. 13-580-05, filed by the City of Oxnard Development Services Department, to amend Chapter 16 of the City Code concerning exempt accessory structures and buildings on residential lots; and

WHEREAS, the Planning Commission has held a public hearing on this application; and

WHEREAS, the Planning Commission finds that the proposed zone text amendment serves the public interest and general welfare by encouraging the orderly development of small accessory structures and/or buildings on residential lots and providing residents with increased flexibility for the size and placement of small accessory structures and/or buildings; and

WHEREAS, the Planning Commission finds that the proposed zone text amendment conforms to the following City of Oxnard 2030 General Plan Goals and Policies:

CD-14: Expectations of higher quality design. The proposed zone text amendment conforms to the City of Oxnard 2030 General Plan Goals and Policies since its approval will ensure higher quality design. Consistent with policy CD-14.2, the Development Advisory Committee reviewed the proposed zone text amendment for consistency with the City's development policies and the appropriateness of the project for the proposed site.

WHEREAS, Section 15303 of Title 14 of the California Code of Regulations exempts the location of limited numbers of new, small facilities or structures from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council adoption of the ordinance attached hereto as Exhibit A.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 16th day of October, 2014, by the following vote:

AYES: Commissioners: Frank, Okada, Murguia, Stewart, Nash, and Huber

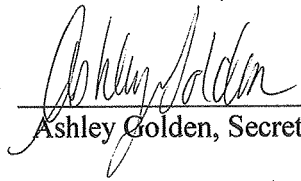
NOES:

ABSENT: Commissioner: Mullin



Vincent Stewart, Chairman

ATTEST:



Ashley Golden, Secretary

EXHIBIT A

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 16 (ZONING) OF THE CITY CODE TO REVISE §16-10, DEFINITIONS, AND §16-301, ACCESSORY STRUCTURES, EXEMPTIONS, TO CLARIFY THE DEFINITIONS AND MODIFY HEIGHT, SIZE, AND SETBACKS OF EXEMPT ACCESSORY STRUCTURES AND BUILDINGS. FILED BY CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA 93030.

WHEREAS, this zone text amendment was prepared to provide residents with more flexibility for the size and placement of accessory structures and buildings on residential lots without the need for a building permit, subject to the proposed criteria for placement and size; and

WHEREAS, on June 19, 2014, September 18, 2014, and October 16, 2014 the Planning Commission conducted a noticed public hearing on the proposed zone text amendment, accepted comments and recommended approval to the City Council; and

WHEREAS, on [DATE], the City Council conducted a noticed public hearing on the proposed amendments; and

WHEREAS, the City Council finds that the proposed zone text amendment serves the public interest and general welfare by encouraging the orderly development of small accessory structures and/or buildings on residential lots and providing residents with increased flexibility for the size and placement of small accessory structures and/or buildings; and

WHEREAS, the City Council finds that the proposed zone text amendment conforms to the following City of Oxnard 2030 General Plan Goals and Policies:

CD-14: Expectations of higher quality design. The proposed zone text amendment conforms to the City of Oxnard 2030 General Plan Goals and Policies since its approval will ensure higher quality design. Consistent with policy CD-14.2, the Development Advisory Committee reviewed the proposed zone text amendment for consistency with the City's development policies and the appropriateness of the project for the proposed site.

WHEREAS, Section 15303 of Title 14 of the California Code of Regulations exempts the location of limited numbers of new, small facilities or structures from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Section 16-10(A)(1) is amended to read as follows:

“ACCESSORY BUILDING Any structure built for the support, shelter, or enclosure of property that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: storage sheds, greenhouses, and garages.”

Part 2. Section 16-10(A)(3) is amended to read as follows:

“ACCESSORY STRUCTURE - A man-made object other than ornamental statuary, having a permanent location on the ground and more than six inches above the finished grade that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: patio covers, gazebos, and children’s play structures.”

Part 3. Section 16-301 is amended to read as follows:

“SEC. 16-301. ACCESSORY STRUCTURES AND ACCESSORY BUILDINGS, EXEMPTIONS.

(A) Accessory structures and accessory buildings shall be allowed in any residential lot zone, notwithstanding other provisions of this chapter, provided they comply with the following standards:

1. The total aggregate floor area of all accessory structures and accessory buildings shall not exceed 15% of the total open area between the residence and adjacent rear property line or one hundred and twenty (120) square feet, whichever is less.
2. Minimum setback from any property line: three (3) feet.
3. Maximum height: Height shall be measured from the average grade within five (5) feet of the accessory structure or accessory building to the highest point of the accessory structure or accessory building. Accessory structures or accessory buildings with a flat roof shall not exceed a height of eight (8) feet. For accessory buildings with a sloped roof, the height limit may be increased six (6) inches for each additional one-foot increase to the required setbacks, graduated over the length of the structure, not to exceed a height of twelve (12) feet. Accessory structures or accessory buildings set against the residence shall not exceed the height of the adjacent eave or parapet.

- a. Regulation-size sports equipment such as a basketball hoop, volleyball net, etc. which are un-covered and non-moveable and feature no more than two supporting posts shall be exempt from the aforementioned height restriction, as determined by the Planning Manager.
 4. Maximum extension of roof eaves: twelve (12) inches.
 5. An accessory structure or accessory building may not be located in any required front yard.
 6. With the exception of greenhouses featuring translucent glass panels, exterior siding and roofing shall be made of non-reflective materials.
 7. The accessory structure or accessory building is not served by utilities.
 8. The accessory structure or accessory building is not attached to, accessed from, nor blocking openings of any other structure or building.
 9. The accessory structure or accessory building shall not be located so as to block required clearances around equipment, vents, utilities and similar items.
 10. The accessory structure or accessory building meets the criteria set by the California Building Code to be found exempt from permit requirements.
 11. The accessory structure or accessory building shall not be occupied for living or sleeping purposes.
 12. Furniture, plants and similar items shall not be placed on or above any accessory structure or accessory building.
- (B) Accessory structures or accessory buildings not meeting the above standards shall be subject to the provisions of this chapter."

Part 4. Within 15 days after passage, the City Clerk shall cause this Ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on _____, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ day of _____, by the following vote:

AYES:

NOES:

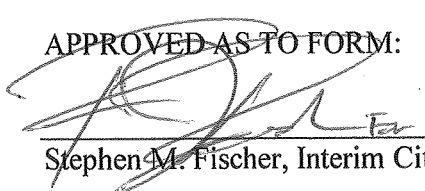
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 16 (ZONING) OF THE CITY CODE TO REVISE §16-10, DEFINITIONS, AND §16-301, ACCESSORY STRUCTURES, EXEMPTIONS, TO CLARIFY THE DEFINITIONS AND MODIFY HEIGHT, SIZE, AND SETBACKS OF EXEMPT ACCESSORY STRUCTURES AND BUILDINGS. FILED BY CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, 214 SOUTH C STREET, OXNARD, CA 93030.

WHEREAS, this zone text amendment was prepared to provide residents with more flexibility for the size and placement of accessory structures and buildings on residential lots without the need for a building permit, subject to the proposed criteria for placement and size; and

WHEREAS, on June 19, 2014, September 18, 2014, and October 16, 2014 the Planning Commission conducted a noticed public hearing on the proposed zone text amendment, accepted comments and recommended approval to the City Council; and

WHEREAS, on March 3, 2015, the City Council conducted a noticed public hearing on the proposed amendments; and

WHEREAS, the City Council finds that the proposed zone text amendment serves the public interest and general welfare by encouraging the orderly development of small accessory structures and/or buildings on residential lots and providing residents with increased flexibility for the size and placement of small accessory structures and/or buildings; and

WHEREAS, the City Council finds that the proposed zone text amendment conforms to the following City of Oxnard 2030 General Plan Goals and Policies:

CD-14: Expectations of higher quality design. The proposed zone text amendment conforms to the City of Oxnard 2030 General Plan Goals and Policies since its approval will ensure higher quality design. Consistent with policy CD-14.2, the Development Advisory Committee reviewed the proposed zone text amendment for consistency with the City's development policies and the appropriateness of the project for the proposed site.

WHEREAS, Section 15303 of Title 14 of the California Code of Regulations exempts the location of limited numbers of new, small facilities or structures from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Section 16-10(A)(1) is amended to read as follows:

“ACCESSORY BUILDING Any structure built for the support, shelter, or enclosure of property that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: storage sheds, greenhouses, and garages.”

Part 2. Section 16-10(A)(3) is amended to read as follows:

“ACCESSORY STRUCTURE A man-made object other than ornamental statuary, having a permanent location on the ground and more than six inches above the finished grade that is separate from but related, subordinate, and secondary to the main use of the property, such as but not limited to: patio covers, gazebos, and children’s play structures.”

Part 3. Section 16-301 is amended to read as follows:

“SEC. 16-301. ACCESSORY STRUCTURES AND ACCESSORY BUILDINGS, EXEMPTIONS.”

(A) Accessory structures and accessory buildings shall be allowed in any residential lot zone, notwithstanding other provisions of this chapter, provided they comply with the following standards:

1. The total aggregate floor area of all accessory structures and accessory buildings shall not exceed 15% of the total open area between the residence and adjacent rear property line or one hundred and twenty (120) square feet, whichever is less.

2. Minimum setback from any property line: three (3) feet.

3. Maximum height: Height shall be measured from the average grade within five (5) feet of the accessory structure or accessory building to the highest point of the accessory structure or accessory building. Accessory structures or accessory buildings with a flat roof shall not exceed a height of eight (8) feet. For accessory buildings with a sloped roof, the height limit may be increased six (6) inches for each additional one-foot increase to the required setbacks, graduated over the length of the structure, not to exceed a height of twelve (12) feet. Accessory structures or accessory buildings set against the residence shall not exceed the height of the adjacent eave or parapet.

- a. Regulation-size sports equipment such as a basketball hoop, volleyball net, etc. which are un-covered and non-moveable and feature no more than two supporting posts shall be exempt from the aforementioned height restriction, as determined by the Planning Manager.
 4. Maximum extension of roof eaves: twelve (12) inches.
 5. An accessory structure or accessory building may not be located in any required front yard.
 6. With the exception of greenhouses featuring translucent glass panels, exterior siding and roofing shall be made of non-reflective materials.
 7. The accessory structure or accessory building is not served by utilities.
 8. The accessory structure or accessory building is not attached to, accessed from, nor blocking openings of any other structure or building.
 9. The accessory structure or accessory building shall not be located so as to block required clearances around equipment, vents, utilities and similar items.
 10. The accessory structure or accessory building meets the criteria set by the California Building Code to be found exempt from permit requirements.
 11. The accessory structure or accessory building shall not be occupied for living or sleeping purposes.
 12. Furniture, plants and similar items shall not be placed on or above any accessory structure or accessory building.
- (B) Accessory structures or accessory buildings not meeting the above standards shall be subject to the provisions of this chapter.”

Part 4. Within 15 days after passage, the City Clerk shall cause this Ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on _____, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ day of _____, by the following vote:

AYES:

NOES:

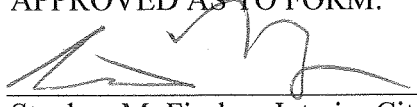
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing
☐ Other _____	☐ Other _____

Prepared By: Eduardo Miranda, Commander *JB*Agenda Item No. K-2Reviewed By: City Manager *JM*City Attorney *JDR*Finance *Both for Mike More*

Other (Specify) _____

DATE: February 10, 2015**TO:** City Council**FROM:** Jeri Williams, Chief of Police *JW*
Police Department**SUBJECT:** Smart Policing Initiative (SPI) FY15 – Body Worn Camera Systems**RECOMMENDATION**

That City Council adopt a resolution:

1. Authorizing the City Manager to execute and submit an application for up to \$700,000 in grant funds to the U.S. Department of Justice for Body Worn Camera Systems.
2. Authorizing the City Manager or designee to execute grant agreements.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.
4. Authorizing the Chief of Police or designee to submit non-financial reports.

DISCUSSION

The City of Oxnard is eligible to submit a grant application with U.S. Department of Justice, Office of Justice Programs, for consideration of federal funds up to \$700,000 over a three-year period for Body Worn Camera Systems (BWCS). This competitive federal grant is designed to provide funding to select cities to address issues of police use of force, transparency, accountability, and police-community relationship building. Up to three (3) cities in the United States will be awarded the grant funds. The application process closes on March 9, 2015.

The grant funds will be used in conjunction with a research partner from a local academic institution (criminal justice/social science) who will help to advise the Police Department on implementation issues, devise an outcome evaluation strategy, and provide outcome data on the effectiveness of the strategy.

The funding of this grant will support BWCS implementation planning, policy and protocol development. It will include personnel costs associated with implementing problem solving strategies, as well as for grant-related research.

U.S. Department of Justice – Body Worn Camera Systems

February 10, 2015

Page 2

In addition, equipment purchase, training, data storage and management will be covered by the grant.

FINANCIAL IMPACT

The SMART Policing Initiative FY15 Grant will not require a local match contribution.

Attachment #1 - City Council Resolution approving submittal of grant application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE
SMART POLICING INITIATIVE FY15 – BODY WORN CAMERA SYSTEMS

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the U.S. Department of Justice, Bureau of Justice Assistance for up to \$700,000 in Smart Policing Initiative funds, to be used for body worn camera systems, training and research.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for body worn camera systems, research and training and resolves to recognize grant revenue in the amount of up to \$700,000 from the U.S. Department of Justice, Bureau of Justice Assistance. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer designee is authorized to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 3rd day of March 2015 by the following vote:

AYES:

NOES:

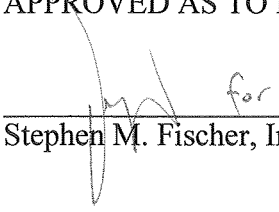
ABSENT:

ATTEST:

Timothy B. Flynn, Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 1 OF 1



Meeting Date: 03/03/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Stephen M. Fischer, Interim City Attorney

Agenda Item No. 5-1

Reviewed By: City Manager JM City Attorney SMF Finance [Signature] Other (Specify) _____

DATE: February 25, 2015

TO: City Council

FROM: Stephen M. Fischer, Interim City Attorney
City Attorney [Signature]

SUBJECT: Attorney Services Agreement for Special Counsel in Proceedings Related to
Electrical Generating Facilities at Mandalay and Ormond Beach

RECOMMENDATION

That City Council:

1. Approve and authorize the City Manager to execute an Attorney Services Agreement in a sum not to exceed \$200,000 with Shute Mihaly & Weinberger, LLP ("Shute") (Agreement No. 7002-15-CA).
2. Authorize the special budget appropriation in the amount of \$200,000 from the General Fund Operating Reserve Fund.

DISCUSSION

This agreement is for legal representation before the California Public Utilities Commission and potentially the California Energy Commission in relation to the proposed new NRG electrical generating facility at Mandalay and Ormond Beach and the decommissioning and removal of the existing generating facilities at Mandalay and Ormond Beach.

This firm was chosen based on its expertise in environmental and energy law and competitive billing rates compared to firms in this practice area. The City's purchasing ordinance and manual do not require a Request for Proposal for choosing legal counsel.

FINANCIAL IMPACT

The agreement will be funded from the General Fund Operating Reserve in the amount of \$200,000.

Attachment #1 – Agreement for Attorney Services

Attachment #2 – Special Budget Appropriation

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Shute, Mihaly & Weinberger LLP, engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services as may be required in a variety of matters as determined by the City Attorney.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or designee of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and promptly advise the City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.

h. Special Counsel agrees to handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Special Counsel agrees that Ellison Folk shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

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

4. Direction and Coordination

Special Counsel understands that the City Attorney or designee is responsible for providing management and direction to Special Counsel. Special Counsel agrees to coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

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

6. Permits, Licenses, Certificates

Special Counsel, at Special Counsel'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.

7. City's Responsibilities

City, through the City Attorney, will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney is authorized to examine documents submitted by Special Counsel and to render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on January 21, 2015, and expire on January 21, 2018.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$200,000 for services provided under this Agreement.

(2) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Partner	\$350
Jr. Partner	\$315
Associate III	\$300
Associate II	\$285
Associate I	\$235

(3) City agrees to pay for all services provided by paralegals under this Agreement at the following hourly rate:

Paralegal	\$125
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(4) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(5) Special Counsel will not charge for travel time to and from Oxnard.

(6) The above hourly rate may be altered by a writing signed by the City Attorney.

b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach
Consultant fees
Copying and printing services fees
Court reporting services fees
Expert fees
Extraordinary in-house copying costs
Service of process fees

(2) Items with Maximums:

Lodging - \$138.00 per night
Witness fees - State court \$35.00 + statutory mileage
Federal court \$40.00 + statutory mileage

11. Method of Payment

a. Special Counsel agrees to submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit A, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including, but not limited to rent, and vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel 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 Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel 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 Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel'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.

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Ellison Folk
Osa L. Wolff
Sarah H. Sigman
Sara A. Clark
Edward T. Schexnayder
Benjamin J. Brysacz
Catherine Malina

b. This list of approved attorneys may be altered by a writing signed by the City Attorney.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel agrees not to engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality of Information

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

17. Indemnity

Special Counsel agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise from any acts or omissions related to this Agreement performed by Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf. This

agreement to indemnify, hold harmless and defend shall only apply where such acts or omissions are the product of active negligence, passive negligence, or acts for which Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf would be held strictly liable.

18. Insurance

a. Special Counsel 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 Special Counsel obtain and maintain such insurance coverages.

b. Special Counsel 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 Special Counsel is a material element of this Agreement. Special Counsel's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Independent Contractor

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

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel'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. Special Counsel acknowledges that Special Counsel and Special Counsel'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.

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. Special Counsel agrees that all persons employed by Special Counsel shall be treated equally by Special Counsel 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. Special Counsel agrees that, during the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel 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. Special Counsel 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. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel agrees to recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

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

25. Covenants and Conditions

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

26. Governing Law

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

27. Compliance with Law

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

28. Severability

City Attorney and Special Counsel 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.

29. Waiver

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

30. Counterparts

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

31. Arbitration

Special Counsel 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 Special Counsel'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.

32. 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 the City.

b. Special Counsel acknowledges that the person executing this Agreement has been

duly authorized by Special Counsel to do so on behalf of Special Counsel.

33. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Shute, Mihaly, & Weinberger, 396 Hayes Street, San Francisco, California 94102 Attention: Ellison Folk, Esq.

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

34. Amendment

This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

35. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

SPECIAL COUNSEL

Greg Nyhoff, City Manager



Ellison Folk, Partner

APPROVED AS TO FORM & CONTENT

APPROVED AS TO INSURANCE:



Stephen M. Fischer, Interim City Attorney



Risk Manager

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Office of the City Attorney
City of Oxnard
300 W. Third Street, Suite 300
Oxnard, CA 93030

Case Title:
Case No:
City Attorney File No:

STATEMENT OF LEGAL SERVICES
Summary of Fees and Costs

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 6 Minute Increments</u>	<u>Amount of Fees</u>
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Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
---------------------------	---------------------------------	-----------------------

Additional Information

FY to Date Fees (7/1/0__ to 6/30/__)
FY to Date Costs (7/1/0__ to 6/30/__)
Case to Date Fees
Case to Date Costs

\$ _____
\$ _____
\$ _____
\$ _____

EXHIBIT A

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: (____) _____

Date Signed: _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302
Oxnard, CA 93030**AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____



CERTIFICATE OF LIABILITY INSURANCE

SHUTE-1

OP ID: ZCPJ

DATE (MM/DD/YYYY)

02/24/2015

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
EPIC/James C. Jenkins Ins Svc
License No. 0545478
P.O. Box 13847
Sacramento, CA 95853
Kevin Valine

Phone: 916-925-3525

Fax: 916-583-7613

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Travelers Indemnity Company

25658 A++

INSURER B : Travelers Property Casualty

036161 A++

INSURER C : Hartford Fire Insurance Co.

19682 A

INSURER D : Lloyd's

Am 85202 A

INSURER E :

INSURER F :

INSURED
Shute Mihaly & Weinberger
LLP
396 Hayes Street
San Francisco, CA 94102

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	6808747H938	02/27/2014	02/27/2015	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 4,000,000
A	AUTOMOBILE LIABILITY		6808747H938	02/27/2014	02/27/2015	PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS					BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
B	UMBRELLA LIAB	☒ OCCUR	CUP3070Y849	02/27/2014	02/27/2015	PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					
	☐ CLAIMS-MADE					EACH OCCURRENCE \$ 1,000,000
	DED ☒ RETENTION \$ 0					AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	57WECEX7377	06/08/2014	06/08/2015	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					☒ WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional Liab	N/A	SP001150H	03/01/2014	03/01/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Retro Date 030180					Limit 2,000,000
						Retention 75,000

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

City, its City Council, officers, employees, agents and volunteers are named additional insured as respects to Liability arising out of activities performed by or on behalf of Consultant per written contract with the named insured.

CERTIFICATE HOLDER

CITYOO

City of Oxnard
Risk Manager
Reference No 7002-15-CA
300 West Third Street Ste 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

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ATTACHMENT NO.

POLICY NUMBER: 680-8747H938-14-42-

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 01/13/2014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of person or organization:

City of Oxnard
Risk Manager
Reference No 7002-15-CA
300 West Third Street Ste 302
Oxnard CA 93030

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your acts or omissions.

CG D0 37 04 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), Paragraph 4. (**Other Insurance**), is amended as follows:

1. The following is added to Paragraph a. Primary Insurance:

However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs; and
- b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph (2) of Paragraph b. Excess Insurance regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph b. Excess Insurance, as an additional subparagraph under Subparagraph (1):

That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

CG D0 37 04 05

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ATTACHMENT NO. 1
PAGE 18 OF 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal: 30

**PERSON OR
ORGANIZATION:**

City of Oxnard
Risk Manager
Reference No 7002-15-CA

ADDRESS: 300 West Third Street Ste 302, Oxnard CA 93030

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

Marisela Hart - Shute Mihaly & Weinberger.

From: Patricia Gilmer <pj-gilmer@leavitt.com>
To: "marisela.hart@ci.oxnard.ca.us" <marisela.hart@ci.oxnard.ca.us>
Date: 2/9/2015 1:07 PM
Subject: Shute Mihaly & Weinberger.
Attachments: image002.jpg

Good Afternoon Marisela,

We received your voice mail regarding the additional insured on the auto policy. As the auto coverage is Hired Non-Owned coverage, there would not be an additional insured endorsement as this is vicarious liability.

Please let us know if you have any additional questions.

Have a great day.

PJ Gilmer, CSR
CSR



1390 Willow Pass Road, Suite 800, Concord, CA 94520

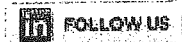
clcjenkins@leavitt.com

877.865.5414 toll free | 866.688.5709 fax

epicbrokers.com | ca license OB29370

edgewood partners insurance center

Formerly Leavitt Group/Jenkins Insurance



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ATTACHMENT NO. 1
PAGE 20 OF 23

COMMON POLICY DECLARATIONS

OFFICE PAC

BUSINESS: LAWYERS

INSURING COMPANY:

THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

POLICY NO.: 680-8747H938-14-42-

ISSUE DATE: 01/13/2014

1. NAMED INSURED AND MAILING ADDRESS:SHUTE MIHALY & WEINBERGER LLP
396 HAYES ST
SAN FRANCISCO CA 94102-4421**2. POLICY PERIOD:** From 02/27/2014 to 02/27/2015 12:01 A.M. Standard Time at your mailing address.**3. DESCRIPTION OF PREMISES:**

PREM. LOC. NO.	BLDG. NO.	OCCUPANCY	ADDRESS (same as Mailing Address unless specified otherwise)
001	001	LAWYERS	396 HAYES ST SAN FRANCISCO CA 94102

4. COVERAGE PARTS AND SUPPLEMENTS FORMING PART OF THIS POLICY AND INSURING COMPANIES

COVERAGE PARTS and SUPPLEMENTS	INSURING COMPANY
Businessowners Coverage Part	TCT

5. The COMPLETE POLICY consists of this declarations and all other declarations, and the forms and endorse -
ments for which symbol numbers are attached on a separate listing.**6. SUPPLEMENTAL POLICIES:** Each of the following is a separate policy containing its complete provisions.

POLICY	POLICY NUMBER	INSURING COMPANY
--------	---------------	------------------

DIRECT BILL**7. PREMIUM SUMMARY:**

Provisional Premium	\$	5,289.00
Due at Inception	\$	
Due at Each	\$	

NAME AND ADDRESS OF AGENT OR BROKER

JENKINS INS SERVICES
PO BOX 13847

PR197

SACRAMENTO

CA 95853-3847

IL TO 19 02 05 (Page 1 of 01)

Office: WALNUT CREEK CA DOWN

COUNTERSIGNED BY:

Authorized Representative

DATE: 01/13/2014

ATTACHMENT NO. 1
PAGE 21 OF 23



One Tower Square, Hartford, Connecticut 06183

**POLICY DECLARATIONS
COMMERCIAL EXCESS LIABILITY
(UMBRELLA) INSURANCE POLICY**

POLICY NO.: CUP-3070Y849-14-42-
ISSUE DATE: 01/14/2014

INSURING COMPANY:

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. NAMED INSURED AND MAILING ADDRESS:

SHUTE MIHALY & WEINBERGER LLP
396 HAYES ST
SAN FRANCISCO CA 94102-4421

THIS POLICY DOES NOT
COVER LIABILITY
ARISING OUT OF
ASBESTOS MATERIAL
SEE ENDORSEMENT
UM 01 96 07 96

2. THE NAMED INSURED IS A:

☐ CORPORATION ☐ SOLE PROPRIETOR ☒ PARTNERSHIP OR JOINT VENTURE ☐ OTHER

3. POLICY PERIOD: From 02/27/2014 to 02/27/2015 12:01 A.M. Standard Time at your mailing address.

4. PREMIUM: * \$ 370 ☒ Flat Charge ☐ Adjustable (See premium schedule)
* DIRECT BILL

5. LIMITS OF INSURANCE:

COVERAGES	
AGGREGATE LIMITS OF LIABILITY	1,000,000
	1,000,000
COVERAGE A - Bodily Injury and Property Damage Liability	1,000,000
COVERAGE B - Personal and Advertising Injury Liability	1,000,000

LIMITS OF LIABILITY

Products/Completed Operations Aggregate
General Aggregate
any one occurrence subject to the Products/
Completed Operations and the General
Aggregate Limits
any one person or organization subject to
the General Aggregate Limit of Liability
any one occurrence or offense

RETAINED LIMIT

6. SCHEDULE OF UNDERLYING INSURANCE:

POLICY	LIMITS (000 omitted)	COVERAGE	COMPANY
--------	----------------------	----------	---------

SEE ENDORSEMENT CG D0 23 04 96

7. On the effective date shown in Item 3, the Commercial Excess Liability (Umbrella) Insurance Policy numbered above includes this Declarations Page and the Policy Jacket (Form UM 00 76 which contains the Nuclear Energy Liability Exclusion) and any endorsements listed hereafter:

SEE END. IL T8 01 01 01

NAME AND ADDRESS OF AGENT OR BROKER:

JENKINS INS SERVICES
PO BOX 13847

PR197

SACRAMENTO

CA 95853-3847

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

CG T0 14 04 96

OFFICE: WALNUT CREEK CA

Page 1 of 1

ATTACHMENT NO. 1
PAGE 22 OF 23



SCHEDULE OF OPERATIONS

This Schedule of Operations forms a part of the policy effective on the inception date of the policy unless another date is indicated below:

INSURER: HARTFORD FIRE INSURANCE COMPANY

Company Code: 1

Policy Number: 57 WEC EX7377 **Schedule Number:** 01-04-01

Effective Date: 06/08/14 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Location Address of operations covered by this schedule:

SHUTE MIHALY & WEINBERGER LLP
396 HAYES ST
SAN FRANCISCO CA 94102

NAICS: 541110

FEIN: 942647744

UIN:

SIC: 8111

NO. OF EMPL: 000030

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8820 ATTORNEYS - ALL EMPLOYEES - INCLUDING SALESPERSONS AND CLERICAL OFFICE EMPLOYEES - N.P.D.	2,061,900	.87	17,939

Countersigned by _____
Authorized Representative

Form WC 99 00 05 (1) Printed in U.S.A.

Process Date: 04/21/14

Policy Expiration Date: 06/08/15

REQUEST FOR BUDGET APPROPRIATION

Department: City Attorney
Project/Program _____
Manager: Stephen M. Fischer

Date: March 3, 2015

Phone: 385-7483

Reason for Appropriation:

To fund special counsel services with Shute Mihaly & Weinberger, LLP ("Shute") under Agreement No. 7002-15-CA

Accounts and Descriptions

AMOUNT

Fund: **GENERAL FUND (101)**

Expenditures/Transfers Out

LEGAL ASSISTANCE (1501)

101-1501-801.82-04 CONTRACTS & SERVICES / SERVICES-LEGAL SERVICES 200,000

Sub-total Expenditures **200,000**

Net Change to Fund Balance **(200,000)**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT #2
PAGE 1 OF 1

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 03/03/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Stephen M. Fischer, Interim City Attorney

Agenda Item No. S-2

Reviewed By: City Manager SM City Attorney SMF Finance g Other (Specify) _____

DATE: February 25, 2015

TO: City Council

FROM: Stephen M. Fischer, Interim City Attorney
City Attorney 

SUBJECT: Attorney Services Agreement for Special Counsel to Represent the City in a Variety of Human Resources Related Matters

RECOMMENDATION

That City Council:

1. Approve and authorize the City Manager to execute an Attorney Services Agreement in a sum not to exceed \$240,000 with Renne Sloan Holtzman Sakai LLP ("Renne") (Agreement No. 7001-15-CA).
2. Authorize the special budget appropriation in the amount of \$240,000 from the General Fund Operating Reserve Fund.

DISCUSSION

Renne is currently representing the City on active Human Resources matters. This agreement is separating out general Human Resources matters from the first agreement, Agreement No. 6862-14-CA, which will be amended to cover legal services related to labor negotiations.

FINANCIAL IMPACT

The agreement will be funded from the General Fund Operating Reserve in the amount of \$240,000.

Attachment #1 – Agreement for Attorney Services

Attachment #2 – Special Budget Appropriation

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Renne Sloan Holtzman Sakai LLP engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services as may be required in a variety of matters as determined by the City Attorney.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or designee of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and promptly advise the City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.

h. Special Counsel agrees to handle all significant aspects of the litigation or matter. If

Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Special Counsel agrees that Dania Torres Wong shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

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

4. Direction and Coordination

Special Counsel understands that the City Attorney or designee is responsible for providing management and direction to Special Counsel. Special Counsel agrees to coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

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

6. Permits, Licenses, Certificates

Special Counsel, at Special Counsel'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.

7. City's Responsibilities

City, through the City Attorney, will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney is authorized to examine documents submitted by Special Counsel and to render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

This Agreement shall begin on September 1, 2014, and expire on September 1, 2018.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$240,000 for services provided under this Agreement.

(2) City agrees to pay for all services provided by Special Counsel's staff under this Agreement at the following hourly rates:

Partners	\$285-\$375
Associates	\$215 - \$285
Non-Attorney Human Resources and Labor Relations Consultants	\$160-\$285
Paralegals	\$105-\$145

(3) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(4) Special Counsel will charge for travel time to and from Burbank Airport.

(5) The above hourly rate may be altered by a writing signed by the City Attorney.

b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach
Consultant fees
Copying and printing services fees
Court reporting services fees
Expert fees
Extraordinary in-house copying costs

Service of process fees

(2) Items with Maximums:

Lodging - \$125.00 per night

Witness fees - State court \$35.00 + statutory mileage

Federal court \$40.00 + statutory mileage

11. Method of Payment

a. Special Counsel agrees to submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit A, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including, but not limited to rent, and vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel 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 Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel 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 Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel'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.

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City: Charles Sakai, Jonathan Holtzman, Dania Torres Wong, Nikki Hall, Allyson Hauck, Ivan Delventhal, Steve Shaw, Erich Shiners, Burke Dunphy, Lauren Monson, and Jessica Kenny.

b. This list of approved attorneys may be altered by a writing signed by the City Attorney. The writing may add paralegals to those professionals authorized to perform services and provide for rates to be paid for such paralegals.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel agrees not to engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality of Information

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

17. Indemnity

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

18. Insurance

a. Special Counsel 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 Special Counsel obtain and maintain such insurance coverages.

b. Special Counsel 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 Special Counsel is a material element of this Agreement. Special Counsel's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Independent Contractor

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

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel'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. Special Counsel acknowledges that Special Counsel and Special Counsel'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.

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. Special Counsel agrees that all persons employed by Special Counsel shall be treated equally by Special Counsel 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. Special Counsel agrees that, during the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel 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. Special Counsel 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. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel agrees to recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

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

25. Covenants and Conditions

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

26. Governing Law

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

27. Compliance with Law

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

28. Severability

City Attorney and Special Counsel 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.

29. Waiver

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

30. Counterparts

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

31. Arbitration

Special Counsel 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 Special Counsel'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.

32. 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 the City.

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

33. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Dania Torres Wong, Esq., Renne Sloan Holtzman Sakai LLP, 350 Sansome Street, Suite 300, San Francisco, California 94104.

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

34. Amendment

This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

35. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

RENNE SLOAN HOLTZMAN
SAKAI LLP

Greg Nyhoff, City Manager

Dania Torres Wong, Esq.

APPROVED AS TO FORM & CONTENT

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Stephen M. Fischer
Interim City Attorney
Office of the City Attorney
City of Oxnard
300 W. Third Street, Suite 300
Oxnard, CA 93030

Invoice No.

Client/Matter No:
Re:

For Professional Services Rendered Through **//****
Summary of Fees and Costs**

Total Fees

\$*****

Total Costs

\$*****

Total Charges

\$*****

**EXHIBIT A
Page 1**

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Invoice No.

Stephen M. Fischer
Interim City Attorney
Office of the City Attorney
City of Oxnard
300 W. Third Street, Suite 300
Oxnard, CA 93030

Client/Matter No:
Re:

For Professional Services Rendered Through **//******

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 1/10s of an hour Increments</u>	<u>Amount of Fees</u>
------------------------	----------------------------------	-------------------------------	--	-----------------------

Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
---------------------------	---------------------------------	-----------------------

Additional Information

FY to Date Fees (7/1/___ to 6/30/___)	\$ _____
FY to Date Costs (7/1/___ to 6/30/___)	\$ _____
Case to Date Fees	\$ _____
Case to Date Costs	\$ _____

EXHIBIT A
Page 2

Privileged and Confidential – Do not store with publicly accessible documents

**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. 7001-15-CA
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.

2/15

ATTACHMENT NO. 2
PAGE 12 OF 18

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

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. 7001-15-CA
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2015PRODUCER (415)978-3800 FAX: (415)978-3825
Calender-Robinson Company, Inc.
FB0267063300 Montgomery St., Suite 888
San Francisco CA 94104

INSURED

RENNE SLOAN HOLTZMAN & SAKAI, LLP DBA: PUBLIC
LAW GROUP DBA: PUBLIC MANAGEMENT GROUP
350 SANSOME ST., STE. 300
SAN FRANCISCO CA 94104THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Sentinel Insurance Co., LTD

INSURER B: Axis Insurance Company

INSURER C:

INSURER D:

INSURER E:

NAIC #
11000

3123 A+

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ CLAIMS MADE ☒ OCCUR	57SBAD02629	4/30/2014	4/30/2015	MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC				
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				
	☐ ALL OWNED AUTOS	57SBAD02629	4/30/2014	4/30/2015	BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 10,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 10,000,000
					\$
	DEDUCTIBLE	57SBAD02629	4/30/2014	4/30/2015	\$
	☒ RETENTION \$ 10,000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☒ WC STATU- TORY LIMITS OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below	57WECJY7086	4/30/2014	4/30/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	OTHER PROFESSIONAL LIAB.	MLN726015012014	4/16/2014	4/16/2015	EACH CLAIM: \$2,000,000
					AGGREGATE: \$4,000,000
					DEDUCTIBLE: \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: #7001-15-CA -- City of Oxnard, its City Council, officers, employees, agents and volunteers are named as additional insureds per the attached endorsement. Insurance is primary and non-contributory. *10-Day Notice of Cancellation applies for Non-Payment of Premium.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR BY MAIL.
XX
XX
XX
XX

AUTHORIZED REPRESENTATIVE

parah H.G. Ora

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ATTACHMENT NO. 2
PAGE 17 OF 18

Policy Number: 57SBADO2629

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ---- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Oxnard, its City Council, officers, employees, agents and volunteers

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

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

Insurance is primary and non-contributory.

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REQUEST FOR BUDGET APPROPRIATION

Department: City Attorney
Project/Program _____
Manager: Stephen Fischer

Date: March 3, 2015
Phone: x7483

Reason for Appropriation:

To fund special counsel to represent the City in a variety of Human Resources related matters under Agreement No. 7001-15-CA

Accounts and Descriptions

AMOUNT

Fund: **GENERAL FUND (101)**

Expenditures/Transfers Out

HUMAN RESOURCES (1701)

101-1701-801.82-09 CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT 240,000

Sub-total Expenditures **240,000**

Net Change to Fund Balance **(240,000)**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT # 2
PAGE 1 OF 1

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

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 13, 2015

AGENDA ITEM NO.

5-3

A. ROLL CALL/POSTING OF AGENDA

At 4:36 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Oxnard Community Development Commission Successor Agency. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; Scott Whitney, Interim Assistant City Manager; Matthew Winegar, Development Services Director; Carrie Sabatini, Interim Housing Director and Karl Lawson, Compliance Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Enedina Rivera; Edgar Rivera and Barbara Macri-Ortiz.

C. CLOSED SESSION

At 4:47 p.m. the City Council and Commission Development Commission Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed Audrey Ramirez; et al. v. City of Oxnard; et al., Ventura County Superior Court, Case No. 56-2012-00427361-CU-EI-VTA.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(d)(2). Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case: Claimant: Jose and Enedina Rivera, City of Oxnard Claim No. 2014-0152.

At 6:10 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:11 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jason Benites, Assistant Police Chief; James Williams, Fire Chief; Dave Millican, Interim Chief Financial Officer; Rob Roshanian, Development Services Manager; Martin Erickson, Deputy City Manager; Daniel Rydberg, Interim Utilities Director; Kymberly Horner, Interim Redevelopment Services Manager; and Todd Housley, Environmental Resources Manager. The City Manager introduced David Millican to the Council and the community.

ITEMS REMOVED FROM AGENDA

The Council concurred to remove item K-1 and S-7 from the agenda.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation to Oxnard Police Activities League (PAL) Boys Soccer Team for winning the 2014 Coast Soccer League Gold Division Boys U13 Champions.
ACTION: The City Council and Johnny Garcia Vasquez (State Assembly Jacqui Irwin) recognized the Oxnard PAL Soccer Club players: Cesar Almanza; Brian Alvarez; Eric Ayala; Kyleler Brant; Jeovany Barron; Adrian Castro; Miguel Garcia; Angel Gonzalez; Armando Hernandez; Isaac Lara; Alfredo Madlonado; John Paul Melgoza; Luis Melgoza; Christian Olivares; Ivan Rodriguez; Mathew Solorio; Ronaldo Valderrama; Ethan Zamora. The Council also recognized soccer coaches Juan Melgoza; Luis Melgoza; Miguel Garcia; Jovan Almanza and Managers Jeannette Zamora and Patty Melgoza.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Peter Martinez; Aaron Greer; Jim Milstead; Elias Banales; Frank Barba; Joseph Contaoi; Lucy Cartagena; John Adamson; Jenny Card; Martin Jones; Lupe Anguiano; Ron Whitehurst; Jack Villa; William Terry; Steve Nash; Elsa Serrano; Elliott Gabriel and Pat Brown.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on publication and that there was one written communications received.

Housing Department

1. SUBJECT: Extremely-Low to Low-Income Needs Assessment – FY 2015-2016 Annual Action Plan. (001)
RECOMMENDATION: Conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness.
DISCUSSION: The Interim Housing Director reported on several aspects of the Annual Action Plan including community outreach, community input, supportive services, Housing goals reached, Homeless Prevention, schedule for workshops/review and awarding of funds. The Compliance Services Manager reviewed information collected from the Census and other ways to gather information.

Public comments were received from: Rose Banuelos; Tim Hockett; William Terry; Danny Carrillo; Pat Brown; Felipe Flores; Eileen Tracy; George Miller; Barbara Mari-Ortiz; Francine Castanon and Benjamin Unseth.

ACTION: Close the public hearing. (Padilla/Perello) unanimously.

DISCUSSION: The Council discussed: local housing needs; review the panel “selection” progress; need to have a clear process for spending funds; assessment of population and possible legal solutions.

ACTION: The City Council conducted a public hearing, received the report and provided comments to staff.

J. APPOINTMENT ITEMS

City Manager Department

1. SUBJECT: Update on City of Oxnard General Fund Financial Position. (009)
RECOMMENDATION: Receive a report on the General Fund’s financial position as part of the Organizational Assessment (Oxnard 2020) by Management Partners.
DISCUSSION: The City Manager reviewed the timeline of proposed budget, upcoming audit, input to the process and goals to provide “excellent” services. Bob Deis, Management Partners, commented on: financial projections of the “general fund”; forecasting of retirement funds; Measure “O” funds; creating a separate Development Services fund; projected user fees and having General Fund policies.

Public comments were received from: Eileen Tracy; Jim Lavery; Larry Stein; George Miller; Al Velasquez and Greg Runyon

The Council discussed: projected revenues; projected liabilities; possible City Auditor and selecting budget priorities.

ACTION: Received report and provided comments.

S. INFORMATION/CONSENT AGENDA

Human Resources Department

7. SUBJECT: Amending Personnel Rules and Regulations and Position Control Resolutions. (235)
RECOMMENDATION: 1) Authorize the Mayor to execute an amendment to Resolution No. 14,667 authorizing the addition of three full-time equivalent positions to include the Economic Development Director, General Services Director and Utilities Director and deleting the Redevelopment Services Manager, Maintenance Services Manager and the Public Works Director; 2) Authorize the Mayor to execute an amendment to Resolution No. 14,668 authorizing changes in Section XII of the Personnel Rules and Regulations to set the salary ranges for the classifications of Economic Development Director, General Services Director, and Utilities Director; and 3) Authorize the Mayor to execute an amendment to Resolution No. 14,668 authorizing changes in Section XII of the Personnel Rules and Regulations to set the salary ranges for the classifications of City Attorney and Housing Director.
ACTION: The City Council concurred to remove from the agenda.

Fire Department

4. SUBJECT: Recognize and Appropriate Grant Revenues for the 2014 State Homeland Security Grants Awards. (217)

RECOMMENDATION: 1) Recognize \$217,650 in grant revenue from the State Homeland Security Grants Program (SHSGP); and 2) Approve budget appropriations in the amounts of \$75,000 to Regional Urban Search and Rescue (USAR) Equipment, \$20,000 to Regional Listos training, \$75,000 to Regional Hazmat Task Force, \$38,650 to Emergency Operations Center (EOC) Maintenance, and \$9,000 to Oxnard Fire CERT Training.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 10:25 p.m. the joint meeting with the Commission Development Commission Successor Agency concluded.

K. REPORTSFinance Department

1. SUBJECT: Annual Report for Development, Connection and Improvement Fees for the Year Ended June 30, 2014. (021)

RECOMMENDATION: Receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2014 in accordance with Government Code Section 66006.

ACTION: The City Council concurred to remove from the agenda.

Utilities Department

2. SUBJECT: Full Advanced Treatment Recycled Water Management and Use Agreement. (033)

RECOMMENDATION: Approve and authorize the Mayor to execute the Full Advanced Treatment Recycled Water Management and Use Agreement between the City of Oxnard and United Water Conservation District, Pleasant Valley County Water District, Houweling Nurseries, Southland Sod, and Reiter Affiliated Companies (A-7651).

DISCUSSION: The Interim Utilities Director reviewed history of GREAT program; changes of State and federal rules and "potable" water use.

Public comments were received from: Larry Stein; John Mathews; Steve Nash; George Miller and Al Velasquez.

The City Council discussed: water allocation; water credits and agreements with other agencies.

ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

3. SUBJECT: First Amendment to Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2. (095)

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Agreement with Jensen Design and Survey, Inc. (A-7669) in an amount not to exceed \$1,775,415 to execute all engineering and design tasks related to Phase 2 services for the Hueneme Road Recycled Water Pipeline Phase 2, which will bring the total authorization for Agreement to \$2,948,499.

DISCUSSION: Public comment was received from: Larry Stein.

ACTION: Move to approve as recommended. (MacDonald/Ramirez). Ayes: Ramirez, MacDonald, Padilla, and Flynn. Noes: Perello.

4. SUBJECT: Mitigated Negative Declaration for Groundwater Enhancement Recovery and Treatment (GREAT) Program. (131)

RECOMMENDATION: Adopt **Resolution No. 14,713** approving a Mitigated Negative Declaration regarding the ongoing implementation of the Groundwater Recovery Enhancement and Treatment Program (Phase 1).

ACTION: Move to approve as recommended. (MacDonald/Ramirez). Approved as recommended. (MacDonald/Ramirez). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Al Velasquez and Larry Stein.

L. REPORT OF CITY MANAGER

The City Manager stated his belief that the GREAT Program will bring great benefits to the community.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: Harbor Boulevard and Rose Road maintenance/resurfacing; the use of "railroad" services to move oil through the community and the upcoming Martin Luther King walk.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 2, 2014 and Minutes of the Special Meeting of the Oxnard City Council for November 25, 2014 and December 3, 2014. (199)

RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (211)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.

Development Services Department

3. SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund. (215)
RECOMMENDATION: 1) Authorize the disbursement of Public Art Fund revenues in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists; and 2) Approve a one-time appropriation of revenue in the amount of \$150,000 from the Public Art Fund.

Fire Department

5. SUBJECT: Accept a Grant Award from the U.S. Department of Homeland Security for the 2014 Emergency Management Performance Grant. (225)
RECOMMENDATION: 1) Approve the City Manager to accept a grant from the U.S. Department of Homeland Security administered through the California Office of Emergency Services grant in the amount of \$47,824, and; 2) Authorize the Finance Director to appropriate grant award and perform all other required financial actions and 3) The Fire Chief or designee to submit non-financial reports.

Housing Department

6. SUBJECT: Restructuring of Commission on Homelessness. (229)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 of the City Code related to the Commission on Homelessness (COH) to reduce the size of the COH from eleven to seven Commissioners, reduce the quorum requirement for the conduct of COH business from six to four Commissioners, and allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.

Library Department

8. SUBJECT: Second Reading of **Ordinance No. 2888** for Public Library Rules of Conduct and Exclusion Process. (245)
RECOMMENDATION: Second reading and adoption.

Utilities Department

9. SUBJECT: Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update. (253)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement for professional services with PEI (A-7723) for a four year term in an amount not to exceed \$451,740 for the PMS Update; and 2) Approve the appropriation of funds in the amount of \$451,740 from the Gas Tax Fund Balance.

10. SUBJECT: Agreement for Developing Green Alleys Program. (296)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with SWA Group (A-7739) in the amount of \$300,000 for developing Oxnard's Green Alleys Program.

ACTION INFORMATION/CONSENT AGENDA ACTION: Concurred to continue items to future date.

T. ADJOURNMENT

At 12:27 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 27, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:41 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. . Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Interim Assistant City Manager; Stephen Fischer, Interim City Attorney and Chris Williamson, Principal Planner.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Martin Jones and Steve Nash.

C. CLOSED SESSION

At 4:47 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed City of Oxnard v. Dale Belcher, et al., Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(d)(2). Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

At 6:15 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:18 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; James Williams, Fire Chief; Matthew Winegar, Development Services Director; Carrie Sabatini, Interim Housing Director; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Daniel Rydberg, Interim Utilities Director; Kymberly Horner, Interim Redevelopment Services Manager; Chris Williamson, Principal Planner and Karl Lawson, Compliance Services Manager

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Harry D. Cortez for Twenty Years of Exemplary Service on the Oxnard Police Chiefs Advisory Board.

DISCUSSION: The City Council, Police Chief and Mike Frawley, District Attorney Office, recognized Mr. Cortez for his service to the community. Mr. Cortez provided insight of changes he has seen in the Police Department.

2. SUBJECT: Presentation of a Commendation to Hugo Centeno Jr. for his outstanding athletic achievements.
DISCUSSION: The Council recognized Mr. Centeno for his athletic skills as a boxer and contributions to the community.
3. SUBJECT: Presentation of a Check to City Corps from Black American Political Association of California - VC Chapter for the Juneteenth Celebration.
DISCUSSION: Vincent Steward, Don Montgomery and Willie Clayton presented a check to the representatives of the City Corps. for their assistance in helping at this event.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Harold Ceja; Steve Nash; Martin Jones; Patrick Barrios and Pat Brown.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim Housing Director (S-2(c)); Councilmember Padilla (S-3); Compliance Services Manager (S-5) and Interim Utilities Director (S-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment was received from: Pat Brown.

J. APPOINTMENT ITEMS

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 2, 2014 and Minutes of the Special Meetings of the Oxnard City Council for November 25, 2014 and December 3, 2014. (001)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (013)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.

Development Services Department

3. SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund. (017)
RECOMMENDATION: 1) Authorize the disbursement of Public Art Fund revenues in the amount of \$150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists; and 2) Approve a one-time appropriation of revenue in the amount of \$150,000 from the Public Art Fund.

Fire Department

4. SUBJECT: Accept a Grant Award from the U.S. Department of Homeland Security for the 2014 Emergency Management Performance Grant. (019)
RECOMMENDATION: 1) Approve the City Manager to accept a grant from the U.S. Department of Homeland Security administered through the California Office of Emergency Services grant in the amount of \$47,824, and; 2) Authorize the Finance Director to appropriate grant award and perform all other required financial actions, and; 3) The Fire Chief or designee to submit non-financial reports.

Housing Department

5. SUBJECT: Restructuring of Commission on Homelessness. (023)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance amending Chapter 2 of the City Code related to the Commission on Homelessness (COH) to reduce the size of the COH from eleven to seven Commissioners, reduce the quorum requirement for the conduct of COH business from six to four Commissioners, and allow for the Commissioners' two-year terms of office to commence in March of odd-numbered years.

Library Department

6. SUBJECT: Second Reading of Ordinance No. 2888 for Public Library Rules of Conduct and Exclusion Process. (029)
RECOMMENDATION: Second reading and adoption.

Utilities Department

7. SUBJECT: Agreement for Professional Services with Pavement Engineering Inc. (PEI) for Pavement Management System (PMS) Update. (037)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement for professional services with PEI (A-7723) for a four year term in an amount not to exceed \$451,740 for the PMS Update; and 2) Approve the appropriation of funds in the amount of \$451,740 from the Gas Tax Fund Balance.
8. SUBJECT: Agreement for Developing Green Alleys Program. (081)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with SWA Group (A-7739) in the amount of \$300,000 for developing Oxnard's Green Alleys Program.

APPOINTMENT INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGS

J. APPOINTMENT ITEMS**Finance Department**

9. **SUBJECT:** Comprehensive Annual Financial Report for Fiscal Year 2013-14. (117)
RECOMMENDATION: Receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2013-14.
DISCUSSION: The Acting Chief Financial Officer and Bob Callanan, (Engagement Partner) White Nelson Diehl Evans LLP, reviewed the “audit” findings and opinions which included the “use of” estimates, changes in pension reporting; the need for a capital plan and “rate” study. The Interim Housing Director commented on Housing “revenues” recovered.

The City Manager commented on the need to examine utility rates and costs.

Public comments were received from: Martin Jones; Larry Stein; George Miller; Orlando Dozier and Aaron Starr.

The Council discussed various issues: the financial position of the City including revenue and expenses; “vacation cap” policies; Enterprise Funds and pension liabilities.

ACTION: The City Council provided comments and directions to staff.

K. REPORTS**City Manager Department**

1. **SUBJECT:** Support for City’s Legislative Program for 2015/16. (131)
RECOMMENDATION: 1) Adopt an update of the Legislative Program for 2015/16; and authorize the City Manager to prepare letters in support of or in opposition to, as appropriate, legislative matters outlined in the Legislative Program with such letters to be signed by the Mayor, or the Mayor Pro Tem in the Mayor’s absence; and 2) Receive an update on the Ormond Beach Concept Master Plan and Halaco Superfund site remediation, elements of the Legislative Program.
DISCUSSION: The Deputy City Manager (Erickson) updated Council regarding support of legislative programs which include programs such as bicycling programs; elimination of power plants; Ormond Beach area and Halaco remediation.

Public comment was received from: Pat Brown.

The City Council discussed: the flexible of this process to provide “support or oppose” on State and federal issues including issues such as: elimination of Redevelopment Agency; removal of power plants. The Council also discussed the use of consultants and promoting partnerships between other agencies.

ACTION: Approved as recommended. (MacDonald/Ramirez). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez .

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

1. SUBJECT: Verbal Report on FY 2015-2016 Budget Priority Setting and Budget Development Calendar.
RECOMMENDATION: Receive Verbal Report.
DISCUSSION: The City Manager commented on the tentative budget schedule and the process to establish budget priorities.

The City Council commented on community ideas and establishing budget priorities.

ACTION: The City Council provided comments and directions to staff.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTSDevelopment Services Department

1. SUBJECT: Opposition Letter to the San Luis Obispo County Planning Commission Regarding the Proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project. (141)
RECOMMENDATION: Authorize the Mayor to sign and transmit a letter to the San Luis Obispo County Planning Commission expressing the City Council's opposition to the proposed Phillips 66 Company Santa Maria Refinery Rail Spur Extension Project.
DISCUSSION: The Principal Planner outlined the reasons to act on this issue and requests made by cities.

Public comments were received from: George Miller and Steve Nash

The City Council discussed issues of moving of oil by train in the community.

ACTION: Approved as recommended. (Ramirez/Flynn). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

City Clerk Department

2. SUBJECT: Appointments of Councilmembers to Various Boards, Commissions, and Committees. (145)
RECOMMENDATION: 1) That the Mayor, with the approval of the City Council, appoint or move members and alternates from the City Council to the following boards, commissions and committees; 2) That the City Council, as a whole, appoint two Councilmembers to the Oxnard Airport Authority and one Councilmember as an alternate; and 3) That the City Council, as a whole, dissolve the following committee(s), board(s) and commission(s), for several reasons including completion of objectives and not meeting: (a) City Wide Enhancement Program and (b) City Manager Recruitment Ad Hoc Committee.
DISCUSSION: The City Council discussed having representation on the Carnegie Board and need to "report on work" of various boards, commissions and committees.

Public comment was received from: Larry Stein.

ACTION: Moved to have all Councilmembers be reappointed to the same Boards, Commissions and Committees. (Flynn/MacDonald). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

3. SUBJECT: Appointments of Citizen Advisory Groups. (157)

RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Seven (7) members to the Commission on Homelessness; (b) Five (5) members to the Library Board; (c) Seven (7) members to the Parks, Recreation and Community Services Commission; (d) Four (4) members to the Planning Commission; (e) Nine (9) members to the Senior Services Commission; and 2) That the City Council appoint: (a) Seven (7) members to the Community Relations Commission, and (b) Two (2) members to the Housing Authority Board of Commissioners.

DISCUSSION: The Council discussed: reading of applications; the need for applications to have more information; attending meetings; being involved and possibility of forming Athletic Commission and City Oversight Commission.

Public comments received from: Larry Stein and Dan Pinedo.

ACTION: The Mayor, with approval of the City Council, appoint to the Commission on Homelessness: Susan Brinkmeyer; Lucy Cartagena Martinez; Francine Castanon; Felipe Flores; Francisco V. Jaena; Darlene Miller and Peggy Rivera.

The Mayor, with approval of the City Council, appoint to the Library Board: Michelle Ascension; Rudy Durias; Mark Kupperman; John Ragan and Kenneth Reuter.

The Mayor, with approval of the City Council, appoint to the Parks, Recreation and Community Services Commission: Johnnie Barber; Edgar L. Cobb; Cherie Greene Moraga; Aurelio Ocampo Jr.; Roger Poirier; Gloria Postel and Dale Summersille.

The Mayor, with approval of the City Council (by polling Councilmembers), appoint to the Planning Commission: Orlando Dozier; Deirdre Frank; Stephen H. Huber and Vincent Stewart.

The Mayor, with approval of the City Council, appoint to the Senior Services Commission: Kay Brainard; Ron Fischer; Jean Joneson; Kathie Lanker; Alice Madrid; Clark Owens; Alice Sweetland; Donald Thiebault and Lourdes Villareal Yu.

The City Council appoint by polling to the Community Relations Commission: Theadora Davitt-Cornyn; Travis Kelly; Jamie Moreno; Mario Quintana; Juan A. Reynoso; George Sorkin and Robert Stewart.

The City Council appointed to the Housing Authority: Jose Andrade and Francisco Vega. (Flynn/Ramirez) unanimously.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Manager (S-1(h)).

S. INFORMATION/CONSENT AGENDA**City Manager Department**

1. **SUBJECT:** Agreements for City Council Review. (165)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.

Development Services Department

2. **SUBJECT:** Agreement with WKE, Inc. (169)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with WKE Inc., (6944-14-DS) in an amount not to exceed \$975,081, for environmental and preliminary engineering services for the Rice Avenue grade separation at Fifth Street project.

Utilities Department

3. **SUBJECT:** Project Specification UD 15-17 Electrical Rehabilitation for Wells No. 30, 32, 33 and 34 (235)
RECOMMENDATION: Approve Project Specification UD 15-17 for the electrical rehabilitation of Well No. 30 at Blending Station No. 3, located at 1700 Solar Drive , and Wells No. 32, 33 and 34 at Blending Station No. 1 located at 251 South Hayes, and authorize staff to solicit bids for the project.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: community plan for Campus Park; better local train service; local cultural activities and facilities.

T. ADJOURNMENT

At 10:29 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

January 13, 2015

A. ROLL CALL/POSTING OF AGENDA

At 4:36 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the Oxnard City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Scott Whitney, Interim Assistant Executive Director; Stephen Fischer, Interim General Counsel; Matthew Winegar, Development Services Director; Carrie Sabatini, Interim Housing Director and Karl Lawson, Compliance Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:47 p.m. the City Council and Commission Development Commission Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed Audrey Ramirez; et al. v. City of Oxnard; et al., Ventura County Superior Court, Case No. 56-2012-00427361-CU-EI-VTA

At 6:10 p.m. the Community Development Commission Successor Agency reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:11 p.m., the regular meeting of the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF EXECUTIVE DIRECTOR/SECRETARYM. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
BUSINESS/COMMITTEE REPORTSN. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACITY COUNCIL

At 10:25 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 10:25 p.m., the Community Development Commission Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

January 27, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 3/3/2015

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Greg Nyhoff, City ManagerAgenda Item No. S-4Reviewed By: City Manager GMCity Attorney SMFFinance AF

Other (Specify) _____

DATE: February 24, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

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

DISCUSSION

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.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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.

City Manager Contract List for 03/03/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Purchase Order	Fire Darwin Base	Quinn Power Systems Purchase Order No.	Emergency Generator - Fire Station #6 Purchase a 46.6KW emergency generator to replace existing outdated emergency generator at Fire Station #6 (Peninsula Ave). Project funding is from an Emergency Management Performance Grant (EMPG) through Ventura County Office of Emergency Services. Purchase through National Joint Powers Alliance (NJPA). NJPA is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. NJPA offers cooperatively contracted products, equipment and service opportunities to education and government entities throughout the country. Total Contract Amount: \$33,905 FundingSource: 2014 EMPG (to be awarded on March 3, 2015)	\$33,905

385-7701



Meeting Date: 3/3/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager ^{KH} Agenda Item No. S-5

Reviewed By: City Manager JM City Attorney RT Finance MM Other (Specify) _____

DATE: February 5, 2015

TO: City Council, City of Oxnard
Governing Board, Successor Agency

FROM: Kymberly R. Horner ^{KH}
Interim Redevelopment Services Manager

SUBJECT: Assignment and Assumption Agreement Regarding Long-Range Property Management Plan Advisory Services Agreement with Kosmont Companies

RECOMMENDATION

1. That the City Council approve the City's entry into an Assignment and Assumption Agreement with the Oxnard Community Development Commission Successor Agency.
2. That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency's entry into an Assignment and Assumption Agreement with the City of Oxnard.

DISCUSSION

On September 30, 2014, the City entered into an agreement with the Kosmont Companies (Kosmont) for Kosmont to provide Phase Two of Long-Range Property Management Plan Advisory Services Pursuant to Assembly Bill No. 1484 (Contract).

Because the Successor Agency has primary responsibility for redevelopment dissolution activities such as the Long-Range Property Management Plan, the City desires to assign the Contract to the Successor Agency through an Assignment and Assumption Agreement. Subject to approval of its Oversight Board, the Successor Agency desires to accept and assume the City's rights and obligations under the Contract by entering into the Assignment and Assumption Agreement. The Assignment and Assumption Agreement would take effect upon its approval by the Oversight Board and the California Department of Finance (DOF).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The requested actions of the City Council and the Successor Agency have been reviewed with respect to applicability of CEQA, the State CEQA Guidelines (California Code of Regulations, Title 14,

Section 15000 et seq., (Guidelines)), and the City's environmental evaluation procedures. Neither these actions, or subsequent approvals by the Oversight Board and the DOF, constitute a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

FINANCIAL IMPACT

The maximum cost for services under the Contract is \$50,000. So long as the Contract remains with the City, such costs are paid from the City's General Fund. If the Assignment and Assumption Agreement receives all necessary approvals, then the Contract would be deemed to be an "enforceable obligation," and any remaining costs would thereafter be eligible to be paid from the Redevelopment Property Tax Trust Fund, also known as RPTTF.

Attachment #1 - Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of March 3, 2015, by and between the CITY OF OXNARD, a municipal corporation of the State of California (“**Assignor**”), and the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (“**Assignee**”).

RECITALS

A. Assignor entered into an agreement dated as of September 30, 2015 with Kosmont & Associates, Inc. doing business as Kosmont Companies (“**Kosmont**”) regarding Kosmont’s provision of Phase Two of Long-Range Property Management Plan Advisory Services Pursuant to Assembly Bill No. 1484 (the “**Contract**”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

B. Assignor desires to assign to Assignee all of Assignor’s rights and obligations under the Contract (the “**Assigned Rights and Obligations**”), and Assignee desires to accept and assume Assignor’s rights and obligations under the Contract (the “**Assumed Rights and Obligations**”), such assignment and assumption to be effective on the Effective Date (as defined in Section 1.3 below). The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the “**Contract Rights and Obligations**”.

NOW THEREFORE in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE 1

ASSIGNMENT AND ASSUMPTION OF CONTRACT RIGHTS AND OBLIGATIONS

1.1 Assignment. Assignor assigns to Assignee, as of the Effective Date, all of Assignor’s rights, title and interest in and to the Contract Rights and Obligations.

1.2 Assumption. As of the Effective Date, Assignee accepts Assignor’s assignment of the Assigned Rights and Obligations and assumes the Assumed Rights and Obligations. From and after the Effective Date, Assignee shall keep and perform all of the agreements, undertakings, and covenants of the Contract, including any Contract attachments, undertakings, covenants, and documents recorded pursuant to the Contract.

1.3 Effective Date. For purposes of this Agreement, the “**Effective Date**” shall be the date of California Department of Finance approval (if any) of a resolution (if any) of the Oversight Board to the Oxnard Community Development Commission Successor Agency approving the entry of Assignee into this Agreement with Assignor.

ARTICLE 2
RIGHTS AND REMEDIES

2.1 No Assignor Liability or Default for Assignee Breach. As of the Effective Date, any default or breach by Assignee under the Contract following the Effective Date with respect to the Assumed Rights and Obligations shall not constitute a breach or default by Assignor under the Contract and, provided that Assignor is not in default under the terms of the Contract, shall not result in any remedies imposed against Assignor.

2.2 No Assignee Liability or Default for Assignor Breach. Any default or breach by Assignor under the Contract prior to or after the Effective Date, shall not constitute a breach or default by Assignee under the Contract and, provided that Assignee is not in default under the terms of the Contract, shall not result in: (i) any remedies imposed against Assignee or (ii) modification or termination of the Contract.

ARTICLE 3
GENERAL PROVISIONS

3.1 No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

3.2 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor and Assignee.

3.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.4 Authority. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

3.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"Assignor"

CITY OF OXNARD, a municipal corporation
of the State of California

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

KANE, BALLMER & BERKMAN
Redevelopment Special Counsel

By: Todd C. Mooney
Name: Todd C. Mooney
Title: Senior Associate

"Assignee"

OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY,
a public body, corporate and politic

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

By: Todd C. Mooney
Name: Todd C. Mooney
Title: Senior Associate

Exhibit A

Contract

[behind this page]

EXHIBIT A

Agreement No. 6897-14-CD

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
KOSMONT COMPANIES**

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 21st day of January, 2015, by and between the City of Oxnard, a municipal corporation ("City") and Kosmont & Associates, Inc., doing business as Kosmont Companies ("Consultant"). This First Amendment amends the Agreement entered into on September 30, 2014, by City and Consultant.

City and Consultant agree as follows:

1. Effective January 21, 2015, in Section 1 of the Agreement, "Exhibit A," is supplemented with "Exhibit A1" attached hereto and incorporated herein by reference.

2.

3. In Section 11 of the Agreement, the date "September 30, 2015" is deleted and replaced with the date "June 30, 2017."

4. In Section 14a of the Agreement, the figure "\$15,000" is deleted and replaced with the figure "\$50,000."

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

CITY OF OXNARD

CONSULTANT

Greg Nyhoff, City Manager

Kosmont & Associate, Inc.
Db a Kosmont Companies

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Kymberly Horner
Interim Redevelopment Services Manager

Kymberly Horner
Project Manager

Attachment #1
Exhibit A
Page 5 of 37

EXHIBIT A1 SCOPE OF SERVICES

SCOPE OF SERVICES

Task 1: Evaluate Cost of Property Acquisition Strategy and Analyze Economic/Fiscal Benefits of Proposed Development Scenarios (\$16K - \$18K)

The first component of Task 1 that Kosmont will complete includes deriving an estimated cost of acquiring all parcels that Kosmont proposes to list in the For Sale category in the LRPMP in the following Groups only:

• B Group	Adj. to Empire Motors	Parcel B4
• C Group	Plaza Park North	Parcels C1 through C6
• F Group	Plaza Park South	Parcels F1 through F6
• D Group		Parcels D1 through D3
• G Group		Parcels G1 through G7
• H Group		Parcels H1 through H2

Parcels in Group I (various scattered parcels), Group J (Heritage Square) and Group K (adjacent to Halaco Superfund site) are not included in this analysis because there has not been an identified reason to-date as to why the City may be interested in acquiring parcels in these Groups.

To determine the potential economic/fiscal benefits of the proposed development scenarios in Group C (Plaza Park North), Group F (Plaza Park South), Group D, Group G and Group H outlined in Phase One of the engagement, Kosmont will utilize RIMS II multipliers to estimate direct, indirect, and induced impacts of project construction and ongoing employment on-site, typically expressed in terms of economic output (value of goods and services produced), earnings (labor income), and employment (job creation) impacts. Kosmont has utilized multipliers in dozens of economic impact analyses, and will review analysis assumptions, methodology, calculations, and results in light of current economic conditions, and local City and County market dynamics. 09387

The output for Task 1 will be a brief memo or PowerPoint that summarizes the acquisitions costs and potential economic/fiscal benefits of potential development scenarios on each of the described Groups of parcels.

Task 2: Prepare Broker Opinion of Values ("BOVs") for Parcels That DOF Requested Values for in the LRPMP (\$9K - \$10K)

In direct response to DOF's comments on the draft LRPMP, Kosmont will prepare eleven BOVs estimating the value of the properties located at:

• Parcel F2	321 W. Sixth Street	APN 202-0-103-130
• Parcel F4	318 W. Fifth Street	APN 202-0-103-210
• Parcel I1	538 S. Meta Street	APN 201-0-213-100
• Parcel I2	N/A	APN 201-0-213-130
• Parcel I3	544 Meta Street	APN 201-0-213-140
• Parcel I4	544 Meta Street	APN 201-0-272-020
• Parcel I5	N/A	APN 201-0-272-030
• Parcel I6	144 E. Sixth Street	APN 201-0-272-170
• Parcel I7	N/A	APN 201-0-272-200
• Parcel J1	720 S. B Street	APN 202-0-144-220
• Parcel J4	740 S. B Street	APN 202-0-144-270

Once these BOVs are established, Kosmont would revise the LRPMP to reflect these updated values as part of Task 4.

Task 3: Evaluate Market for Residential/Retail Uses in Blocks Surrounding Plaza Park, Restaurants in Heritage Square, and Other Uses as Needed (\$10K - \$12K)

In order to better understand the local market for more residential, retail, office, and restaurant uses, Kosmont will conduct a local market analysis in which key market trends are identified. This may include an identification of current competition, general price and/or rent levels, vacancy rates, absorption rates, and other factors that may impact market potential. As part of this Task, Kosmont will also examine the regional economic trends and long-term forecasts, as well as demographic data for the area to understand household size, growth rates and annual income cohorts. Kosmont will also examine local business activity as it pertains to the strength of the local market. Finally, Kosmont will perform a brief review of property sales for different product types to provide corroboration for observed market price levels, as well as to provide insight into the potential for success of different development scenarios.

The output for Task 3 will be a brief memo or PowerPoint that summarizes the potential market demand for the described uses. It is recommended that Tasks 1 through 3 be summarized concurrently to provide the City/Successor Agency with as much information as needed in order to determine if/when to proceed to Task 4.

Task 4: Revise and Resubmit LRPMP to DOF for Approval (\$10K)

If market data substantiates support for new residential/retail/commercial/office uses in the blocks surrounding Plaza Park and restaurants uses in Heritage Square, along with positive economic/fiscal impacts of the proposed development scenarios outlined in Phase One of this engagement, the City Council/Successor Agency Board could direct Kosmont to revise the LRPMP per Kosmont's observations as part of Phase One of this engagement and resubmit the LRPMP to the DOF for approval.

As part of Task 4, Kosmont would incorporate the changes (insert missing values, change disposition categories, etc.) into the LRPMP and resubmit it to the Oversight Board for approval before sending it on to DOF. Kosmont would also interact with DOF up to two times during the review/approval process. Additional meetings, including in-person meetings in Sacramento with the DOF, would be charged on a Time and Materials basis.

SCHEDULE & REQUIRED DATA

Consultant is prepared to commence work on all Tasks immediately upon authorization by Client.

COMPENSATION

Compensation for services for Tasks 1 through 3 is estimated at a (\$35K – \$40K). If Kosmont is directed to revise the LRPMP and resubmit it to DOF, compensation for services for Task 4 is estimated at (\$10K). All Tasks to be billed on a time and materials basis. Future increases in budget, if needed, will require approval by Client in advance. Budget may be increased by City request at any point in time.

Services will be invoiced monthly at Consultant's billing rates, as shown on the Fee Schedule on the following page. Consultant understands Client will enter into an agreement between the Successor Agency and City whereas the City will upfront the funds needed to reimburse Consultant for services rendered. Because of the time needed to make these arrangements, Consultant agrees to defer invoicing until March 15, 2015. At that time, Consultant will submit all unpaid invoices to the Client for reimbursement.

Invoices will include additional reimbursement for out-of-pocket expenses such as air and automotive travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at Consultant's normal mileage reimbursement rate of 56.5 cents per mile), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Out-of-state travel requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

FEE SCHEDULE

**Kosmont Companies
2014 Public Agency Fee Schedule**

Professional Services

President & CEO	\$295.00/hour
Partner/Senior Vice President/Senior Consultant	\$275.00/hour
Vice President/Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
GIS Mapping/Graphics Service/Research	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

• Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred;
plus
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

• Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2015.

**AGREEMENT FOR CONSULTING SERVICES
KOSMONT COMPANIES**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of September, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Kosmont & Associates, Inc., doing business as Kosmont Companies ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; 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 attached hereto and incorporated by this reference in full herein (the "Services").

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.

3. Standard of Performance

Consultant agrees to undertake and complete the 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 the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Community Development Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

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 the 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

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in Exhibit B attached hereto 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 Larry J. Kosmont, CRE, 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 the Services, including a City business tax certificate.

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on the date of execution as indicated above, and expire on September 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) 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 without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) 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 not to exceed \$15,000.00 for the Services at rates provided in Exhibit C 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 the 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 the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by 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 the 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 the 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

See Exhibit C.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the 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 (10) calendar 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 the 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 (3) 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

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities directly resulting from Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified

Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement for a period of one (1) year after completion or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS-B, 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 the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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 non-binding 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.

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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 Kosmont Companies, 865 South Figueroa Street, Suite 3500, Los Angeles, CA 90017, Attention: Larry J. Kosmont.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard, Community Development Department, 214 South C Street, Oxnard, California 93030, Attention: Kymberly Horner.

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.

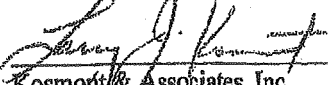
42. Entire Agreement

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


James Cameron, Purchasing Agent

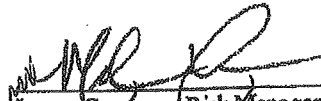
CONSULTANT


Kosmont & Associates, Inc.
dba Kosmont Companies

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

PPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

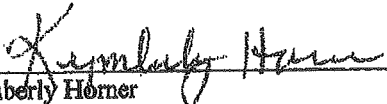

Kymberly Horner
Interim Redevelopment Services Manager

EXHIBIT A

SCOPE OF SERVICES

- Consultant shall review the Successor Agency's current proposed Long Range Property Management Plan (LRPMP), evaluate comments provided by the California Department of Finance (DOF), confer with Community Development staff regarding key sites and development potential, inspect the identified properties, provide a strategic assessment of how best to position the key sites for disposition, recommend changes to the draft LRPMP to implement the disposition strategy including arguments in support of DOF approval.
- Consultant shall perform the scope of work in accordance with the methodology and limitations described in Consultant's proposal dated August 15, 2014, and incorporated herein by this reference.
- It is further understood and agreed that the work effort shall be focused on the disposal of sites in Downtown Oxnard to maximize remaining development opportunities, and in so doing: (i) affirmatively further revitalization of the area; and (ii) maximize long term revenue potential for benefit of the City's General Fund.

EXHIBIT B
SCHEDULE OF SERVICES

- A. Effective immediately upon execution of this Agreement, the Consultant will complete the Scope of Services (Exhibit A) within 60 days.

EXHIBIT INS-B
INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT 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. 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 affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. 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 by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of 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 and volunteers. The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B 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 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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to 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 notes of cancellation.

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTORS PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

SAMPLE

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No.
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE	
PRODUCER Telephone: _____		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
NAMED INSURED		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS _____		
TYPE OF INSURANCE		OTHER PROVISIONS		
☐ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date _____ ☐ Occurrence	Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____		
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$		
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		EACH OCCURRENCE	AGGREGATE	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____		

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

EXHIBIT INS-B
INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

KOSM&AS-01 BSTERBERG

DATE (MM/DD/YYYY)

9/8/2014

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 License # OC36891

Lyddy Martin Company
2034 Colner Avenue
3rd Floor
Los Angeles, CA 90025

CONTACT NAME: Brett R Sternberg

PHONE (A/C, No. Ext.): (800) 820-1840

FAX (A/C, No.): (310) 473-8484

E-MAIL: brett@lyddymartin.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Foremost Signature Insurance Company

41513

INSURED

Kosmont & Associates, Inc.
Dba: Kosmont Companies
885 South Figueroa Street, 35th Floor
Los Angeles, CA 90017

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	AUTO SUBR (A/C, No. Ext.)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	PAS040846504	08/27/2014	08/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$ \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	PAS040846504	08/27/2014	08/27/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS		PAS040846504	08/27/2014	08/27/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE DTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	V/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City, its City Council, Officers, Employees and Volunteers are named additional insured as respects to general liability. The insurance is primary and non-contributory

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

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):	Location(s) Of Covered Operations
City of Oxnard Risk Manager 300 West Third Street, Suite 302 Oxnard, California 93030	Various Locations
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:

The Insurance is primary and non-contributory

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2014

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
Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057

CONTACT
NAME:

PHONE
(A/C No, Ext): 888-828-8365

FAX
(A/C, No):

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER-A: ACE American Insurance Co

22857

INSURER-B:

INSURER-C:

INSURER-D:

INSURER-E:

INSURER-F:

INSURED
Inspecity, Inc. L/C/F
KOSMONT & ASSOCIATES, INC.
19001 Crescent Springs Drive
Kingwood, TX 77329

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.

IN SR LT R	TYPE OF INSURANCE	ADDITIONAL INSTRUMENT	SUB R AND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE						MED EXP (Any one person) \$
	OCCUR						PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PROFESSIONAL LIABILITY \$
	POLICY						COMBINED SINGLE LIMIT (Ea accident) \$
	PROJECT						BODILY INJURY (Per Person) \$
	LOC						BODILY INJURY (Per accident) \$
	AUTOMOBILE LIABILITY						PROPERTY DAMAGE (Per accident) \$
	ANY AUTO						
	ALL OWNED AUTOS						
	SCHEDULED AUTOS						
	HIRED AUTOS						
	NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	OCCUR						AGGREGATE \$
	EXCESS LIAB						
	CLAIMS MADE						
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE	Y/N					
	OFFICER/MEMBER EXCLUDED?						
	(MANDATORY IN NH)						
	If yes, describe under						
	DESCRIPTION OF OPERATIONS below						

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

WAIVER OF SUBROGATION IN FAVOR OF CITY OF OXNARD, CITY COUNCIL, OFFICERS, EMPLOYEES AND VOLUNTEERS WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CITY OF OXNARD
ATTN: RISK MANAGER
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

Dr. Kelly

ACORD 25 (2010/05)

Acct#: 1171322

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Attachment #1
Exhibit A
Page 30 of 37

Workers' Compensation and Employers' Liability Policy

Named Insured Insperity, Inc. KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol RWC	Policy Number C48183773	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) Ace American Insurance Co.			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
CITY OF OXNARD;;		300 WEST THRID STREET, SUITE 302 OXNARD, CA 93030

All other terms and conditions of the Policy remain unchanged.

Michelle Kopp

Authorized Representative

ALL-32688 (01/11)

Page 1 of 1

Acct#: 1171322

Attachment #1
Exhibit A
Page 31 of 37

EXHIBIT C
COMPENSATION RATES

Kosmont Companies
2014 Public Agency Fee Schedule

Professional Services

President & CEO	\$295.00/hour
Partner/Senior Vice President/Senior Consultant	\$275.00/hour
Vice President/Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
GIS Mapping/Graphics Service/Research	\$ 95.00/hour
Clerical Support	\$ 60.00/hour



• **Additional Expenses**

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

• **Travel Expenses**

Travel Expenses are not to exceed \$1,700 shall include the following:

Mileage	Mileage Rate	Mileage Reimbursement	Travel Time	Hourly Rate	Travel Time Reimbursement	Total
President & CEO	280	\$0.565	\$158.20	2	\$295.00	\$ 590.00
Partner/Senior Vice President/Senior Consultant	440	\$0.565	\$248.60	4	\$275.00	\$1,100.00
Total	720		\$406.80	6		\$1,690.00



CERTIFICATE OF LIABILITY INSURANCE

KOSM&AS-01 BSTERBERG

DATE (MM/DD/YYYY)
9/8/2014

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 License # OC38881
Lyddy Martin Company
2034 Cotner Avenue
3rd Floor
Los Angeles, CA 90026

CONTACT NAME: Brett R Sternberg
PHONE (A/C, Ext. No.): (800) 520-1040 FAX (A/C, No.): (310) 473-6484
E-MAIL ADDRESS: brett@lyddymartin.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Foremost Signature Insurance Company # 41513
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Kosmont & Associates, Inc.
Dba: Kosmont Companies
986 South Figueroa Street, 35th Floor
Los Angeles, CA 90017

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.

INBR LTR	TYPE OF INSURANCE	ADD. INSUR (IND) (NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	PAS040848604	08/27/2014	08/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	PAS040848604	08/27/2014	08/27/2015	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	PAS040848604	08/27/2014	08/27/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City, its City Council, Officers, Employees and Volunteers are named additional insured as respects to general liability. The insurance is primary and non-contributory

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Brett Sternberg

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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):	Location(s) Of Covered Operations
City of Oxnard Risk Manager 300 West Third Street, Suite 302 Oxnard, California 93030	Various Locations
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:

The Insurance is primary and non-contributory

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/09/2014

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
Lockton Companies, LLC
5847 San Felipe, Suite 320
Houston, TX 77057

CONTACT
NAMEPHONE
(A/C No. Ext): 888-828-8365FAX
(A/C No.):E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER-A: ACE American Insurance Co

22667

INSURER-B:

INSURER-C:

INSURER-D:

INSURER-E:

INSURER-F:

INSURED
Insperity, Inc. L/C/F
KOBMONT & ASSOCIATES, INC.
19001 Crescent Springs Drive
Kingwood, TX 77339

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.

IN SR LY R	TYPE OF INSURANCE	ADDL INSR	SUB R AND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COM/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PROFESSIONAL LIABILITY \$
	POLICY PRO-JECT LOC						COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY						BODILY INJURY (Per Person) \$
	ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS MADE						AGGREGATE \$
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						MIC STATU- X TORY LIMITS OTH- ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N		x	C48183773	10/01/2014	10/01/2015	E.L. EACH ACCIDENT \$ 1,000,000
	OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under	N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WAIVER OF SUBROGATION IN FAVOR OF CITY OF OXNARD, CITY COUNCIL, OFFICERS, EMPLOYEES AND VOLUNTEERS WHEN REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CITY OF OXNARD
ATTN: RISK MANAGER
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

ACORD 25 (2010/05)
Acct#: 1171322

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Attachment #1
Exhibit A
Page 35 of 37

Workers' Compensation and Employers' Liability Policy

Named Insured Inseperity, Inc. KOSMONT & ASSOCIATES, INC. 19001 Crescent Springs Drive Kingwood, TX 77339			Endorsement Number
Policy Symbol RWC	Policy Number C48183773	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement 10/01/2014
Issued By (Name of Insurance Company) Acs American Insurance Co.			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E. We may arrange with your representative to send such notice in the event of any such cancellation.
- F. You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G. This endorsement does not apply in the event that you cancel the Policy.

SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
CITY OF OXNARD;;		300 WEST THRID STREET, SUITE 302 OXNARD, CA 93030

All other terms and conditions of the Policy remain unchanged.

Michelle Kupp

Authorized Representative

ALL-32688 (01/11)

Page 1 of 1

Acct#: 1171322

Attachment #1
Exhibit A
Page 36 of 37

EXHIBIT C
COMPENSATION RATES

Kosmont Companies
2014 Public Agency Fee Schedule

Professional Services

President & CEO	\$295.00/hour
Partner/Senior Vice President/Senior Consultant	\$275.00/hour
Vice President/Associate	\$185.00/hour
Project Analyst / Project Manager	\$150.00/hour
GIS Mapping/Graphics Service/Research	\$ 95.00/hour
Clerical Support	\$ 60.00/hour



• **Additional Expenses**

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

• **Travel Expenses**

Travel Expenses are not to exceed \$1,700 shall include the following:

Mileage	Mileage Rate	Mileage Reimbursement	Travel Time	Hourly Rate	Travel Time Reimbursement	Total
President & CEO	280	\$0.565	\$158.20	2	\$295.00	\$ 590.00
Partner/Senior Vice President/Senior Consultant	440	\$0.565	\$248.60	4	\$275.00	\$1,100.00
Total	720		\$406.80	6		\$1,690.00



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing
☐ Other _____	☐ Other Public Hearing

Prepared By: Susan Duenas, Disaster Preparedness CoordinatorAgenda Item No. 5-6Reviewed By: City Manager JMCity Attorney PTFinance Both for Mike More

Other (Specify) _____

DATE: March 3, 2015**TO:** City Council**FROM:** James Williams, Fire Chief
Fire Department**SUBJECT:** Recognize Revenue and Appropriate Funds for the Supplemental 2013 Emergency Management Performance Grant (EMPG)**RECOMMENDATION**

That City Council approve a Budget Appropriation to Recognize Revenue and Appropriate Funds in the amount of \$45,000 from the Supplemental 2013 Emergency Management Performance Grant (EMPG).

DISCUSSION

The 2013 EMPG is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare for, mitigate, or recover from natural or man-made emergencies and disasters.

The City will utilize the grant funds to purchase and install a backup generator for Fire Station 6, which serves as the communication hub for both fire and police for the west end of the city. If power is lost and there is not a back-up power source, Fire Department staff will lose communication capabilities in this area.

FINANCIAL IMPACT

The supplemental grant funding will be added to EMPG 13-14 State Grant Project No. 772236. The grant requires a match of \$45,000, which has been met from general funds approved in the FY 2014-2015 budget for Emergency Operations Center Operating costs.

Attachment #1 - Budget Appropriation

Attachment #2 - Grant Award Letter

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program _____
Manager: James Williams

Date: March 3, 2015

Phone: 385-7717

Reason for Appropriation:

Recognize Supplemental Emergency Performance Grant 2013 CFDA #97.042, Grant #2013-0047 for purchase of back-up generator for Fire Station 6

<u>Accounts and Descriptions</u>		<u>AMOUNT</u>
Fund: STATE TERM GRANTS FUND (217)		
Revenues/Transfers In		
EMPG 13-14 STATE GRANT (Project 772236)		
217-2226-532.72-31	FEDERAL GRANT REVENUES	45,000
Sub-total Revenues		<u>45,000</u>
Expenditures/Transfers Out		
EMPG 13-14 STATE GRANT (Project 772236)		
217-2226-802.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	45,000
Sub-total Expenditures		<u>45,000</u>
Net Change to Fund Balance		<u>0</u>
Net Appropriation Change		<u>45,000</u>

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 1
Page 1 of 1

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

Revised : 2/23/2012



VENTURA COUNTY SHERIFF'S OFFICE

- **GEOFF DEAN**
Sheriff
- **GARY PENTIS**
Assistant Sheriff
- **STEVE DE CESARI**
Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

Tuesday, February 10, 2015

City of Oxnard
Attn: Greg Nyhoff
300 W. Third Street
Oxnard, CA 93030

NOTIFICATION OF SUPPLEMENTAL GRANT AWARD
Fiscal Year: 2013 Emergency Management Performance Grant
CFDA #: 97.042, **Grant #:** 2013-0047
Tracking #: 13-EMPG-S-O-1
EHP Required: Yes
Performance Period: January 31, 1 2015 - March 31, 2015

Dear Mr. Nyhoff:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2013 Emergency Management Performance Grant supplemental project application in the amount of \$129,438. The City of Oxnard has been awarded \$45,000 to complete the installation of a backup generator at Oxnard Fire Station 6.

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. The City of Oxnard has submitted an Environmental and Historical Preservation Act form which was approved by FEMA on 1/26/2015 therefor the purchase and installation of equipment may commence upon acceptance and approval by your agency.

This is a reimbursement grant which requires the sub-grantee to provide a dollar-for-dollar match. All grant forms will be sent to your EMPG point of contact electronically. According to our records Susan Duenas is your jurisdiction's point of contact.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than March 25, 2015. If you have questions pertaining to Emergency Management Performance Grant items please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Patrick D. Maynard
Senior Program Administrator
Ventura County Sheriff's OES

CC: Susan Duenas

☐ **SPECIAL SERVICES**
5177 Camino Ruiz
Camarillo, CA 93012
(805) 383-8791 Fax (805) 389-6549

☐ **PATROL SERVICES**
2101 East Olsen Road
Thousand Oaks, CA 91360
(805) 494-8260 FAX (805) 494-8295

☐ **DETENTION SERVICES**
800 South Victoria Avenue #3400
Ventura, CA 93009
(805) 654-2305 FAX (805) 654-3500

☐ **SUPPORT SERVICES**
800 South Victoria Avenue #3300
Ventura, CA 93009
(805) 654-5134 FAX (805) 677-8715

ATTACHMENT 2

Page 1 of 1

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Patricia Friend

Agenda Item No. 5-7Reviewed By: City Manager JMCity Attorney JBBFinance Bel for Mike none

Other (Specify) _____

DATE: February 10, 2015**TO:** City Council**FROM:** Michael Henderson, Director
General Services Department**SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (to be numbered A-7751) for GS13-14 Oxnard Transit Center (OTC) Heating & Air Conditioning (HVAC) System Upgrade

RECOMMENDATION

That City Council

- 1) Award a contract to be numbered A-7751 to the lowest responsible and responsive bidder, Bon Air, Inc. in the amount of \$567,000 for GS13-14-Oxnard Transit Center Heating & Air Conditioning System Upgrade, and authorize the purchasing agent to execute the contract upon receipt of final documents.
- 2) Approve a Budget Appropriation in the amount of \$20,000 from TDA/LTF4-TRANS.FND 99400c to the Oxnard Transportation Center Heating and Air Conditioning System Upgrade Project No. 143105.

DISCUSSION

On December 16, 2014, City Council approved project plans and specifications and for staff to solicit bids. The project bid was first advertised on January 1, 2015 and the bid window opened to the public on January 5, 2015. The bid window closed on February 4, 2015 and the City received four (4) bids and they ranged from a low of \$567,000 to a high of \$649,000.

Based on a review of all bid documentation received including checks of required licenses, Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues, the bid received from Bon Air, Inc. has been found to be the responsible and responsive low bid.

The project work under this contract will remove all existing heating and air conditioning system equipment and replace with a complete new system of ductwork, air registers, thermostats and electrical that will ensure the future operating cost are contained and that will make the facility comply with California Energy Standards.

FINANCIAL IMPACT

The recommended budget appropriation of \$20,000 is available from TDA/LTF4 Fund (unappropriated) fund balance to provide the additional funding required for improvements of OTC HVAC System Upgrade Project 143105. These additional funds are needed as offset for extra cost incurred by Design due to updates to project plans for revised code requirements that had to be addressed for project plan check, permitting and contract administrative cost.

MH/pcf

- Attachment #1 – Budget Appropriation
#2 - Tabulation of Bids
#3 – Dept. Approval to Award
#4- Bid Package – Bon Air, Inc.
#5- OSHA Report
#6 – Subcontractors
#7- References
#8 – Certificate of Publication-Public Notice
#9 - Staff Report –Council Approval to Bid
#10-Contractor DIR Registration Number

REQUEST FOR BUDGET APPROPRIATION

Department: General Services
Project/Program _____
Manager: Michael Henderson

Date: February 10, 2015
Phone: _____

Reason for Appropriation:

To provide additional funding for improvement and upgrade of heating and Air Conditioning System Upgrade to the Oxnard Transportation Center Project No. 143105, covering differences of bid value vs. project balances and anticipated construction contingencies.

Accounts and Descriptions

AMOUNT

Fund: TDA/LTF4-TRANS.FND-99400c FUND (213)

Expenditures/Transfers Out

OTC HVAC UPGRADE (PROJECT NO. 143105)

213-3165-826.86-05 CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE 20,000

Sub-total Expenditures 20,000

Net Change to Fund Balance (20,000)

Net Appropriation Change 20,000

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

GS13-14-Oxnard Transportation Center HVAC System Upgrade

Owner: City of Oxnard

Bid Opening: 02/04/15		* marks an allowance	Bon Air, Inc.		UNITED MECHANICAL CONTRACTORS		Brannon dba Smith Electric Service		ACCO Engineered Systems	
Item #	Item Code		Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	N-A	MOBILIZATION-SETUP FOR ALL PROJECT WORK PER PLANS AND SPECIFICATIONS	1	LS	\$26,000.00	\$26,000.00	\$42,500.00	\$10,000.00	\$7,500.00	\$7,500.00
2	Div. 02	DEMOLITION WORK-REMOVAL OF ALL OLD EQUIPMENT AND SLAB- PER PLANS AND SPECIFICATIONS	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$30,000.00
3	Div 03 -32	SITE WORK -ALL PREP AND INSTALLATION OF CONCRETE PAD AND ALL RELATED WORK PER PLANS AND SPECIFICATIONS	1	LS	\$22,000.00	\$22,000.00	\$12,000.00	\$13,000.00	\$41,000.00	\$41,000.00
4	Div 23	INSTALLATION OF NEW VRF SYSTEM AND ALL RELATED WORK PER PLANS AND SPECIFICATIONS	1	LS	\$420,000.00	\$420,000.00	\$475,000.00	\$508,054.00	\$485,000.00	\$485,000.00
5	Div 26	ELECTRICAL WORK -ALL RELATED WORK PER PLANS AND SPECIFICATIONS	1	LS	\$45,000.00	\$45,000.00	\$35,000.00	\$57,700.00	\$63,500.00	\$63,500.00
6	09 51 00	CEILING REPAIRS -ALL RELATED WORK PER PLANS AND SPECIFICATIONS	1	LS	\$10,000.00	\$10,000.00	\$15,000.00	\$2,000.00	\$6,000.00	\$6,000.00
7	09 21 00	WALL REPAIRS - ALL RELATED WORK PER PLANS AND SPECIFICATIONS	1	LS	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$6,000.00
8	07 78 00	DEMOLITION AND PROJECT CLOSE-OUT -ALL RELATED WORK AND COST TRAINING CITY STAFF ON NEW EQUIPMENT MAINTENANCE AND USE	1	LS	\$7,000.00	\$7,000.00	\$1,000.00	\$5,000.00	\$7,000.00	\$7,000.00
9	N-A		1	LS	\$2,000.00	\$2,000.00	\$500.00	\$1,500.00	\$3,000.00	\$3,000.00
			Bid List Total SUBMITTED			\$567,000.00		\$628,254.00		\$649,000.00
			Total Bid Amount VERIFIED			\$567,000.00		\$628,254.00		\$649,000.00

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ATTACHMENT
PAGE 1 OF 2

Listed Subs	Bon Air, Inc.	UNITED MECHANICAL CONTRACTORS	Brannon dba Smith Electric Service	ACCO Engineered Systems
	Air Balance Co., Inc. 840 No Diamond Bar Diamond Bar, CA 91765	Kevco 14824 Marguard Ave Santa Fe Springs, CA 90670	Smith Electric Service 1340 West Betteravia Road Santa Maria, CA 934551030	Kindness GC 12891 Nelson St Garden Grove, CA 92840
	Arm Glen, Inc. 1655 W kenneth Rd Glendale, CA 91201	Murrietta Electric 2674 E Main St #E Ventura, CA 93003		MCR Plumbing, Inc. 450 Rosewood Ave #217 Camarillo, CA 93010
	Champion Ceiling 336 Mt Washington Dr Los Angeles, CA 90065	Precision Air Balance 1240 H No Jefferson Anaheim, CA 92807		So-Cal Insulation 2401 Eads Street Los Angeles, CA 90031
	P&E Insulation 5971 Lakeshore Dr Cypress, CA 90630	Prime Acoustics 31129 Via Colinas #702 Westlake Village, CA 91362		
	West Coast Power Solutions 561B Kinetic Dr Oxnard, CA 93030	Regan Paving 230 Helicopter Circle Corona, CA 92880		
		Retrofit 8656 Utica Ave Ste 300 Rancho Cucamonga, CA 91730		



February 9, 2015

TO: Martin Erickson, Deputy City Manager
Oxnard Transit Center Management

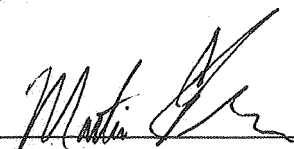
FROM:  Patricia Friend, GS Contract Procurement

SUBJECT: **Recommendation of Award**
Specification Number GS13-14
Oxnard Transportation Center HVAC System Upgrade

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O

Four (4) bids were received on February 4, 2015, ranging from \$567,000.00 to \$649,000.00(Attachment No. 1). Contract Procurement staff reviewed the bids and determined that the bid submitted by Bon Air, Inc. is the lowest, responsible and responsive bid. Therefore, it is recommended that the contract for the OTC HVAC System Upgrade Project be awarded to Bon Air, Inc. in the amount of \$567,000.00. Pages B-5 and B-6 (Subcontractors Information) and B-7 (References) are also attached for your review.

Funds in the amount of \$567,000.00 need to be made available in TDA/LTG8-CIP Fund 99400a /213 (Project #143105). If you concur with the award of this contract as recommended, please sign at the bottom of this memo and return it to Contract Procurement. Please have any necessary funding adjustments made so that Contract Procurement can verify that sufficient funds are available to complete this project.

Concur with Award: Martin Erickson: 
Deputy City Manager

Attachment No. 1 – Tabulation of Bids
Attachment No. 2 – Project Cost Estimate

ATTACHMENT 3
PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-14**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

**PROJECT TITLE: – Oxnard Transportation Center Heating & Air Conditioning
System Upgrade**

**BRIEF DESCRIPTION OF PROJECT: : Oxnard Transportation Center (OTC)
HVAC System Upgrades – Work will consist of demolition of the existing system and
removal of all associated equipment, including the concrete slab; new structural concrete slab
and installation of new Variable Refrigerant Flow (VRF) system**

Specification Number GS13-14 includes 14 pages of bid documents. Drawing No. GS13-04
includes 17 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is
to be complete in 100 calendar days. Liquidated damages will be assessed at \$1,000
per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard
Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name BON AIR INC.
Physical Address 11340 W. OLYMPIC BLVD. # 302 LA CA 90064
Mailing Address 11340 W. OLYMPIC BLVD. # 302
City LA State CA Zip Code 90064
Telephone No. 310-575-1111 Fax No. 310-479-0029

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER GS13-14

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME BON AIR INC.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	TOTAL
1	Mobilization -Set-up for All Project Work Per Plans and Specifications	N/A	LS	1	\$ 26,000
2	Demolition Work -Removal of All Old Equipment and Slab- Per Plans and Specifications	Div. 02	LS	1	\$ 20,000
3	Site Work -All Prep and Installation of Concrete Pad and All Related Work Per Plans and Specifications	Div. 03 & 32	LS	1	\$ 22,000
4	Installation of New VRF System and all Related Work Per Plans and Specifications	Div. 23	LS	1	\$ 420,000 B.H.
5	Electrical Work - All Related Work Per Plans and Specifications	Div. 26	LS	1	45,000 -
6	Ceiling Repairs -All Related Work Per Plans and Specifications	09 51 00	LS	1	\$ 10,00
7	Wall Repairs - All Related Work Per Plans and Specifications	09 21 00	LS	1	\$ 15,00
8	Demobilization and Project Close-out -All Related Work & Cost	07 78 00	LS	1	\$ 7,000
9	Training City Staff on New Equipment Maintenance & Use		LS	1	\$ 2,000
GRAND TOTAL					\$ 567,000 B.H.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-14**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 567,000

The grand total lump sum submitted will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED 2/4/15 AT LA CA

COMPANY NAME BON AIR INC.

SIGNATURE [Signature] TITLE PRESIDENT
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER GS13-14

BIDDER'S AFFIDAVIT

PROJECT OXNARD TRANSPORTATION CENTER (OTC) HVAC

I depose and say that I am BAHMAN HANNANI PRESIDENT
(Print or type name and title)

of BON AIR INC.
(Name of Company)

11340 W. OLYMPIC BLVD. # 302 LA CA 90064
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: _____

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 499561 FED TAX ID. # 95-4053328

Classification: B, C-20

Contractor's License Expiration Date: 10/31/16

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 177125705

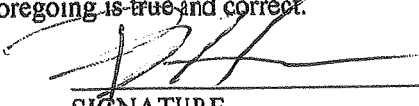
Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 2/4/15 at LA, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)


SIGNATURE

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

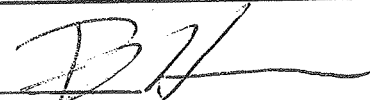
CITY OF OXNARD
SPECIFICATION NUMBER GS13-14

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let. <i>(SEE ATTACHED)</i>	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.		✓

Contractor Officer's Signature:

PRESIDENT 
 Title

2/4/15
 Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

Project Name: Castaic MS HVAC Replacement

Location: 28900 Hillcrest Parkway, Castaic, CA 91384

Owner: Castaic Union School District

Owner Contact: Mr. Jaime Garcia – Tel: 661-257-4500 x1546

General Contractor: Bon Air Inc.

Description of Project: Replacement of A/C units
Including: framing, steel concrete, electrical, roofing,
controls, duct cleaning

Initial Contract Value: \$1,263,000

Final Contract Value: \$1,276,000

Original Completion Date: 8/2014

Time Extension Granted: N/A

Actual Date of Completion: 8/2014

Include earthquake resistant building: NO

Project Name: Re-Roofing & HVAC Replacement at Various Schools

Location: Various Locations in Moorpark

Owner: Moorpark Unified School District

Owner Contact: Mr. Gary Ventsan – Tel: 805-378-6300, Ext. 1442

General Contractor: Bon Air Inc.

Description of Project (Scope of Work): Replacement of AC units and roofing at 3 schools
Electrical, plumbing, piping, control, framing, roofing
(summer work)

Initial Contract value: \$1,374,000

Final Contract Value: \$1,484,400

Original Completion Date: 9/2012

Time Extension Granted: N/A

Actual Date of Completion: 9/2012

Include earthquake resistant building: NO

Project Name: Auditor/Controller/Recorder Office HVAC

Location: 222 Hospitality Lane, San Bernardino, CA 02415

Owner: County of San Bernardino

Owner Contact: Ms. Darlynn Wissert-Tel: 909-387-8907

General Contractor: Bon Air Inc.

Description of Project: HVAC work in an occupied building
Replace 2 large packaged unit, include concrete steel,
roofing, electrical, fire alarm, temporary A/C,
scaffolding

Initial Contract Value: \$1,298,000

Final Contract Value: \$1,485,000

Original Completion Date: 2/2009

Time Extension Granted: N/A

Actual Date of Completion: 2/2009

Include earthquake resistant building: NO

Project Name: Los Alamitos/Rossmoor Library HVAC Upgrade

Location: 12700 Montecito Road, Seal Beach, CA 90740

Owner: County of Orange

Owner Contact: Mr. Randy Quillman – Tel: 714-514-2417

General Contractor: Bon Air Inc.

Description of Project: HVAC: Replacement of Air Handler, new boiler, hydronic piping, insulation, electrical, control

Initial Contract Value: \$342,000

Final Contract Value: \$362,000

Original Completion Date: 3/2014

Time Extension Granted: N/A

Actual Date of Completion: 3/2014

Include earthquake resistant building: NO

**UNITED STATES
DEPARTMENT OF LABOR**

OSHA

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This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a [specified inspection](#) or inspections within a [specified SIC](#).

Establishment
State
OSHA Office
Case Status ☒ All ☐ Closed ☐ Open
Violation Status ☒ All ☐ With Violations ☐ Without Violations
Inspection Date
Start Date
End Date

Can't find it?
Wildcard use %
[Basic Establishment Search Instructions](#)
[Advanced Search Syntax](#)

 **Note:** Please read important information below regarding interpreting search results before using.

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210
Telephone: 800-321-OSHA (6742) | TTY
www.OSHA.gov

ATTACHMENT 5
PAGE 1 OF 1

CITY OF OXNARD
SPECIFICATION NUMBER GSI3-14

SUBCONTRACTORS INFORMATION

BIDDER'S NAME BON AIR INC.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. West Coast Power Solutions	561-B Kinetic Drive, Oxnard, CA 93030	ELECTRICAL	912627	C10
2. Air Balance Co, Inc	840 N DIAMOND BAR Diamond Bar, CA 91765	TEST & BALANCE	347017	D62
3. Champion Ceiling	336 MT Washington Drive Los Angeles, CA 90065	T-BAR	516650	C2

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-14**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME BON AIR INC.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. PBE Insulation	5971 Lakeshore Drive CYPRESS, CA 90630	Insulation	763803	C-2
5. Arm Glen Inc	1635 W Kenneth Road Costa Mesa CA 92626	Plumbing	850814	C36
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER GS13-14**

REFERENCES

BIDDER'S NAME BON AIR INC.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
CITY OF THOUSAND OAKS	MECHANICAL	UPGRADE
Owner	Project Location	
\$95,000. —	MS. ELIZABETH PEREZ	805-402-2717
Project Cost	Project Manager	Telephone

Project Description		
CITY HALL	CHILLER	REPLACEMENT
Owner	Project Location	
CITY OF VENTURA	VENTURA, CA	Telephone
336,000 —	HUGH McTERNAHAN	805-653-1722
Project Cost	Project Manager	Telephone

Project Description		
HOSPARK COLLEGE	PHYSICAL SCIENCE BLDG.	HVAC
Owner	Project Location	
VENTURA COUNTY COMMUNITY COLLEGE DISTRICT	HOSPARK, CA	Telephone
\$87,000 —	JOHN SINUTKO	805-551-4087
Project Cost	Project Manager	Telephone


SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

Certificate of Publication

Ad #359713

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Jan. 02, 09, 2015

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Jan. 09, 2015; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS
The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS13-14 for the Oxnard Transportation Center Heating & Air Conditioning System Upgrade Project. The work will consist of removal of existing equipment and installation of a complete new system. The work designated in this specification will require the Contractor to possess a State of California Contractor's License-Warm Air Heating, Ventilating and Air-Conditioning, Classification C-20, to be considered as a prime contractor qualified for award of this project. Per City policy, no engineers construction estimate is provided for public bid projects.
Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy - www.cybercopyprographics.com , or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, JANUARY 5, 2015. The Plans and Specifications may be obtained in electronic medium format-CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.
A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard, at 9:30 A.M. on WEDNESDAY, JANUARY 14, 2015. All prospective bidders are urged to attend.
All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.
Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City of Oxnard and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, FEBRUARY 4, 2015. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.
FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.
Ad Dates 01/02/15, 01/09/15 Ad No.359713

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER

GS13-14

STATE OF CALIFORNIA

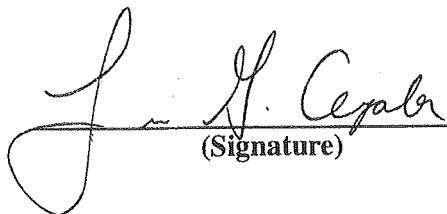
COUNTY OF VENTURA

I Luis Ayala
hereby certify that Ventura County VIDA
Newspaper, is a newspaper of general
circulation within the provision of the
Government Code of the State of California,
printed and published in the County
of Ventura, State of California; that I am
the Principal Clerk of said newspaper;
that the annexed clipping is a true printed
copy and published in said newspaper on
the following dates, to wit.

January 1, 8, 2015

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

8th day of January 2015


(Signature)

NOTICE TO BIDDERS

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All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the



ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s).	☐ Report
☐ Res. No(s).	☐ Public Hearing (Info/consent)
☐ Other	☐ Other

Prepared By: Patricia Friend

Agenda Item No.

S-7

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: December 2, 2014

TO: City Council

FROM: Michael Henderson, General Services Director

SUBJECT: Specification GS13-14 - Oxnard Transportation Center (OTC)-Heating and Air Conditioning System (HVAC) Upgrade and Solicitation of Public Bid

RECOMMENDATION

That City Council:

1. Approve project Specification GS13-14 and plans for the upgrade of the Oxnard Transportation Center Heating and Air Conditioning System and authorize staff to solicit bids for the project.
2. Approve a budget appropriation in the amount of \$600,000 from the fund balance of the TDA/LTF4-TRANS.FND-99400c to the Oxnard Transportation Center Heating and Air Conditioning System Upgrade Project No. 143105.

DISCUSSION

The Oxnard Transportation Center was built in 1986 and the Heating and Air Condition System is original equipment. It currently is not operating properly or at maximum efficiency resulting in higher operating costs. The City has received complaints from the Tenants at the facility.

The planned upgrades to the system will be based on heating and cooling load calculations to ensure that the California Energy Standard Compliance is met by the upgrades and to ensure the future operating cost for the facility are contained. The project includes the complete removal of all old equipment; and purchase and installation of new equipment with the replacement of the internal system of ductwork, air register, thermostats, upgrades to the electrical system and includes repairs and patch to ceiling and walls. Approval is requested of the plans and specification and to conduct a public solicitation for bids to replace and upgrade the Heating and Air Condition System.

FINANCIAL IMPACT

The recommended budget appropriation will provide necessary funding for these improvements. Funding is available in TDA/LTG8-CIP Fund 99400a (Fund 213).

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: City Manager
 Project/Program
 Manager: Michael Henderson

Date: December 4, 2014

Phone: _____

Reason for Appropriation:

To provide funding for improvement and upgrade of Heating and Air Conditioning System Upgrade to the Oxnard Transportation Center Project No. 143105.

AMOUNT

Accounts and Descriptions

Fund: TDA/LTF4-TRANS.FND-99400c FUND (213)

Expenditures/Transfers Out

OTC HVAC UPGRADE (Project 143105)

213-3165-826-84-51 OTHER SERVICES/SERVICES FROM OTHER
 213-3165-826-86-06 CAPITAL OUTLAY/IMPROV NOT BUILD-MAJOR RE
 213-3165-826-86-06 CAPITAL OUTLAY/MACHINERY AND EQUIPT.-NEW

Sub-total Expenditures

Net Change to Fund Balance

Net Appropriation Change

~~435,519~~

76,000

160,000

370,519

~~435,519~~

600,000

~~(435,519)~~

(600,000)

~~435,519~~

(600,000)

Approvals

Department Director

Chief Financial Officer

City Manager



12/18/14:

Per. Pat's confirmation,
 cost of project is estimated
 @ \$600K (approved in
 staff report).

SBA# (Finance Use Only) 41
 BA Doc# (Finance Use Only) 1506-90
 Revised: 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

Patricia Friend - Fwd: GS13-14 Oxnard Transportation Center HVAC

From: Hass Golshani <hass@bonairinc.com>
To: <patricia.friend@ci.oxnard.ca.us>
Date: 02/09/2015 10:33 AM
Subject: Fwd: GS13-14 Oxnard Transportation Center HVAC

Hi Patricia;
Bon Air DIR : 1000001141
Could you please let me know if you received .
Thanks
HASS

BON AIR INC.

11340 W.Olympic Blvd Suite 302
Los Angeles, CA 90064
O 310-575-1111
F 310-479-0029

ATTACHMENT 10
PAGE 1 OF 1



Meeting Date: 03/3/15

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator

Agenda Item No. 5-8Reviewed By: City Manager, *JM*City Attorney *SMF*Finance *BK for Mike Malone*

Public Works

DATE: February 18, 2015**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director *DR*
Utilities Department**SUBJECT:** UD15-10 Channel Islands Neighborhood Street Resurfacing**RECOMMENDATION**

That City Council approve Project Specification No. UD15-10 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Channel Islands Neighborhood and authorizes staff to solicit bids.

DISCUSSION

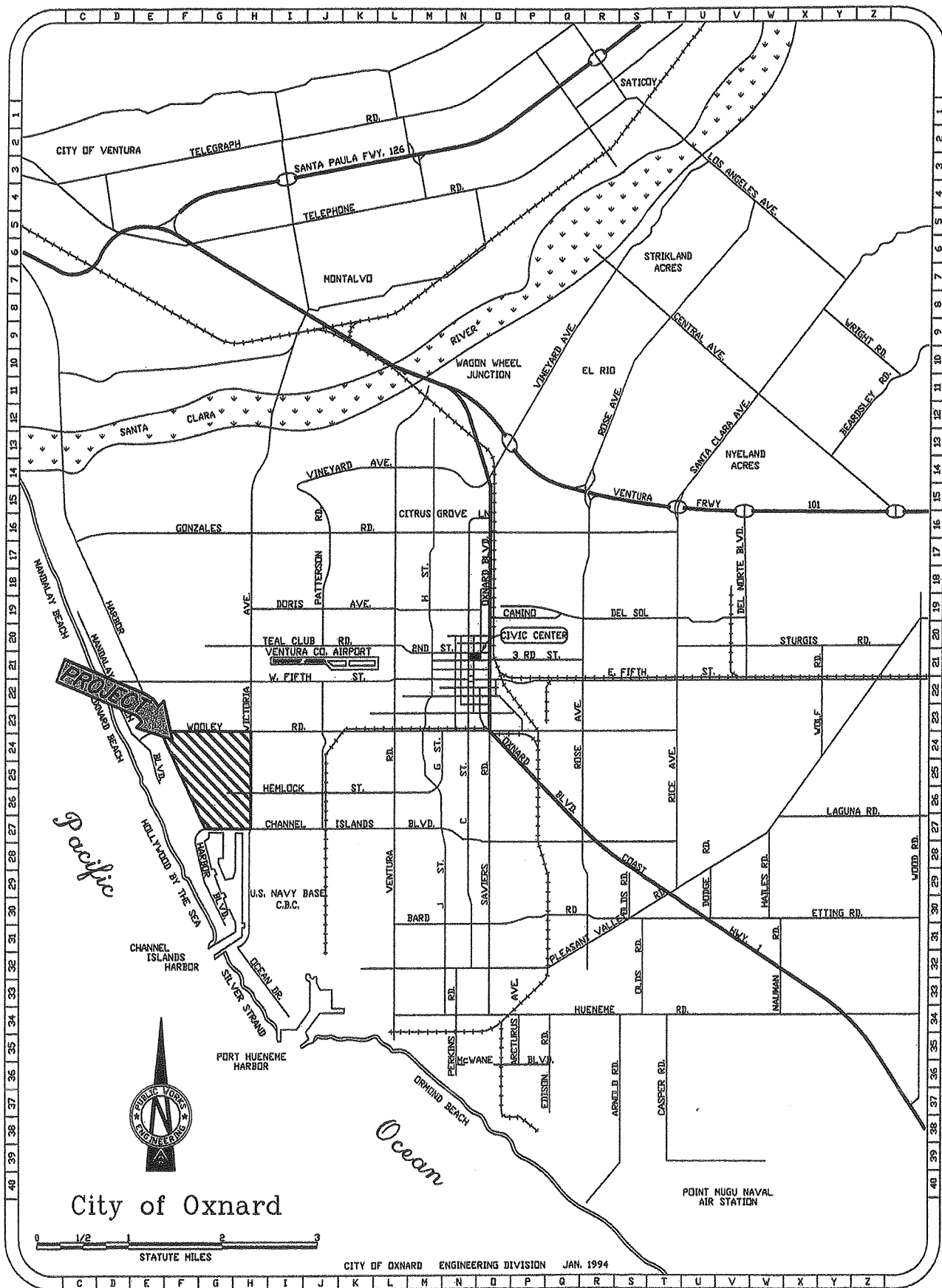
The Channel Islands Neighborhood project consists of the resurfacing of existing asphalt concrete pavement. The work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; slurry seal & crack fill; Asphalt Rubber Aggregate Membrane (ARAM) cape seal; excavation & reconstruction of failed areas; concrete repairs; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

FINANCIAL IMPACT

Funding is provided by Lease Revenue Project and Refunding Bonds, Series 2014 approved by the City Council on October 21, 2014 for various neighborhood street resurfacing projects. The Channel Islands Neighborhood Street Resurfacing (Project No. 153113) is a planned component of the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for UD15-10 for the Channel Islands Neighborhood Street Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.



LOCATION MAP
CHANNEL ISLANDS NEIGHBORHOOD
RESURFACING PROJECT

Attachment
Page 1 of 1

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Jay Duncan, Contract & Grant Coordinator *JD*Agenda Item No. S-9Reviewed By: City Manager *JM*City Attorney *BB*Finance *But for more*

Public Works

DATE: February 18, 2015**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director *DL*
Utilities Department**SUBJECT:** UD14-07 Hobson Park West Neighborhood Street Resurfacing**RECOMMENDATION**

That City Council approve Project Specification No. UD14-07 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Hobson Park West Neighborhood and authorizes staff to solicit bids.

DISCUSSION

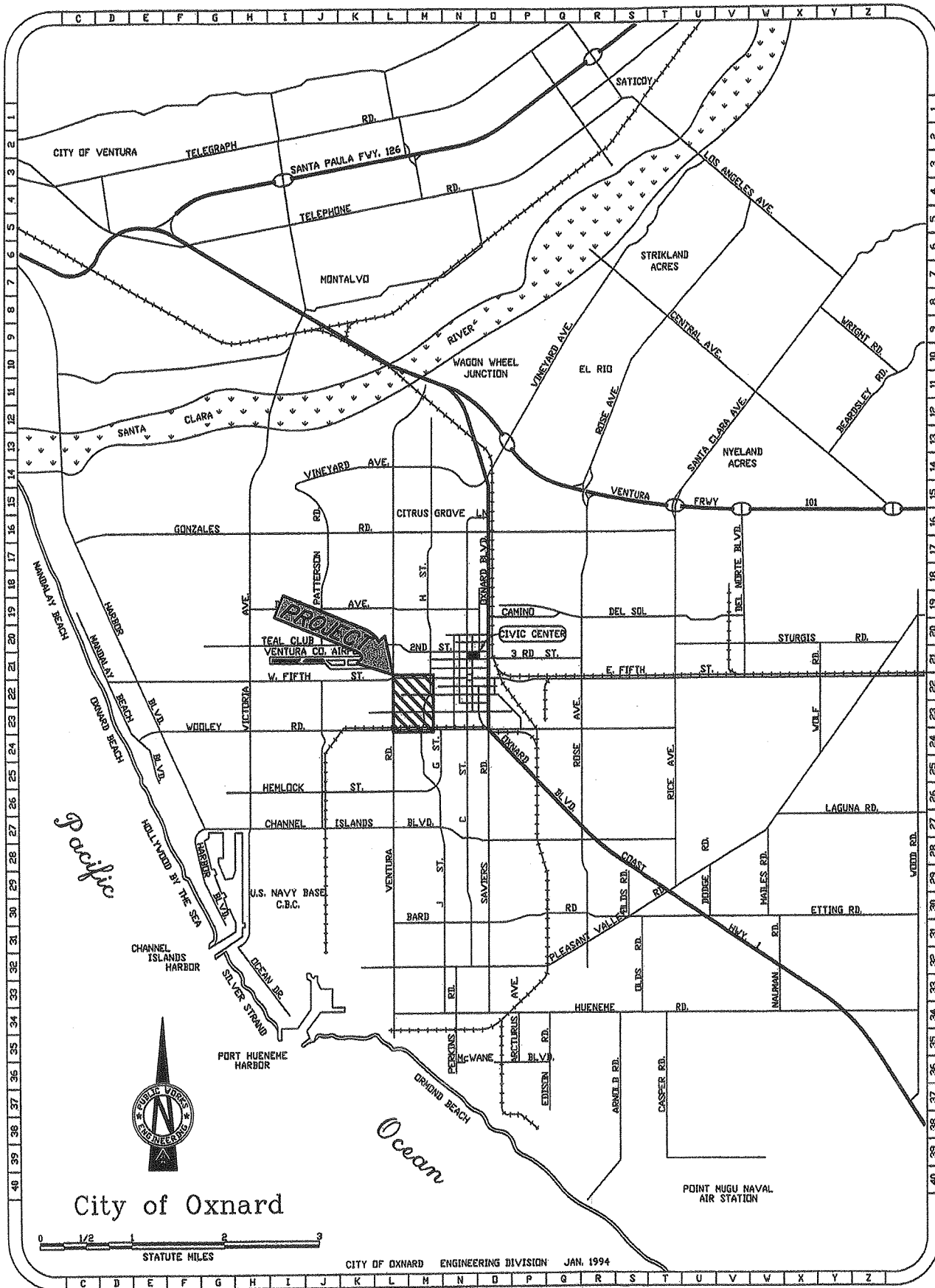
The Hobson Park West Neighborhood Street Resurfacing Project is bounded eastward to Saviers Road, westward to "J" Street, northward to Channel Islands Boulevard, and southward to West Yucca Street. The specific work includes; the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement and placement of asphalt, excavation and reconstruction of failed pavement, sidewalk, curb, and gutter repairs, adjust utility covers to finished grade, removal and replacement of street name signs, and traffic markings. The project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the streets, and over 20 years to curbs, gutters and sidewalks in the Hobson Park West Neighborhood. The project specifications are in compliance with the Americans with Disabilities Act.

FINANCIAL IMPACT

Funding is provided by a Half Cent Sales Tax. Hobson is currently funded from Measure O in amount of \$1.4 million and was not identified as a component of Lease Revenue Bonds. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for UD14-07 for the Hobson Park West Neighborhood Street Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.



LOCATION MAP
 HOBSON PARK WEST NEIGHBORHOOD
 RESURFACING PROJECT

Attachment 1
 Page 1 of 1