

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
April 14, 2015
4:30 P.M. Closed Session

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 – (Please see Page 5 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of Employee of the First Quarter 2015
2. **SUBJECT:** Presentation of a Proclamation for Mayor's Day of Recognition for National Service Volunteers

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.

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.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGS – 6:15 P.M.J. APPOINTMENT ITEMSK. REPORTSCity Manager Department

1. SUBJECT: Amending Personnel Rules and Regulations and Position Control Resolutions. (001)
RECOMMENDATION: 1) Authorize the Mayor to execute an amendment to Resolution No. 14,667 authorizing the addition of two full-time equivalent positions to include the Economic Development Director and Utilities Director and deleting the Redevelopment Project Manager; 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 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.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

2. SUBJECT: Agreement Related to Treatment of Excess Leave Balances between the City and the International Union of Operating Engineers, Local 501. (011)
RECOMMENDATION: Adopt a resolution approving an agreement between the City and the International Union of Operating Engineers, Local 501("IUOE") (A-7769) related to treatment of excess leave balances and authorizing the Director of Human Resources, the Interim Chief Financial Officer, and City Manager to take the necessary administrative action to implement this agreement, including executing the agreement on behalf of the City.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

General Services Department

3. SUBJECT: Proposed Dog Park in the RiverPark Community Facilities District #5 (CFD). (019)
RECOMMENDATION: 1) Approve the concept of a dog park in the RiverPark area; and 2)
Authorize the appropriation of \$50,000 from the RiverPark Community Facilities District (CFD)
fund balance to Riverpark Dog Park Project No. 155701 for the design of a dog park.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

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.

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

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

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 14-600-01 (Pre-Application); Request to Change the 2030 General Plan and Zoning Land Use Designations from Light Manufacturing to Limited Manufacturing for a 1.79-acre Property Located at 2311 Statham Boulevard. Filed by Joe Lucio with Victory Outreach Church on Behalf of Property Owner, Grunny LLC. (027)
RECOMMENDATION: Review and provide preliminary comments on a pre-application to change the 2030 General Plan and Zoning land use designations of the 1.79-acre property from Industrial Light to Industrial Limited and from Light Industrial (M-1) to Limited Manufacturing (M-L), respectfully to allow the subsequent use of the property for a church.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7858

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: Agreement for Special Counsel to Provide Consulting Services Related to Human Resources Services, Service Delivery, and Function. (037)
RECOMMENDATION: 1) Approve and authorize the City Manager to execute an Attorney Services Agreement with Renne Sloan Holtzman Sakai LLP (7012-15-CA) in the amount of \$240,000; 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 Manager Department

2. SUBJECT: Agreements for City Council Review. (053)
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

3. SUBJECT: Ratification of a Grant Award from the California Office of Traffic Safety for Car Seat Installation and Public Education. (057)
RECOMMENDATION: Adopt a resolution: 1) Ratifying the acceptance of a grant from the Office of Transportation Safety in the amount of \$38,400, and; 2) Approving ratification of a Memorandum of Agreement (7085-15-FI) between the Oxnard Firefighters Foundation, Inc., and the City.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708
4. SUBJECT: License Agreement with the American Red Cross. (063)
RECOMMENDATION: Approve a Resolution authorizing the Purchasing Agent to execute a License Agreement with the American Red Cross (7035-15-FI).
Legislative Body: CC Contact: Susan Duenas Phone: 385-7717

General Services Department

5. SUBJECT: Project Plans and Specification No. GS14-16 for Construction of Restroom and Site Improvements at Thompson Park. (081)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. GS14-16 to construct a new restroom and required site improvements at Thompson Park located at 201 North Imperial Street and authorize staff to conduct a public bid solicitation.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Public Works Department

6. SUBJECT: Right of Way Purchase Agreement with The Nature Conservancy. (083)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Right of Way Purchase Agreement with the Nature Conservancy (A-7761), identified by the County Assessor as APN 231-0-092-155, located at the south side of Hueneme Road and east of Salvadore Drive; and 2) Approve and authorize the Mayor to execute an Easement Deed and Certificate of Acceptance with The Nature Conservancy, identified by the County Assessor as APN 231-0-092-155, located at the south side of Hueneme Road and east of Salvadore Drive.
- Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839

C. CLOSED SESSION – Continued from Page 1

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.**

- CC (Government Code section 54956.9 (d)(1))
Name of case: City of Oxnard v. Dale Belcher, et al.
Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

2. **CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**

- CC Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of California Government Code section 54956.9 in one potential case, Claimant: Mladen Buntich, City of Oxnard Claim No. 2014-0158.

The City Manager and the Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Potential Litigation. The purpose of the closed session is for the City Council to consider the claim of Mladen Buntich and to provide direction to the City Manager and the Interim City Attorney.

3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

- SA On the advice of the Interim General Counsel, based on existing facts and circumstances, the Successor Agency shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

The Executive Director and Interim General Counsel requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

T. ADJOURNMENT



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

Prepared By: Suzan Sainsbury/Luly Lopez Agenda Item No. K-1

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

DATE: April 6, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: Amending Personnel Rules and Regulations and Position Control Resolutions

RECOMMENDATION

That City Council:

1. Authorize the Mayor to execute an amendment to Resolution No. 14,667 authorizing the addition of two full-time equivalent positions to include the Economic Development Director and Utilities Director and deleting the Redevelopment Project Manager.
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 and Utilities Director.
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.

DISCUSSION

Economic Development Director

At the September 30, 2014 City Council meeting the City Manager presented an organizational review which included reorganizing several departments. One part of this reorganization dealt with the phasing out of the redevelopment programs in the City due to state changes and the need to put greater emphasis and efforts on the City's part in economic development within the City to expand the City's economy and tax base. This agenda item creates the classification and position of Economic Development Director to replace the class of Redevelopment Project Manager. This new class of Economic Development Director is set at a salary range of \$118,498 - \$162,934 per year and includes upgrading this position from a mid-manager to an at-will department director. This salary range is recommended based on internal comparisons to other department directors such as Library Director and the new salary of Housing Director. The previous class of Redevelopment Project Manager salary range is \$67,104 - \$111,589 per year. This recommendation formalizes the reclassification of the Economic

Development Director classification by amending the Position Control Resolution and Section XII of the Personnel Rules and Regulations (Resolution No. 14,667). The class of Redevelopment Project Manager is eliminated in this action as well.

Utilities Director

Also at the September 30, 2014 City Council meeting the City Council approved the reorganization of the Public Works Department by creating a new department of Utilities and moving non-utility functions such as facility management to the existing General Services Department. This will allow greater attention of this position on the development and improvement in the City public utilities, which is a priority of the City at this time. The new class of Utilities Director salary range is set at \$144,419 - \$198,576 per year. This recommendation formalizes the creation of the Utilities Director classification by amending the Position Control Resolution and Section XII of the Personnel Rules and Regulations (Resolution No. 14,667).

Housing Director

This position is currently vacant and the City is conducting a recruitment to fill this position. The City Manager, in reviewing this position and its internal comparisons to other department director position's salaries in the City, is recommending that the salary range of the Housing Director be lowered 6% from \$128,369-176,507 per year to \$118,498 - \$162,934 per year. This places it in the same range as other department directors, Library Director and Economic Development Director.

City Attorney

This position is currently vacant and the City is conducting a recruitment to fill this position. In reviewing this position the City considered the salaries for City Attorneys of other cities in Ventura County and cities of similar size and operations and found that the current salary of \$203,000 per year is below most of the southern California cities. For example the salaries of 4 of the 6 Ventura cities (and Ventura County) exceeded Oxnard current salary. Based on the external salary information, the City Manager recommends the salary be set not to exceed \$220,000 per year, a 9% increase. (It has been the practice of the City to have a one-step range for City Attorney and City Manager since these two are contract positions appointed directly by the City Council.)

FINANCIAL IMPACT

The Redevelopment Project Manager's salary range was \$67,104 – \$111,589 and the new salary range for the Economic Development Director is \$118,498 - \$162,934 per year and 100% funded by general fund.

The new salary range for the Utilities Director is \$144,419 - \$198,576 per year and the position is funded by the enterprise funds (50% Water and 50% by Wastewater).

Amending Personnel Rules & Regulations and Position Control Resolutions

April 6, 2015

Page 3

The new salary range for the Housing Director is \$118,498 - \$162,934 per year and the position is funded by Public Housing Fund.

The new salary range for the City Attorney is not to exceed \$220,000 per year and 100% funded by general fund, and then cost allocated to all other funds.

GN/lal

Attachment #1 - Resolution to Amend Full-Time Equivalent Positions
#2 - Resolutions to Amend Personnel Rules and Regulations
#3 - Classifications and Salary Ranges for Top Management

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 14,667 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2014-2015 FISCAL YEAR

WHEREAS, staff has recommended amendments to Resolution No. 14,667 authorizing full-time positions in the City service; and

WHEREAS, the City Council has reviewed the amendments and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Resolution No. 14,667 shall remain in force with the following amendments, effective August 29, 2014.

CLASSIFICATION TITLE	ADD	DELETE
Economic Development Director	1	
Redevelopment Project Manager		1
Utilities Director	<u>1</u>	<u> </u>
City-Wide Total	1,278.50	1,277.50

PASSED AND ADOPTED this 14th day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 1 OF 1

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING CHANGES IN SECTION XII OF THE PERSONNEL RULES AND
REGULATIONS

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Section XII of the Personnel Rules and Regulations shall remain in force and effect and is amended as set forth in the attached Classification and Salary Schedule.

PASSED AND ADOPTED on this 14th day of April, 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

ATTACHMENT 2
PAGE 1 OF 5

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE APRIL 14, 2015

Class Title	Salary Range	Class Title	Salary Range
Account Clerk I	A 14	City Clerk	E 3
Account Clerk II	A 20	City Council Member	Ordinance
Account Clerk III	A 27	City Manager	E 13
Accountant I	A 63	City Surveyor	M 34
Accountant II	A 80	City Treasurer	E 3
Accounting Manager	M 48	Civil Engineer	A 97
Accounting Technician	A 45	Code Compliance Inspector I	B 96.00
Accounting Technician (C)	C 67	Code Compliance Inspector II	B 106.00
Administrative Assistant	A 61	Code Compliance Manager	M 40
Administrative Assistant (C)	C 70	Communications Training Coordinator	P 76
Administrative Legal Assistant (C)	C 70	Community Affairs Manager	M 38
Administrative Legal Secretary I	C 25	Community Facilities Manager	M 48
Administrative Legal Secretary II	C 35	Community Outreach & Production Specialist	M 22
Administrative Legal Secretary III	C 50	Community Service Officer	A 34
Administrative Secretary I	A 12	Community Services Manager	M 29
Administrative Secretary I (Conf)	C 15	Compliance Services Manager	M 29
Administrative Secretary II	A 19	Computer Network Engineer I	A 32
Administrative Secretary II (Conf)	C 30	Computer Network Engineer II	A 49
Administrative Secretary III	A 26	Computer Network Engineer III	A 78
Administrative Secretary III (Conf)	C 40	Computer Operator	A 49
Administrative Services Assistant (C)	C 70	Construction & Maintenance Engineer	M 66
Administrative Technician	A 36	Construction Inspector I	B 104.50
Administrative Technician (C)	C 60	Construction Inspector II	B 114.50
Animal Safety Officer	B 74.00	Construction Project Coordinator	A 61
Assistant City Attorney	M 88	Construction Project Manager	M 29
Assistant City Clerk	M 11	Container Service Worker	B 74.00
Assistant City Manager	E 11	Controller	M 62
Assistant City Treasurer/Revenue Accounting Manager	M 48	Crime Analysis Data Technician	A 34
Assistant Civil Engineer	A 93	Crime Analyst I	A 48
Assistant Fire Chief	P S2	Crime Analyst II	A 64
Assistant Planner	A 69	Crossing Guard	A 00
Assistant Police Chief	P S6	Cultural Arts Supervisor	M 11
Assistant Traffic Design Engineer	A 93	CUPA Coordinator	M 44
Assistant Traffic Engineer	A 93	Custodial Supervisor	M 14
Associate Planner	A 83	Custodian	B 48.00
Associate Traffic Design Engineer	A 97	Customer Service Accounting Technician	A 45
Battalion Chief	P S1	Customer Service Representative I	A 14
Budget Manager	M 62	Customer Service Representative II	A 20
Building Inspector I	B 104.50	Data Entry Operator I	A 14
Building Inspector II	B 114.50	Data Entry Operator II	A 20
Buyer	A 40	Deputy Building Official	M 74
Chemist	A 72	Deputy City Attorney I	M 48
Chief Financial Officer	E 8	Deputy City Attorney II	M 62
Chief Operator	M 32	Deputy City Manager	E 8
City Attorney	E 12	Deputy Housing Director	M 66
		Design & Construction Services Manager	M 83

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE APRIL 14, 2015

Class Title	Salary Range	Class Title	Salary Range
Development Services Director	E 9	Geographic Information Systems Technician II	A 70
Development Services Manager	M 87	Geographic Information Systems Technician III	A 78
Disaster Preparedness Coordinator	M 44	Graffiti Action Coordinator	B 99.00
Drafting/Graphics Technician I	A 41	Grants Coordinator	M 36
Drafting/Graphics Technician II	A 57	Grants Specialist I	A 63
Economic Development Director	E 6	Grants Specialist II	A 80
Electrical Inspector	B 126.50	Groundsworker I	B 60.00
Electrician/Instrumentation Technician	B 112.25	Groundsworker II	B 70.00
Emergency Medical Services Coordinator	M 44	Homeless Assistance Program Coordinator	M 29
Employee Relations Coordinator (C)	C 67	Housing Contract Administrator	A 61
Engineer	A 97	Housing Director	E 6
Engineering Technician I	A 41	Housing Engineer	A 89
Engineering Technician I/Survey Crew	A 41	Housing Financial Officer	M 48
Engineering Technician II	A 57	Housing Inspector	B 79.00
Engineering Technician II/Survey Crew	A 57	Housing Maintenance Superintendent	M 38
Environmental Resources Supervisor	M 19	Housing Maintenance Supervisor	M 14
Environmental Resources/MRF Manager	M 87	Housing Modernization Superintendent	M 38
Equipment Operator	B 79.00	Housing Program Supervisor	M 29
Event Attendant III (P)	A 36	Housing Programs Manager	M 51
Event Coordinator	A 46	Housing Rehabilitation Program Manager	M 38
Evidence Technician I	A 53	Housing Specialist I	A 44
Evidence Technician II	A 68	Housing Specialist II	A 59
Executive Assistant I	C 80	Housing Specialist Trainee	A 33
Executive Assistant II	C 85	Human Resources Director	E 8
Facilities Maintenance Supervisor	M 19	Human Resources Manager	M 66
Facilities Maintenance Worker I	B 62.00	Human Resources Technician (C)	C 70
Facilities Maintenance Worker II	B 72.00	HVAC Technician	B 89.00
Financial Analyst I	M 14	Instrumentation Technician	B 112.25
Financial Analyst II	M 22	Junior Civil Engineer	A 85
Financial Analyst III	M 29	Junior Planner	A 52
Financial Services Manager	M 62	Laboratory Assistant	A 40
Fire Captain	F 124.00	Laboratory Supervisor	M 26
Fire Chief	E 10	Laboratory Technician	A 56
Fire Engineer	F 109.00	Law Office Manager	M 19
Fire Environmental Specialist I	F 96.00	Legislative Affairs Manager	M 40
Fire Environmental Specialist II	F 109.00	Leisure and Recreation Superintendent	M 48
Fire Inspector	F 109.00	Librarian I	A 47
Firefighter	F 96.00	Librarian II	A 62
Fleet Services Maintenance Worker	B 61.00	Librarian III	A 79
Fleet Services Manager	M 44	Library Aide I	A 15
Fleet Services Mechanic I	B 99.00	Library Aide II	A 21
Fleet Services Mechanic II	B 104.00	Library Aide III	A 28
Fleet Services Mechanic Supervisor	M 16	Library Circulation Supervisor	M 14
Fleet Services Operations Manager	M 19	Library Director	E 6
Geographic Information Systems Coordinator	M 51	Library Services Supervisor	M 26
Geographic Information Systems Technician I	A 50	Literacy Coordinator	A 47

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE APRIL 14, 2015

Class Title	Salary Range	Class Title	Salary Range
Mail Clerk	A 15	Police Word Processor I	A 23
Maintenance Carpenter	B 88.00	Police Word Processor II	A 30
Maintenance Electrician	B 89.00	Police Word Processor III	A 38
Maintenance Plumber	B 88.00	Power Production Operator I	B 85.25
Maintenance Services Manager	M 85	Power Production Operator II	B 95.25
Maintenance Worker Trainee	B 45.00	Principal Planner	M 44
Management Accountant/Auditor	M 29	Programmer Analyst	A 86
Management Analyst I	M 14	Project Manager	M 40
Management Analyst II	M 22	Property & Evidence Custodian	A 68
Management Analyst III	M 29	Public Information Officer	M 38
Mayor	Ordinance	Public Safety Communications Manager	M 66
Meter Reader	B 70.00	Public Safety Dispatcher I	P 49.00
Meter Repair Worker	B 75.00	Public Safety Dispatcher II	P 59.00
Missing Persons Specialist	A 34	Public Safety Dispatcher III	P 76.00
MRF Dispatcher	B 74.00	Public Safety Information Technology Manager	M 62
MRF Machinery Operator	B 79.00	Public Works Construction Projects Manager	M 38
MRF Mechanic	B 89.00	Public Works Director	E 10
Neighborhood Services Coordinator	A 61	Purchasing Clerk	A 20
Network Services Coordinator	M 14	Recreation Supervisor	M 19
Office Assistant I	A 10	Recreation/Human Services Coordinator	A 42
Office Assistant I (Conf)	C 10	Recreation/Human Services Leader III	A 21
Office Assistant II	A 15	Recycling Manager	M 36
Office Assistant II (Conf)	C 20	Recycling/Marketing Manager	M 36
Outreach/Education Specialist	A 61	Rehabilitation Construction Specialist I	B 101.00
Paralegal	C 75	Rehabilitation Construction Specialist II	B 111.00
Parks Maintenance Supervisor	M 14	Rehabilitation Loan Assistant	A 33
Parks Manager	M 44	Rehabilitation Loan Specialist	A 74
Permit Technician	A 55	Resident Services Assistant	A 59
Plan Check Engineer	A 97	Resident Services Coordinator	A 74
Planning & Environmental Services Manager	M 81	Revenue Collection Technician	A 45
Plans Examiner I	A 66	Safety Specialist (C)	C 72
Plans Examiner II	A 81	Senior Administrative Legal Secretary	C 65
Plumbing & Mechanical Inspector	B 126.50	Senior Administrative Secretary	A 35
Police Chief	E 11	Senior Administrative Secretary (C)	C 55
Police Commander	P 55	Senior Animal Safety Officer	B 84.00
Police Finance/Grants Manager	M 62	Senior Benefits Coordinator (C)	C 75
Police Officer I	P 91.00	Senior Civil Engineer	A 99
Police Officer II	P 91.00	Senior Code Compliance Inspector	B 116.00
Police Officer III	P 99.00	Senior Construction Inspector	B 124.50
Police Records Manager	M 40	Senior Custodian	B 58.00
Police Records Supervisor	M 11	Senior Customer Service Representative	A 27
Police Records Technician I	A 11	Senior Engineering Technician	A 76
Police Records Technician II	A 17	Senior Engineering Technician/Survey Chief	A 76
Police Records Technician III	A 24	Senior Facilities Maintenance Worker	B 99.00
Police Sergeant	P 106.00	Senior Fleet Services Mechanic	B 109.00
Police Service Officer	P 72.00	Senior Groundswoker	B 80.00

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE APRIL 14, 2015

Class Title	Salary Range	Class Title	Salary Range
Senior Housing Maintenance Worker	B 92.00	Tree Trimmer II	B 76.00
Senior Housing Specialist	A 74	Utilities Director	E 10
Senior Human Resources Coordinator	C 75	Victim Services Specialist	A 59
Senior Meter Reader	B 80.00	Wastewater Collections Operator I	B 69.00
Senior Meter Repair Worker	B 85.00	Wastewater Collections Operator II	B 79.00
Senior Planner	M 32	Wastewater Collections Supervisor	M 19
Senior Plans Examiner	A 87	Wastewater Environmental Specialist	B 111.00
Senior Police Service Officer	P 77.00	Wastewater Maintenance Manager	M 32
Senior Street Maintenance Worker	B 86.00	Wastewater Maintenance Supervisor	M 19
Senior Traffic Service Assistant	A 16	Wastewater Mechanic I	B 89.00
Senior Tree Trimmer	B 86.00	Wastewater Mechanic II	B 99.00
Senior Wastewater Collections Operator	B 86.00	Wastewater Operations Manager	M 32
Senior Wastewater Environmental Specialist	B 116.00	Wastewater Operator I	B 82.00
Senior Wastewater Mechanic	B 104.00	Wastewater Operator II	B 92.00
Senior Wastewater Operator	B 105.25	Wastewater Operator III	B 97.00
Senior Water Distribution Operator	B 80.00	Wastewater Operator-In-Training	B 67.00
Senior Water Treatment Operator	B 106.00	Wastewater Superintendent	M 66
Sex Registrant Specialist	A 34	Water Conservation/Outreach Coordinator	B 114.50
Solid Waste Compliance Specialist	B 94.00	Water Conservation/Outreach Technician	B 59.00
Solid Waste Equipment Operator II	B 74.00	Water Distribution Operator I	B 64.00
Solid Waste Transfer Operator	B 84.00	Water Distribution Operator II	B 74.00
Sorter	B 48.00	Water Regulatory Compliance Coordinator	B 114.50
Source Control Inspector II	B 100.50	Water Regulatory Compliance Technician I	B 94.00
Source Control Technician	B 99.00	Water Regulatory Compliance Technician II	B 104.00
Street Maintenance Worker I	B 59.00	Water Resources Manager	M 66
Street Maintenance Worker II	B 69.00	Water Treatment Operator I	B 86.00
Streets Manager	M 44	Water Treatment Operator II	B 91.00
Supervising Building Inspector	M 40	Water Treatment Operator III	B 96.00
Supervising Civil Engineer	M 74	Word Processor I	A 23
Systems Administrator	M 62	Word Processor II	A 30
Systems Analyst I	M 29	Word Processor III	A 38
Systems Analyst II	M 40	Workers' Compensation Manager	M 48
Systems Analyst III	M 51	Workers' Compensation Specialist (C)	C 69
Technical Services Manager	M 44		
Tire Repairer	B 61.00		
Traffic Engineer	M 59		
Traffic Safety Maintenance Worker	B 69.00		
Traffic Service Assistant I	A 13		
Traffic Service Assistant II	A 18		
Traffic Signal Repairer I	B 79.00		
Traffic Signal Repairer II	B 89.00		
Traffic Signal Technician	B 112.00		
Transport Operator	B 99.00		
Treasury Supervisor	M 11		
Treatment Plant Electrician	B 99.00		
Tree Trimmer I	B 66.00		

**CLASSIFICATIONS AND SALARY RANGES
T SCHEDULE (TOP MANAGEMENT)
Effective 3/24/15**

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
Assistant City Manager	E-11	80,8597	100,7528	111,1822	6468.78	8060.22	8894.58	14,015.69	17,463.82	19,271.58	\$168,188	\$209,566	\$231,259
Chief Financial Officer	E-8	63,5672	79,2060	89,1021	5085.37	6336.48	7128.16	11,018.31	13,729.04	15,444.36	\$132,220	\$164,749	\$185,332
City Attorney	E-12			105,7692			8461.54			18,333.33			\$220,000
City Clerk	E-3	49,6859	61,9094	68,3179	3974.87	4952.75	5465.44	8,612.22	10,730.96	11,841.78	\$103,347	\$128,772	\$142,101
City Manager	E-13			131,0629			10485.03			22,717.57			\$272,611
City Treasurer	E-3	49,6859	61,9094	68,3179	3974.87	4952.75	5465.44	8,612.22	10,730.96	11,841.78	\$103,347	\$128,772	\$142,101
Deputy City Manager	E-8	63,5672	79,2060	87,4049	5085.37	6336.48	6992.39	11,018.31	13,729.04	15,150.18	\$132,220	\$164,749	\$181,802
Development Services Director	E-9	66,7119	82,9624	91,7289	5336.95	6636.99	7338.31	11,563.39	14,380.14	15,899.68	\$138,761	\$172,562	\$190,796
Economic Development Director	E-6	56,9702	70,8476	78,3339	4557.62	5667.81	6266.71	9,874.84	12,280.25	13,577.87	\$118,498	\$147,363	\$162,934
Fire Chief	E-10	69,4323	86,5140	95,4695	5554.58	6921.12	7637.56	12,034.93	14,995.75	16,548.04	\$144,419	\$179,949	\$198,576
Housing Director	E-6	56,9702	70,8476	78,3339	4557.62	5667.81	6266.71	9,874.84	12,280.25	13,577.87	\$118,498	\$147,363	\$162,934
Human Resources Director	E-8	63,5672	79,2060	87,4049	5085.37	6336.48	6992.39	11,018.31	13,729.04	15,150.18	\$132,220	\$164,749	\$181,802
Library Director	E-6	56,9702	70,8476	78,3339	4557.62	5667.81	6266.71	9,874.84	12,280.25	13,577.87	\$118,498	\$147,363	\$162,934
Police Chief	E-11	80,8597	100,7528	111,1822	6468.78	8060.22	8894.58	14,015.69	17,463.82	19,271.58	\$168,188	\$209,566	\$231,259
Public Works Director	E-10	69,4323	86,5140	95,4695	5554.58	6921.12	7637.56	12,034.93	14,995.75	16,548.04	\$144,419	\$179,949	\$198,576
Utilities Director	E-10	69,4323	86,5140	95,4695	5554.58	6921.12	7637.56	12,034.93	14,995.75	16,548.04	\$144,419	\$179,949	\$198,576

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. K-2Reviewed By: City Manager GNCity Attorney SMEFinance BelOther (Specify) Mike**DATE:** April 2, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager**SUBJECT:** Agreement Related to Treatment of Excess Leave Balances between the City and the International Union of Operating Engineers, Local 501**RECOMMENDATION**

That the City Council adopt a resolution approving an agreement between the City and the International Union of Operating Engineers, Local 501("IUOE") related to treatment of excess leave balances and authorizing the Director of Human Resources, the Interim Chief Financial Officer, and City Manager to take the necessary administrative action to implement this agreement, including executing the agreement on behalf of the City.

DISCUSSION

The City and IUOE remain in negotiations over the terms of a successor memorandum of understanding. However, at the request of the City to address the accrued leave issue immediately, the parties have reached a tentative agreement related to the treatment of IUOE members' excess vacation leave balances. A copy of the parties' proposed agreement is attached as Attachment 1 to this report and the proposed resolution adopting this agreement is included as Attachment 2 to this report. As discussed in greater detail below, the parties' agreement would limit the City's liability related to excess leave and would ensure that leave caps are enforced consistent with the terms of the parties' existing memorandum of understanding while still permitting IUOE members to use excess leave time. Additional changes to the leave provisions of the City's agreement with IUOE will be the subject of negotiations for a successor memorandum of understanding. IUOE agreed to discount the value of the excess vacation leave held by its members, as requested by the City, as follows:

- A) On a one-time basis following approval by IUOE and adoption by the City Council, the City will split employees' excess leave bank into two portions:
 - 1) Except as provided below, 80% of the value of excess leave will be placed in a grandfathered excess leave bank. The 80% grandfathered excess leave bank will be available for use and will have cash value as follows:

**Agreement Related to Treatment of Excess Leave Balances between the City and the
International Union of Operating Engineers, Local 501**

April 2, 2015

Page 2 of 3

- a. IUOE members will be permitted to use the balance of their grandfathered excess leave bank as paid time off, on an hour for hour basis, consistent with the MOU between the City and IUOE during employees' term of service with the City.
 - b. On or before April 30, 2015, IUOE members will be allowed to redeem hours from their grandfathered excess leave bank, consistent with the terms of the MOU between the City and IUOE, and these redeemed hours will be deducted from the employees' grandfathered excess leave balance.
 - c. Once per year for the following three years (2015, 2016 and 2017), IUOE members will be permitted to convert excess leave into cash for deposit into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.
 - d. Upon separation from City service, employees will be permitted to cash out the remaining balance of their grandfathered excess leave bank. The cash value of the balance of the grandfathered excess leave bank will be calculated at the pay rate applicable as of December 4, 2014 which includes the employee's hourly rate as of December 4, 2014 and any longevity pay, educational and incentive pay and bilingual pay being earned as of December 4, 2014.
- 2) The remaining 20% of excess leave will be placed in a separate bank and will have no cash value, except as provided below.
- a. This 20% time off excess leave bank will be available for employees to use as paid time off, on an hour for hour basis, consistent with the MOU between the City and IUOE during employees' term of service with the City.
 - b. Except as provided below in subsections c, d and e, if employees do not utilize this 20% of vacation leave time prior to retirement or separation from the City, this leave will not be eligible for cash out and will have no other cash value.
 - c. If, prior to December 15, 2017, an employee retires from City service, or separates from City service as the result of an industrial or non-industrial injury, such employee will be permitted to cash out the balance of this 20% bank at the rate provided for in the MOU in effect at the time of separation.
 - d. If, prior to December 15, 2017, an employee dies in the line of duty, the employee's estate will be permitted to receive the balance of this 20% bank, if any, at the rate provided for in the MOU in effect at the time of employee's death.

Agreement Related to Treatment of Excess Leave Balances between the City and the International Union of Operating Engineers, Local 501

April 2, 2015

Page 3 of 3

- e. Once during calendar year 2015, IUOE members will be permitted to convert excess leave into cash for deposit into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.

The parties further agreed that the "Carrying Forward" provision of the parties' memorandum of understanding, which sets the cap on employee vacation accruals, will be enforced going forward and will remain in effect pending completion of the negotiating process on the terms of a successor agreement between the parties.

The terms of the agreement between the City and IUOE are consistent with the City's agreement with the Oxnard Peace Officers' Association, which was adopted by the City Council on February 10, 2015.

In reaching this agreement, IUOE has exhibited an understanding of the serious issues facing the City and a willingness to help the City in resolving these issues. With the resolution of the excess vacation leave issue with respect to IUOE's members, the City and IUOE will be able to focus on a continued path forward addressing the many issues that were identified in the Phase 1 Organizational Assessment.

FINANCIAL IMPACT

The proposed agreement between the City and IUOE does not include any increase to compensation. It is anticipated that the agreed-upon treatment of IUOE members' excess leave will reduce the City's unfunded liability associated with compensated absences into the future. It is also anticipated that the City will avoid incurring additional overtime costs, or a reduction in services to the community, which would otherwise arise if IUOE employees were compelled to use a significant amount of vacation leave in a short period of time. The City has not been funding the liability associated with paid leave accruals and has not included this expense in department budgets. Consistent with the previous agreements on excess leave that have been adopted by the City Council, the agreement between the City and IUOE limits, and in some cases reduces, the City's liability with respect to excess leave balances and ensures that leave caps will be enforced consistent with the terms of the parties' negotiated memorandum of understanding.

Attachment #1 – Agreement with the International Union of Operating Engineers, Local 501

Attachment #2 – Resolution Adopting Agreement with the International Union of Operating Engineers, Local 501

LETTER OF AGREEMENT BETWEEN THE CITY OF
OXNARD AND INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 501 REGARDING TREATMENT OF EXCESS VACATION LEAVE ACCRUALS

This Letter of Agreement ("Agreement") has been jointly prepared by the designated representatives of the City of Oxnard (the "City"), a public agency within the meaning of Section 3501(c) of the Government Code of the State of California, and the International Union of Operating Engineers, Local 501 ("IUOE"), a recognized employee organization within the meaning of Section 3501(b) of the Government Code of the State of California, with reference to the following facts:

WHEREAS, the contract between the City and IUOE expired on November 22, 2014 and the parties are currently negotiating the terms of a successor contract; and

WHEREAS, on or about November 12, 2014, the City notified IUOE that the vacation leave accrual cap provisions of the parties' contract had not been enforced and requested that IUOE meet and confer with the City to discuss treatment of excess leave accruals; and

WHEREAS, at the request of the City, IUOE agreed to enter into this Agreement regarding the treatment of excess leave balances prior to the conclusion of their successor contract negotiations; and

NOW, THEREFORE, the City and IUOE after meeting and conferring in good faith, understand and agree to the following terms:

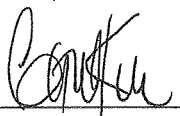
- A) On a one-time basis following approval by IUOE and adoption by the City Council, the City will split employees' excess leave bank into two portions:
- 1) Except as provided below, 80% of the value of excess leave will be placed in a grandfathered excess leave bank. The 80% grandfathered excess leave bank will be available for use and will have cash value as follows:
 - a. IUOE members will be permitted to use the balance of their grandfathered excess leave bank as paid time off, on an hour for hour basis, consistent with the MOU between the City and IUOE during employees' term of service with the City.
 - b. On or before April 30, 2015, IUOE members will be allowed to redeem hours from their grandfathered excess leave bank, consistent with the terms of the MOU between the City and IUOE, and these redeemed hours will be deducted from the employees' grandfathered excess leave balance.
 - c. Once per year for the following three years (2015, 2016 and 2017), IUOE members will be permitted to convert excess leave into cash for deposit into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.
 - d. Upon separation from City service, employees will be permitted to cash out the remaining balance of their grandfathered excess leave bank. The cash value of the balance of the grandfathered excess leave bank will be calculated at the pay rate applicable as of December 4, 2014 which includes the employee's hourly rate as of December 4, 2014 and any longevity pay, educational and incentive pay and bilingual pay being earned as of December 4, 2014.
 - 2) The remaining 20% of excess leave will be placed in a separate bank and will have no cash value, except as provided below.

- a. This 20% time off excess leave bank will be available for employees to use as paid time off, on an hour for hour basis, consistent with the MOU between the City and IUOE during employees' term of service with the City.
- b. Except as provided below in subsections c, d and e, if employees do not utilize this 20% of vacation leave time prior to retirement or separation from the City, this leave will not be eligible for cash out and will have no other cash value
- c. If, prior to December 15, 2017, an employee retires from City service, or separates from City service as the result of an industrial or non-industrial injury, such employee will be permitted to cash out the balance of this 20% bank at the rate provided for in the MOU in effect at the time of separation.
- d. If, prior to December 15, 2017, an employee dies in the line of duty, the employee's estate will be permitted to receive the balance of this 20% bank, if any, at the rate provided for in the MOU in effect at the time of employee's death.
- e. Once during calendar year 2015, IUOE members will be permitted to convert excess leave into cash for deposit into a Section 457(k) deferred compensation plan. The amount of any deposits into an employees' deferred compensation plan will be subject to the limitations set forth by the Internal Revenue Service. Employees will not be permitted to convert vacation leave other than excess leave into a deferred compensation plan.

B) Going forward, the City will be enforcing the "Carrying Forward" language set forth in Article 24(3) of the parties' contract, which provides that employees are allowed to exceed the vacation leave cap during a calendar year and will stop accruing vacation time if they are in excess of the cap at the beginning of the next calendar year. This provision of the memorandum of understanding between the City and IUOE shall remain in effect pending completion of the negotiating process on the terms of a successor agreement between the parties and nothing in this proposal should be interpreted as a withdrawal or modification of the City's proposal related to Article 24(3) of the parties' current agreement.

Dated: 3/30/2015

Dated: _____

By: 
Gavin Koon, Business Representative
International Union of Operating Engineers,
Local 501

By: _____
Burke Dunphy, Chief Negotiator
City of Oxnard, California

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. []

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A LETTER OF AGREEMENT BETWEEN THE CITY OF OXNARD AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 501 REGARDING TREATMENT OF EXCESS LEAVE BALANCES; AND AUTHORIZING THE CITY MANAGER, INTERIM CHIEF FINANCIAL OFFICER, HUMAN RESOURCES DIRECTOR OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the International Union of Operating Engineers, Local 501 ("IUOE") the recognized representative for employees occupying positions in the classifications specified as comprising the Maintenance, Operations and Repair Unit as per Attachment "A" of the memorandum of understanding (the "MOU") between IUOE and the City of Oxnard (the "City"); and

WHEREAS, the current memorandum of understanding ("MOU") between the City and the IUOE expired on November 23, 2014; and

WHEREAS, by letter transmitted to IUOE's exclusive bargaining representative on November 12, 2014, the City informed IUOE that the vacation leave accrual caps set forth in its MOU with the City were not being enforced and requested the parties meet and confer over treatment of this excess leave; and

WHEREAS, subject to continued negotiations with respect to a successor MOU, the City and IUOE determined that it was in both parties' best interest to reach an agreement over the treatment of excess vacation leave balances; and

WHEREAS, representatives of the City and IUOE have met and conferred in good faith concerning treatment of excess vacation leave balances in the IUOE bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City and IUOE have reached an agreement (the "Agreement"), attached as Attachment No. 1, providing for the treatment of excess vacation leave balances.

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

That the Agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including executing the Agreement on behalf of the City.

ATTACHMENT 2
PAGE 1 OF 2

PASSED AND ADOPTED THIS _____ day of _____, 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



Meeting Date: 04 / 14 / 15

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

Prepared By: Dean Yamamoto Agenda Item No. K-3Reviewed By: City Manager [Signature] City Attorney JBB Finance [Signature] Other (Specify) Mike Moore**DATE:** April 2, 2015**TO:** City Council**FROM:** Michael Henderson, General Services Director
General Services Department[Signature]**SUBJECT:** Proposed Dog Park in the RiverPark Community Facilities District #5 (CFD)**RECOMMENDATION**

That City Council:

1. Approve the concept of a dog park in the RiverPark area.
2. Authorize the appropriation of \$50,000 from the RiverPark Community Facilities District (CFD) fund balance to Riverpark Dog Park Project No. 155701 for the design of a dog park.

DISCUSSION

On October 9, 2014 the RiverPark Neighborhood Council held a meeting to discuss the possibility of establishing a dog park in the RiverPark community. The vote was 30-yes, 1-no and 1-abstained.

The Neighborhood Council designated a Dog Park Committee and City staff met with them on two occasions to discuss the process, possible locations, design elements, funding, etc. On January 28, 2015 City staff made a presentation to the Parks, Recreation and Community Services Commission and the concept was approved to go forward to Council by a vote of 6-0. If Council were to approve this concept and approve the appropriation of design money, City staff would then ask the Neighborhood Council to set a meeting to finalize the location and other elements of the dog park. Once the design is completed staff would then bring it back to City Council for final approval.

FINANCIAL IMPACT

There are sufficient funds in the RiverPark Fund Balance to appropriate to the Riverpark Dog Park Project 155701 for the design of a new dog park.

MH/DY

Attachment #1 – Dog Park Presentation
#2 - Request for Budget Appropriation

City Council Presentation

April 14, 2015

Addition of a Dog Park in the RiverPark
Community Facilities District

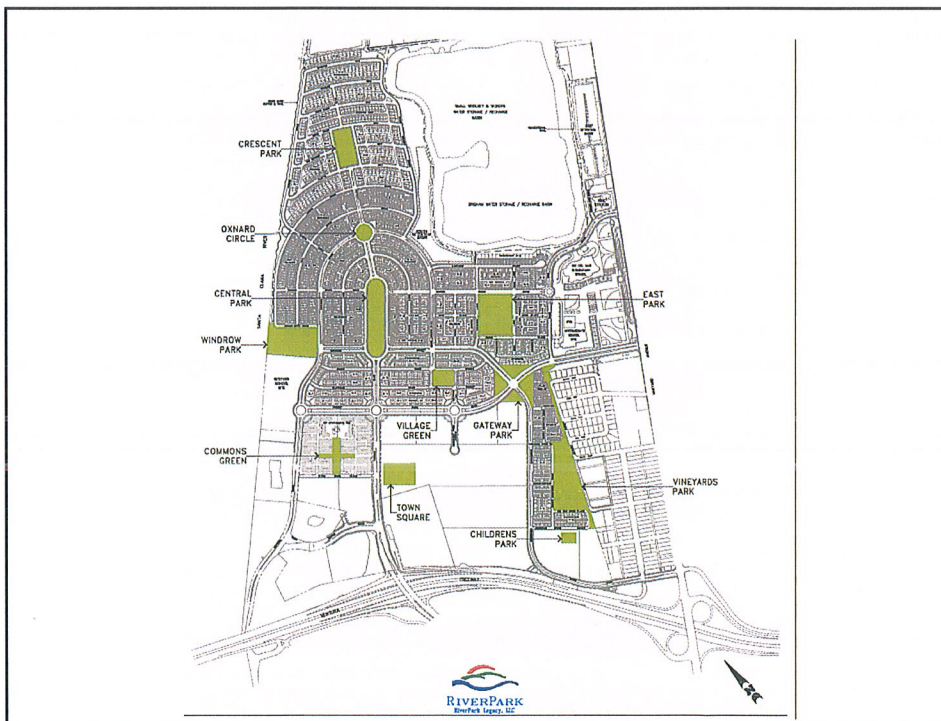
On October 9, 2014 the RiverPark Neighborhood Council held a meeting to discuss the possibility of establishing a dog park in the RiverPark community.

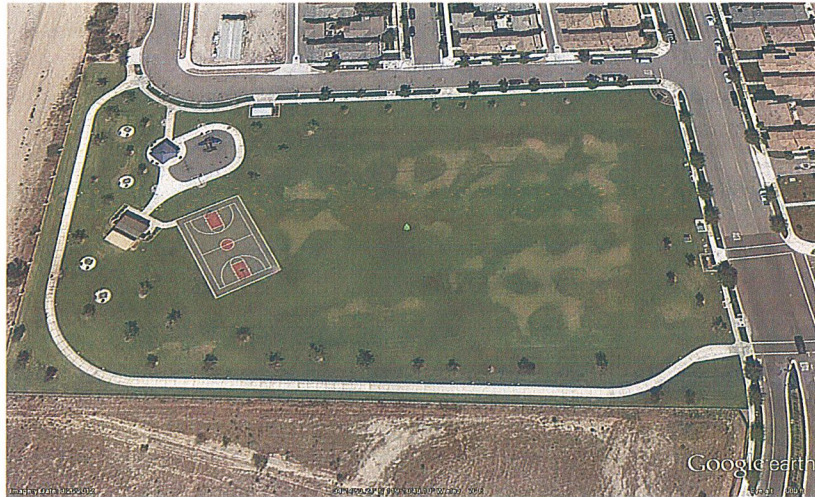
The vote was 30-yes, 1-no and 1-abstained.

The Neighborhood Council then designated a Dog Park Committee and on November 6 & 18, 2014 City staff met with them to discuss the possible location, size, the process, design elements, funding, etc.

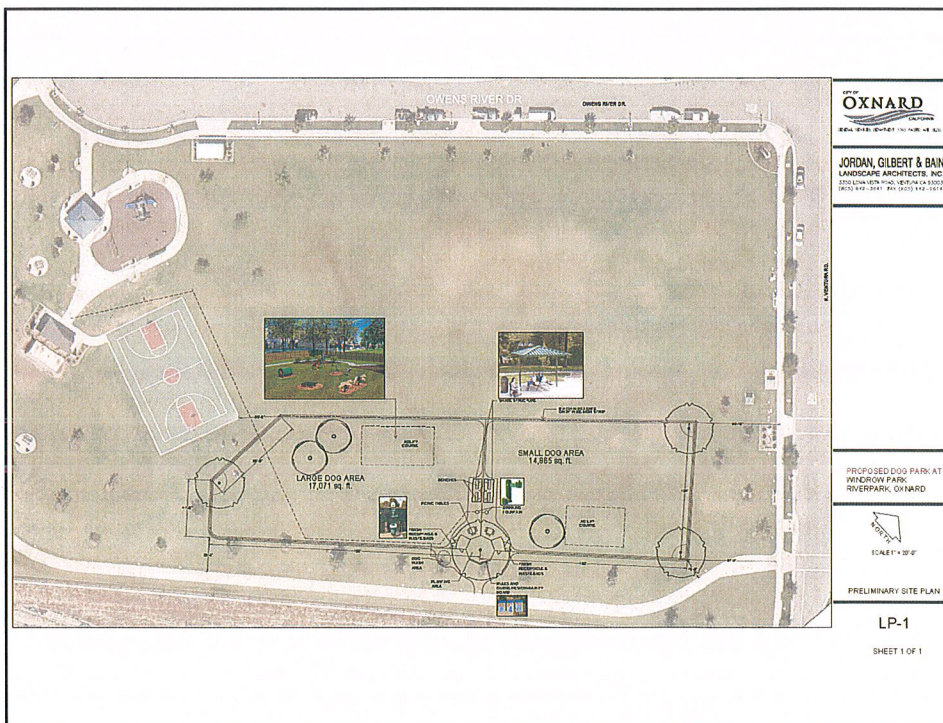
A conceptual drawing was created showing the dog park at Windrow Park.

January 28, 2015
City staff made a presentation to the Parks, Recreation and
Community Services Commission. The concept was
approved to move forward to City Council by a vote of 6-0.





Windrow Park
802 Owens River Drive



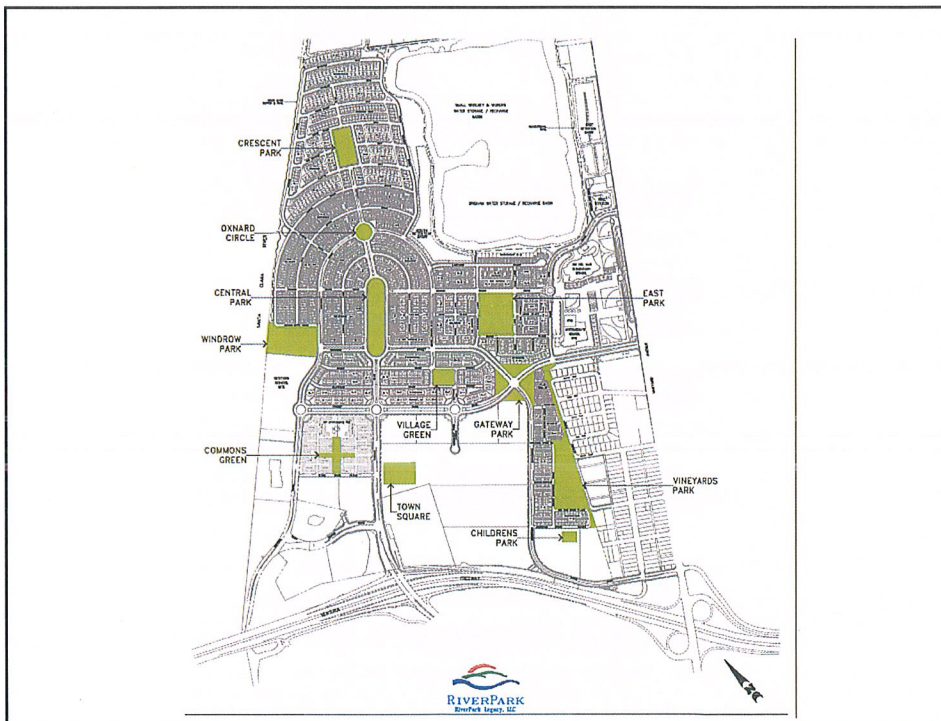
Some of the criteria considered

Size of area

Proximity to homes

Parking (in the case of Windrow Park there could be off street parking at the future school site to the south)

Impact to the existing park amenities-does the proposed dog park "fit" into the existing park (if it is installed does it look like it belongs there)



The Windrow Park location is only a conceptual drawing to show where a dog park could be located and what it might look like.

City staff would work with the Neighborhood Council to determine a final approved location.

SIZE COMPARISON

Conceptual dog park at Windrow Park

Large dog- approx. 17,000sf

Small dog- approx. 15,000sf

College Park Dog Park

Large dog- approx. 17,000sf

Small Dog- approx. 8,000sf

Campus Park

Approx. 11,000sf

Money for the design would be appropriated from the RiverPark Community Facilities District (CFD) fund balance.

There would be no impact to the General Fund.

Questions?

REQUEST FOR BUDGET APPROPRIATION

Department: General Services
Project/Program _____
Manager: Dean Yamamoto

Date: April 14, 2015

Phone: 8074

Reason for Appropriation:

To provide funding for the design of a dog park

Accounts and Descriptions

AMOUNT

Fund: **174-CFD #5-RIVERPARK MAINT.FD**

Expenditures/Transfers Out

RIVERPARK DOG PARK (PROJECT NO. 155701)

174-5737-805.82-01 CONTRACTS & SERVICES / SVCS-ARCHITECTURE/ENGR'G 50,000

Sub-total Expenditures **50,000**

Net Change to Fund Balance **(50,000)**

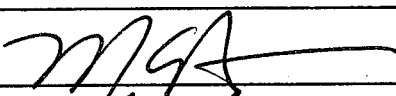
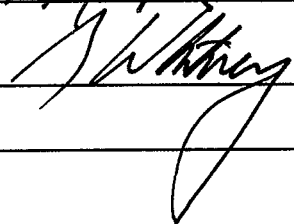
Net Appropriation Change **50,000**

Approvals

City Manager

Department Director

Chief Financial Officer

ATTACHMENT 2
PAGE 1 OF 1

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

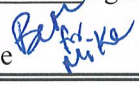
Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



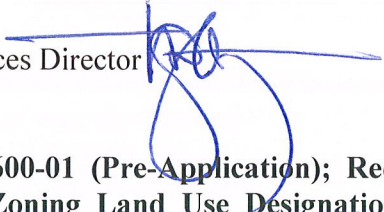
Meeting Date: 04/14/2015

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

Prepared By: Juan Martinez, Associate Planner  Agenda Item No. P-1Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____

DATE: March 25, 2015

TO: City Council

FROM: Matthew G. Winegar, Development Services Director 
Development Services Department

SUBJECT: Planning and Zoning Permit No. 14-600-01 (Pre-Application); Request to Change the 2030 General Plan and Zoning Land Use Designations from Light Manufacturing to Limited Manufacturing for a 1.79-acre Property Located at 2311 Statham Boulevard. Filed by Joe Lucio with Victory Outreach Church on Behalf of Property Owner, Grunny LLC.

RECOMMENDATION

That City Council review and provide preliminary comments on a pre-application to change the 2030 General Plan and Zoning land use designations of the 1.79-acre property from *Industrial Light* to *Industrial Limited* and from Light Industrial (M-1) to Limited Manufacturing (M-L), respectfully to allow the subsequent use of the property for a church.

DISCUSSION

The pre-application process allows City Council members an opportunity to make individual comments concerning the proposal. The Council's preliminary comments are helpful for the applicant to refine the proposal or to determine whether entitlements should be pursued. Comments provided by the Council on this pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, *no formal direction or decision-making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies.*

Description of the Proposal

The proposal includes changes to both the 2030 General Plan and Zoning land use designations for the property at 2311 Statham Boulevard from *Light Industrial* to *Limited Industrial* and from Light Industrial (M-1) to Limited Manufacturing (M-L), respectfully. The zoning of the adjoining property to the east would be changed from M-1 to M-L to be consistent with the current 2030 General Plan designation of *Limited Manufacturing*. This property has eight condominium units addressed as 2231 through 2247 Statham Boulevard.

The 2030 General Plan land use designation of Limited Industrial is “light manufacturing, assembly, work/live, and warehousing uses developed to high performance and development standards.” The property abuts Limited Industrial designated properties to the east, making the subject property eligible for the requested designation changes.

The proposed M-L zoning lists church uses as conditionally permitted with a special use permit as provided in sections 16-530 through 16-553. The applicant, Victory Outreach Church, would like to operate a church within the existing 36,480 square foot building that occupies the parcel.

A formal application will provide more details regarding the site plan, surrounding land uses and information necessary to determine if the church can meet City Code requirements for parking, occupancy, and fire safety needs. Applications would be processed concurrently to amend zoning, general plan, and church use. Once approved, the interior and exterior modifications to accommodate the church use would require appropriate building permits.

Issues for Consideration:

- **Consistency with Development Standards of Proposed Zones:** Upon a formal application for a General Plan Amendment and Zone Text Amendment the existing development will be reviewed for consistency to the development standards (building height, setbacks, etc.) of the proposed M-L zone.
- **Parking:** Churches with related activities have a greater parking demand than typical industrial uses in M-L and M-1 zones. The applicant is proposing shared parking with adjacent properties to meet parking demand needs. A parking study is required to demonstrate parking compliance and parking agreements per Code Section 16-651.
- **Potential Conflict with Surrounding Uses:** The subject site abuts M-1 zoned buildings and properties to the north, west, and south; staff and Planning Commission will need to evaluate the potential for incompatibility conflicts with current and future industrial tenants.
- **Occupancy Modifications:** The change in use requires the filing of construction plans for building permits.

FINANCIAL IMPACT

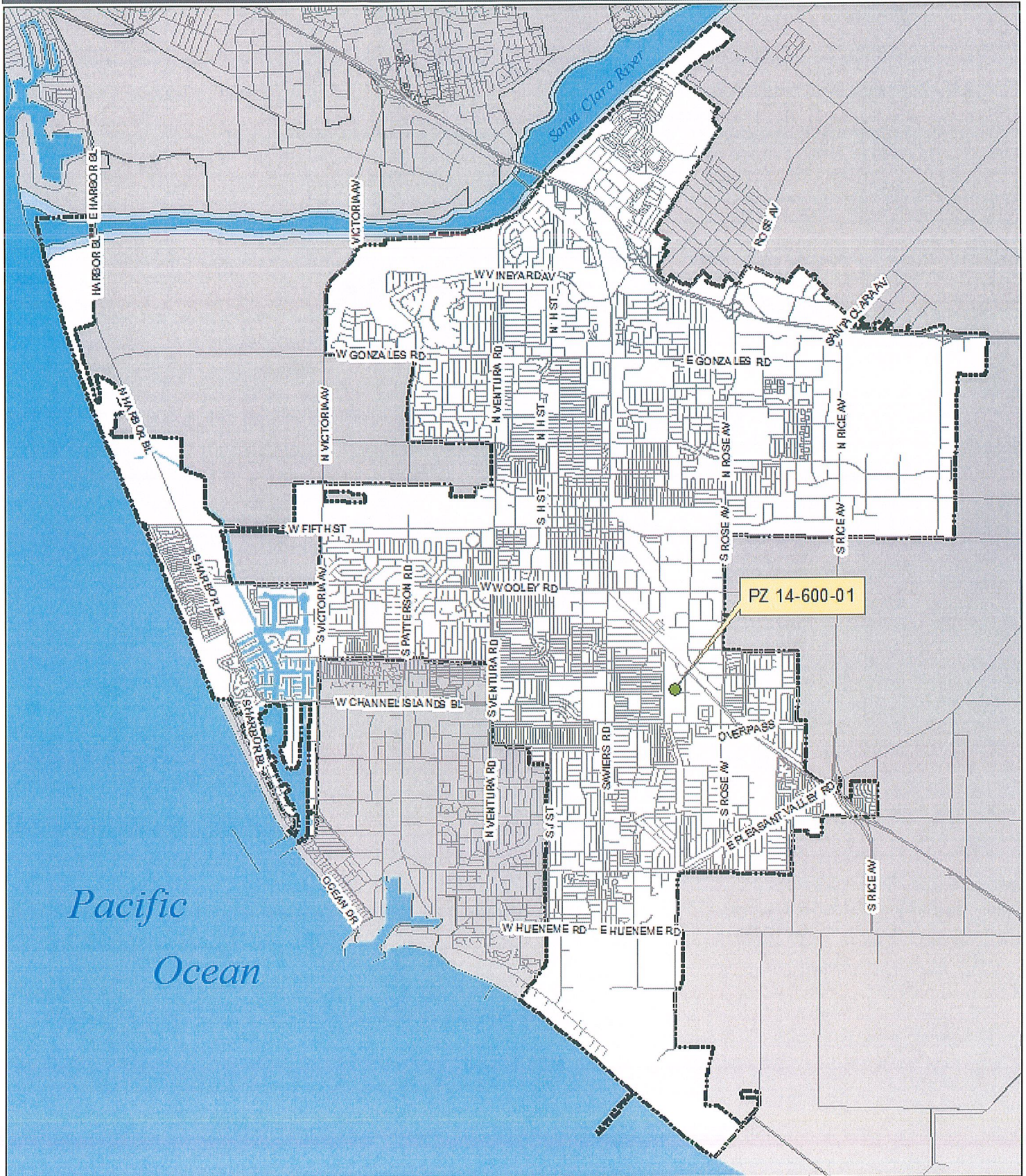
None

JM

Attachment

- 1 - Maps (Vicinity, General Plan, & Zoning)
- 2 - Reduced Conceptual Plans
- 3 - Aerial Photo

Vicinity Map



Oxnard Planning
April 2, 2015

PZ 14-600-01
Location: 2311 Statham Blvd
APN: 220001021

29

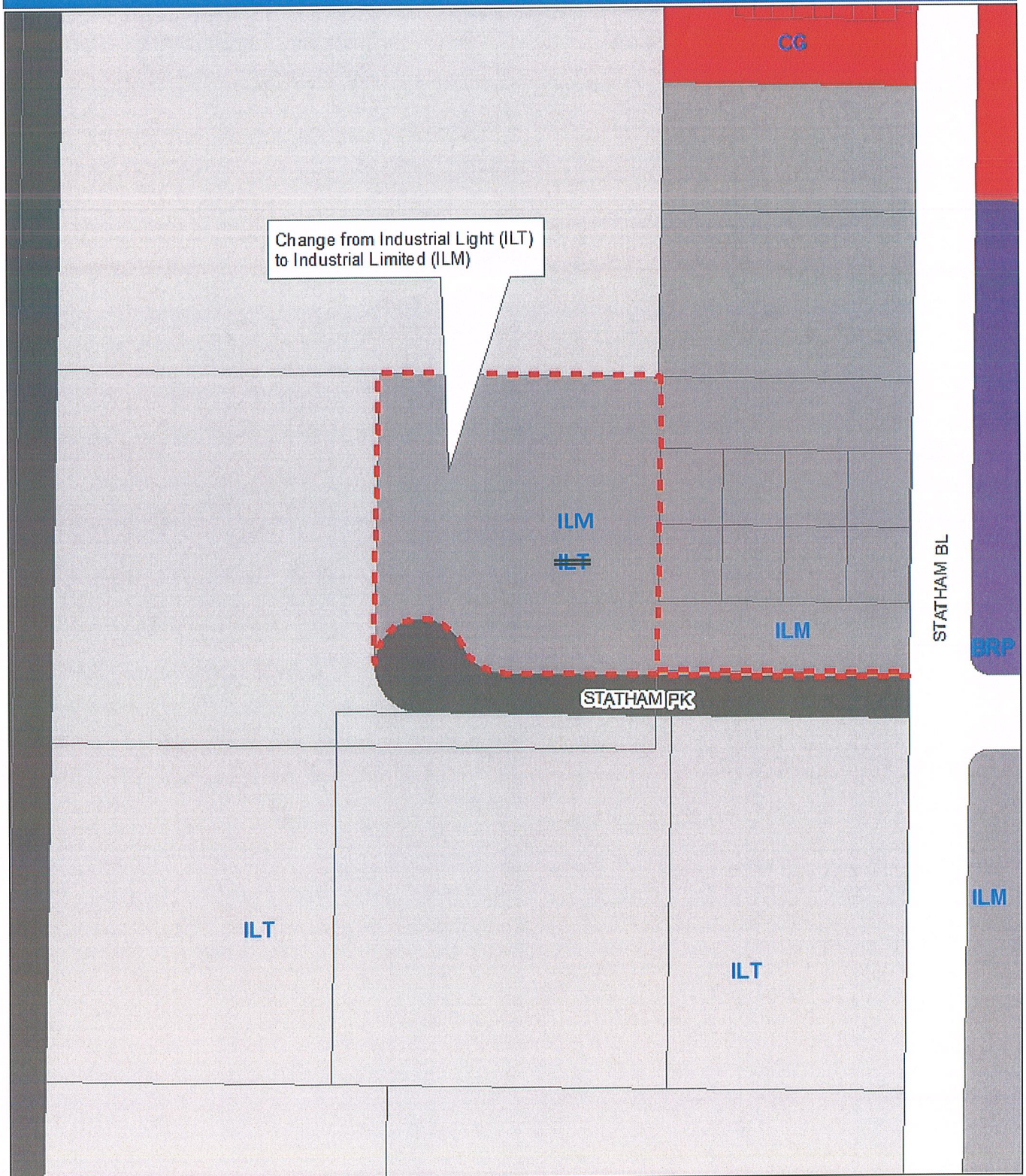
Vicinity Map
ATTACHMENT 1
PAGE 1 OF 3

N



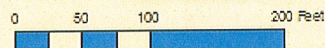
Map is not to Scale

2030 General Plan Land Use Amendment



Oxnard Planning
April 2, 2015

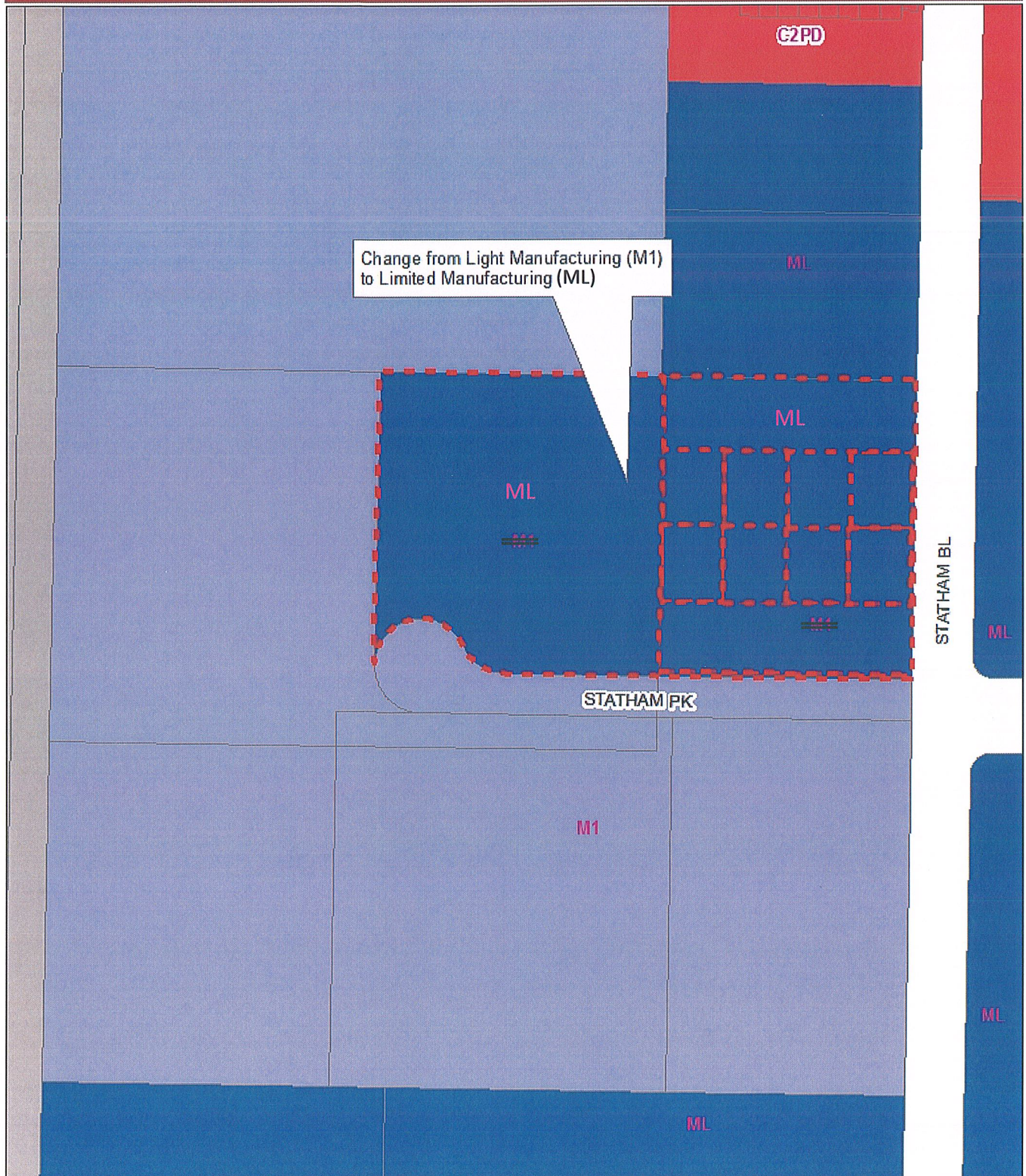
PZ 14-600-01
Location: 2311 Statham Blvd
APN: 220001021

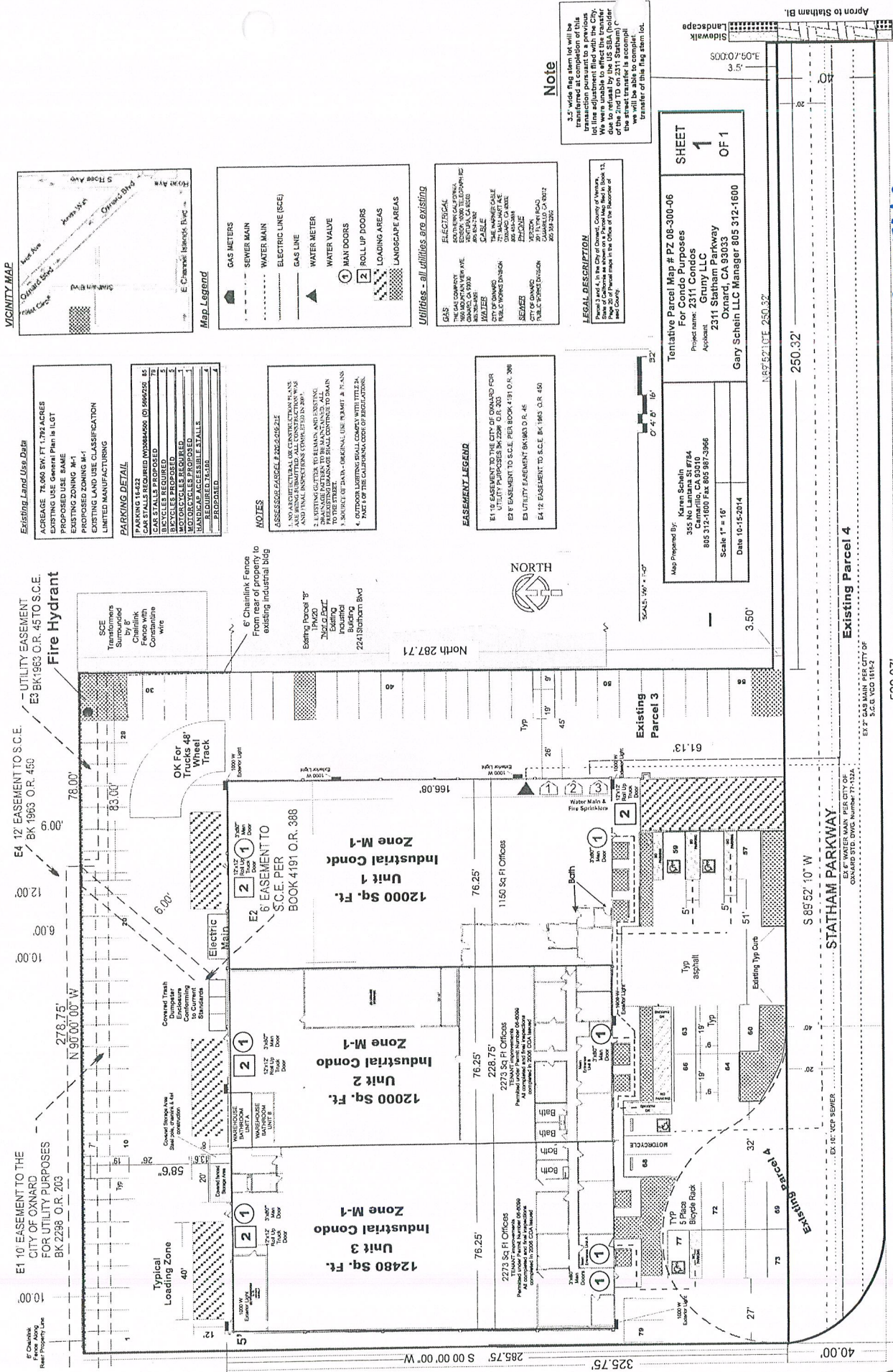


2030 General Plan
Land Use Amendment

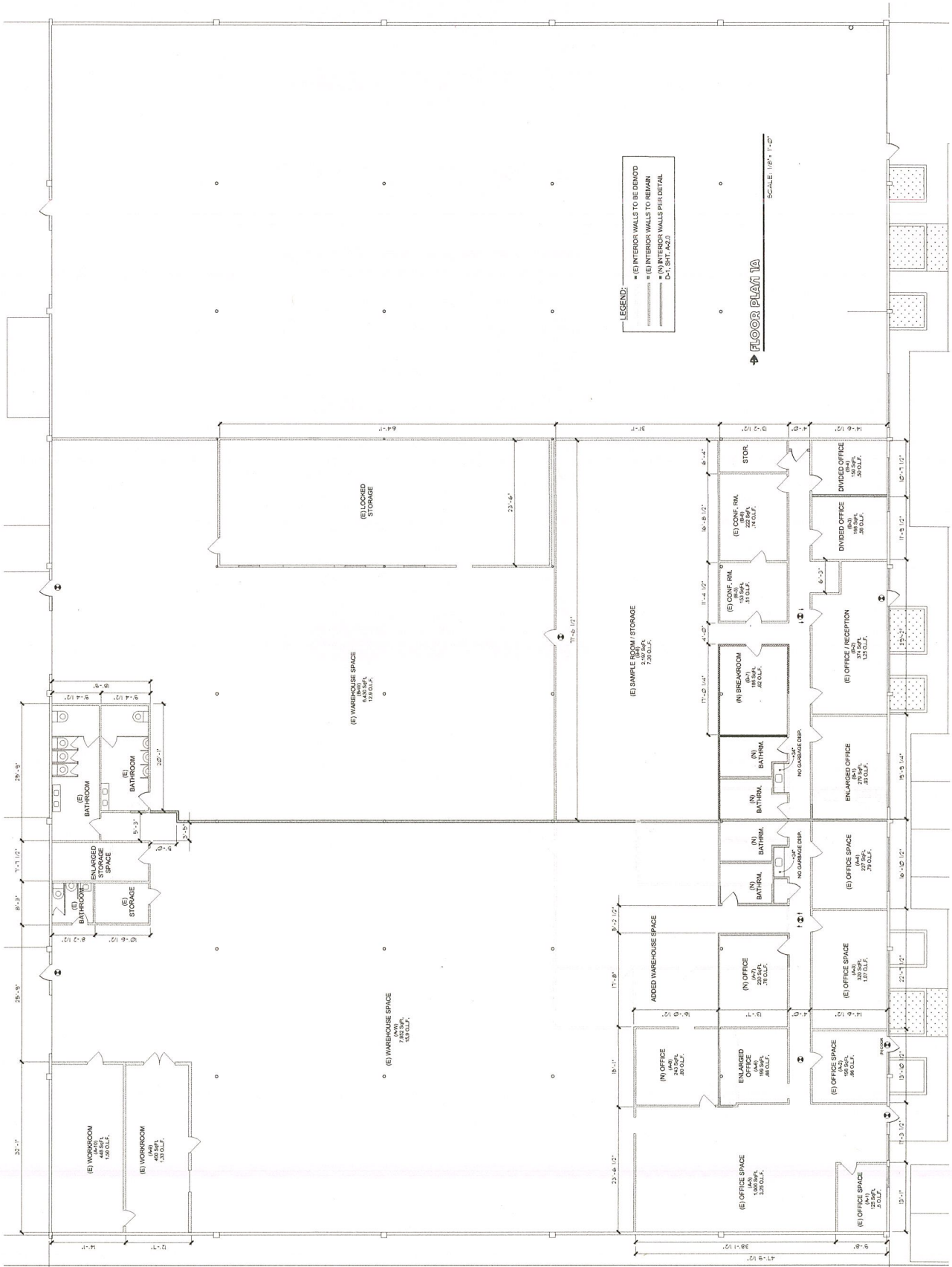


Zoning Plan Map Amendment





EXISTING
CONDITIONS





PROJECT TITLE:
VICTORY
OUTREACH CHURCH
FOR
FERNANDO FRANCO
2311 STRATHAM BLVD.
OAKLAND, CA
94612

SHEET TITLE:
**PROPOSED
SITE PLAN**

FOR PERMIT

REVISIONS:

A

2	△
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3	
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A5

OWNERSHIP OF DOCUMENTS:

[illegible]

DATE: _____ CIL NAME: _____

DATE:	FILENAME:
11-12-2014	A010.DWG

JEAN'S PROJECT # 1458 DRAWN BY: SA

CONSULTANT'S /:	REVIEWED BY:
-----------------	--------------

N/A	JEA
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THE ORIGINAL SIZE OF THIS SHEET IS 36" x 24".

if the current size is other than $36^{\circ} \times 24^{\circ}$
adjust the scale of the drawings accordingly.

A10

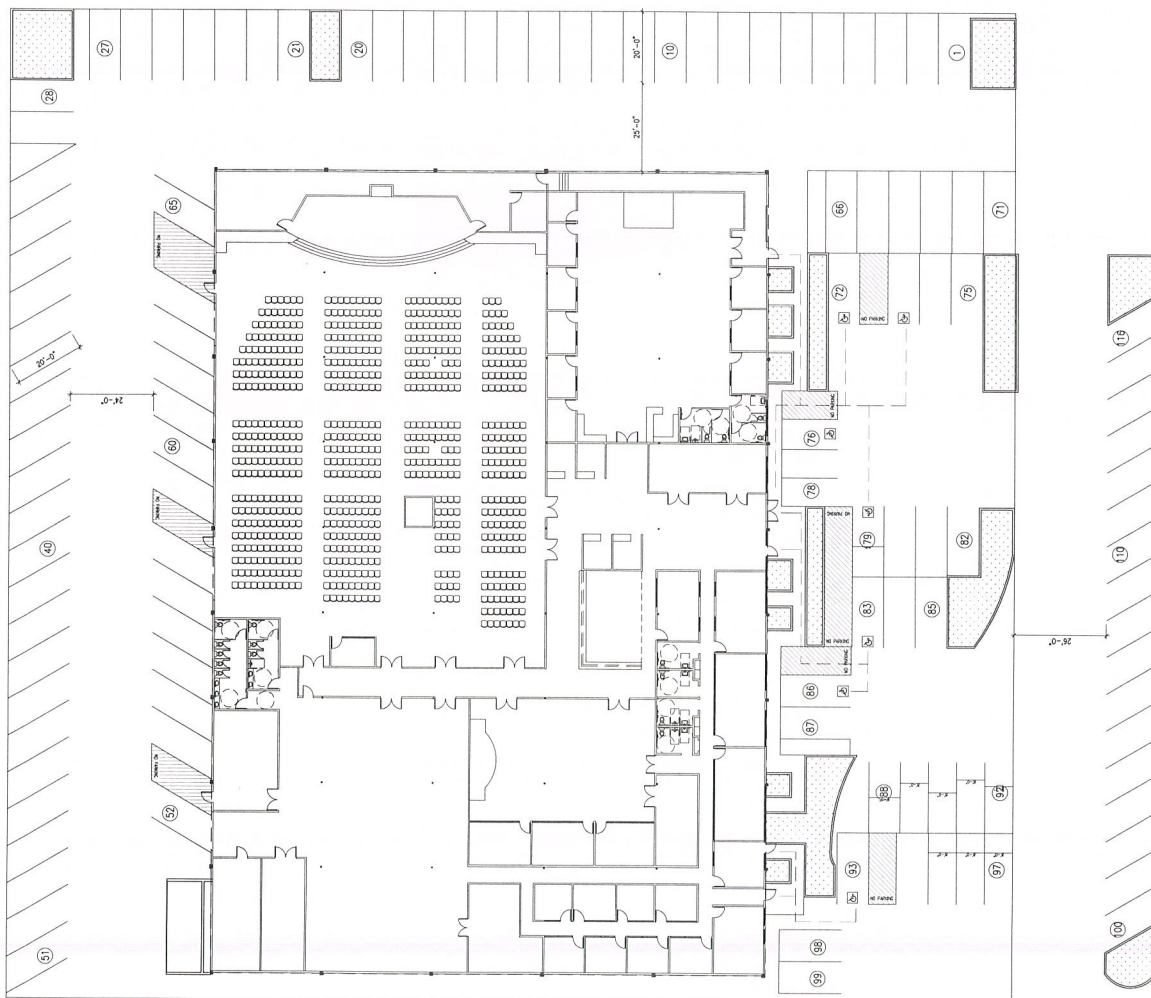
PHY 301

SHL 3 OF 11

Q

A

PROPOSED



PROPOSED SITE PLAN
SCALE: 1/16" = 1' - 0"

ATTACHMENT 2
PAGE 3 OF 4



PROJECT TITLE:
VICTORY
OUTREACH CHURCH
 FERNANDO FRANCO
 2311 E. 10TH AVE.
 OAKLAND CA
 94612

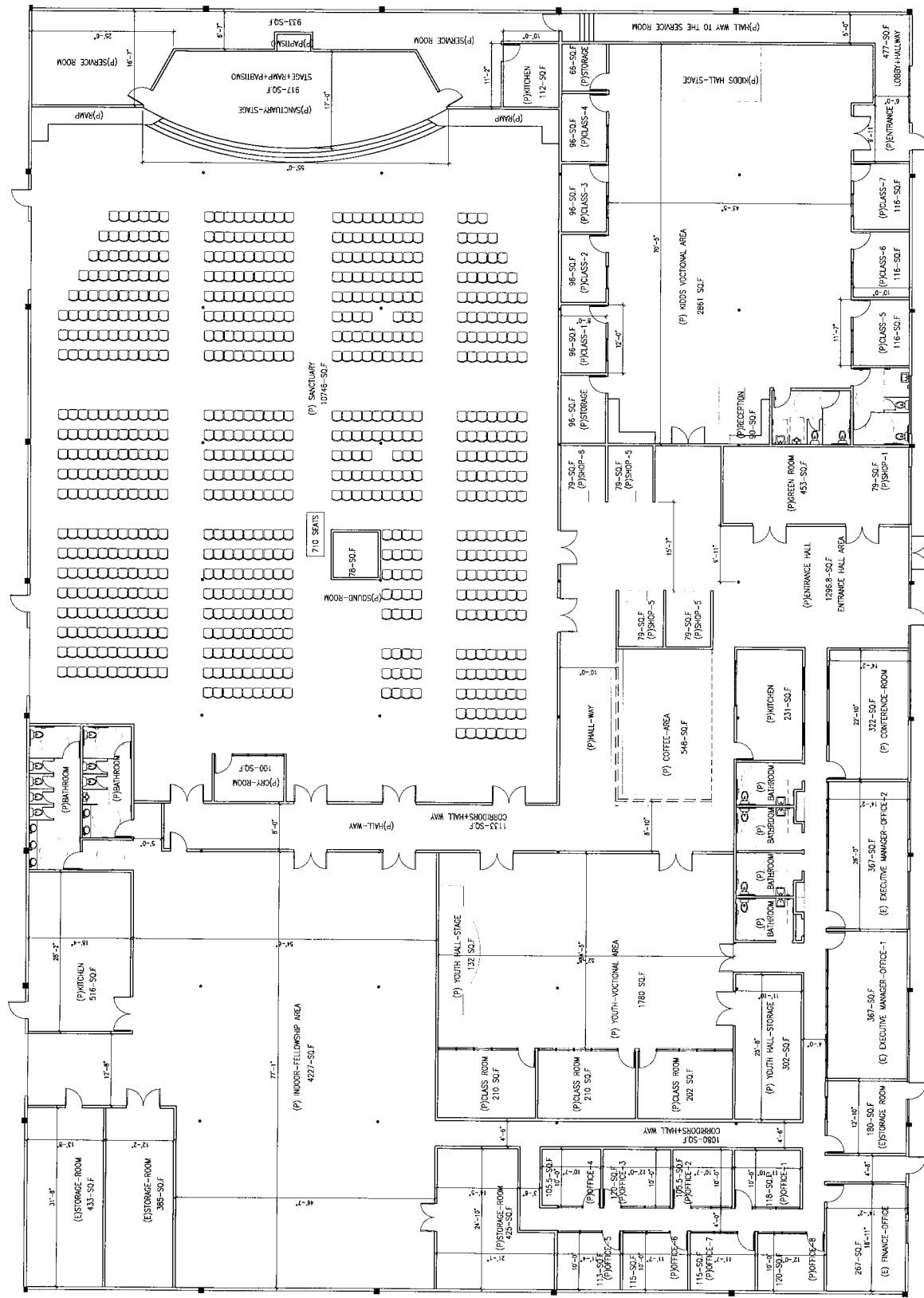
SHEET TITLE:
PROPOSED
PLAN

FOR PERMIT

REVISIONS:	DATE	BY	REVISION
1	11-17-2014	FLM/ME	FINAL
2	11-17-2014	FLM/ME	FOR PERMIT
3	11-17-2014	FLM/ME	FOR PERMIT
4	11-17-2014	FLM/ME	FOR PERMIT
5	11-17-2014	FLM/ME	FOR PERMIT

OWNERSHIP OF DOCUMENTS:
 ALL RIGHTS RESERVED
 NO PART OF THIS DOCUMENT
 MAY BE REPRODUCED OR
 TRANSMITTED IN ANY FORM
 OR BY ANY MEANS
 WITHOUT THE WRITTEN
 PERMISSION OF THE
 ARCHITECT

A2.1
 SHEET 3 OF 11

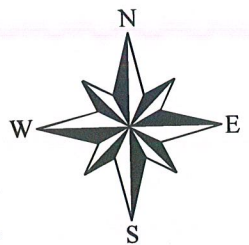


A FLOOR PLAN-PROPOSED
 SCALE: 1/8" = 1'-0"

PROPOSED



Aerial Image



Meeting Date: 04/14/15

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-1Reviewed By: City Manager *JM*City Attorney *SMF*Finance *for Mike*

Other (Specify) _____

DATE: March 24, 2015

TO: City Council

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

SUBJECT: Agreement for Special Counsel to Provide Consulting Services Related to Human Resources Services, Service Delivery, and Function

RECOMMENDATION

That City Council:

1. Approve and authorize the City Manager to execute an Attorney Services Agreement with Renne Sloan Holtzman Sakai LLP (Agreement No. 7012-15-CA) in the amount of \$240,000.
2. Authorize the special budget appropriation in the amount of \$240,000 from the General Fund Operating Reserve Fund.

DISCUSSION

The Human Resources Department has had several vacant management positions for the past several months. Services under this agreement are to specifically cover duties typically performed by Human Resources Management staff, pending recruitment of currently vacant positions. The services under this agreement are primarily provided by non-attorney consultants affiliated with Renne Sloan Holtzman Sakai LLP who are human resources professionals. This dollar amount covers past invoices and costs of services going forward through the end of the Fiscal Year.

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 provide consulting services related to Human Resources services, service delivery, and function.

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 December 1, 2014, and expire on July 31, 2015.

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: Dania Torres Wong, Allyson Hauk, Burke Dunphy, Charles Sakai, Nikki Hall, Ivan Delventhal, Lauren Monson and Jonathan Holtzman.

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]

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 **//****
Summary of Fees and Costs**

Total Fees

\$*****

Total Costs

\$*****

Total Charges

\$*****

**EXHIBIT A
Page 1**

[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 **/**/****

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

EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2014PRODUCER (415) 978-3800 FAX: (415) 978-3825
Calender-Robinson Company, Inc.
FB0267063300 Montgomery St., Suite 888
San Francisco CA 94104INSURED
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

31273 At

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	57SBADO2629	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 ☐ PRO-JECT ☐ LOC				
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO	57SBADO2629	4/30/2014	4/30/2015	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ 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	57SBADO2629	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)	57WECJY7086	4/30/2014	4/30/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				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: #6862-14-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.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
Reference No. 6862-14-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, THE ISSUING INSURER WILL MAIL ~~30~~ 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BY FAX OR BY MAIL.
XX
XX
XX
XX
XX

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
INS025 (200901).01

The ACORD name and logo are registered marks of ACORD

© 1988-2009 ACORD CORPORATION ATTACHMENT NO. 7

PAGE 12 OF 13

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.

REQUEST FOR BUDGET APPROPRIATION

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

Date: April 14, 2015

Phone: x7483

Reason for Appropriation:

To fund contract covering duties performed by Human Resources Management staff including recruitment under Agreement No. 7012-15-CA from General Fund Operating Reserve

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 NO. 2
PAGE 2 OF 2



Meeting Date: 4/14/2015

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 Manager

Agenda Item No. S-2

Reviewed By: City Manager GM

City Attorney SMF

Finance AF

Other (Specify) _____

DATE: April 6, 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 04/14/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	General Services Michael Henderson	Natural Green Landscape Inc. Agreement No. 6564-14-CM	Trade Services Agreement Amendment
			Provide landscape maintenance services for Westport CFD #2. A Request for Bid (RFB) was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments. Each amendment is for a one year period. This is the first of the two amendments.	
		385-7950	Amendment 1	Total Contract Amount: \$93,552
			FundingSource: Westport Community Facilities District #2	
B	Amendment	General Services Michael Henderson	Natural Green Landscape Inc. Agreement No. 6193-13-CM	Trade Services Agreement Amendment
			Provide landscape maintenance services for Wingfield West District 55. A Request for Bid (RFB) was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments. Each amendment is for a one year period. This is the second of the two amendments.	
		385-7950	Amendment 2	Total Contract Amount: \$36,000
			FundingSource: Wingfield West District 55	
C	Amendment	General Services Michael Henderson	Natural Green Landscape Inc. Agreement No. 6194-13-CM	Trade Services Agreement Amendment
			Provide landscape maintenance services for Westwind District 58. A Request for Bid (RFB) was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments. Each amendment is for a one year period. This is the second of the two amendments. Total contract amount: \$36,000.00.	
		385-7950	Amendment 2	Total Contract Amount: \$36,000
			FundingSource: Westwind District 58	
D	Amendment	General Services Michael Henderson	Natural Green Landscape Inc. Agreement No. 6178-13-CM	Trade Services Agreement Amendment
			Provide landscape maintenance services for El Sueno/Promesa District 39. A Request for Bid (RFB) was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments. Each amendment is for a one year period. This is the second of the two amendments.	
		385-7950	Amendment 2	Total Contract Amount: \$104,400
			FundingSource: El Sueno/Promesa District 39	

ATTACHMENT
PAGE 1 OF 2

City Manager Contract List for 04/14/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Amendment	General Services Michael Henderson	Natural Green Landscape Inc. Agreement No. 6192-13-CM	Trade Services Agreement Amendment Provide landscape maintenance services for Aldea del Mar District 38. A Request for Bid (RFB) was issued. Three vendors responded. Vendor was the lowest bidder. Agreement allows for two amendments. Each amendment is for a one year period. This is the second of the two amendments.	\$25,800
		385-7950	Amendment 2	Total Contract Amount: \$77,400 Funding Source: Aldea del Mar District 38	

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. S-3Reviewed By: City Manager *[Signature]*City Attorney *[Signature]*Finance *[Signature]*Other (Specify) *Ref for Mike***DATE:** March 25, 2015**TO:** City Council**FROM:** James A Williams, Fire Chief
Fire Department *[Signature]***SUBJECT:** Ratification of a Grant Award from the California Office of Traffic Safety for Car Seat Installation and Public Education**RECOMMENDATION**

That City Council adopt a resolution:

1. Ratifying the acceptance of a grant from the Office of Transportation Safety in the amount of \$38,400, and;
2. Approving ratification of a Memorandum of Agreement between the Oxnard Firefighters Foundation, Inc., and the City.

DISCUSSION

The California Office of Traffic Safety (OTS) has awarded a grant of \$38,400 to the Oxnard Fire Department as the host agency for a Car Seat Installation program. The Oxnard Firefighters Foundation, Inc. (OFF Inc.) applied for the grant. OTS requires a public entity host agency for any application from a 501(c)(3) non-profit organization. The OFF Inc. is listed as a sub-grantee on the award.

The award provides funding for a public education program relating to car seat safety and bicycle helmet safety. The award will allow the Fire Department and the OFF Inc. to provide 200 child safety seats and 300 bicycle safety helmets at no cost to the residents of Oxnard.

The award also provides training for 9 fire department personnel as National Highway Transportation and Safety Administration certified Child Passenger Safety Technicians. The Fire Department has designated fire stations with technicians as certified fitting stations.

The public education program includes child safety seat checks, bicycle/pedestrian safety workshops, bicycle rodeos and continuing education to reduce pedestrian and bicycle accidents.

FINANCIAL IMPACT

The grant award does not require matching funds or any contribution from the general fund. All costs will be reimbursed through the grant award. The award allows for \$24,400 for purchase of helmets and car seats and \$14,400 in personnel costs.

Attachment No. 1 – Resolution
Attachment No. 2 – Award Letter
Attachment No. 3 – MOU

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
ACCEPTANCE OF A GRANT AWARD

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

WHEREAS, the Fire Department has requested that City Council ratify an award of \$38,400 from the California Office of Traffic Safety for the purpose of purchasing equipment for a child safety seat installation program, a bicycle helmet safety program and providing training for fire department personnel

NOW, THEREFORE, the City Council of the City of Oxnard resolves to ratify the acceptance of the award. The City Council further resolves the ratification of a Memorandum of Agreement between the Oxnard Firefighters Foundation Inc. and the City of Oxnard; the Finance Director or designee is authorized to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial grant reports.

PASSED AND ADOPTED THIS 14th day of April, 2015, by the following vote:

AYES:

NOES:

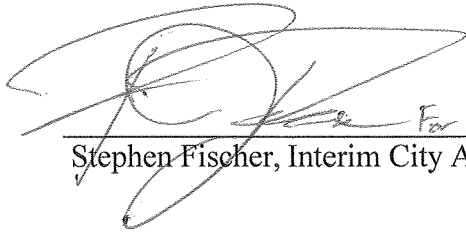
ABSENTS:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen Fischer, Interim City Attorney

STATE OF CALIFORNIA

OFFICE OF TRAFFIC SAFETY

2208 KAUSEN DRIVE, SUITE 300
ELK GROVE, CA 95758
www.ots.ca.gov
(916) 509-3030
(800) 735-2929 (TT/TDD-Referral)
(916) 509-3055 (FAX)

EDMUND G. BROWN JR., GOVERNOR



June 18, 2014

Grant No. OP1506

Alex Hamilton
Grant Coordinator
Oxnard Fire Department
360 West Second Street
Oxnard, CA 93030

Dear Mr. Hamilton:

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your funding request for the proposal titled "Car Seat Installation & Public Education Program" in the amount of approximately \$38,400.00.

Your OTS Coordinator will contact you, to discuss your proposal and explain the Grant Agreement process. It is our goal to have all new grants start no later than October 1, 2014. If approval from a City Council or the Board of Supervisors is required, you should begin that process now. Do not incur grant reimbursable costs prior to the receipt of your official approval packet from OTS or before your grant start date.

OTS will initiate a statewide media news release regarding 2015 proposals selected for funding. Your agency should not publically announce this tentative award until the grant agreement is fully negotiated and signed by OTS.

Again, congratulations on the success of your proposal. If you have any questions, please contact Whitney Braziel, Regional Coordinator, at (916) 509-3016 or e-mail at whitney.braziel@ots.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rhonda L. Craft".

RHONDA L. CRAFT
Director

WB:kn



OXNARD FIREFIGHTERS FOUNDATION, Inc

A 501C3 Non-profit

Memorandum of Agreement

The Oxnard Firefighters Foundation, Inc will be sub-grantee for the Office of Traffic Safety Occupant Protection Grant #OP1502. Terms of Agreement are below.

Terms of Agreement

1. The Oxnard Fire Department agrees Oxnard Firefighters Foundation, Inc will be the sub-grantee of the Office of Traffic Safety Occupant Protection Grant. As such Oxnard Firefighters Foundation, Inc will manage all aspects of the occupant protection grant.
2. The Oxnard Firefighters Foundation, Inc agrees to adhere to all requirements set forth by the Office of Traffic Safety Grant Program Manual
3. The City of Oxnard/Oxnard Fire Department agrees to reimburse the Oxnard Firefighters Foundation, Inc for necessary equipment for occupant protection and bicycle helmet grant programs not to exceed \$38,400. The City of Oxnard/Oxnard Fire Department will be reimbursed by the Office of Traffic Safety for the equipment costs associated with the grant.
4. The Oxnard Firefighters Foundation, Inc agrees to reimburse the Oxnard Fire Department for the personnel costs associated with training firefighters to Child Passenger Safety (CPS) Certification not to exceed \$25,000.
5. The Oxnard Fire Department agrees to allow Fire Stations to be fitting stations and Oxnard Fire Department CPS certified personnel to provide car seat installation and bicycle helmet safety equipment while on duty in accordance with the grant.
6. The Oxnard Fire Department agrees to provide reasonable support in personnel or equipment for public outreach and community events to assist in accomplishing the goals of the occupant protection grant scope of work.
7. The term of agreement shall be from August 1, 2014 to the end of the performance period of the grant.

ATTACHMENT 3
Page 1 of 2

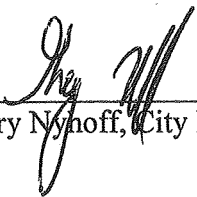


OXNARD FIREFIGHTERS FOUNDATION, Inc

A 501C3 Non-profit

Signature

As officials of the City of Oxnard and the Oxnard Firefighters Foundation with the appropriate signatory responsibilities, we agree to the terms of this Memorandum of Understanding:



Gregory Nynoff, City Manager

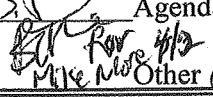


Alexander Hamilton, CFO, OFF Inc.



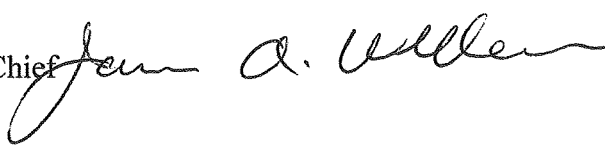
Meeting Date: 4/14/15

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 Coordinator  Agenda Item No. S-4Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____

DATE: March 26, 2015

TO: City Council

FROM: James Williams, Fire Chief
Fire Department

SUBJECT: License Agreement with the American Red Cross

RECOMMENDATION

That City Council approve a Resolution authorizing the Purchasing Agent to execute a License Agreement with the American Red Cross.

DISCUSSION

In 2011, the City of Oxnard, through the Oxnard Fire Department, entered into a License Agreement with the Ventura County American Red Cross, which allowed them to store disaster supplies at Fire Station 4, located at 230 West Vineyard Avenue. That License Agreement has expired and the parties now wish to enter into a new License Agreement for a new term.

The disaster supplies that the Red Cross is storing are meant to be used to serve the Oxnard community in the event of a disaster. By having disaster supplies stored in our community, the City can be assured that they will be easily accessible when the City needs them. The updated License Agreement will provide the American Red Cross permission to store the supplies on City property at no cost and enter the property to maintain and retrieve the supplies when needed.

FINANCIAL IMPACT

None

Attachment #1 – Resolution
Exhibit A – License Agreement

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF OXNARD AND AMERICAN RED CROSS FOR THE USE OF CERTAIN CITY-OWNED REAL PROPERTY MORE SPECIFICALLY IDENTIFIED AS FIRE STATION NO. 4 FOR THE PURPOSE OF ACCESSING AND STORING DISASTER SUPPLIES

WHEREAS, the City of Oxnard currently owns that certain real property commonly referred to as Fire Station No. 4, located at 230 West Vineyard Avenue (the “**Property**”); and

WHEREAS, the City wishes to grant a license to the American Red Cross to enter the Property (the “**License**”) for the purpose of accessing and storing disaster supplies (the “**Activities**”); and

WHEREAS, the American Red Cross desires to use the Property for the above-stated Activities between February 1, 2015, and February 1, 2018; and

WHEREAS, the City desires to make the Property available to the American Red Cross at no cost to enable the American Red Cross to conduct the Activities at such days and times; and

WHEREAS, the City recognizes that offering the subject License to the American Red Cross at no cost serves the public purpose for the reasons set forth herein.

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

SECTION 1. That the foregoing recitals are true and correct.

SECTION 2. The City Council, based on information presented, hereby finds that offering the subject License to the American Red Cross at no cost serves the public purpose of providing storage space for disaster supplies on the subject Property to: (i) ensure that City residents have speedy access to vital disaster supplies during a natural disaster or crises; and (ii) support an organization that will assist City residents during such events.

SECTION 3. The City Council, hereby (i) approves the License Agreement in substantially similar form to the License Agreement attached hereto as Exhibit A, subject to approval as to form by the City Attorney; and (ii) authorizes the Purchasing Agent to execute the License Agreement and any amendments thereto.

ATTACHMENT 1
PAGE 1 OF 2

PASSED AND ADOPTED THIS ____th day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

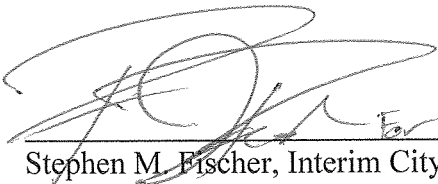
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 2 OF 2

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into this 1st day of February, 2015, by and between the City of Oxnard ("City") and American Red Cross, Ventura County ("Licensee").

WHEREAS, the City owns the public property commonly referred to as Station 4, located at 230 West Vineyard Avenue ("Property"); and

WHEREAS, the City wishes to grant a License to Licensee to enter the Property for the purpose of accessing and storing disaster supplies ("Activity"); and

WHEREAS, Licensee desires to use the Property for the above-stated Activity between April 1, 2015 and April 1, 2018; and

WHEREAS, the City desires to make the Property available to Licensee to conduct the Activity at such days and times.

NOW, THEREFORE, the City and Licensee hereby agree as follows:

1. License Granted

a. Subject to the conditions contained in this License, the City grants to Licensee a non-exclusive, revocable license to conduct the Activity on the Property.

b. Licensee shall conduct the Activity only on the days and at the times described herein.

c. The fee for this License is \$0, receipt of which is acknowledged.

2. Maintenance

a. In consideration for this License, Licensee shall at all times:

(1) Maintain the Property and the area immediately surrounding the Property free of litter, trash and other debris, except to the extent the same are present at the commencement of the License period.

(2) Cooperate with the City staff as requested.

(3) Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property.

EXHIBIT A
PAGE 1 OF 15

(4) Return the Property in as good a condition as when the License commenced.

3. Term of License

The term of this License shall begin on February 1, 2015, and shall terminate on February 1, 2018, unless extended or terminated as provided for herein.

4. Termination/Extension

a. This License may be immediately terminated by the City Manager or his or her designee ("Manager"), with or without cause, by notifying Licensee in writing of Manager's desire to terminate the License.

b. This License may be immediately terminated by Licensee, with or without cause, if Licensee notifies the City Manager in writing of Licensee's desire to terminate the License.

5. Permits, Licenses and Certificates

Licensee, at Licensee's expense, shall obtain and maintain during the term of this License, all permits, licenses and certificates required in connection with the conduct of the Activity.

6. Taxes

Licensee shall be liable for and agrees to pay promptly and prior to delinquency, any tax or assessment, including but not limited to any possessory interest tax, levied by any governmental authority: (a) against the Activity, Property and/or any personal property, fixtures or equipment of Licensee used in connection therewith or (b) as a result of the Activity.

7. Indemnity by Licensee

a. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Licensee's construction on or about the Property; (ii) Licensee's maintenance of or use of the Property that is subject to the Activity; (iii) state of repair of the Property; or (iv) presence of the Activity. 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. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the

Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee 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 Licensee 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 Licensee 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, Licensee may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. This Section shall survive expiration of this License or its earlier termination. The provisions of this Section shall not be restricted by and do not affect the provisions of this License relating to insurance.

8. Insurance

a. Licensee shall obtain and maintain during the term of this License the insurance coverages as specified in Exhibit INS-H, 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 Licensee obtain and maintain such insurance coverages.

b. Licensee shall, prior to use of the Property, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-H. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-H.

9. Governing Law

The construction and interpretation of this License and the right and duties of the City and Licensee hereunder shall be governed by the laws of the State of California.

10. Compliance with Laws

Licensee shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Licensee's use of the Property.

11. Notices

a. Any notices to the City may be delivered by mail addressed to: City of Oxnard, Fire Department, 320 W. Second Street, Oxnard, California 93030, Attention: Susan Duenas.

b. Any notice to Licensee may be delivered by mail addressed to: American Red Cross, 836 Calle Plano, Camarillo, California 93012, Attention: Craig Cusick.

12. Assignment

Licensee may not delegate its rights or duties under this License without the written consent of the Manager, which consent may not be unreasonably withheld for any reason.

13. Successors and Assigns

This License shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Licensee, for the benefit of the Property.

14. Amendment

This License may be reviewed or amended at any time. Any amendments to this License shall become effective only when agreed to in writing by both the Manager and Licensee.

15. Entire Agreement

This License constitutes the entire agreement of the City and Licensee regarding the subject matter hereof and supersedes all prior communications, agreements and promises, either oral or written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

AMERICAN RED CROSS

Greg Nyhoff, City Manager

Craig Cusick, Disaster Program Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

EXHIBIT INS-[]
INSURANCE REQUIREMENTS

EXHIBIT A
PAGE 6 OF 15

**INSURANCE REQUIREMENTS FOR TENANTS AND CONCESSIONAIRES
(WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)**

1. Tenant/concessionaire shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement by tenant/concessionaire, its agents, representatives, or employees.

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. 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. Tenant/concessionaire 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-H. 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. Tenant/concessionaire 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. Tenant/concessionaire agrees that the Commercial General Liability Insurance policy 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 tenant/concessionaire; products and completed operations of tenant/concessionaire; premises owned, occupied or used by tenant/concessionaire; or automobiles owned, leased, hired or borrowed by tenant/concessionaire. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form attached to this Exhibit INS-H or substitute form 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 tenant/concessionaire shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INS-H.doc

EXHIBIT A
PAGE 8 OF 15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2014

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 Marsh USA Inc. (Philadelphia) 1717 Arch Street Philadelphia, PA 19103 215.246.1000 fax 215.246.1399 Attn: Redcross.certrequest@marsh.com 849428-SIR-PROP-14-15	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED ARC OF VENTURA COUNTY AMERICAN NATIONAL RED CROSS 836 CALLE PLANO CAMARILLO, CA 93012	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Co INSURER B: Factory Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24147 21482

COVERAGES

CERTIFICATE NUMBER:

CLE-004122283-14

REVISION NUMBER: 16

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR ☒ SIR \$100,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			MWZZ 302009	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			MWTB302007 Auto Physical Damage Deductible Comp/Coll \$1,000	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC30201000 (Insured States) MWFEX302006 (FL)* MWXS302008 (AL, CA, GA, MA, MI, MO, OH, PA, TN, VA)**	07/01/2014 07/01/2014 07/01/2014	07/01/2015 07/01/2015 07/01/2015	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROPERTY - ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE.			LQ 232 "POLICY EXCLUSIONS APPLY"	07/01/2014	07/01/2015	LIMIT - SUBJECT TO THE DED. SCHEDULED ON THE POLICY \$500,000

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

RE: USE OF FACILITIES DURING TIMES OF DISASTER THROUGHOUT THE POLICY PERIOD, 7/1/2014 - 7/1/2015.

CITY OF OXNARD 300 WEST THIRD STREET, SUITE 302 OXNARD CA 93030 IS INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.

CERTIFICATE HOLDER

CANCELLATION

CITY OF OXNARD
ATTENTION: 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
of Marsh USA Inc.

Manashi Mukherjee

EXHIBIT A
Manashi Mukherjee

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AGENCY CUSTOMER ID: 849428

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc. (Philadelphia)		NAMED INSURED ARC OF VENTURA COUNTY AMERICAN NATIONAL RED CROSS 836 CALLE PLANO CAMARILLO, CA 93012	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ATTACHING TO AND FORMING PART OF THE AMERICAN NATIONAL RED CROSS CERTIFICATE OF INSURANCE

AS RESPECTS WORKERS COMPENSATION:

This is to certify that all American National Red Cross units in the following states are currently self insured through the American National Red Cross: Alabama, California, Florida, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia.

Workers Compensation Policy #MWC30201000:

Policy for all other states except the monopolistic states of North Dakota, Puerto Rico, Washington, Wyoming and U.S. Virgin Islands and the self-insured states of Alabama, California, Florida, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia. Includes Employers Liability for monopolistic states of North Dakota, Puerto Rico, Washington, Wyoming, and U.S. Virgin Islands.

*Specific Excess Workers Compensation Policy #MWFEX302006:

American National Red Cross is self-insured for Workers Compensation in the state of Florida. The Excess Liability limit is subject to a state approved Self-Insured Retention.

**Specific Excess Workers Compensation Policy #MWXS302008:

American National Red Cross is self-insured for Workers Compensation in the following states: Alabama, California, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee and Virginia. The Excess Liability limits are subject to state approved Self-Insured Retentions.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

EXHIBIT

A

U-40A

ENDORSEMENT

Additional Premium:

Return Premium:

This endorsement, effective 07/01/14 forms a part of Policy No. MWZZ 302009
policy effective date 07/01/14 expiration date 07/01/15 issued to American National Red Cross

by OLD REPUBLIC INSURANCE COMPANY, Greensburg, Pennsylvania

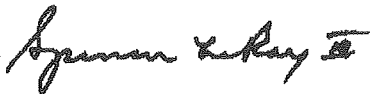
It is hereby understood and agreed that form CG 20 10 04 13, Additional Insured - Owners, Lessees Or Contractors -
Schedule Person Or Organization is added to the policy on behalf of City of Oxnard

Endorsement # 5

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or
limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This Endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:



Secretary



President

Countersigned at Brookfield, Wisconsin this 18th day of December 2014



Authorized Representative.

EXHIBIT

A

PAGE

11

OF 15

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF OXNARD 300 WEST THIRD STREET, SUITE 302 OXNARD, CA 93030	ARC OF VENTURA COUNTY AMERICAN NATIONAL RED CROSS 836 CALLE PLANO CAMARILLO, CA 93012 RE: USE OF FACILITIES DURING TIMES OF DISASTER THROUGHOUT THE POLICY PERIOD, 7/1/2014 - 7/1/2015.

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.

However:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ENDORSEMENT

Additional Premium:

Return Premium:

This endorsement, effective 07/01/14 forms a part of Policy No. MWTB 302007
policy effective date 07/01/14 expiration date 07/01/15 issued to American National Red Cross

by **OLD REPUBLIC INSURANCE COMPANY**, Greensburg, Pennsylvania

It is hereby understood and agreed that form PCA 001 03 06, Additional Insured is added to the policy on behalf of City Of Oxnard.

Endorsement # 3

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy or any Endorsement attached thereto, except as herein set forth.

This Endorsement shall not be valid until countersigned by a duly authorized representative of the Company.

Attest:



Secretary



President

Countersigned at Brookfield, Wisconsin this 18th day of December 2014



Authorized Representative.

EXHIBIT APAGE 14 OF 15

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

City Of Oxnard
Attention: Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

Location:
ARC Of Ventura County
American National Red Cross
836 Calle Plano
Camarillo, CA 93012

Re: Use Of Facilities During Times Of Disaster Throughout The Policy Period, 7/1/2014 - 7/1/2015.

With respect to LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

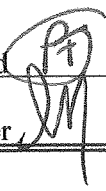
However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Notwithstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 03 06

EXHIBIT A

PAGE 15 OF 15

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-5Reviewed By: City Manager  City Attorney JOB Finance PSW  M. Ke. More Other

DATE: March 19, 2015

TO: City Council

FROM: Michael Henderson, General Services Director
General Services Department **SUBJECT: Project Plans and Specification No. GS14-16 for Construction of Restroom and Site Improvements at Thompson Park****RECOMMENDATION**

That City Council adopt plans, specifications, and working details for Project Specification No. GS14-16 to construct a new restroom and required site improvements at Thompson Park located at 201 North Imperial Street and authorize staff to conduct a public bid solicitation.

DISCUSSION

The project is to construct a new restroom in Thompson Park and requires site preparation with excavating, backfilling, compacting and drainage system; installation of all utilities that include water, sewer and electrical for a new restroom facilities; safety lighting; landscaping and irrigation repairs; fencing and sidewalks and curbs to ensure American with Disability Act (ADA) compliant access and paths of travel.

FINANCIAL IMPACT

The Thompson Park restroom and site improvements are funded by existing appropriation approved by Council on February 11, 2014 in the amount of \$400,000 from Half Cents Sales Tax Fund 104 / Thompson Park Project 145703.

MH/pcf

Note: Copy of Project Specification No. GS14-16 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard after 8:00 a.m. on Monday, April 6th.



Meeting Date: 04/14/15

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

Prepared By: Lou Balderrama, City Engineer

Agenda Item No. S-6

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Utilities Department

DATE: April 1, 2015

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director [Signature]
Utilities Department

SUBJECT: Right of Way Purchase Agreement No. A-7761 with The Nature Conservancy

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Right of Way Purchase Agreement No. A-7761 with the Nature Conservancy, identified by the County Assessor as APN 231-0-092-155, located at the south side of Hueneme Road and east of Salvadore Drive.
2. Approve and authorize the Mayor to execute an Easement Deed and Certificate of Acceptance with The Nature Conservancy, identified by the County Assessor as APN 231-0-092-155, located at the south side of Hueneme Road and east of Salvadore Drive.

DISCUSSION

As part of the Hueneme Road Widening Project, the City will need to have a permanent roadway easement agreement and easement deed with The Nature Conservancy. The easement also includes the right but not the obligation to install, construct and maintain utilities, water and sewer pipelines, storm drains and culverts, fiber optics, and all associated appurtenances, bicycle paths, walking paths, sidewalks and related facilities. As consideration in full for the real property rights described in the Deed, for the loss, replacement and moving of any improvements, and for entering into this agreement with The Nature Conservancy, the City is to pay \$1,500.

On July 9, 2013, the City Council approved Project Specification No. PW03-18 and authorized the solicitation of bids for the widening and pavement reconstruction of Hueneme Road between Saviers Road and Arcturus Avenue with bike path, sidewalk, curb and gutter, and raised landscaped median improvements. The total length of street improvements is 1,642 ft.

On December 3, 2013, Council approved the Contract No. A-7630 with Granite Construction Company for construction of the Hueneme Road Widening Improvement Project.

Right of Way Purchase Agreement No. A-7761 with The Nature Conservancy

April 1, 2015

Page 2

FINANCIAL IMPACT

Funding is available in the Hueneme Road Widening Improvement Project No. 133116 for the cost of the Easement Agreement No. A-7761 with The Nature Conservancy in the amount of \$1,500.

Attachment #1 - Agreement No. A-7761

#2 - Easement Deed

RIGHT OF WAY PURCHASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on _____ day of _____, by and between The Nature Conservancy, hereinafter called "Grantor", and the City of Oxnard, a Municipal Corporation, hereinafter called "City".

An instrument in the form of an Easement Deed ("Deed") covering the property particularly described therein ("Property") has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligations or claims concerning the City's acquisition of the Property (but not with respect to any violation by the City of the Deed), or on account of the location, grade or construction of the proposed public improvements, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. PAYMENT - Pay to the order of the Grantor the sum of \$1,500 as consideration in full for the real property rights described in the Deed, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid to Grantor within thirty (30) days of the date of this Agreement.

B. RECORDATION OF INSTRUMENT - Accept the Deed herein referenced and cause the same to be recorded in the office of the Ventura County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay all escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

E. INDEMNIFICATION - Defend, indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments or liability caused by City or its officers, employees or agents specifically arising from the City's use of or construction on the Property.

F. AS-IS ACQUISITION – The City acknowledges that neither Grantor, its agents, employees nor its other representatives have made any representations or warranties to the City regarding any matter relating to the Property, except as set forth in Paragraph 3.B., including but not limited to the Property's condition, fitness, environmental conditions, adequacy of design, suitability for a particular purpose, the effect of zoning and other applicable laws, regulations and governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Property provided by Grantor. The City agrees that the City is relying exclusively on the City's own independent investigation of all such matters and that the City is accepting the interest in the Property in its "as-is, where-is, with-all-faults" condition and with all defects.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder.

B. LEASE INDEMNIFICATION - Warrants that there are no oral or written leases on all or any portion of the areas described in the Deed. If there are any leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor.

C. PERMISSION TO ENTER - Grants to the City, its agents and contractors, permission to enter upon the real property areas described in the Deed, as of the date of this Agreement, for the purposes of preparation for and construction of the City's road project, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

4. The City and Grantor agree:

A. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

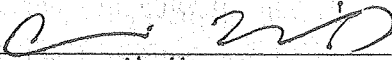
B. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

C. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the City of Oxnard. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:

The Nature Conservancy

By: 

Name: Eric Hallstein

Title: Director of Conservation Investments

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

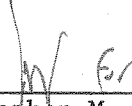
APPROVED AS TO CONTENT:


Daniel Rydberg, Interim Utilities Director


Lou Balderrama, City Engineer

Date: _____

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Order No.
Escrow No.

WHEN RECORDED MAIL TO:
City Clerk
City of Oxnard
305 West Third Street
Oxnard, California 93030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

No fee per Government Code 6103

City Clerk
City of Oxnard
305 West Third Street
Oxnard, California 93030

No Documentary Transfer Tax per Taxation Code 11922

APN: 231-0-092-155

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Nature Conservancy, (hereinafter referred to as "Grantor"),

hereby GRANT(S) to the City of Oxnard ("City"), a municipal corporation, its successors and assigns:

A PERMANENT ROADWAY EASEMENT: A perpetual, permanent and exclusive public road and slope easement for the present and future construction, reconstruction, operation, repair and maintenance of a public road and appurtenances, and for such excavation and embankment of slopes for the lateral and subjacent support of the road, roadbed and appurtenances, in such number and size, and with such accessory parts and structures (hereafter referred to as "City Road Facilities"), as City, or its successors in interest, from time to time, deem necessary to install over, upon, under and across that certain real property situated in the City of Oxnard, County of Ventura, State of California, described as follows:

See attached legal description Exhibit "A" and depiction Exhibit "B",
each attached hereto and made a part hereof.

The easement granted herein also includes the right but not the obligation to install, construct and maintain utilities, water and sewer pipelines, storm drains and culverts, fiber optics, and all associated appurtenances, bicycle paths, walking paths, sidewalks and related facilities.

Notwithstanding any provision of this instrument to the contrary, the easement granted herein does not include the right to plant or maintain grass, plants, trees, or shrubs within the easement area.

At all times when using the easement, City will comply with all statutes, ordinances, regulations, and rules imposed upon City for City's activities on the easement by any federal, state, or local agency.

At all times City will be solely responsible for the payment of all charges and expenses incurred in connection with City's use of the easement, including, but not limited to, the charges of contractors, subcontractors, engineers, attorneys and consultants, and the expenses of governmental permit fees and service charges. City will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to it or to City in connection with City's use of the easement. City will keep Grantor's property free and clear from any mechanic's liens for labor or materials furnished or alleged to have been furnished to or for City.

Order No.
Escrow No.

City will indemnify, defend and hold Grantor and its agents, employees, officers, directors, members, and representatives harmless from and against any and all damages, losses, liabilities, judgments, claims, expenses, penalties, demands, costs, and expenses, including, without limitation, litigation costs and attorneys' fees, arising out of the easement granted herein or use of the easement by City, including, without limitation, acts or omissions of City or City's employees, contractors, agents, or any other parties making access to the easement by authority of City.

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties to this instrument.

Executed this 17th day of February, 2015.

GRANTOR:

The Nature Conservancy

By: [Signature]

Name: Eric Hallstein

Title: Director of Conservation Investments

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

State of California

County of San Francisco

On February 17, 2015, before me, Janice Cornwell

Notary Public, personally appeared Eric Hallstein

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Seal)

Order No.
Escrow No.

CITY:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

State of California

County of _____

On _____ before me, _____,

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

Order No.
Escrow No.

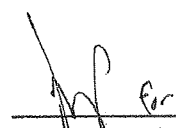
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Easement Deed dated _____, 20____, from the Nature Conservancy to the City of Oxnard, a political corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution No. 1939, adopted February 11, 1958, and recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

Dated: _____, 2013\$

By: _____
Tim Flynn
Mayor

APPROVED AS TO FORM:



Stephen M. Fischer
Acting City Attorney

Interim

Exhibit A

Legal Description

Page 1 of 1 Pages
February 2013

That portion of Lot 4, Subdivision No. 84 of Rancho el Rio de Santa Clara o' la Colonia in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 3, Page 14 of Miscellaneous Records (Maps) in the office of the County Recorder of said County, more particularly described as follows:

A strip of land, twenty-nine (29.00) feet wide, the north line of said twenty-nine foot strip being coincident with the south line of Hueneme Road, fifty-feet wide, per the deed recorded March 6, 1878 in Book 6, Page 161 (at Page 216) of Deeds.

Said twenty-nine foot wide strip bound on the west and east by the west and east lines of the land conveyed to The Nature Conservancy recorded as Document No. 2005-192254 of Official Records of said County.

Containing an area of 1,372 square feet, more or less.



W.O. 20147.32
20147-32lgl_row_natcon.docx

