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.

CITY OF OXNARD CALIFORNIA

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
February 9, 2016
5:00 P.M. Study Session
6:00 P.M. Opening Ceremonies

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, 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

P. 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.

Q. STUDY SESSION – 5:00 P.M.

Community Development Department

1. SUBJECT: Study Session Regarding Possible Amendments to the Oxnard City Urban Restriction Boundary (CURB) and the Save Open Space and Agricultural Resources (SOAR) Ordinance. (001)
   RECOMMENDATION: Conduct a study session and provide preliminary comments concerning the Ventura County SOAR organization's request for CURB line and SOAR Ordinance text amendments.
   Legislative Body: CC Contact: Ashley Golden Phone: 385-7858

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.

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution to Vernon Staples for Twenty-Nine Years of Exemplary Service to the City of Oxnard. (017)
   RECOMMENDATION: Approve.

2. SUBJECT: Introduction of Sheri Boles, City of Oxnard's Liaison to the California Public Utilities Commission.

3. SUBJECT: Presentation and Update by Councilmember Dorina Padilla on upcoming visit by the North American Travel Journalist Association's (NATJA) Annual Conference.

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. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

1. SUBJECT: Agreements for City Council Review. (019)
   RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 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.
   Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Development Services Department

2. SUBJECT: Cooperative Agreement with CalTrans for the Rice/Fifth Bridge Project Approval and Environmental Document (PA&ED). (023)
   RECOMMENDATION: Authorize the City Manager to sign a Cooperative Agreement between the City and CalTrans (A-7845) for the completion of the Rice/Fifth Bridge Project Approval and Environmental Document (PA&ED).
   Legislative Body: CC Contact: Ashley Golden Phone: 385-7858

Fire Department

3. SUBJECT: Funding of Three Replacement Vehicles from CUPA Capital Equipment Fund. (055)
RECOMMENDATION: Appropriate $86,137 from the CUPA Capital Equipment Fund 373fund balance for the purchase and outfitting of three vehicles for the Certified Unified Program Agency (CUPA) inspectors.
Legislative Body: CC Contact: Bryan Brice Phone: 385-7702

Recreation and Community Services Department

4. SUBJECT: Ventura County Area Agency Aging Senior Nutrition Program. (061)
RECOMMENDATION: Adopt a resolution authorizing the City Manager or his designee to submit an application for $97,056.25 in Ventura County Area Agency on Aging Older Senior Nutrition Program grant funds, to be used for the Senior Nutrition Grant Program.
Legislative Body: CC Contact: Terrel Harrison Phone: 385-7995

J. PUBLIC HEARINGS – 6:15 P.M.

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Fiscal Year 2015-16 Mid-Year Budget Update. (071)
RECOMMENDATION: 1) Receive Fiscal Year 2015-16 Mid-Year General Fund Budget Update; 2) Approve the budget adjustments and appropriations to Fiscal Year 2015-16; and 3) Approve the Staff recommendation for temporary and permanent staffing needs of the Finance Department.
Legislative Body: CC Contact: Joseph Lillio Phone: 385-7475

Human Resources Department

2. SUBJECT: Approve the Recommendation by the Director of Human Resources to Select Keenan and Associates to Provide Insurance Broker Services for the City of Oxnard. (091)
RECOMMENDATION: 1) Adopt a resolution authorizing the selection of Keenan and Associates to provide Insurance Broker Services; and 2) Authorize the City Manager or his designee to execute an agreement with Keenan and Associates to provide insurance broker services.
Legislative Body: CC Contact: Tabin Cosio Phone: 385-7590

M. 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.

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

O. 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.

R. ADJOURNMENT

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Study Session** **AGENDA ITEM NO.:** Q-1

DATE: February 9, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Study Session Regarding Possible Amendments to the Oxnard City Urban Restriction Boundary (CURB) and the Save Open Space and Agricultural Resources (SOAR) Ordinance

CONTACT: Ashley Golden, Development Services
Ashley.Golden@ci.oxnard.ca.us, 385-7882

RECOMMENDATION

That City Council conduct a study session and provide preliminary comments concerning the Ventura County SOAR organization's request for CURB line and SOAR Ordinance text amendments.

BACKGROUND

The first SOAR initiative (SOAR) was approved by City of Ventura voters in 1995, followed by successful SOARs (or City Council adopted initiatives) in seven additional cities and by the Ventura County Board of Supervisors by 2002. The only two cities without SOAR initiatives are geographically landlocked Port Hueneme and Ojai, which has a strong and long history of managed growth. On November 3, 1998, the voters of the City of Oxnard enacted the uncodified Oxnard SOAR Ordinance that established and adopted the CURB line and procedures for amending the CURB line that includes and/or excludes land from consideration for future annexation and urban development. Seven SOARs in the County of Ventura, including Oxnard, sunset on December 31, 2020. SOARs in the City of Ventura and Thousand Oaks expire on December 31, 2030. Currently, SOARs allow exceptions for government facilities, and State agencies and school districts are not subject to local SOARs.

Under Oxnard's SOAR, urban services and urbanized uses are restricted to land within the CURB until December 31, 2020. Any change to the CURB line requires approval of the voters of Oxnard. After, and if, City of Oxnard voters approve changes to the CURB line the City may then apply to the Ventura County Local Agency Formation Commission (LAFCO) to amend the Sphere of Influence (SOI) boundary and initiate annexation(s).

There have been no amendments to the CURB line or SOAR within Oxnard. In 2009 the City Council considered six proposed CURB line amendment areas, one possible area of CURB line retraction, and two possible SOAR text amendments. No actions were taken on the 2009 considerations.

The intent of this City Council item, at the request of Ventura County SOAR organization, is to allow City Council members an opportunity to make individual comments concerning the Ventura County SOAR organization's requests. The Council's preliminary comments are helpful for the SOAR organization to determine whether their proposed retractions and text amendments are generally supported and most importantly if they will need to obtain Oxnard resident signatures to place the selected CURB line and SOAR Ordinance text on the ballot.

Description of the Proposal

During public comment at the November 17, 2015 City Council meeting Richard Francis, on behalf of the SOAR organization, presented a retraction of the City's CURB line and SOAR in the areas commonly known as SouthShore (north of Hueneme Road, west of Olds Road, east of Edison Drive, south of Sanford Street), Ormond Beach (south of Hueneme Road, west of Arnold Road, east of Edison Drive), as well as the area commonly referred to as the Ormond Beach Wetlands Area (Attachment 1). In addition to the boundary retractions, Mr. Francis submitted SOAR text amendments to staff on January 14, 2016 (Attachment 2). In summary the requested text amendments include:

1. Extending SOAR to 2050;
2. Adding in the word "wetland" to the intent of land to be protected;
3. Removal of the exemption allowing public schools, public parks, and government facilities to be built outside of the SOAR boundary without voter approval; and
4. Increasing the amount of time, from two years to four years, that agricultural land must be considered unusable to be considered for development.

Mr. Francis also indicated that the SOAR organization would like to bypass collecting voter signatures and instead have the City place the selected CURB and/or SOAR amendments before qualified City of Oxnard voters at a statewide election. Information was received from Mr. Francis on Thursday January 14, 2016, and therefore staff has not fully analyzed the impacts of the SOAR organization's proposal. However staff offers the following items for Council to consider:

- **CEQA:** If Council supports putting the initiative on the ballot without circulation of a petition for voter signatures, staff will need to complete relevant environmental California Environmental Quality Act (CEQA) review . A negative declaration at a minimum would be required for the proposed amendments, but depending on the agreed upon boundaries a mitigated negative declaration or environmental impact report (EIR) may be needed. There are cost, time, and staff constraints associated with this requirement.

- **General Plan:** The proposal extends SOAR to 2050, 20 years past our general plan sunset. The SOAR organization's proposal includes the retraction of about 1,750 acres of land from our CURB and SOI. Those 1,750 acres were included in the General Plan analysis which evaluated our community needs until the year 2030. The industrial, commercial, residential, and recreation needs of our community have not been evaluated out to 2050.

  The SOAR organization's request includes restricting the Oxnard CURB line to exclude three main land areas:

  1. ShoreShore: The 2030 General Plan designates the approximately 320 acre SouthShore area as a mix of residential, commercial, parks, schools, and light industrial. The future development of this area would require a development permit process, CEQA review, LAFCO approval, and City Council approval.

  2. Ormond Beach: Approximately 330 acres, commonly known as the Ormond Beach specific plan area are designated as Planning Reserve in the 2030 General Plan. Planning Reserve is defined as "areas considered likely to be urbanized during the planning period, subject to additional environmental evaluation and the provision of adequate public infrastructure and services." The future development of this area would require a development permit process, CEQA review, LAFCO approval, and City Council approval.

  3. Ormond Beach Wetlands: With a few exceptions, the land roughly 1,300 feet south of McWane Blvd to the Pacific Ocean and westerly to Perkins Road is designated Resource Protection in the 2030 General Plan. That area is about 1,100 acres. Resource Protection is defined as Sensitive habitats such as wetlands, areas with endangered species activity, and riparian areas found primarily in the Coastal Zone and along the Santa Clara River." (Attachment 3)

- **Ormond Beach Wetlands and UC Division of Agriculture and Natural Resources Proposal**: The 235-acre Conservancy Study Area presented by Peter Brown at the October 21, 2014 City Council meeting included areas designated for a demonstration farm, integrated storm water management, village center, hospitality/conference center, restaurants, offices, nursery, parks, and event space (the "UCDANR Proposal") is within the area the SOAR organization is proposing to remove (Attachment 4). Thus, subsequent voter approval would be required for the UCDANR Proposal to be entitled and developed.

- **Existing Approval Process:** Any development in the areas the SOAR organization is proposing to retract would require approval of the Planning Commission, City Council, LAFCO and in some cases Coastal Commission. In addition, the Ormond Beach Task Force, adjacent neighborhood groups, as well as other organizations provide a level of review on any development within these area.

- **Public Process:** The SOAR organization indicated they have not spoken to the affected property owners or the adjacent neighborhoods. In addition, the first conversation staff had with the SOAR organization was in January 2016. Staff would want to engage the community, affected property owners ("stakeholders"), as well as the Planning Commission, on the extent of the changes, impacts of the proposal, and discuss if there are other additions or retractions to the boundaries and text the stakeholders or Planning Commission would like to see.

SOARs in other Jurisdictions

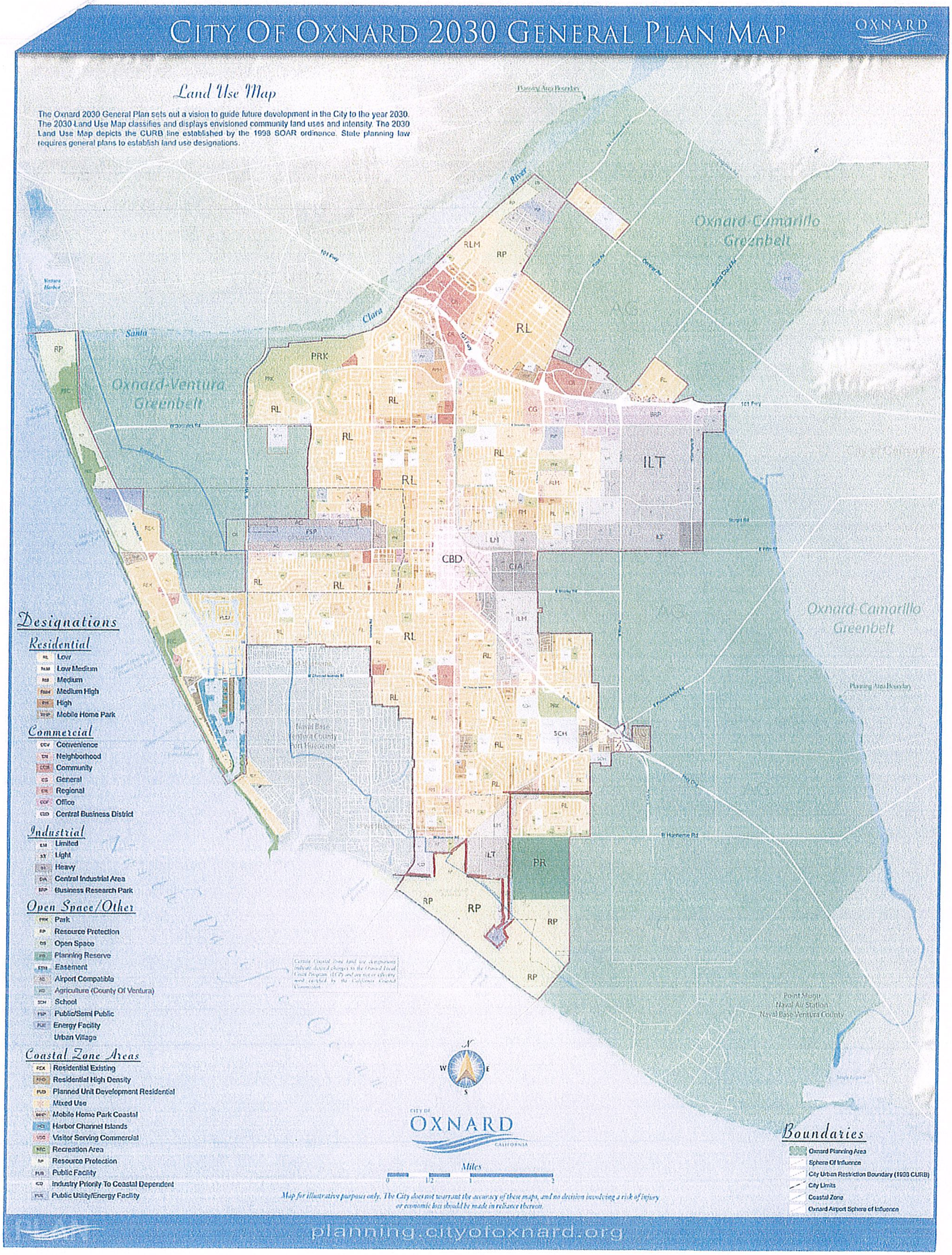
The SOAR organization has reached out to all 9 cities in the County, and the County of Ventura that have SOAR ordinances. Oxnard is the only jurisdiction where the SOAR organization is asking for the City to put the measure on the ballot. The SOAR organization is acquiring voter signatures in all other jurisdictions. The SOAR initiatives in Santa Paula and Moorpark both include incremental increases to their SOAR boundary. The City of Camarillo SOAR will include a voter participation overlay area. Mr. Francis can provide additional details of proposed changes in the other jurisdictions.

FINANCIAL IMPACT

There would be no financial impact if there are no City initiated changes to the CURB and SOAR. The costs for staff to support efforts to put the SOAR Initiative on the ballot are unknown. The CEQA process is estimated to cost approximately $8,000 if a negative declaration is needed, but would be higher if a mitigated negative declaration or EIR is needed. There are no funds budgeted for SOAR efforts.

ATTACHMENTS

1 – VC SOAR's Proposed SOAR Boundaries
2 – VC SOAR's Proposed Text Amendments
3 – 2030 General Plan
4 – UC Division of Agriculture and Natural Resources Proposal



Attachment 1
Page 1 of 1

Land Use Map

The 2030 Land Use Map (Figure 3-1 *of the Current General Plan*) classifies and displays *formerly* envisioned community land uses and intensity. The 2030 Land Use Map depicts the CURB line established by the 1998 SOAR ordinance. *This initiative modifies said Map and CURB (City Urban Restriction Boundary) line to enhance protections of the Ormond Beach area, and extends the life of the initiative from 2020 to 2050.* Proposed land use changes within the Coastal Zone are not effective until an updated LCP is certified by the California Coastal Commission.

City Urban Restriction Boundary

In 1998, the voters of the City of Oxnard adopted the SOAR (Save Open Space and Agricultural Resources) initiative establishing the City Urban Restriction Boundary (CURB) and re-designating as "Agriculture (AG)" all land previously designated "Agricultural Planning Reserve (AG/PR)." The CURB defines the urban development boundary for the City of Oxnard until December 31, 2020. *This initiative extends the sunset date to December 31, 2050.* The SOAR initiative also established a City Buffer Boundary (CBB) which lies outside of the CURB line and is coterminous with the Oxnard Area of Interest. Change to the CURB line or an agricultural land use designation within the CBB generally requires majority approval of Oxnard voters, with certain exceptions, including but not limited to an exception to allow up to 20 acres per year to be brought into the CURB for affordable housing needed to meet the City's Regional Housing Needs Assessment (RHNA) target production. ~~This~~ *The* Oxnard 2030 General Plan expressly preserve~~s~~*d* these SOAR requirements and incorporate~~s~~*d* the 1998 SOAR ordinance ~~as shown in Table 3-1 below~~ *into its 2030 General Plan. This initiative readopts that incorporation as follows, and extends the sunset date of that ordinance to December 31, 2050.*

* * *

3.4 OXNARD CITY URBAN RESTRICTION BOUNDARY

Introduction

The voters of the City of Oxnard have, through the initiative process, established and adopted an urban growth boundary line denominated the Oxnard City Urban Restriction Boundary (CURB) as an amendment to the Oxnard 2020 General Plan. Its purpose, principals, implementation procedures, and methodologies for amendment are set forth in this Section 3.4 of this Oxnard 2030 General Plan.

1. PURPOSE

The City of Oxnard and surrounding area, with its unique combination of soils, micro-climate and hydrology, has become one of the finest growing regions in the world. Agricultural production from the County of Ventura and in particular production from the soils and silt from the Santa Clara River, Calleguas Creek, Conejo Creek and Revolon/Beardsley Wash, and alluvial plains adjacent to the City provides beneficial food and fiber to local inhabitants and to the world at large and has achieved international acclaim, enhancing the City's economy and reputation.

The purpose of this CURB is was and remains to ensure that the development policies, and underlying goals, objectives, principles and policies set forth in the Oxnard 2020 General Plan (*and now as relates to the Oxnard 2030 General Plan*) relating to Growth Management (Chapter IV), Land Use (Chapter V) and Open Space and Conservation (Chapter VII) are inviolable against transitory short-term political decisions and that agricultural, watershed and open space lands are not prematurely or unnecessarily converted to other non-agricultural or non-open space uses without public debate and a vote of the people.

2. PRINCIPLES

Continued urban encroachment into agricultural *wetlands* and watershed areas will impair agriculture and threaten the public health, safety and welfare by causing increased traffic congestion, associated air pollution, and potentially serious water problems, such as pollution, depletion, and sedimentation of available water resources. Such urban encroachment would eventually result in both the unnecessary, expensive extension of public services and facilities and inevitable conflicts between urban and open space/agricultural uses.
The unique character of the City of Oxnard and quality of life of City residents depend on the protection of a substantial amount of open space, natural resource, *wetlands* and agricultural lands. The protection of such lands not only ensures the continued viability of agriculture, but also contributes to flood control and the protection of wildlife, environmentally sensitive areas, and irreplaceable natural resources. As importantly, adopting a CURB will promote the formation and continuation of a cohesive community by defining the boundaries and by helping to prevent urban sprawl. Such a CURB will promote efficient municipal services and facilities by confining urban development to defined development areas.

3. IMPLEMENTATION

a.) The City of Oxnard hereby establishes and adopts a CURB. The CURB is established generally coterminous with and in the same location as the Sphere of Influence line established by the Local Agency Formation Commission as it existed as of January 1, 1998 except (1) that certain property of approximately 247 acres at the northwest corner of the City bounded on the South by Gonzales on the west by Victoria, adjacent to the Northwest Community, and (2) that certain property of approximately 79 acres of the west edge of the City bounded by the South by 5th Street on thewest by Harbor Avenue, and generally southwesterly of the Edison Canal, generally referred to as "North Shore" ~~and~~ (3) that certain property of approximately 41 acres located within the City limits west of Victoria Avenue at the northwest corner of 5th Street directly west of the Oxnard Airport are additionally encompassed with the CURB, *and 4) Except for the amendment to the CURB as set forth in this initiative, relating particularly to the protection of Ormond Beach and placing the "Southshore" property on the easter edge of the City immediately above Hueneme Road and all of those properties designated Resource Protection (RP) or Planning Reserve (PR) south of Hueneme Road, outside of the CURB,* The Sphere of Influence line and the CURB line are illustrated in Figure *3.1 and* 3-2.

b.) Until December 31, ~~2020~~, *2050* the City of Oxnard shall restrict urban services (except temporary mutual assistance with other jurisdictions) and urbanized uses of land to within the CURB, except as provided herein. Other than for the exceptions provided herein, upon the effective date of this ~~Oxnard 2030 General Plan~~ *initiative* the City and its departments, boards, commissions, officers and employees shall not grant, or by inaction allow to be approved by operation of law, any general plan amendment, rezoning, specific plan, subdivision map, special use permit, building permit or any other ministerial or discretionary entitlement which is inconsistent with the purposes of this ~~Oxnard 2030 General Plan~~ *initiative*, unless in accordance with the amendment procedures of the SOAR Ordinance.

c.) "Urbanized uses of land" shall mean any development which would require the establishment of new city sewer systems or the significant expansion of existing city sewer infrastructure; or would create residential lots less than 10 acres in area per primary residence; or would result in the establishment of commercial or industrial uses which are neither exclusively related to agriculture nor exclusively related to the production of mineral resources.

d.) Until December 31, ~~2020~~ *2050*, all land designated as "Agriculture (AG)", as shown on Figure 3-2 *of the General Plan, reproduced as an attachment, here,* must not be re-designated unless in accordance with the amendment procedures of this Section 3.4 herein.

The SOAR Ordinance conforming amendments to the 2020 General Plan have been incorporated into relevant provisions of this 2030 General Plan, *and until December 31, 2050, shall be incorporated into the relevant provisions of each General Plan update.*

4. CITY BUFFER BOUNDARY (CBB)

The CBB is established outside the CURB and within the Oxnard Planning Area, as shown on Figure 3-3. The CURB may be amended to include land within the CBB as provided in this ordinance. Until December 31, ~~2020~~ *2050*, the City of Oxnard shall not change the designation of land within the CBB that is designated "Agriculture" in the 2030 General Plan, unless the change is approved by the voters of the City of Oxnard pursuant to Article 1, Chapter 2 of Division 9 of the Elections Code, or as set forth below:
1. The City Council may change the designation of land that is placed within the CURB.
2. The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may redesignate land within the CBB if the City Council makes each of the following findings:
a. Failure to change the designation of a specific parcel of land would constitute an unconstitutional taking of a landowner's property for which compensation would be required, and
b. The redesignation will allow new land uses only to the minimum extent necessary to avoid an unconstitutional taking of the landowner's property.

5. EXEMPTIONS

The provisions of this ordinance otherwise requiring a vote of the people do not apply to nor affect the authority and discretion of the City Council with respect to any roadways designated in Chapter 4, Infrastructure and Service of the 2030 Oxnard General Plan as of adoption and subsequent amendments, construction of public potable water facilities, ~~public schools,~~

~~public parks or other government facilities~~, or any development project that has obtained as of the effective date of this initiative a vested right pursuant to state or local law.

6. AMENDMENT PROCEDURES

Until December 31, ~~2020~~ *2050*, the foregoing Purposes, Principles and Implementation provisions may be amended only by a vote of the people commenced pursuant to Article I of Chapter 3 of Division 9 of the Elections Code, or pursuant to the procedures set forth below:
1. The City Council may amend the CURB described herein if it deems it to be in the public interest, provided that the amended boundary is within the limits of the CURB.
2. The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may amend the CURB to comply with state law regarding the provision of housing for all economic segments of the community. For that purpose the City Council may amend the CURB as described herein on Figure 3-2 in order to include lands to be designated for residential uses, provided that no more than 20 acres of land may be brought within the CURB for this purpose in any calendar year. Such amendment may be adopted only if the City Council makes each of the following findings:
a) The land is immediately adjacent to existing compatibly developed areas and the applicant for the inclusion of land within the CURB has provided to the City evidence that the Fire Department, Police Department, Department of Public Works, the Community Services Department, applicable water and sewer districts, and the school districts with jurisdiction over such land have or will provide adequate capacity to accommodate the proposed development and provide it with adequate public services; and,
b) That the proposed development will address the highest priority need identified in the analysis by which the City has determined it is not in compliance with state law, i.e., low and very low income housing; and,
c) That there is no existing residentially designated land available within the CURB to accommodate the proposed development; and,
d) That it is not reasonably feasible to accommodate the proposed development by redesignating land within the CURB.
3. The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may amend the CURB, if the City Council makes each of the following findings:
a) The land proposed for inclusion within the CURB is immediately adjacent to areas developed in a manner comparable to the proposed use;
b) Adequate public services and facilities are available and have the capacity and capability to accommodate the proposed use;
c) The proposed use will not have direct, indirect, or cumulative adverse significant impacts on the area's agricultural viability, *wetlands*, habitat, scenic resources or watershed. *Indications in the CEQA report of such findings may not be ignored by a "statement of overriding considerations."*
d) The proposed use will not adversely affect the stability of land use patterns in the area (i.e., the land affeted will not introduce or facilitate a use that is incompatible with adjoining or nearby uses).

e) The land proposed for inclusion within the CURB has not been used for agricultural purposes for the immediately preceding ~~two~~ *four* years and is unusable for agriculture due to its topography, drainage, flooding, adverse soil conditions, inaccessibility to appropriate water or other physical reason;
f) The land proposed for inclusion within the CURB does not exceed 40 acres for any one landowner in any calendar year, and one landowner's property may not similarly be removed from the restrictions contemplated by this Section 3.4 of the Oxnard 2030 General Plan, *as amended herein,* more often than every other year. Landowners with any unity of interest are considered one land owner for the purpose of this limitation; *and,*
g) Including the land within the CURB will not result in more than 160 acres being added to the CURB in any calendar year.
4.The City Council, following at least one public hearing for presentations by an applicant and the public, and after compliance with the California Environmental Quality Act, the City Council may amend the CURB if it makes each of the following findings:
a) Application of the provisions of subsections 1, 2, or 3 of these amendment procedures are unworkable as applied to a specific parcel and failure to amend the CURB would constitute an unconstitutional taking of a landowner property for which compensation would be required; and
b) The amendment and associated land use designations will
allow new land uses only to the minimum extent necessary to avoid an unconstitutional taking of the property.
5. The City Council, following at least one public hearing forpresentations by an applicant and the public, and after compliance with the California Environmental Quality Act, may place any amendment to the CURB or the provisions of this section 3.4 on the ballot in the manner provided by state law.
6. The City Council may amend the CURB to include land contemplated for construction of public potable water facilities, ~~public schools~~, public parks ~~or other government facilities~~, or to include any development project that has obtained as of the effective date of the initiative a vested
right pursuant to state or local law, but only to the minimum amount of land reasonably necessary to accommodate said uses.
7. The City Council may reorganize, reorder, and renumber General Plan provisions,General Plan provisions, including the General Plan provisions of the SOAR ordinance.

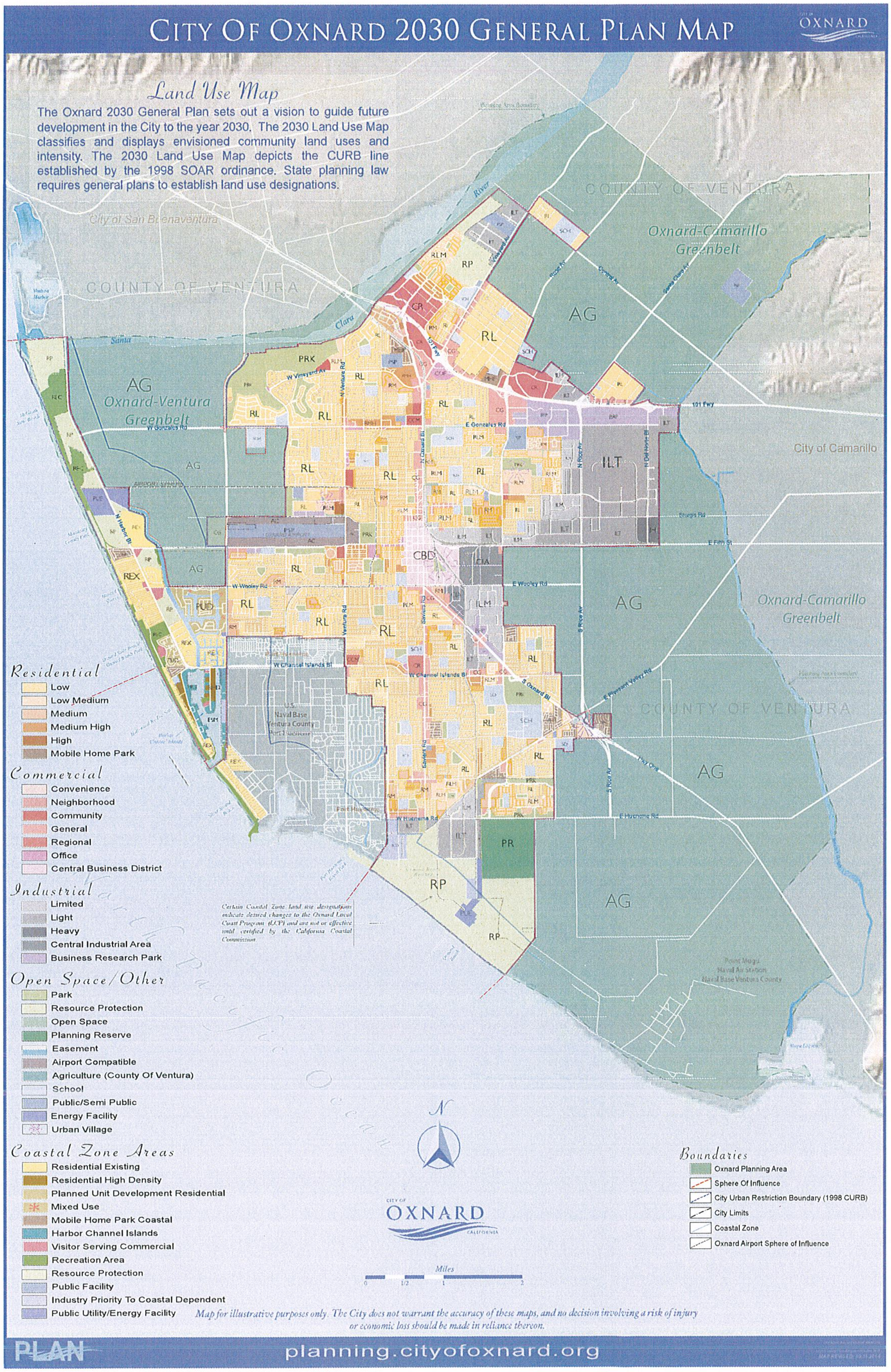
7. SEVERABILITY.

This measure shall be interpreted so as to be consistent with all federal and state laws, rules, and regulations. If any section, sub-section, sentence, clause, phrase, part, or portion of this measure is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this measure. The voters hereby declare that this measure, and each section, sub-section, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one or more sections, sub-sections, sentences, clauses, phrases, parts, or portions are declared invalid or unconstitutional. If any provision of this initiative is declared invalid as applied to any person or circumstance, such invalidity shall not affect any application of this measure that can be given effect without the invalid application. This initiative shall be broadly construed in order to *achieve the purposes stated in this initiative. It is the intent of the voters that the provisions of this measure shall be interpreted by the City and others in a manner that facilitates the confinement of urban uses within a City Urban Restriction Boundary thereby protecting agricultural, open space and rural lands, and preventing urban sprawl.*

Amendment or Repeal.

Except as provided herein, this initiative may be amended or repealed only by the voters at an election.

This initiative needs an introduction, and attachments of figures 3.1 and 3.2 from Oxnard's 2030 General Plan.


CITY OF OXNARD 2030 GENERAL PLAN MAP
OXNARD
Land Use Map
The Oxnard 2030 General Plan sets out a vision to guide future development in the City to the year 2030. The 2030 Land Use Map classifies and displays envisioned community land uses and intensity. The 2030 Land Use Map depicts the CURB line established by the 1998 SOAR ordinance. State planning law requires general plans to establish land use designations.
COUNTY OF VENTURA
City of San Buenaventura
Santa Clara River
Oxnard-Camarillo Greenbelt
AG
Oxnard-Ventura Greenbelt
City of Camarillo
101 Fwy
ILT
CBD
CIA
ILM
RL
RLM
RP
CR
PRK
REX
PUD
PR
Naval Base Ventura County
Point Mugu Naval Air Station Naval Base Ventura County
Pacific Ocean
Certain Coastal Zone land use designations indicate desired changes to the Oxnard Local Coast Program (LCP) and are not in effect until certified by the California Coastal Commission.
Residential
Low
Low Medium
Medium
Medium High
High
Mobile Home Park
Commercial
Convenience
Neighborhood
Community
General
Regional
Office
Central Business District
Industrial
Limited
Light
Heavy
Central Industrial Area
Business Research Park
Open Space/Other
Park
Resource Protection
Open Space
Planning Reserve
Easement
Airport Compatible
Agriculture (County Of Ventura)
School
Public/Semi Public
Energy Facility
Urban Village
Coastal Zone Areas
Residential Existing
Residential High Density
Planned Unit Development Residential
Mixed Use
Mobile Home Park Coastal
Harbor Channel Islands
Visitor Serving Commercial
Recreation Area
Resource Protection
Public Facility
Industry Priority To Coastal Dependent
Public Utility/Energy Facility
N
OXNARD
Miles
0 1/2 1 2
Boundaries
Oxnard Planning Area
Sphere Of Influence
City Urban Restriction Boundary (1998 CURB)
City Limits
Coastal Zone
Oxnard Airport Sphere of Influence
Map for illustrative purposes only. The City does not warrant the accuracy of these maps, and no decision involving a risk of injury or economic loss should be made in reliance thereon.
PLAN
planning.cityofoxnard.org

Residential up to 39 dwelling units per acre, live/work, work/live, and mixed uses are strongly encouraged.

INDUSTRIAL

Limited. [FAR is 0.45:1] Light manufacturing, assembly, work/live, and warehousing uses developed to high performance and development standards. All activity occurs within buildings with the exception of incidental outdoor uses.

Light. [FAR is 0.45:1 for manufacturing, 0.60:1 for warehousing] Manufacturing uses where the principal activity occurs within a building, but also permits outdoor assembly, fabrication, work/live, public services, and storage. Uses must follow high development and performance standards. Wholesale and retail sales and services related to the principal uses permitted.

Heavy. [FAR is 0.45.1] Industrial uses that are primarily outdoor and/or within specialized structures that may involve transportation, storage, or use of hazardous materials. Public services permitted.

Central Industrial Area. [Maximum FAR is 0.45.1] Also referred to as Heavy Industrial. The Central Industrial Area is characterized by uses which often involve outdoor use and storage. Agricultural processing and vehicle and equipment storage and repair predominate in this area. In order to be compatible with the adjacent CBD and redevelopment plans, higher development standards may be applied to new uses and the rehabilitation of existing uses. Public services permitted.

Business and Research Park. [FAR is 0.60:1] Professional, administrative, research, and limited manufacturing uses along with limited commercial activities intended to support such uses, integrated into campus-like environments that are oriented towards arterials, freeways, airports, and harbors, and developed to high property and development standards.

Public Utility/Energy Facility. Applies to large electrical generating and transmission facilities. Due to the uniqueness of these types of facilities, the development intensity is established on an individual basis. Renewable energy production facilities do not require this land use designation if they are considered accessory to an underlying use.

OPEN SPACE

Park. City, County, State, and National-owned parks, beaches, regional parks, community parks, neighborhood parks, special purpose facilities, golf courses, athletic fields, and open space areas.

Resource Protection (non-coastal). Sensitive habitats such as wetlands, areas with endangered species activity, and riparian areas found primarily in the Coastal Zone and along the Santa Clara River. May allow agricultural and related uses that do not negatively impact sensitive habitats in areas not in the Coastal Zone.

Open Space. Lands in passive and active recreation uses, resource management, flood control management, wetlands, intended for wetlands restoration, and stormwater management facilities and buffer zones separating urban development and other sensitive resources.

Planning Reserve. Areas considered likely to urbanize during the planning period, subject to additional environmental evaluation and the provision of adequate public infrastructure and services. This land use designation would be changed during a subsequent planning process.

Easement. Generally linear land uses for waterways, canals, railroads, storm drains, and similar uses.

Airport Compatible. [Maximum FAR of 0.40:1] Low intensity commercial and industrial uses which are compatible with airport operations and activities in that they do not pose unreasonable hazards to aircraft operations nor do they subject large numbers of persons to hazards from aircraft. Airport compatible uses need not be directly related to or be dependent upon the adjacent airport.

Agriculture. Row and tree crops, grain products, ornamental horticulture (green houses, nurseries, etc.) hydroponic agriculture and the growing of sod.

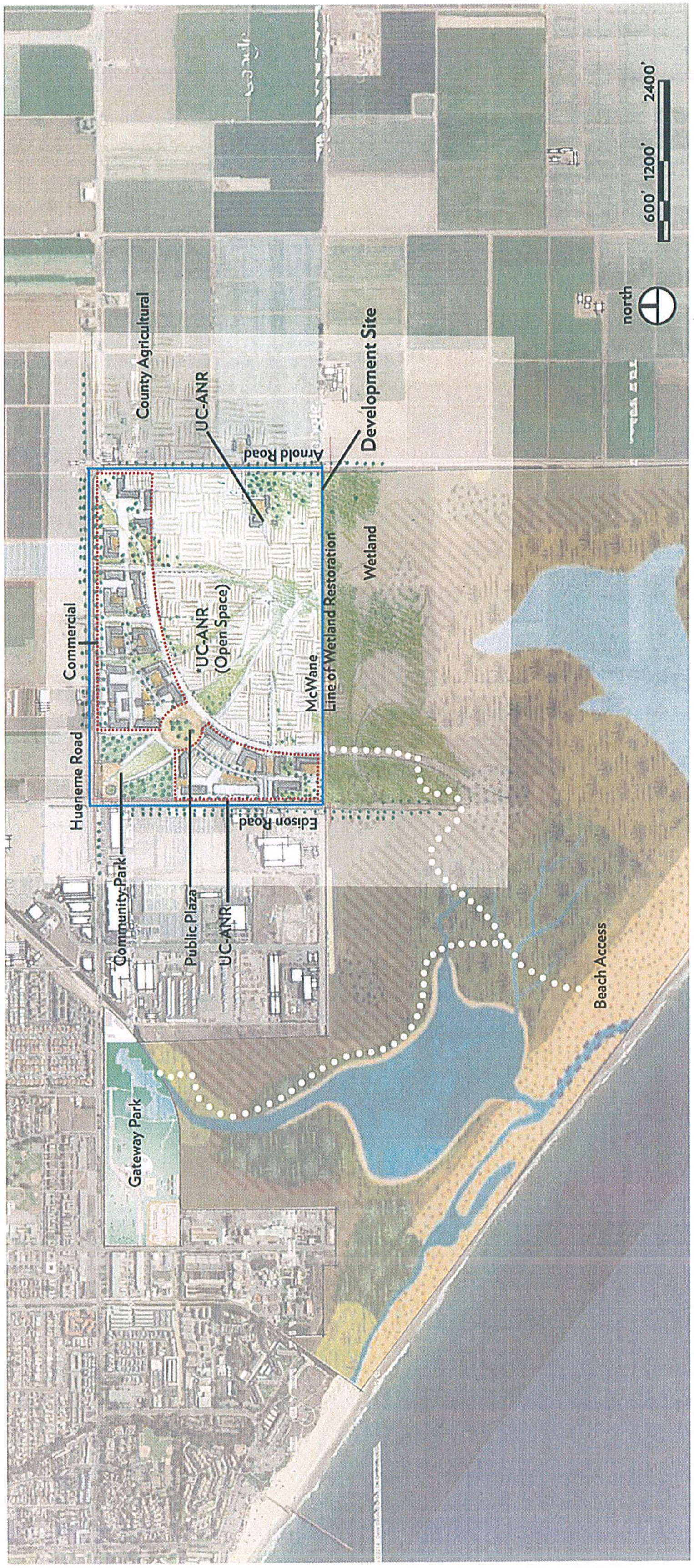
School. This designation is for campuses of the elementary and secondary public school districts that serve Oxnard. Post-secondary institutional public uses are included under the Public/Semi-Public designation. Private schools may occur in other zone designations.

Public/Semi-Public. Private, quasi-public, and public buildings and facilities owned by the City, County, State, Federal agencies, or other organizations that serve the general public such as a civic center, flood control channels, rail lines, community college, museum, performing arts center, community center, city yard, library, fire station, public school and /or district support facility, private and parochial school, cemetery, or hospital.

Urban Village. Urban Villages are mixed use areas designed to encourage persons to live near their place of employment and/or support services. Urban Villages should occur in the designated areas but may be proposed in other areas as a General, Specific, Coastal, or County Public Works Plan Amendment. The integration of complementary land uses is intended to promote a pedestrian orientation to reduce trips and vehicle miles traveled and reduce greenhouse gas emissions. Urban Villages are implemented with a specific plan, a strategic plan similar to the Central Business District Strategic Plan, or by the Ventura County Harbor Public Works Plan.

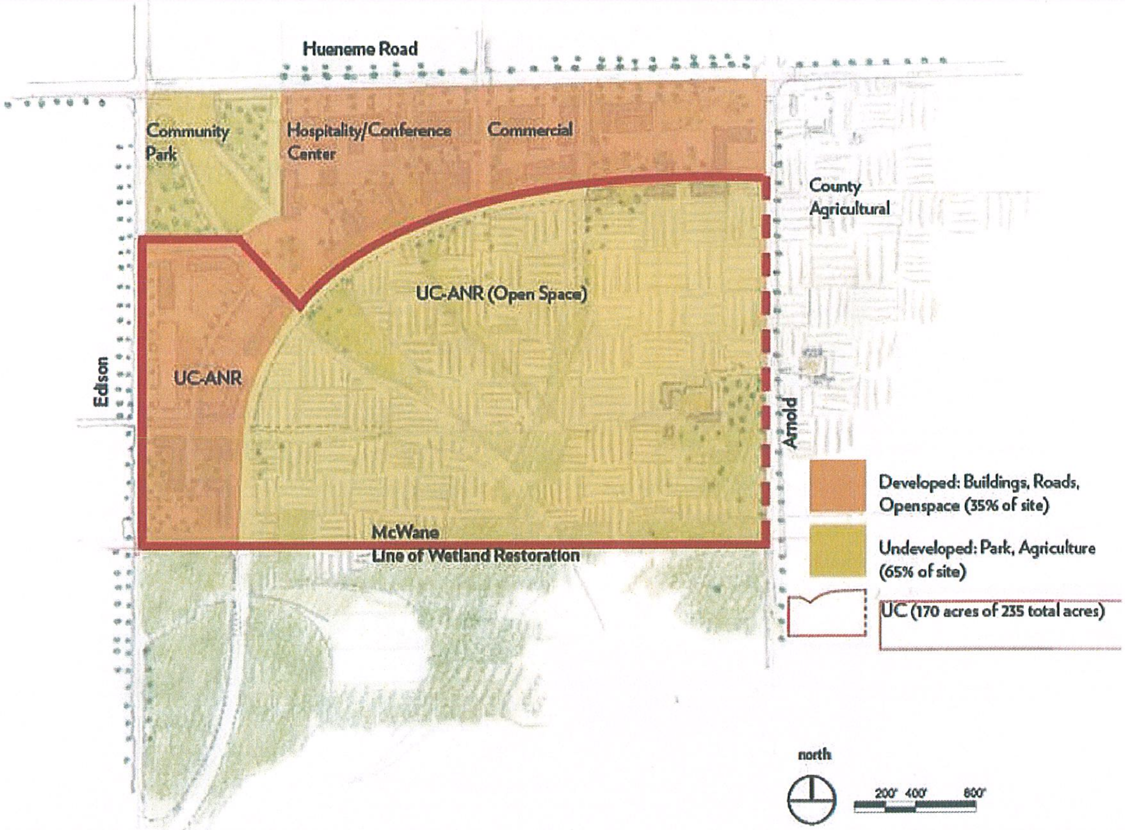
Height Overlay. All new structures and/or remodels are limited to six stories except in areas designated as Low Density Residential, Low-Medium Density Residential, Mobile Home Park, Airport Compatible, and areas subject to the Ventura County Harbor Public Works Plan which are limited by their respective development standards. All entitlements that

UC ANR PROPOSAL – Attachment 4



*UC-ANR: University of California - Agricultural Natural Resources

Crescent Plan Concept: Area Ratios



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ORMOND BEACH CONCEPT MASTER PLAN STUDY

October 21, 2014

AGENDA ITEM NO. E-1

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING VERNON STAPLES FOR TWENTY-NINE YEARS OF EXEMPLARY SERVICE TO THE PUBLIC WORKS DEPARTMENT

WHEREAS, Vernon Staples has given twenty-nine years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Vernon Staples began his career with the City of Oxnard as a Maintenance Worker Trainee on September 29, 1986; and

WHEREAS, Vernon Staples was promoted to Groundsworker I on March 20, 1988; Meter Repair Worker on October 3, 1988, and Air Conditioning Technician on May 15, 1989;

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

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend Vernon Staples for twenty-nine years of exemplary service to the City of Oxnard and extend best wishes for success in all of his future endeavors.

PASSED AND ADOPTED this 9th day of February, 2016 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

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

DATE: February 9, 2016

TO: City Council

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

SUBJECT: **Agreements for City Council Review**

CONTACT: Greg Nyhoff, City Manager
greg.nyhoff@ci.oxnard.ca.us, 385-7430

RECOMMENDATION

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

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

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

City Manager Contract List for 02/09/2016

Contracts from $25,000 to $250,000

A Agreement to Provide Services for the California Strawberry Festival

Vendor:	California Strawberry Festival	**Amount to be Approved:**	$41,000
Type:	Original Agreement	**Current FY Amount:**	$41,000
Agreement No.:	A-7862	**Total Contract Amount:**	$41,000
Amendment No.:	N/A	**Funding Source:**	100 percent funded by California Strawberry Festival upon City Council's approval
Purchase Order No.:		**Vendor Selection Process:**	Negotiated Contract
Begin Date:	05/20/2016	**# of Bidders:**	N/A
End Date:	05/24/2016	**Project Manager:**	Greg Barnes
Term:	5 days	**Department:**	Recreation and Community Services
		Telephone:	385-7993
		Email:	greg.barnes@ci.oxnard.ca.us

Purpose: This agreement will provide full cost recovery to City Corps for clean-up and recyclable services provided at the California Strawberry Festival on May 20 - 24, 2016, at College Park (3250 South Rose Avenue) in Oxnard. This event provides youth employment opportunities to approximately 44 youth between the ages of 14 ½ and 18 years old.

B Fifth Amendment to Attorney Services Agreement

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Vendor:	Brownstein Hyatt Farber Schreck, LLP	**Amount to be Approved:**	$180,000
Type:	Amendment	**Current FY Amount:**	$180,000
Agreement No.:	5373-11-CA	**Total Contract Amount:**	$930,000
Amendment No.:	5	**Funding Source:**	Enterprise Funds
Purchase Order No.:	3924	**Vendor Selection Process:**	Request for Qualifications (RFQ)
Begin Date:	01/31/2016	**# of Bidders:**	N/A
End Date:	01/31/2017	**Project Manager:**	Stephen M. Fischer
Term:	1 year	**Department:**	City Attorney
		Telephone:	385-7483
		Email:	stephen.fischer@ci.oxnard.ca.us

Purpose: Legal services primarily in connection with the GREAT Program, participation in regional water policy meetings and other development-related water issues.

The additional year extension is being requested based upon the approved but delayed recruitment of an Assistant City Attorney to focus on Utility Enterprises. Completion of that recruitment is expected to reduce the reliance on special counsel, and the City will issue a Request for Qualifications to provide, at a reduced level, for specialized legal services relating to water issues affecting the City.

The maximum permitted billing under the current agreement is $180,000 per year. Therefore, the requested extension, from January 31, 2016, through January 31, 2017, would increase the total compensation under the agreement by $180,000, for a total not to exceed amount of $930,000 over the entire agreement term (i.e., April 1, 2011 to January 31, 2017).

ATTACHMENT 1
PAGE 1 OF 2

City Manager Contract List for 02/09/2016

Contracts from $25,000 to $250,000

C Extend lease by Kingdom Center of City-owned property

Vendor:	The Kingdom Center	**Amount to be Approved:**	$12,000
Type:	Amendment	**Current FY Amount:**	$6,000
Agreement No.:	6652-14-HO	**Total Contract Amount:**	$34,000
Amendment No.:	2	**Funding Source:**	Revenue
Purchase Order No.:		**Vendor Selection Process:**	Negotiated Contract
Begin Date:	01/01/2016	**# of Bidders:**	N/A
End Date:	12/31/2016	**Project Manager:**	Karl Lawson
Term:	1 year	**Department:**	Housing Department
		Telephone:	385-8095
		Email:	karl.lawson@ci.oxnard.ca.us

Purpose: The Kingdom Center (TKC) is a non-profit organization that operates a year-round shelter for homeless women and children at 1450 South Rose Avenue, a city-owned facility which TKC has leased from the City for that purpose. This Second Amendment to the lease extends the rental agreement through December 31, 2016, at the same rental rate of $1000.00 per month which TKC has paid since 2014.

ATTACHMENT 1
PAGE 2 OF 2

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

DATE: February 9, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Cooperative Agreement 7845 with Caltrans for the Rice/Fifth Bridge Project Approval and Environmental Document (PA&ED)

CONTACT: Jason Samonte, Development Services
Jason.Samonte@ci.oxnard.ca.us, 385-7872

RECOMMENDATION

That City Council authorize the City Manager to sign Cooperative Agreement 7845 between the City and Caltrans for the completion of the Rice/Fifth bridge Project Approval & Environmental Document (PA&ED).

BACKGROUND

In the City's 2030 General Plan, the intersection of Rice Avenue and Fifth Street is proposed as grade separated, meaning Rice Avenue would be a bridge over Fifth Street at ultimate buildout. Before the project can be constructed it must first obtain environmental clearance from the California Environmental Quality Act (CEQA) of 1970. The City received $1,760,000 in funding from the Ventura County Transportation Commission (VCTC) to complete the CEQA process. The project is currently in the PA&ED Phase which includes a study of alternatives to the project, preliminary engineering, soil testing, environmental impact studies and reports, a public circulation and comment period of the document, and a recommended option. The PA&ED process is expected to take approximately 18 months.

The Agreement with Caltrans will obligate Caltrans to review and approve the PA&ED. After the PA&ED is completed and approved, Caltrans will be obligated to review and approve the project Plans, Specifications, and Estimate (PS&E). The PS&E are the engineering plans are used to construct the project. Caltrans will also be obligated to provide Right of Way Support, review and approval of Right of Way Capital. That phase of the project involves obtaining the right of way needed to construct the project. Caltrans will also be obligated to provide Construction Support, and review and approval for Construction Capital. The construction support phase of the project involves construction oversight and monitoring of any grant funds obtained for the project.

FINANCIAL IMPACT

The initial funding for the PA&ED Phase was provided by VCTC with a 12% match ($240,000) coming from the City's Circulation System Improvement Fund which has been appropriated to Project 133101. The total of these funds is sufficient to fully cover the cost of the PA&ED.

ATTACHMENTS

Attachment 1 - Cooperative Agreement

COOPERATIVE AGREEMENT COVER SHEET

Work Description

To construct grade separation at the intersection of 5th Street (SR-34) and Rice Avenue in the City of Oxnard

Contact Information

CALTRANS

Reza Fateh, Project Manager
100 S. Main Street, Suite 100
Los Angeles, CA 90012
Office Phone: (213) 897-8316
Fax Number: (213) 897-0648
Email: reza_fateh@dot.ca.gov

CITY OF OXNARD

Jason M. Samonte, City Traffic Engineer
214 S. C Street
Oxnard, CA 93030
Office Phone: (805) 385-7872
Fax Number: 8053857408
Email: jason.samonte@ci.oxnard.ca.us

Table of Contents

COOPERATIVE AGREEMENT

State Independent Quality Assurance

This AGREEMENT, effective on ________________________________, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Oxnard, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.

2. For the purpose of this AGREEMENT, *to construct grade separation at the intersection of 5th Street (SR-34) and Rice Avenue in the City of Oxnard* will be referred to hereinafter as PROJECT. The project scope of work is defined in the PROJECT initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).

3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:

   - Project Approval and Environmental Document (PA&ED)
   - Plans, Specifications, and Estimate (PS&E)
   - Right of Way Support (R/W SUPPORT)
   - Right of Way Capital (R/W CAPITAL)
   - CONSTRUCTION SUPPORT
   - CONSTRUCTION CAPITAL

4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.

5. The following work associated with this PROJECT has been completed or is in progress:

   - CITY completed the Project Initiation Document (Cooperative Agreement No. 5051).

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

Sponsorship

8. CITY is the SPONSOR for the PROJECT COMPONENTS in this AGREEMENT.

Funding

9. The OBLIGATIONS do not use funds administered by CALTRANS. PARTNERS will amend this AGREEMENT should this condition change.

10. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT.

11. Each PARTNER is responsible for the costs they incur in performing the OBLIGATIONS of this AGREEMENT unless otherwise stated in this AGREEMENT.

Implementing Agency

12. CITY is the IMPLEMENTING AGENCY for PA&ED.

13. CITY is the IMPLEMENTING AGENCY for PS&E.

14. CITY is the IMPLEMENTING AGENCY for RIGHT OF WAY.

15. CITY is the IMPLEMENTING AGENCY for CONSTRUCTION.

16. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The Quality Management Plan describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The Quality Management Plan is subject to CALTRANS review and approval.

17. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

Independent Quality Assurance

18. CALTRANS will provide Independent Quality Assurance for the portions of WORK within the existing and proposed SHS right-of-way.

CALTRANS' Independent Quality Assurance efforts are to ensure that CITY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. Independent Quality Assurance does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another party.

When CALTRANS performs Independent Quality Assurance it does so for its own benefit. No one can assign liability to CALTRANS due to its Independent Quality Assurance.

Environmental Document Quality Control (EDQC) Program

19. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

CEQA/NEPA Lead Agency

20. CALTRANS is the CEQA Lead Agency for the PROJECT.

21. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

22. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.

23. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

24. The PROJECT requires the following environmental requirements/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
State Waste Discharge Requirements (Porter Cologne), Regional Water Quality Control Board
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board
Air Quality Permits
Local Agency Concurrence/Permit

Project Approval and Environmental Document (PA&ED)

25. As IMPLEMENTING AGENCY for PA&ED, CITY is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

26. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
165.15.15.xx Section 7 Consultation
165.25.25 Approval to Circulate Resolution
175.20 Project Preferred Alternative
180.10.05 Approved Final Environmental Document
180.15.05 Record of Decision (NEPA)
180.15.10 Notice of Determination (CEQA)

27. Any PARTNER preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

28. CALTRANS will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.

29. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS' standards that apply to the CEQA process.

30. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.

31. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.

32. CITY will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

33. CALTRANS will attend all CEQA-related public meetings.

34. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

    That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

    The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

35. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

    CALTRANS, as the NEPA lead agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

    When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

    When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

36. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at www.fhwa.dot.gov/hep/index.htm) and the CALTRANS Standard Environmental Reference.

37. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.

38. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

    CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

39. CALTRANS will attend all NEPA-related public meetings.

40. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.

41. If a PARTNER who is not the NEPA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the NEPA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

    That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the NEPA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

    The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

42. As IMPLEMENTING AGENCY for PS&E, CITY is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

43. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

    CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

Right of Way (R/W)

44. As IMPLEMENTING AGENCY for R/W, CITY is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

45. The selection of R/W personnel and WORK within the completed PROJECT's SHS right-of-way will be performed in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

46. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

47. CITY will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

48. CITY will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

49. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

50. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right-of-way activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

    CITY will submit a draft Right of Way Certification document to CALTRANS six (6) weeks prior to the scheduled Right of Way Certification milestone date for review.

    CITY will submit a final Right of Way certification document to CALTRANS for approval 30 days prior to the Certification milestone date.

51. Physical and legal possession of right-of-way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.

52. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

53. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.

Construction

54. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

55. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
285.05.15.xx Change Order Review & Approval as required in this Agreement
270.20.45.xx SWPPP/WPCP Review & Approval

56. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

57. Caltrans will not issue an Encroachment Permit for construction work until CALTRANS accepts:

- The final plans, specifications, and estimate package
- The Right of Way Certification
- The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

58. CITY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

59. CITY will provide a landscape architect who will be responsible for all landscaping activities within the SHS.

60. CALTRANS will review and approve:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

- The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

61. If CONSTRUCTION CAPITAL is funded with state or federal funds then CITY will administer and process all construction contract claims using a CALTRANS-approved process. CALTRANS will provide Independent Quality Assurance for the claims process.

62. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

63. CITY is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.

64. CITY will submit a written request to CALTRANS for any Department Furnished Material (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the construction start of work. CITY will submit a written request to CALTRANS for any additional Department Furnished Materials deemed necessary during the PROJECT construction.

    CALTRANS will make the Department Furnished Materials available at a CALTRANS-designated location.

65. The cost of DFM is a CONSTRUCTION CAPITAL cost.

66. The Quality Management Plan will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection Quality Management Plan is subject to review and approval by the State Materials Engineer.

67. As IMPLEMENTING AGENCY for construction, CITY is responsible for maintenance of the State Highway System within the PROJECT limits as part of the construction contract.

68. PARTNERS will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATION until a maintenance agreement is executed.

69. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY shall furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed..

70. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the SHS right-of-way.

Schedule

71. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

Additional Provisions

72. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.

73. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.

74. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.

75. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.

76. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, and utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT shall prevail.

77. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the PROJECT COMPONENT WORK.

78. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.

79. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

    PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

80. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.

81. If HM-1 or HM-2 is found during a PROJECT COMPONENT, the IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

82. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.

83. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right-of-way. CITY will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule.

    CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right-of-way.

84. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.

85. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

86. CITY will accept, reject, compromise, settle, or litigate claims of any non-AGREEMENT parties hired to complete OBLIGATIONS.

87. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on the claim.

88. If the PROJECT expends state or federal funds, each PARTNER will comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTNERS will ensure that any for-profit party hired to participate in the OBLIGATIONS will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the PROJECT these principles and requirements apply to all funding types included in this AGREEMENT.

89. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

90. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

91. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

92. If the PROJECT expends state or federal funds, each PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.

93. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.

94. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

95. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.

96. Fines, interest, or penalties levied against a PARTNER will be paid by the PARTNER whose action or lack of action caused the levy.

97. If there are insufficient funds available in this AGREEMENT to place PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.

    That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

98. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.

    Each PARTNER may request reimbursement for these costs during the amendment process.

99. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on SHS within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

100. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

101. All CALTRANS' OBLIGATIONS under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.

102. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

103. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

104. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

105. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

106. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

108. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.

109. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

111. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

112. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.

113. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.

114. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.

115. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

116. PARTNERS agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

117. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS. The requirements of this agreement shall preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

INVOICING AND PAYMENT

118. If CITY has received EFT certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

Project Approval and Environmental Document (PA&ED)

119. No invoicing or reimbursement will occur for the PA&ED PROJECT COMPONENT.

Plans, Specifications, and Estimate (PS&E)

120. No invoicing or reimbursement will occur for the PS&E PROJECT COMPONENT.

Right of Way Support (R/W SUPPORT)

121. No invoicing or reimbursement will occur for the R/W SUPPORT PROJECT COMPONENT.

Right of Way Capital (R/W CAPITAL)

122. No invoicing or reimbursement will occur for the R/W CAPITAL PROJECT COMPONENT.

CONSTRUCTION SUPPORT

123. No invoicing or reimbursement will occur for the CONSTRUCTION SUPPORT PROJECT COMPONENT.

CONSTRUCTION CAPITAL

Department Furnished Materials (DFM)

124. CALTRANS will invoice and CITY will reimburse for actual costs.

DEFINITIONS

AGREEMENT – This agreement including any attachments, exhibits, and amendments.

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at http://www.dot.ca.gov/hq/projmgmt/guidance.htm.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

CONSTRUCTION – See PROJECT COMPONENT.

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

DFM (Department Furnished Materials) – Construction materials or equipment supplied by CALTRANS. DFM was previously referred to as State Furnished Materials (SFM).

EDQC (Environmental Document Quality Control) - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA requirements.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits funds in this AGREEMENT to fulfill OBLIGATIONS. A FUNDING PARTNER accepts the responsibility to provide the funds it commits in this Agreement.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See http://www.fasab.gov/accepted.html.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – CALTRANS' efforts to ensure that another PARTNER's quality assurance activities are in accordance with the applicable standards and the PROJECT's Quality Management Plan (QMP). When CALTRANS performs Independent Quality Assurance it does not develop, produce, validate, verify, re-check, or quality control another PARTNER's work products.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATIONS – All WORK responsibilities and their associated costs.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT

PARTNER – Any individual signatory party to this AGREEMENT.

PARTNERS – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- PID (Project Initiation Document) – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- PA&ED (Project Approval and Environmental Document) – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- PS&E (Plans, Specifications, and Estimate) – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- R/W (Right of Way) –The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - R/W (Right of Way) SUPPORT –The work required to obtain all property interests for the PROJECT.
  - R/W (Right of Way) CAPITAL – The funds for acquisition of property rights for the PROJECT.
- CONSTRUCTION – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - CONSTRUCTION SUPPORT – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - CONSTRUCTION CAPITAL – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT's execution and control throughout that project's lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SHS (State Highway System) – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

SIGNATURES

PARTNERS are empowered by California Streets and Highways Code section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

____
Carrie L. Bowen
District 07 Director

Certified as to funds:

____
Paul Kwong
District Budget Manager

CITY OF OXNARD

____
Greg Nyhoff
City Manager

Attest:

____
Daniel Martinez
City Clerk

Approved as to form and procedure:

____
Stephen M. Fischer
Interim City Attorney

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTNERS complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

   YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by CITY?

   YES / NO

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

   YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

   YES / NO

5. Did PARTNERS complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

   YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTNERS agree that they have completed all scope, cost, and schedule commitments included in Agreement 07-5065 and any amendments to the agreement.

The final signature date on this document terminates Agreement 07-5065 except survival articles.

All survival articles in Agreement 07-5065 will remain in effect until expired by law, terminated or modified in writing by PARTNER's mutual agreement, whichever occurs earlier.

The people signing this Agreement have the authority to do so on behalf of their public agencies.

CALTRANS

Name:

District 07 Director

Date: ______________________

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

Name:

District Budget Manager

CITY OF OXNARD

Name:

City Manager

Date: ______________________

(Created)

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

DATE: February 9, 2016

TO: City Council

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

FROM: Bryan Brice, Fire Chief

SUBJECT: Funding of Three Replacement Vehicles from CUPA Capital Equipment Fund

CONTACT: Amy Vanatta, Fire Department
Amy.Vanatta@ci.oxnard.ca.us, 385-8369

RECOMMENDATION

That City Council appropriate $86,137 from the CUPA Capital Equipment Fund 373 fund balance for the purchase and outfitting of three vehicles for the Certified Unified Program Agency (CUPA) inspectors.

BACKGROUND

Californians are protected from hazardous waste and materials by a Unified Program that ensures consistency throughout the state in regard to administrative requirements, permits, inspections, and enforcement. CalEPA oversees the program as a whole, and certifies 83 local government agencies known as Certified Unified Program Agencies (CUPA) to implement the hazardous waste and materials standards set by five different state agencies. The Oxnard Fire Department is the local administrator for the CUPA program that conducts inspections and provides oversight for businesses that store hazardous materials and generates hazardous waste.

Through the administration of requirements, permits, inspections and enforcement processes, revenue is generated from penalties, fines or from legal action. These funds are regulated by the State of California and can be spent on equipment and training for program activities.

Currently the CUPA division has three vehicles that require replacement per the City of Oxnard's replacement policy. One of the vehicles has already been sent to auction due to its condition; the other two remaining vehicles have high mileage (over 120,000) and are close to 15 years old. Their age and mileage are requiring more regular repairs and are impacting the budget. The vehicles are used by the inspectors to conduct inspections, or when responding to hazardous materials emergencies to assist fire crews. The use of the CUPA funds for the replacement of these vehicles is an allowable expense per California Health and Safety Code 25404.1.1(i):

All administrative penalties collected from actions brought by a UPA pursuant to this section shall be paid to the UPA that imposed the penalty, and shall be deposited into a special account that shall be expended to fund the activities of the UPA in enforcing this chapter.

CUPA has worked with Fleet Services to select the 2015 Ford C-Max Hybrid to be purchased as the replacement vehicle. The cost for three (3) Ford C-Max Hybrid vehicles is $81,137. The vehicles that will be purchased are stock vehicles and will require some additional outfitting of fire radios and miscellaneous equipment. It is anticipated that this additional outfitting will not exceed $5,000, bringing the total requested appropriation to $86,137.

FINANCIAL IMPACT

Funding in the amount of $86,137 is available from CUPA Capital Equipment Fund Balance for the purchase of three replacement vehicles for CUPA inspectors.

ATTACHMENTS

#1 Budget Appropriation

#2 Oxnard Fire Department CUPA Enforcement Trust Fund Account Policy Guidelines

REQUEST FOR BUDGET APPROPRIATION

Department: Fire **Date:** February 2, 2016

Project/Program Manager: Sergio Martinez **Phone:** 385-7720

Reason for Appropriation:

For purchase of 3 Inspector Vehicles for CUPA Program

Accounts and Descriptions		**AMOUNT**
Fund: CUPA Capital Equipment Fund (373)		
Expenditures/Transfers Out		
CUPA PROGRAM (2205)		
373-2205-871-8606	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	86,137
	Sub-total Expenditures	**86,137**
	Net Change to Fund Balance	**(86,137)**

Approvals

Department Director ____________________

Chief Financial Officer Joseph [signature]

City Manager ____________________

ATTACHMENT 1
Page 1 of 1

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

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Oxnard Fire Department
Certified Unified Program Agency

Enforcement Trust Fund Account Policy and Guidelines

March 2010

"The Fund serves to foster and assist the City of Oxnard Fire Department Certified Unified Program Agency (CUPA) in program development, training, and other program functions".

1. **PURPOSE OF GUIDELINES**

    1.1. **Creation of Trust Account**. The Oxnard Fire Certified Unified Program Agency (CUPA) (OFD) hereby establishes the Enforcement Trust Account to be administered by the OFD.

    1.2. **Purpose of Guidelines**. These Fund Guidelines govern management of the Enforcement Trust Account Fund for expenditures outlines below.

    1.3. **Authority**. Administrative Enforcement Order (AEO) Authority and issuance of administrative penalties and establishment of a special account. California Health & Safety code, Section 25404.1.1 (i) and 25187 (a) and (k).

2. **OBJECTIVES AND PURPOSES**

    2.1 **General and Specific Purposes**. This Trust Account has been organized solely and exclusively for the purpose of CUPA program development and specific program functions.

ATTACHMENT 2
Page 1 of 3

3. **TRUST FUND**

3.1 **Definition**. The Fund is established to disburse and manage monies obtained from AEO case settlements and other state-wide enforcement cases.

3.2 **Fund**. The Fund shall be held exclusively by an account established by the OFD CUPA and managed by the CUPA Coordinator. The Fund shall also include all interest derived from monies in the Fund.

4. **EXPENDITURES FROM THE TRUST FUND** Proposed expenditures shall be authorized and approved by the CUPA Coordinator. The following is a list of examples of qualified expenditures:

Qualified Expenditure	Examples
Enhancement in data management hardware, contract services, and/or enforcement capabilities	Laptop, field tablets, scanners, software, and contract services to convert from paper to electronic (scanning and data entry), purchase of applicable software for electronic data management.
Specific database applications	Statewide training database
Field instrument for hazardous materials applications, hazardous materials applications, investigations, and enforcement	IR's, CGI's, PID's, gas meters, TLV's or other equipment that will assist inspectors/emergency responders in evaluating field situations.
Training	Travel and other related expenses for staff training.
Enforcement investigations/case development	Case specific such as sample collection, and laboratory analysis
Other equipment to support the CUPA program	Vehicles, PPE, and others
Training assistance, projects or efforts with other Division/departments to enhance interagency cooperation	Travel and other related expenses for Fire Prevention and other departments such as wastewater and environmental services (assist in obtaining scholarships).
Consultants	Develop program related projects

ATTACHMENT 2
Page 2 of 3

5. **MISCELLANEOUS**

   5.1 **Expenses of Administration** All expenses incurred in the administration of the Fund shall be paid from the Fund.

6. **RECORDS AND FILES** The CUPA Coordinator shall maintain a copy of all expenditure records, receipts, correspondence, and any other records and files related to the Fund. All records shall be maintained indefinitely.

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

DATE: February 9, 2016

TO: City Council

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

FROM: Terrel Harrison, Recreation Supervisor For TH

SUBJECT: Ventura County Area Agency Aging Senior Nutrition Program

CONTACT: Terrel Harrison, Recreation & Community Services
Terrel.Harrison@ci.oxnard.ca.us, 385-8101

RECOMMENDATION

That City Council adopt a resolution authorizing the City Manager or his designee to submit an application for $97,056.25 in Ventura County Area Agency on Aging Older Senior Nutrition Program grant funds, to be used for the Senior Nutrition Grant Program.

BACKGROUND

The City of Oxnard operates three senior centers distributed throughout the city. We propose to serve 9,335 Congregate Meals at two of these locations through the Nutrition Program. Through an M.O.U. we have with Food Share we also expect to deliver 23,795 meals to home-bound seniors. Nutrition services means the procurement, preparation, transport, and service of meals in both congregate settings and in seniors' homes. Senior Nutrition Services also includes outreach, client assessments (for home-delivered meals), monthly program reporting and fiscal administration. The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education and related supportive services to persons aged 60 years and older. Funding for these services is provided through the Older Americans Act, Title IIIC.

FINANCIAL IMPACT

If the grant is awarded, staff will return to Council to recognize the grant award and appropriate matching funds. The City would then recognize the Ventura County Area Agency on Aging Older American Act Senior Nutrition Program grant of $97,056.25, along with the proposed City contribution of 10% in-kind match which is provided through the use of a City-owned facility. The 10% in-kind match will be met by permitting the program to use the City-owned facility.

ATTACHMENTS

Attachment #1: Resolution Approving Submittal of Grant Application
Attachment #2: Grant Application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No. sets out the procedure by which City Staff may submit grant applications, following approval of the City Council; and

WHEREAS, the Recreation and Community Services Department has requested that City Council approve the submittal of an application to the Ventura County Area Agency for $97,056.25 in the Senior Nutrition Program Grant to be used for the Senior Nutrition Program, and

NOW, THEREFORE, the City Council of the City of Oxnard resolves:
To approve the submittal of a grant application by the Interim Recreation Superintendent for the Ventura County Area Agency on Aging Senior Nutrition Program Grant. The Council further resolves that the Interim Recreation Coordinator or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Interim Recreation Superintendent or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 9th day of February, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Stephen M. Fischer, Interim City Attorney

Attachment #1
Page 1 of 1

ATTACHMENT A – APPLICATION FORM

VENTURA COUNTY AREA AGENCY ON AGING
OLDER AMERICANS ACT GRANT APPLICATION
SENIOR NUTRITION PROGRAM
PROJECT YEAR: JULY 1, 2016 - JUNE 30, 2017
(RENEWABLE FOR FY 2017-18, 2018-19 AND 2019-2020)

Applications submitted in response to this RFP for Senior Nutrition Program services must be submitted to the following address no later than **4:00 p.m., Friday, February 12, 2016.**

Ventura County Area Agency on Aging
Attn: Marleen Canniff, Grants Administrator
646 County Square Drive, Suite 100
Ventura, CA 93003

Note: Applicants may apply for the following Senior Nutrition Program Services on the same application as well as new and innovative ways to provide nutrition services to older individuals. This application is submitted for the following nutrition service(s):

☐ (a) Food & Non-Food Procurement and Local Food Storage and Delivery*

☐ (b) Congregate Meal Services (C-1)

☐ (c) Home-Delivered Meal Services (C-2)

Currently provided by Jordano's Foodservice, a Division of Jordano's Inc.

Application Checklist: Each application must include the items listed below. Please check the box to confirm that your completed application packet contains all items.

Two (2) original sets of the following are required to be submitted:

- ☐ Completed Application with Original Signatures Full Description of Proposed Program
- ☐ Audited Financial Statements or Single Audit (past three years for new applicants; past year for existing contractor)
- ☐ Completed Proposal Budget with Original Signatures (Attachment B)
- ☐ Sample Menus (if applicable)
- ☐ Pricelist [only if applying for (a)]

One (1) original set of the following:

- ☐ Three Letters of Support for the Proposed Project
- ☐ Legal Governing Body Resolution authorizing the submittal of this application
- ☐ List of Board of Directors/Legal Governing Body
- ☐ Current Organizational Chart
- ☐ Articles of Incorporation
- ☐ Current Proof of Ownership/Lease Agreements for all Project Sites
- ☐ Current Business License(s)
- ☐ All Pertinent MOUs and Sub-Contracts (Application will be accepted without these documents and may be requested as a contract contingency if awarded the contract)
- ☐ Current Certificate of Insurance

☐ Current Fire, Health and Building Certificates

Note: Applicants are urged to be as detailed and specific as possible about how they will operate the Senior Nutrition Program. Information should be presented as a narrative with headings taken directly from the RFP. Sections that do not apply to your specific project should be indicated with *"Not Applicable."* Applicants must clearly mark any portion(s) of a proposal that contains proprietary information but may not mark the entire proposal as proprietary. If a proposal is successful and the VCAAA receives a request to view or copy a proposal, the VCAAA shall respond in accordance with public disclosure procedures. However, if any information is marked as proprietary in the proposal, VCAAA shall not make that portion available without giving the applicant an opportunity to seek a court order preventing disclosure. All applications must be accompanied by a proposed project budget that describes project costs and funding sources including Older American Act (OAA) grant funds, match requirements, and estimated program income (fundraisers and donations).

1. REQUIRED INFORMATION:

Applicant: ______________________________

Address: ______________________________

Project Address: ______________________________

Contact Person: ____________________ Title: ____________

Telephone: ____________________ Fax: ____________

E-Mail Address: ______________________________

Agency Type: ☐ Public Agency ☐ Private Nonprofit ☐ Private For-Profit		
Date of Incorporation: MM/DD/YYYY	Corporation Number: Example: X00000XX0000XXX-000000	Taxpayer ID Number: Example: 00-0000000

Authorization to Submit Proposal

This proposal is authorized for submission by the governing body of the applicant agency(s). The undersigned is aware of all pertinent conditions and specifications affecting the provision of meals and services and all relevant terms and conditions stated in the request for proposal.

____
Print or Type Name and Title

____
Authorized Signature and Date

2. SERVICE REGIONS

Which service region(s) does your project propose to serve? Check all that apply.

- ☐ Camarillo, Somis, Santa Rosa Valley
- ☐ Fillmore
- ☐ Moorpark
- ☐ Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach
- ☐ Port Hueneme
- ☐ Santa Paula
- ☐ Simi Valley
- ☐ Ventura, Saticoy, Montalvo
- ☐ Thousand Oaks, Newbury Park
- ☐ Ojai Valley
- ☐ Piru, Rancho Sespe
- ☐ All (includes the entire county)

3. SERVICE COMPONENTS

(3.1) **Food & Non-Food Procurement and Local Food Storage & Delivery** – Are you applying to procure and furnish all food and safely and efficiently package all food and non-food supplies for Ventura County's Senior Nutrition Programs and to provide local storage and delivery of prepared meals?

- ☐ Yes – [answer 3.1 (a-g)]
- ☐ No – [skip to 3.2]

IF SO:

a. Describe your project, including how the meals will be transported to meal site(s), to a local, temperature controlled warehouse, and/or to home-delivered meal participants.

Answer:

b. Describe your organization's capacity to receive, store, and distribute meals.

Answer:

c. What are your hours of operation?

Answer:

d. How quickly can your organization deliver food once an order for food is placed?

Answer:

e. Describe how you would remedy an order for food that was not delivered at the pre-arranged day and time.

Answer:

f. Please provide sample menus and the nutritional information of the meals, including specialty meals that are low-sodium and or diabetic-friendly.

g. Please provide pricelist for items to be supplied.

(3.2) **Congregate (C-1) and Home-Delivered (C-2) Nutrition Services** – Are you applying to provide Congregate and/or Home-Delivered Meal Services?

☐ Congregate Meal Services – [answer 3.3A (a-d) below]
☐ Home-Delivered Meal Operation – [answer 3.3B (a-e) below]
☐ Both – [answer 3.3A (a-d) and 3.3B (a-e) below]

(A) IF SO – Congregate Meal Services:

a. Describe your project, including the type of meal service and setting.

Answer:

b. Do you utilize a reservation system?

Answer:

c. How many meal sites do you propose to operate?

Answer:

d. How will you track and report eligible and ineligible meals?

Answer:

(B) IF SO – Home-Delivered Meal Services:

a. Describe your project including meal types (hot daily, frozen weekly, pick-up, etc.).

Answer:

b. How will the meals be transported?

Answer:

c. Who will do the required assessments?

Answer:

d. How will you ensure that only eligible participants receive home-delivered meals?

Answer:

e. Describe how you will refer clients to other services?

Answer:

4. SERVICE PROPOSAL

(4.1) Projected Meals – Please complete the following table (required for all components of the program).

- For entities applying for only the Food Procurement Option and/or Local Food Storage and Delivery Option, please complete column (D) only.
- Applicants for Congregate and/or Home-Delivered Nutrition Services are required to complete columns (B), (C), and (D).

(The service regions filled in by applicants on this chart must agree with the Service Regions checked on Question #2 of this application.)

A		B	C	D
#	Service Region	Proposed # of Congregate Meals (C-1)	Proposed # of Home-Delivered Meals (C-2)	Proposed # of Total Annual Contractor Meals
1	Camarillo, Somis, Santa Rosa Valley			
2	Fillmore			
3*	Moorpark			
4	Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach & Silverstrand			
5*	Port Hueneme			
6*	Santa Paula			
7	Simi Valley			
8	Ventura, Saticoy, Montalvo			
9	Thousand Oaks, Newbury Park			
10	Ojai			
11*	Piru & Rancho Sespe			
12	All			
	Totals:			

FY2016-17 Projected Funding for Meal Service	
*Minimally Funded SNP Regions	$79,808
Non-Minimally Funded SNP Regions	$442,610
Total Meal Service Funding Available:	$522,418

FY2016-17 Projected Funding for Food & Non-Food Procurement	
Food & Non-Food Procurement and Local Food Storage and Delivery	$679,808

**Minimally Funded SNP Regions*

A minimum baseline funding of $21,282 will be allocated to senior nutrition programing in the smaller communities of Moorpark, Santa Paula, and Piru, because they must remain viable to serve hot meals daily; and $15,962 will be allocated for programs offering only frozen, home-delivered meals and no congregate meals. This minimum funding is to ensure the availability and viability of the Senior Nutrition Program communities countywide.

Non-Minimally Funded SNP Regions
The remaining funds will be distributed to the larger sites based on the number of meals those sites propose to serve, funding congregate (C-1) at $2.75 per meal and HDM (C-2) at $3.00 per meal. Preference will go to Contractors/Vendors that can provide both congregate and home-delivered meals.

(4.2) A limited funding amount is available for Older Americans Act programs (as projected in the chart above, titled FY2016-17 Projected Funding for Meal Service).

a. Describe how your agency will deal with demands for service that exceed proposed and restricted service levels.

Answer:

b. How will you determine who is wait listed for meals and who receives priority?

Answer:

5. MEAL SITE PROJECT PERSONNEL CAPACITY

(5.1) Briefly summarize your agency's history and experience in operating large, publicly funded food service programs for each service component you are applying.

Answer:

(5.2) Program Staff and Volunteers – Describe how the project favors employing the elderly. Provide a list of project staff positions and volunteers that includes position title, area of responsibility and estimated number of hours dedicated to the project. Please identify bilingual positions/persons.

Answer:

(5.3) Staff and Volunteer Training: Describe how your agency will ensure that staff and volunteers are oriented and trained to have the appropriate skills to carry out the requirements of their positions.

Answer:

(5.4) Project Sites/Buildings – List the addresses for all physical locations to be used by your project. Describe the signage that you propose? What are your hours of operation?

Answer:

(5.5) Project Vehicles – Describe all of the vehicles to be used by your project.

Answer:

(5.6) Emergency Contact Person – Please provide the name and contact information of the person responsible in the event of an emergency.

Answer:

6. FUNDING

(6.1) Fiscal Management – Briefly describe the fiscal management procedures employed by your organization (payroll, in-kind calculations, mileage reimbursement, accounts payable, etc.)

Answer:

(6.2) Indicate Yes or No for each of the following:

		YES	NO*
1.	A detailed budget of revenue and expenses is adopted officially each year by the agency's governing body.	☐	☐
2.	Has your agency had a recent audit?	☐	☐
3.	Does your agency use accounting software?	☐	☐
4.	Agency practice allows the financial participation of persons served through confidential donations.	☐	☐
5.	Agency has a written plan for the confidentially collection of participant donations and the sound handling thereof.	☐	☐
6.	Agency actively seeks alternative funding.	☐	☐

*Explain any items marked "No":

(6.1) Fiscal Management – Please provide the name, phone number and e-mail address of the person responsible for fiscal reporting for the project:

Name:	
Title:	
Phone Number:	
Email Address:	

(6.2) Match Requirement – Please describe the source(s) of funds for the required 10% match.

Answer:

7. PROCUREMENT

(7.1) a. Describe your project policies for procurement of food, supplies and equipment.

b. Does your project have procurement policy in place that favors products with recycled content and renewable materials?

Answer:

8. GRANT ADMINISTRATION

(8.1) Who is responsible for the administration of the grant?

Answer:

(8.2) Who is responsible for monthly reporting requirements, eligibility assessments, staff and volunteer supervision and training, and program purchases?

Answer:

9. NUTRITION-RELATED SUPPORTIVE SERVICES

(9.1) Will your project employ any subcontractors? If yes, please list the organization name and contract information. If not, answer N/A.

Answer:

(9.2) Describe how you intend to refer Senior Nutrition clients for other services?

Answer:

(9.3) Describe your process for providing second, weekend, and emergency meals.

Answer:

10. OUTREACH AND MARKETING TO TARGET POPULATIONS

(10.1) Please describe how your program will serve those with the greatest social and economic need.

Answer:

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

DATE: February 9, 2016

TO: City Council

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

FROM: Joseph Lillio, Chief Financial Officer
Finance Department

SUBJECT: Fiscal Year 2015-16 Mid-Year Budget Update

CONTACT: Beth Vo, Budget Manager
beth.vo@ci.oxnard.ca.us, 385-7475

RECOMMENDATION

That City Council:
1. Receive Fiscal Year 2015-16 Mid-Year General Fund Budget Update; and
2. Approve the budget adjustments and appropriations to Fiscal Year 2015-16 and
3. Approve the Staff recommendation for temporary and permanent staffing needs of the Finance Department.

BACKGROUND

On June 23, 2015, City Council adopted the Fiscal Year (FY) 2015/2016 budget in the amount of $359.4 million, which included a $115.2 million General Fund budget. Additionally, $12.8 million in reductions to the General Fund were also adopted.

Table 1: FY 15/16 General Fund Budget Reduction Goals

Budget Reduction Goal	Total Amount
Eliminate Vacant Positions	$4.2 million
Dept. Budget Reductions	$4.4 million
* . Capital Outlay Allocation	($ .4million)
Departmental Efficiency savings goal	$ .6 million
Employee Concessions	$4.0 million
Total Budget Reduction Goals:	**$12.8 million**

$400k Allocation to purchase public safety vehicles & IT related purchases

Table 1 above illustrates that the budget reduction goals included \$8.6 million in departmental and vacancy reductions, a departmental efficiency savings goal in the amount of \$600,000, and \$4 million reduction goal to be achieved through employee concessions. It also includes a \$400,000 budget allocation for critical capital asset replacement. At the November 17, 2015 1st Quarter Budget Update, Council was informed that the labor negotiations would likely not be completed in time to achieve the \$4 Million savings anticipated. Consequently, Council approved an alternative plan using a combination of one-time revenue and one-time expenditure reduction strategies in order to achieve the \$4 million dollars in savings needed to balance this year's budget while allowing the labor negotiation process to continue.

MID-YEAR BUDGET UPDATE:

At mid-year of this fiscal year, the revenues are projected to be \$3.9 million higher than the adopted FY 15/16 budget, for a total estimated year-end of \$119.1 million vs. the \$115.2 million in the FY 15/16 adopted budget. The increase in revenues results primarily from receipt of a one-time payment of \$3.5 million from the Successor Agency to repay redevelopment project area formation loans (See Table 2 below). There is a 2% decrease in sales tax from the last quarter caused by a drop in fuel prices and a drop in fees and charges caused by service level reductions. Less development activity than anticipated will also reduce reserves. However, estimated increases in property tax (+2%) and transient occupancy tax (+9%) offset the decrease in sales tax and fees.

TABLE 2: FY2015-2016 GENERAL FUND REVENUE MID-YEAR UPDATE

REVENUE	FY 15/16 ADOPTED BUDGET	ESTIMATED YEAR END FY 15/16 BUDGET	+/- $ VARIANCE	+/- % CHANGE
Property Tax	46.6	47.6	1	2%
Sales Tax	27.2	26.6	-0.6	-2%
Other Fees & Charges	19	18.9	-0.1	-1%
Service Fees & Charges	7.1	6.7	-0.4	-6%
Business License Tax	5.5	5.2	-0.3	-5%
Transient Occupancy Tax	4.3	4.7	0.4	9%
Franchises	3.3	3.6	0.3	9%
Fines & Forfeitures	2.2	2.3	0.1	5%
One-Time Successor Agency Loan Payment	0	3.5	3.5	
TOTAL REVENUE	**115.2**	**119.1**	**3.9**	

The General Fund expenditures are projected to be $2.2 million higher than the adopted FY 15/16 budget, for a total estimated year-end of $117.4 million vs. the $115.2 million in the FY 15/16 adopted budget (see Table 3 below).

The changes in expenditures are attributable to three primary factors. Departmental budgets are dropping because efficiency savings initially estimated in the Non-departmental category and gap closing spending reductions have been allocated to departments. In addition, employee concession savings initially estimated in the Non-departmental category have been removed, increasing net expenditures by $4 million in that category. Finally expenditures funded from the one-time payment from the Successor Agency totaling about $1.1 million have been added, partly adding to the increase caused by allocating efficiency savings and removing concession savings.

TABLE 3: FY2015-2016 GENERAL FUND EXPENDITURE MID-YEAR UPDATE

EXPENDITURE BY DEPARTMENT	FY 15/16 ADOPTED BUDGET	FY 15/16 REVISED BUDGET	ESTIMATED YEAR END FY 15/16 ACTUALS	+/- $ VARIANCE	+/- % CHANGE OF ADOPTED TO ESTIMATED ACTUALS
Police	52.7	52.0	52.3	-0.4	-1%
Fire	15.4	15.2	14.9	-0.5	-3%
Development Services	7.4	7.1	7.1	-0.3	-4%
General Services	9.5	9.3	8.8	-0.7	-7%
Library	4.3	4.2	4.2	-0.1	-2%
Recreation	4.8	4.5	4.4	-0.4	-9%
Other Departments	14.2	13.9	13.8	-0.4	-3%
Non-Departmental	6.9	11.8	11.9	5.0	71%
TOTAL EXPENDITURES	**115.2**	**117.9**	**117.4**	**2.2**	

ITEMS NOT INCLUDED IN THE MID-YEAR ESTIMATE:

There are several critical studies and audits underway that will affect the FY 15/16 budget projections. These include: (1) the indirect cost allocation plan, (2) the City-wide fee and cost recovery study, (3) the review of the internal service funds allocation, and (4) the budget, boundary, and levy audits of the Maintenance Assessment Districts. The outcome of these studies and audits will result in a combination of new expenses and new revenues that will affect the General Fund projections, including potential impacts to the General Fund balance.

The General Fund mid-year update of expected year-end actuals estimates an ending fund balance of $14.6 million, $1.7 million higher than the adopted budget.

While operations will increase general fund resources, fund balance may be affected by non-operational changes relating to correction of accounting systems or records.

As a note, the City's current General Fund operating reserve policy states that "The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund Operating Budget…" The General Fund ending balance of $14.6 million is at 12.4% of FY 2015-16 operating expenses; 5.6% under the City's 18% reserve policy.

QUALIFIED FINANCE PROFESSIONAL TEMPORARY ASSISTANCE AND PERMANENT STAFFING NEEDS:

During the FY 15/16 budget adoption, Council appropriated an increase to the Human Resources Department in recognition that many of the procedural challenges the City faced were a result of the lack of appropriate staffing levels in that critical department. The organizational assessment also outlined that the same staffing evaluation needed to occur in the Finance Department, as that, also was a department that was experiencing several challenges due to deficient staffing levels. The need for increased staffing levels within the Finance Department was outlined in the organizational assessment, and confirmed by the independent auditors and the Chief Financial Officer. Therefore, staff recommends a short term and long term strategy to address the various challenges currently facing the Finance Department by filling the gap with both temporary and permanent staff and/or consultant assistance.

QUALIFIED FINANCE PROFESSIONAL TEMPORARY ASSISTANCE:

The Auditor revealed that over the course of the last year, several critical accounting functions were not being performed on a daily, monthly, and quarterly basis as is necessary in order to maintain up-to-date reconciliations, reports, and other critical records. In addition, the Auditors revealed that the lack of written procedures and protocols added to the concern regarding inconsistent application of procedures within the department. This systemic failure over years and the centralization of functions in two employees who left the City caused a significant backlog of critical accounting functions that contributed to the delay in completing the audit. Assistance from qualified financial professionals is needed, not only to complete the tasks from year-end 2015, which has been the priority in order to complete the audit, but also to bring the City current on the accounting functions that have not yet been started for this current fiscal year. Lastly, immediate assistance is needed to begin developing and documenting the standard operating procedures to ensure necessary protocols are understood and instituted soon.

Staff requests $201,785 to retain qualified financial professionals to help the Finance Department complete critical tasks in accounting, grants management, administration, and budget development. There are also many tasks to complete before independent auditors can complete their work. This is the most immediate need.

The City also needs qualified professionals to help the City "catch-up" on a number of areas in this fiscal year (capital assets, journal entries, cash, etc.) while the recruitment of a new Chief Financial Officer is completed. Because the CFO recruitment begins this month, we expect the position to be vacant for 4 months. In the meantime, an interim CFO to assist with the day to day operations and implementation of the key organizational assessment recommendations should work with City staff to ensure administrative oversight of day to day operations continue.

FINANCE DEPARTMENT PERMANENT STAFFING NEEDS:

A deep and broad array of budgetary and administrative issues faces the Finance Department. At present, the Finance Department lacks key analysts and accountants to perform complex and critical functions. Capacity issues within the department result in bottlenecks in reporting and reconciliation functions. In addition, the lack of functional technology within Finance creates additional pressures because of delays and increased efforts to produce even routine reports, reconciliations and analyses.

These factors result in inefficient and ineffective results for all Finance Department stakeholders. Adding permanent staff to the Finance Department will assure it effectively performs normal operations, and helps it address assessment implementation, policy compliance, internal controls, reliable and timely financial data, and best practices. The proposed permanent staffing needs will allow the City to recruit and retain staff with the skills needed to effectively serve the City, while continuing to focus on professional development and training of existing employees within the Finance Department and across the organization.

Staff is recommending an increase of six (6) full-time equivalent (FTE) positions in order to begin rebuilding the Finance department to a functional level. These positions include an Assistant Chief Financial Officer, a Senior Accountant, two Financial Analysts, an Accounting Technician, and a Maintenance District Administrator.

TABLE 4: PROPOSED ADDITIONAL FTE'S FOR FY 15/16

FTE	POSITION/ TITLE	TOTAL ANNUAL SALARY & BENEFITS BY FUND			ONGOING ANNUAL COST	*FY 15/16 BUDGET IMPACT
		GF	UTILITIES	LMD		
1	Assistant CFO	$198,760	0	0	$198,760	$ 15,565
1	Senior Accountant	$112,765	0	0	$112,765	$ 18,795
2	Financial Analyst I	$88,700	$88,700	0	$177,400	** $ 29,570
1	Accounting Tech I	$86,725	0	0	$ 86,725	$ 13,855
1	MAD Administrator	0	0	$120,000	$120,000	$ 0
6	TOTAL	$486,950	$88,700	$120,000	$695,650	***$ 77,785

* *Based on start date of May 1, 2016 (Cost of 2 months this fiscal year)*
** *$14,785 for 1 Financial Analyst to be allocated between Water 40%, Wastewater 40% and ER 20%*
**** *$77,785 total FY 15/16 budget augmentation request ($63,000 GF and $14,785 Utilities)*

FINANCIAL IMPACT

The impact to the FY 15/16 General Fund is an estimated revenues increase of $3.89 million, totaling $119.11 million in estimated year-end revenues, and an estimated expenditure appropriation increase of $2.38 million, totaling $117.88 million.

The General Fund year-end estimated actuals are anticipated to add $1.7 million to the adopted FY 15/16 budget year-end fund balance, from $12.9 million to $14.6 million, 12.4% of FY 2015-16 operating expenses; 5.6% under the City's 18% reserve policy

The estimated cost of the temporary staffing needs for Finance in the amount of $124,000 and the permanent staffing needs in the amount of $77,785 are included in the total appropriation request of $2.38 million for FY 2015-16. The permanent staffing needs will require an additional budget of $695,650 for FY 2016-17.

ATTACHMENTS

#1 – FY 2015-16 General Fund Mid-Year Update
#2 – Budget Appropriations and Adjustments Request
#3 – Full-time Equivalent Positions

General Fund Budget Summary

($ in Millions)

Attachment 1

	FY 2015-16 Adopted Budget	FY 2015-16 Augmentation to Budget	FY 2015-16 Proposed Revised Budget	FY 2015-16 Estimated Year-End	Variance	% Changes
Beginning Cash *(Preliminary Audit)*	**$ 15.15**			**$ 15.15**		
Revenues						
Property Tax	46.61	0.35	46.96	47.59	0.98	2%
Sales Tax	27.20	-	27.20	26.63	(0.56)	-2%
Franchises	3.27	0.26	3.53	3.55	0.28	9%
Business License Tax	5.45	-	5.45	5.21	(0.24)	-4%
Transient Occupancy Tax	4.32	0.40	4.72	4.72	0.40	9%
Deed Transfer Tax	0.57	0.15	0.72	0.72	0.15	26%
Building Fees & Permits	1.70	-	1.70	1.42	(0.28)	-16%
Other Revenue	26.11	0.20	26.31	25.77	(0.34)	-1%
One-Time Successor Agency Loan Payment		0.81	1.08	3.50	3.50	
Total Revenues	**115.22**	**2.17**	**117.67**	**119.11**	**3.89**	**3.4%**
Expenditures by Department						
Development Services	7.41	(0.35)	7.05	7.14	(0.27)	-4%
Fire	15.39	(0.24)	15.15	14.93	(0.47)	-3%
General Services	9.47	(0.23)	9.25	8.83	(0.64)	-7%
Library	4.26	(0.04)	4.22	4.16	(0.10)	-2%
Police	52.73	(0.71)	52.03	52.27	(0.46)	-1%
Recreation	4.82	(0.30)	4.52	4.40	(0.43)	-9%
Other Departmnets *(Finance Staffing Plan included)*	14.20	(0.56)	13.91	13.80	(0.40)	-3%
Non-Departmental	6.93	4.81	11.75	11.88	4.95	71%
Total Expenditures	**115.22**	**2.38**	**117.88**	**117.41**	**2.19**	**1.9%**
Net Annual Activity	**(0.00)**	**(0.21)**	**(0.21)**	**1.70**		
Ending Cash Balance	**15.15**			**16.85**		

Attachment 1

Page 1 of 1

REQUEST FOR BUDGET APPROPRIATION
Attachment 2A

Department: Finance **Date:** February 9, 2016
Project/Program Manager: Joseph Lillio **Phone:** 385-1415

Reason for Adjustment:

To Offset $4 Million (*adopted as negative $4M to Non-Department) of MOU Savings via recongition of $1,359,269 additional revenues, $1,286,910 of departmental reduction, $1,012,821 of Strategic Freeze, $41K of Top Mgt Pers pick-up, & $300K Reduciton of Traffic Safety Fund Transfer.

Accounts and Descriptions
Fund: General Fund

		AMOUNT
Revenues /Transfers In		
101-1001-511.70-01	PROPERTY-CURRENT SECURED	200,000
101-1001-511.70-05	PROPERTY-SUPPLEMENTAL TAX	150,000
101-1001-511.70-24	DEED TRANSFER TAX	150,000
101-1001-513.70-14	TRANSIENT OCCUPANCY TAX	400,000
101-1001-514.70-21	FRANCHISE TAX-SC GAS	241,500
101-1001-514.70-28	FRANCHISE TAX-EDISON ELEC	20,000
101-2101-533.72-69	AB 1191 REVENUES	30,000
101-2101-581.75-19	OTHER REIMBURSEMENTS	110,000
101-2102-581.75-19	OTHER REIMBURSEMENTS	30,000
101-3102-581.75-23	MISCELLANEOUS REVENUES	250
101-4305-581.75-23	MISCELLANEOUS REVENUES	1,519
101-5701-554.73-56	RECREATION FEE / CONCESSIONS OTHER	26,000
	Sub-total Revenues	1,359,269
Expenditures/Transfers Out		
Non-Departmental		
101-1002-801.80-09	**SALARY / MOU SAVINGS ***	**4,000,000**
City Attorney		
101-1501-801.80-01	DIRECT LABOR-REGULAR	(172,520)
101-1501-801.80-41	EMPLOYEE BENEFITS	(73,020)
101-1501-801.80-43	PERS	(53,899)
City Manager		
101-1401-801.80-01	DIRECT LABOR-REGULAR	(37,232)
101-1401-801.80-41	EMPLOYEE BENEFITS	(31,441)
101-1401-801.80-43	PERS	(23,855)
101-1405-801.80-01	DIRECT LABOR-REGULAR	(19,484)
101-1405-801.80-41	EMPLOYEE BENEFITS	(18,124)
101-1405-801.80-43	PERS	(7,703)
City Treasurer		
101-1201-801.80-43	PERS	(3,350)
101-1211-801-8132	Minor Equipment Office	(205)
101-1211-801-8209	Svcs-Other Prof/Contract	(51)
101-1211-801-8003	Overtime	(1,100)
Development Services		
101-4101-804.80-01	DIRECT LABOR-REGULAR	(82,347)

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101-4101-804.80-41	EMPLOYEE BENEFITS	(19,122)
101-4101-804.80-43	PERS	(21,945)
101-4301-804.80-01	DIRECT LABOR-REGULAR	(78,550)
101-4301-804.80-41	EMPLOYEE BENEFITS	(25,522)
101-4301-804.80-43	PERS	(22,045)
101-4305-804.80-01	DIRECT LABOR-REGULAR	(36,913)
101-4305-804.80-41	EMPLOYEE BENEFITS	(5,719)
101-4305-804.80-43	PERS	(9,358)
101-4501-804.80-43	PERS	(4,000)
Economic Development		
101-8100-804.80-01	DIRECT LABOR-REGULAR	(226,000)
101-8100-804.80-40	PARS	(39,000)
101-8100-804.80-41	EMPLOYEE BENEFITS	(42,000)
101-8100-804.80-42	WORKER'S COMP INSURANCE	(4,000)
101-8100-804.80-43	PERS	(59,827)
101-8100-804.80-44	WORKERS COMP/SAFETY	(1,600)
Finance		
101-1600-801.80-43	PERS	(3,700)
Fire		
101-2201-802.80-01	DIRECT LABOR-REGULAR	(79,966)
101-2201-802.80-41	EMPLOYEE BENEFITS	(51,970)
101-2201-802.80-43	PERS	(27,489)
General Services		
101-5701-805.80-01	DIRECT LABOR-REGULAR	(70,389)
101-5701-805.80-41	EMPLOYEE BENEFITS	(33,289)
101-5701-805.80-43	PERS	(23,093)
101-5701-805.82-67	UTILITY EXPENSE-WATER	(101)
101-5702-805.80-01	DIRECT LABOR-REGULAR	(5,370)
101-5702-805.80-41	EMPLOYEE BENEFITS	(832)
101-5702-805.80-43	PERS	(1,361)
101-5703-805.80-01	DIRECT LABOR-REGULAR	(9,397)
101-5703-805.80-41	EMPLOYEE BENEFITS	(1,456)
101-5703-805.80-43	PERS	(2,382)
101-5703-805.80-01	DIRECT LABOR-REGULAR	(21,577)
101-5703-805.80-41	EMPLOYEE BENEFITS	(3,343)
101-5703-805.80-43	PERS	(5,470)
101-5704-803.81-04	SUPPLIES-SHOP & FIELD	(2,451)
Human Resources		
101-1701-801.80-01	DIRECT LABOR-REGULAR	(56,112)
101-1701-801.80-41	EMPLOYEE BENEFITS	(20,299)
101-1701-801.80-43	PERS	(18,370)
Housing		
101-5139-804.80-01	DIRECT LABOR-REGULAR	(9,453)
101-5139-804.80-40	PARS	(1,423)
101-5139-804.80-41	EMPLOYEE BENEFITS	(3,451)
101-5139-804.80-42	WORKER'S COMP INSURANCE	(162)
101-5139-804.80-43	PERS	(2,967)
101-5139-804.80-44	WORKERS COMP/SAFETY	(62)

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Non-Departmental		
101-1001-801.88-02	FOR CONTINGENCIES	(37,580)
101-1002-808.87-10	TSFR TO TRAFFIC SAFETY FD	(300,000)
101-1002-808.87-29	TSFR TO PERF.ARTS CONV.CN	(24,237)
Police		
101-2101-802.80-01	DIRECT LABOR-REGULAR	(12,417)
101-2101-802.80-41	EMPLOYEE BENEFITS	(12,121)
101-2101-802.80-43	PERS	(5,026)
101-2101-802.81-13	UNIFORMS	(2,020)
101-2101-802.82-11	SERVICES - MEDICAL	(2,000)
101-2102-802.80-01	DIRECT LABOR-REGULAR	(39,719)
101-2102-802.80-41	EMPLOYEE BENEFITS	(40,104)
101-2102-802.80-43	PERS	(16,349)
101-2102-802.81-13	UNIFORMS	(2,000)
101-2102-802.82-36	FUEL EXPENSE-UNLEADED	(500)
101-2103-802.80-01	DIRECT LABOR-REGULAR	(59,668)
101-2103-802.80-41	EMPLOYEE BENEFITS	(11,359)
101-2103-802.80-43	PERS	(14,754)
101-2103-802.81-11	SUBSCRIPTIONS/PUBLICATION	(1,000)
101-2103-802.82-27	BACKGROUND CHECKING	(50,000)
101-2104-802.80-01	DIRECT LABOR-REGULAR	(90,908)
101-2104-802.80-41	EMPLOYEE BENEFITS	(23,294)
101-2104-802.80-43	PERS	(24,624)
Recreation		
101-5501-805.80-01	DIRECT LABOR-REGULAR	(122,110)
101-5501-805.80-41	EMPLOYEE BENEFITS	(49,025)
101-5501-805.80-43	PERS	(36,112)
101-5503-805-80-01	DIRECT LABOR-REGULAR	(37,875)
101-5503-805.80-41	EMPLOYEE BENEFITS	(20,340)
101-5503-805.80-43	PERS	(11,923)
Library		
101-5401-805.80-01	DIRECT LABOR-REGULAR	(5,033)
101-5401-805.80-41	EMPLOYEE BENEFITS	(3,322)
101-5401-805.80-43	PERS	(6,131)
City Clerk		
101-1301-801.80-43	PERS	(2,650)
101-1302-801.80-43	PERS	(662)
	Sub-total Expenditures	1,359,269
	Net Change to Fund Balance	**(0)**

Fund: Traffic Safety Fund

Revenues /Transfers In

Non-Departmental		
182-1004-711.79-01	TRANSFERS FR.GENERAL FUND	**(300,000)**
	Net Change to Fund Balance	**(300,000)**

Fund: PACC

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Revenues /Transfers In

PACC

641-5601-711.79-01	TRANSFERS FR.GENERAL FUND	(24,237)
	Net Change to Fund Balance	**(24,237)**
	Net Appropriation Change	**1,359,269**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

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REQUEST FOR BUDGET APPROPRIATION
Attachment 2B

Department: Finance **Date:** February 9, 2016

Project/Program Manager: Joseph Lillio **Phone:** 385-1415

Reason for Adjustment:

Adjustment or distribution of $621,786 (*adopted as negative $621,786 to Non-Department) Effiency Savings among departments.

Accounts and Descriptions		**AMOUNT**
Fund: General Fund		
Expenditures/Transfers Out		
Non-Departmental		
101-1002-801.88-01	**RESERVES / BUDGET/EFFICIENCY SAVINGS**	**621,786**
Development Services		
101-4101-804.81-02	SUPPLIES - OFFICE	(1,000)
101-4101-804.82-06	SERVICES - PLANNING	(1,500)
101-4101-804.82-21	LEGAL ADVERTISING	(1,763)
101-4101-804.83-42	COMM-BOARDS-COMMITTEES	(2,150)
101-4101-804.83-43	TRAINING/WORKSHOP/MTNGS	(2,450)
101-4101-804.84-02	PHOTOCOPY CHARGES	(3,217)
101-4101-804.84-25	TELEPHONE CHGS-CELL/PAGER	(494)
101-4301-804.80-43	PERS	(8,201)
101-4301-804.81-02	SUPPLIES - OFFICE	(1,013)
101-4301-804.81-05	SUPPLIES - SAFETY	(500)
101-4301-804.82-16	SERVICES-PRINTING & BIND	(1,000)
101-4301-804.83-03	MAINTENANCE SVC-OFFICE EQ	(3,000)
101-4301-804.83-43	TRAINING/WORKSHOP/MTNGS	(4,000)
101-4301-804.83-57	MEMBERSHIPS-OTHER	(700)
101-4301-804.84-25	TELEPHONE CHGS-CELL/PAGER	(2,000)
101-4305-804.80-03	OVERTIME	(3,500)
101-4305-804.81-13	UNIFORMS	(3,140)
101-4305-804.82-09	SVCS-OTHER PROF/CONTRACT	(2,000)
101-4305-804.82-16	SERVICES-PRINTING & BIND	(5,104)
101-4501-804.81-01	POSTAGE	(21)
101-4501-804.81-11	SUBSCRIPTIONS/PUBLICATION	(686)
101-4501-804.82-09	SVCS-OTHER PROF/CONTRACT	(802)
101-4501-804.83-43	TRAINING/WORKSHOP/MTNGS	(38)
101-4501-804.83-57	MEMBERSHIPS-OTHER	(322)
101-4501-804.84-02	PHOTOCOPY CHARGES	(300)
101-4501-804.84-25	TELEPHONE CHGS-CELL/PAGER	(500)
Fire		
101-2201-802.80-01	DIRECT LABOR-REGULAR	(60,673)
101-2201-802.80-41	EMPLOYEE BENEFITS	(9,400)
101-2201-802.80-43	PERS	(15,382)
General Services		
101-5701-805.82-67	UTILITY EXPENSE-WATER	(44,805)
Human Resources		
101-1701-801.80-01	DIRECT LABOR-REGULAR	(35,700)

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101-1701-801.80-41	EMPLOYEE BENEFITS	(5,700)
101-1701-801.80-43	PERS	(8,600)
Housing		
101-5139-804.80-02	DIRECT LABOR-TEMPORARY	(3,521)
101-5139-804.80-99	VACANCY SAVINGS	1,378
Non-Departmental		
101-1001-801.88-02	FOR CONTINGENCIES	(37,420)
Police		
101-2101-802.80-01	DIRECT LABOR-REGULAR	(19,397)
101-2101-802.80-41	EMPLOYEE BENEFITS	(3,005)
101-2101-802.80-43	PERS	(4,918)
101-2101-802.80-03	OVERTIME	(140,000)
101-2101-802.81-13	UNIFORMS	(9,000)
101-2102-802.80-01	DIRECT LABOR-REGULAR	(35,031)
101-2102-802.80-41	EMPLOYEE BENEFITS	(5,427)
101-2102-802.80-43	PERS	(8,881)
101-2102-802.80-03	OVERTIME	(60,000)
101-2103-802.80-01	DIRECT LABOR-REGULAR	(10,123)
101-2103-802.80-41	EMPLOYEE BENEFITS	(1,568)
101-2103-802.80-43	PERS	(2,566)
Recreation		
101-5502-805.81-02	SUPPLIES - OFFICE	(4,400)
101-5502-805.82-16	SERVICES-PRINTING & BIND	(12,500)
101-5502-805.82-26	SERVICES-MISC AD & PROMO	(4,723)
101-5502-805.83-57	MEMBERSHIPS-OTHER	(900)
101-5502-805.84-02	PHOTOCOPY CHARGES	(3,500)
Library		
101-5401-805.80-01	DIRECT LABOR-REGULAR	(82,192)
101-5401-805.80-41	EMPLOYEE BENEFITS	(12,734)
101-5401-805.80-43	PERS	(20,838)
101-5401-805.80-99	VACANCY SAVINGS	15,851
101-5402-805.80-99	VACANCY SAVINGS	28,749
101-5403-805.80-99	VACANCY SAVINGS	17,544
101-5404-805.80-99	VACANCY SAVINGS	13,232
101-5411-805.80-99	VACANCY SAVINGS	18,309
101-5411-805.80-01	DIRECT LABOR-REGULAR	(1,530)
101-5411-805.80-41	EMPLOYEE BENEFITS	(237)
101-5411-805.80-43	PERS	(388)
City Clerk		
101-1301-801.80-99	VACANCY SAVINGS	9,447
101-1302-801.80-43	PERS	
101-1302-801.80-99	VACANCY SAVINGS	1,281
101-1302-801.84-77	CONTRACT ELECTIONS EXPNS	(13,115)
	Sub-total Expenditures	(0)
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**(0)**

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Approvals

Department Director Joseph

Chief Financial Officer Joseph

City Manager ______________________________

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REQUEST FOR BUDGET APPROPRIATION
Attachment 2C

Department: Finance **Date:** February 9, 2016

Project/Program Manager: Joseph Lillio **Phone:** 385-1415

Reason forAppropriation:

General Fund: $807K Recognition of 1x Successor Agency Loan approved by DOF for augmentation of the following: $175K Development of FY16-17 Budget; $50K Class & Comp Study Phase 1; $15K Worker's Comp Audit, $15K of Fleet Mgt Review; $25K for Professional Legal Assistance with IRS Audit; Transfer to Capital Outlay Fund of $427K of IT Master Plan Phase 1; Transfer to Capital Outlay Fund of $100K of Current Building Facilities Maint.
Utilities Funds: $95K of IT Master Plan Phase 1; $50K Class & Comp Study Phase, $15K Worker's Comp Audit; $15K of Fleet Mgt Review

Accounts and Descriptions		AMOUNT
Fund: General Fund		
Revenues /Transfers In		
101-8100-712.79-71	PROCEEDS FROM BORROWING / PYMTS ON NOTES AND LOANS	807,000
	Sub-total Revenues	807,000
Expenditures/Transfers Out		
Finance		
101-1600-801.82-09	SVCS-OTHER PROF/CONTRACT	175,000
Human Resources		
101-1701-801.82-09	SVCS-OTHER PROF/CONTRACT	50,000
101-1701-801.82-10	SVCS-OTHER PROF/CONTRACT	15,000
Non-Dept		
101-1001-801-8209	SVCS-OTHER PROF/CONTRACT	40,000
101-1002-808.87-12	TRANSFERS - OUT / TSFR TO CAPITAL OUTLAY FD	527,000
	Sub-total Expenditures	807,000
	Net Change to Fund Balance	**0**
Fund: Capital Outlay Fund		
Revenues /Transfers In		
Non-Departmental		
301-1001-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FUND	527,000
	Sub-total Revenues	527,000
Expenditures/Transfers Out		
Non-Departmental		
301-xxxx-826.82-09	SVCS-OTHER PROF/CONTRACT	527,000
	Sub-total Expenditures	527,000
	Net Change to Fund Balance	**0**

Fund: Water

Expenditures/Transfers Out

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601-6001-843-8209	SVCS-OTHER PROF/CONTRACT	58,334
	Sub-total Expenditures	58,334
	Net Change to Fund Balance	**(58,334)**

Fund: Wastewater

Expenditures/Transfers Out

611-6101-842-8209	SVCS-OTHER PROF/CONTRACT	29,166
621-6201-842-8209	SVCS-OTHER PROF/CONTRACT	29,166
	Sub-total Expenditures	58,332
	Net Change to Fund Balance	**(58,332)**

Fund: ER

Expenditures/Transfers Out

631-6301-842-8209	SVCS-OTHER PROF/CONTRACT	58,334
	Sub-total Expenditures	58,334
	Net Change to Fund Balance	**(58,334)**
	Net Appropriation Change	**982,000**

Approvals

Department Director Joseph [signature]

Chief Financial Officer Joseph [signature]

City Manager ____________________

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REQUIRES CITY COUNCIL AUTHORIZATION

REQUEST FOR BUDGET APPROPRIATION
Attachment 2D

Department: Finance **Date:** February 9, 2016

Project/Program Manager: Joseph Lillio **Phone:** 385-1415

Reason for Appropriation:

General Fund: To appropriate $187K for Finance Staff Plan & Temporary assistance with audits & grants.
Utilities Fund: To appropriate $14,785 for Utilitites Financial Staffing

Accounts and Descriptions		**AMOUNT**
Fund: General Fund		
Expenditures/Transfers Out		
Finance		
101-1600-801.80-01		63,000
101-1600-801.82-09	SVCS-OTHER PROF/CONTRACT	124,000
	Sub-total Expenditures	187,000
	Net Change to Fund Balance	**(187,000)**
Fund: Water		
Expenditures/Transfers Out		
601-6001-841.80-01	DIRECT LABOR-REGULAR	5,914
	Sub-total Expenditures	5,914
	Net Change to Fund Balance	**(5,914)**
Fund: Wastewater		
Expenditures/Transfers Out		
611-6101-841.80-01	DIRECT LABOR-REGULAR	2,957
621-6201-841.80-01	DIRECT LABOR-REGULAR	2,957
	Sub-total Expenditures	5,914
	Net Change to Fund Balance	**(5,914)**
Fund: ER		
Expenditures/Transfers Out		
631-6301-841.80-01	DIRECT LABOR-REGULAR	2,957
	Sub-total Expenditures	2,957
	Net Change to Fund Balance	**(2,957)**
	Net Appropriation Change	**201,785**

Approvals

Department Director [signature]

Chief Financial Officer [signature]

City Manager ____________________

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REQUEST FOR BUDGET APPROPRIATION
Attachment 2E

Department: Finance **Date:** February 9, 2016

Project/Program Manager: Joseph Lillio **Phone:** 385-1415

Reason for Appropriation:

To appropriate $24,687 to LMD#46 per. NBS Analysis of General Fund Contribution for Area D

Accounts and Descriptions		**AMOUNT**
Fund: General Fund		
Expenditures/Transfers Out		
Non-Dept		
101-1002-808.87-14	TRANSFERS - OUT / TSFR TO ASSESSMENT DISTRC	24,687
	Sub-total Expenditures	24,687
	Net Change to Fund Balance	**(24,687)**
Fund: Landscape District Combining Funds		
Revenues /Transfers In		
LMD#46		
170-8003-581.75-23	MISCELLANEOUS REVENUES	24,687
	Net Change to Fund Balance	**24,687**
	Net Appropriation Change	**24,687**

Approvals

Department Director: Joseph Lillio

Chief Financial Officer: Joseph Lillio

City Manager: ____________________

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FULL TIME EQUIVALENT STAFFING BY DEPARTMENT
Attachment 3

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
FINANCE ADMINISTRATION			
Chief Financial Officer	1.00	-	1.00
Assistant Chief Financial Officer	-	1.00	1.00
Senior Administrative Secretary (C)	1.00	-	1.00
Total FTE	**2.00**	**1.00**	**3.00**

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
GENERAL ACCOUNTING			
Account Clerk I/II	-	-	-
Account Clerk III	2.00	-	2.00
Accountant I	2.00	-	2.00
Accountant II	-	-	-
Accountant II (C)	-	-	-
Accounting Manager	-	-	-
Accounting Technician	1.00	1.00	2.00
Accounting Technician (C)	1.00	-	1.00
Controller	1.00	-	1.00
Customer Service Representative I/II	-	-	-
Financial Analyst I/II	1.00	-	1.00
Management Accountant/Auditor	1.00	-	1.00
Management Analyst III	1.00	-	1.00
Senior Accountant	-	1.00	1.00
Total FTE	**10.00**	**2.00**	**12.00**

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
BUDGET			
Accounting Manager	-	-	-
Budget Manager	0.50	0.50	1.00
Financial Analyst I/II	0.50	1.50	2.00
Total FTE	**1.00**	**2.00**	**3.00**

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
PURCHASING			
Account Clerk II	1.00	-	1.00
Account Clerk III	-	-	-
Accounting Manager	1.00	-	1.00
Buyer	2.00	-	2.00
Purchasing Clerk	-	-	-
Total FTE	**4.00**	**0.00**	**4.00**

FULL TIME EQUIVALENT STAFFING BY DEPARTMENT
Attachment 3

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
FINANCIAL RESOURCES			
Administrative Technician	1.00	-	1.00
Assessment District Administrator	-	1.00	1.00
Financial Analyst I/II	1.00	-	1.00
Financial Services Manager	1.00	-	1.00
Total FTE	**3.00**	**1.00**	**4.00**

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
GRANTS MANAGEMENT			
Accounting Manager	-	-	-
Accountant I	1.00	(1.00)	-
Administrative Secretary III	-	-	-
Budget Manager	0.50	(0.50)	-
Financial Analyst I/II	0.50	(0.50)	-
Total FTE	**2.00**	**-2.00**	**0.00**

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
MAIL & COURIER SERVICES			
Mail Clerk	2.00	-	2.00
Total FTE	**2.00**	**0.00**	**2.00**

	15-16 Adopted	15-16 Proposed Changes	15-16 Revised
UTILITIES FINANCE			
Financial Analyst I/II	-	1.00	1.00
Utilities Finance Officer*	-	1.00	1.00
Total FTE	**0.00**	**2.00**	**2.00**
FINANCE TOTAL	**24.00**	**6.00**	**30.00**

** Addition of Utilities Finance Officer approved by City Council on 11/17/15*

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

DATE: February 9, 2016

TO: City Council

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

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Approve the Recommendation by the Director of Human Resources to Select Keenan and Associates to Provide Insurance Broker Services for the City of Oxnard

CONTACT: Laura Hernandez, Senior Benefits Coordinator
Laura.Hernandez@ci.oxnard.ca.us, (805) 385-7592

RECOMMENDATION

That City Council:

1. Adopt a resolution authorizing the selection of Keenan and Associates to provide Insurance Broker Services; and

2. Authorize the City Manager or his designee to execute an agreement with Keenan and Associates to provide insurance broker services.

BACKGROUND

As part of the City's Organizational Assessment, one priority item was to fill a vacant Human Resources Benefits Manager position. In January 2015, a recruitment took place to fill the vacancy. In July 2015, the position was filled with Ms. Laura Hernandez. The leadership that Ms. Hernandez has brought to Human Resources has created an opportunity for the Benefits Unit to focus both time and attention to educating our employees and providing a customer oriented level of service. In addition, communication and collaboration between Human Resources and the Finance Department has improved to ensure that eligible employee's benefits are appropriately processed. Examples of work that has been performed by staff include, but are not limited to:

- Administering various programs such as CalPERS Medical and Dental Insurance, Leave of Absence, Section 457 Deferred Compensation Plan for Part-time, Temporary and Seasonal

Employees, and Voluntary Supplemental Life Insurance;
- Identifying and/or addressing benefit issues;
- Coordinating employee educational and/or counseling sessions with various providers (e.g. Nationwide, Assurant, etc.);
- Providing separation/retirement counseling
- Developing and administering the Annual Open Enrollment

While the current Benefits Unit has successfully administered several programs, additional priority items still need to be addressed. One such item is the recommendation for Human Resources to contract with a benefits vendor to assist in administering the benefits program. In response to this recommendation, in May 2015, the City released a Request for Proposal ("RFP") to secure the services of a benefit consulting and insurance broker. The insurance broker is typically a firm that is comprised of experienced professionals who are able to evaluate benefits to make cost effective recommendations that will best serve an organization's needs. The broker will work with the City to strategically plan, design and negotiate the best coverage and cost for our employee benefit programs. Insurances specifically included in the RFP included health, dental, vision, life insurance, long term disability and workers' compensation insurance and retirement plans for non-PERS eligible employees. In response to the RFP, five (5) business proposals were received.

Following a review of each business proposal, Human Resources conducted phone interviews with staff from each business. Subsequently, the top two brokers were invited for in-person interviews. The interviews have concluded and Human Resources has determined that Keenan and Associates is the broker that will best provide and meet the current and future needs of the City. It is therefore recommended that a contract with Keenan and Associates be established to provide benefit consulting and insurance benefit broker services.

Critical services that Keenan and Associates will provide include:

- Auditing existing benefits contracts for accuracy of coverage, terms, and conditions.
- Analyzing existing employee benefits package for quality of benefits, cost effectiveness, competitiveness and plan administration on an annual basis.
- Ensuring that benefit programs are in compliance with applicable Local, State and Federal laws and regulations.
- Assisting with annual audit to ensure compliance with all mandated reporting and posting/notice requirements for benefit plans.
- Assisting with annual benefits renewals, including negotiation of changes in contracts.
- Marketing the City's desired insurance package through identification of appropriate carriers, analysis of proposals, provision of recommendations, and assistance in contract negotiation.
- Providing administrative support and member services to the City and its covered employees and dependents.
- Analyzing claims history and insurance utilization.
- Providing COBRA administration.

- Administering the City's retirement benefit program for non-PERS eligible, non-Social Security eligible employees.
- Reviewing and disseminating information to staff on new or revised State and Federal legislation that impacts benefits programs.
- Providing information on employee benefits issues, trends and proposed or new legislation.
- Assisting with compliance in: IRS Form 5500's, EE0-1 reports, Legislative updates, FMLA regulations, HIPAA, ACA administration, employee communications, and open enrollment communications.

The Human Resources Department will introduce the selected broker at a future City Council meeting.

FINANCIAL IMPACT

There is no additional funding required for the selection and award of the contract to Keenan and Associates. The firm will receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. The City will have no responsibility for the payment of any such commission. Services outside the scope of work may, however, result in costs to the City (e.g. on-line benefit program). The Human Resources Department will evaluate the need for any additional services and will return to your Council with a recommendation that will outline all services to be provided and the financial impact of those services.

ATTACHMENTS

#1 – Resolution
#2 – Administrative Services Agreement

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SELECTION OF KEENAN AND ASSOCIATES TO PROVIDE INSURANCE BROKER SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADMINISTRATIVE SERVICES AGREEMENT FOR BENEFITS CONSULTING AND BROKER SERVICES

WHEREAS, the City Manager and City Council of the City of Oxnard recognize the valuable services rendered by its employees; and

WHEREAS, the City Council has reviewed and approved the Organizational Assessment Plan which recommended that an agreement with a benefits vendor be established who will assist in administering the benefits program; and

WHEREAS, the City of Oxnard issued a request for proposals from qualified vendors to conduct benefits consulting and broker services; and

WHEREAS, five business proposals were received in response to the request for proposals; and

WHEREAS, the Human Resources Department reviewed each business proposal, conducted telephone interviews with staff from each business, and conducted in-person interviews of the top two brokers; and

WHEREAS, the Human Resources Director has chosen Keenan & Associates as the benefits vendor to assist in administering the City's benefits program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the City approve Keenan & Associates to serve and assist in administering the City's benefits program and authorizes the City Manager or designee to execute the administrative services agreement with Keenan and Associates.

PASSED AND ADOPTED on this 9th day of February, 2016, by the following vote:

AYES:

NOES:

ABSENT:

____
Tim Flynn, Mayor

ATTACHMENT 1
PAGE 1 OF 2

ATTEST:

____

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

____

Stephen M. Fischer, Interim City Attorney

ATTACHMENT 1

PAGE 2 OF 2

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 9th day of February, 20, 2016, by and between the City of Oxnard, a municipal corporation ("**City**"), and Keenan & Associates ("**Consultant**"). City and Consultant are sometimes individually referred to as "**Party**" and collectively as "**Parties.**"

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the "**Services**").

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Senior Benefits Coordinator ("**Manager**"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein]. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Tabin Cosio as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on February 9, 2016, and expire on December 31, 2018.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. Brokerage fees and commissions shall be borne by insurance carriers/providers as provided in **Exhibit B** attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement.

Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant'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 Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Keenan & Associates, 4204 Riverwalk Pkwy, Suite 400, Riverside, CA, 92505, Attention: Laurie Lofranco.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Human Resources, 300 West Third Street, First Floor, Oxnard, California 93030, Attention: Laura Hernandez.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD	Keenan & Associates
____________________ Purchasing Agent	____________________ Laurie Lofranco
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
____________________ Stephen M. Fischer, Interim City Attorney	____________________ Risk Manager
APPROVED AS TO CONTENT:	
____________________ Laura Hernandez, Project Manager	

EXHIBIT A

SCOPE OF SERVICES

- Audit existing benefits contracts for accuracy of coverage, terms and conditions.
- Analyze existing employee benefit package for quality of benefits, cost effectiveness, competitiveness and plan administration on an annual basis.
- Ensure that benefit programs are in compliance with applicable Local, State and Federal laws and regulations.
- Assist with annual audit to ensure compliance with all mandated reporting and posting/notice requirement for benefit plans.
- Assist with annual benefits renewals, including negotiation of changes in contracts.
- Market the City's desired insurance package through identification of appropriate carriers, analysis of proposals, provision of recommendations, and assistance in contract negotiation.
- Provide administrative support and member services to the City and its covered employees and dependents.
- Analyze claims history and insurance utilization at least quarterly
- Provide COBRA administration.
- Administer the City's retiree life insurance program.
- Administer the City's retirement benefit program for non-PERS eligible, non-Social Security eligible employees
- Review and disseminate information to staff on new or revised State and Federal legislation that impacts benefits programs.
- Provide information on employee benefits issues, trends and proposed or new legislation.
- Assist with compliance in: IRS Form 5500's, EEO1 reports, Legislative updates, FMLA regulations, HIPAA, ACA administration, employee communications, and open enrollment communication.
- BenefitBridge, web-based benefit administration, eligibility, enrollment, billing, reporting, and employee communication.
- Perform other related consultation services as needed or requested.

EXHIBIT B

COMPENSATION RATES

Keenan & Associates will receive commissions from insurance carriers and/or other vendors for the placement of insurance coverage. The City will have no responsibility for the payment of any such commission to Keenan & Associates.

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers,

employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 2/16 INS-A.doc **GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")**

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

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

OTHER PROVISIONS

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

Name: _____
Address:

Telephone: (_____)____

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ______________________

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

Signature ____
(original signature required)
Telephone: (____)__________ Date Signed: __________________

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❐ COMMERCIAL AUTO POLICY
❐ BUSINESS AUTO POLICY
❐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ ______________ per accident, for bodily injury and property damage.

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

Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

❐ Broker/Agent ❐ Underwriter ❐ ______________________________

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

Signature ____
(original signature required)

Telephone: ( ) Date Signed ____________________

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