

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meeting

Council Chambers Council Chambers

April 5, 2016 at 6:00 PM

Study Session at 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, 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

C. CLOSED SESSION

D. 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.

E. STUDY SESSION 4:30 P.M.

City Manager Department (60/30)

1. SUBJECT: Presentation of Four Strategic Priority Business Plans Resulting from City Council's Priority Setting Workshop. (001)

RECOMMENDATION: That City Council discuss and provide direction on strategic priority business plans resulting from priorities determined by City Council at the City Council Strategic Summit.

Legislative Body: CC

Contact: Maria Hurtado

Phone: 385-7430

F. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

G. CEREMONIAL CALENDAR

1. Invitation to Earth Day Celebration, Saturday April 9, 11:00 A.M. - 3:00 P.M. at Plaza Park in Downtown Oxnard.

H. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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.

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA (15 MINUTES)**City Clerk Department**

1. SUBJECT: Approve Minutes of the Regular Meetings of the Oxnard City Council for March 1 and 15, 2016. (061)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7805

City Manager Department

2. SUBJECT: Agreements for City Council Review. (073)

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Fire Department

3. SUBJECT: Accept the Grant and Appropriate Funds for the 2015 Emergency Management Performance Grant (EMPG) (075)

RECOMMENDATION: That City Council: Approve a Budget Appropriation recognizing grant award in the amount of \$48,429 to the 2015-2016 Emergency Management Performance Grant (EMPG) No. 772250.

Legislative Body: CC

Contact: Bryan Brice

Phone: 385-7702

Housing Department

4. SUBJECT: Affordable Housing and Rehabilitation Program Loan Policies. (079)
RECOMMENDATION: That the City Council approve revisions to the City of Oxnard Affordable Housing and Rehabilitation Division Loan Program Policies.
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8094

Public Works Department

5. SUBJECT: Purchase Order and Budget Appropriation to Purchase Refuse Transport Tractor. (139)
RECOMMENDATION: That City Council: 1) Approve and authorize the mayor to execute a Purchase Order No. 5769 for the purchase of a refuse transport tractor from Pape Kenworth Truck Dealership in the amount of \$111,643; and 2) Approve a budget appropriation of \$86,643 for the purchase of the refuse transport tractor.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055
6. SUBJECT: Approve Plans and Specifications for the Del Norte Facility Floor Restoration Project PW 16-03. (145)
RECOMMENDATION: That City Council approve plans and specifications for PW16-03 Del Norte Facility Floor Restoration and authorize staff to solicit bids for the project.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

L. PUBLIC HEARINGSHousing Department

1. SUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds.
RECOMMENDATION: **This item has been pulled and will be re-noticed and rescheduled.**
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8094

M. APPOINTMENT ITEMSN. REPORTSCity Attorney Department (10/30)

1. SUBJECT: Whistleblower Hotline Policy. (147)
RECOMMENDATION: That City Council adopt a resolution establishing a Whistleblower Hotline Policy.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

Public Works Department (5/15)

2. SUBJECT: Agreement with Siemens Industry, Incorporated (Siemens) for the Purchase and Installation of Video Camera Security and Surveillance Equipment for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) (157)

RECOMMENDATION: That City Council: 1) Approve and authorize the City Manager to execute an agreement with Siemens in the amount of \$176,717 for the purchase and installation of video camera security and surveillance equipment for the Del Norte Facility (Agreement No. A-7859); and 2) Approve the appropriation of funds in the amount of \$176,717 from the Solid Waste Security & Contamination Fund Balance to provide for the purchase and installation of video camera security and surveillance equipment.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

3. SUBJECT: City-Wide Street Sweeping - First Amendment to Agreement No. A-7659. (5/5) (191)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement with Venco Power Sweeping, Incorporated (Agreement No. A-7659) for City-wide street sweeping services to extend the agreement expiration date to March 31, 2018; and increase the initial two-year contract total from \$981,000 to \$1,962,000 over the extended four-year term.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

4. SUBJECT: Approval of Contract A-7817 with Toro Enterprises for College Estates. (5/5) (205)

RECOMMENDATION: That City Council: 1) Award Contract A-7817 to the lowest responsible and responsive bidder, Toro Enterprises, Inc., in the amount of \$1,864,891.50 for UD15-08-College Estates Neighborhood Resurfacing Project including water main replacement and authorize the purchasing agent to issue and execute the contract upon receipt of final documents; and 2) Approve a budget adjustment transferring \$880,633 from Water Operating Fund of the AWP Land Acquisition Project 146003 to fund the water main replacement portion of the College Estate Resurfacing Project 153112.

Legislative Body:

Contact: Daniel Rydberg

Phone: 385-8055

5. SUBJECT: Approve First Amendment to Agreement No. A-7815 with AECOM Technical Services, Inc. for the Wastewater Treatment Plant Improvements Project. (15/20) (265)

RECOMMENDATION: That City Council: 1. Approve and authorize the Mayor to execute the First Amendment to the Agreement with AECOM Technical Services, Inc. (AECOM) for the Wastewater Treatment Plant Improvements Project (Agreement No. A-7815), to increase the cost of services in the amount of \$2,912,393 for the Phase 2A services to bring the total agreement amount to \$3,131,138 and to extend the expiration date from July 28, 2016 to December 31, 2017; and 2. Approve budget transfers from Capital Improvements Projects 136607 in the amount of \$300,000 and 916201 in the amount of \$107,854.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. 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.

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

1. SUBJECT: Appointment of City Attorney and Approval of Employment Agreement. (5/10)
(321)

RECOMMENDATION: That City Council: 1) Appoint Stephen M. Fischer as City Attorney and approve and authorize the Mayor to execute an agreement (Agreement No. A-7880) with Mr. Fischer providing terms and conditions concerning his employment as the City Attorney; and 2) Adopt a Resolution appointing the City Attorney.

Legislative Body: CC

Contact: J. Tabin Cosio

Phone: 385-7947

Q. 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 COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Study Session

AGENDA ITEM NO.: E-1

DATE: April 5, 2016

TO: City Council

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

FROM: Maria A. Hurtado, Assistant City Manager

SUBJECT: Presentation of Four Strategy Business Plans Resulting from City Council's Priority Setting Workshop

CONTACT: Maria Hurtado, City Manager
Maria.Hurtado@oxnard.org, 805-385-7430

RECOMMENDATION

That City Council discuss and provide direction on strategic priority business plans resulting from priorities determined by City Council at the City Council Strategic Summit.

EXECUTIVE SUMMARY

The attached business plans were developed to assist Council and staff clarify the Council priorities over the next two years. During the 10/29/15 Council prioritization workshop, Council and staff recognized that there are choices to be made between competing needs within the community and when discussing how to prioritize those needs, consideration of the on-going work of the organization should be taken into account. The strategic business plans assist policy makers and staff to be on the same page with expectations and, equally important, begins to connect priorities with setting the budget for the coming year to ensure that achievable priorities are ones that match available resources.

The interdepartmental teams developed the strategic business plan with that framework in mind and further defined the purpose of each business plan from a resident-centric perspective. The purpose of the Quality of Life strategic priority area is to build relationships within the community that create safe and vibrant neighborhoods which will showcase the promising future of Oxnard. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

DISCUSSION

This staff report presents the two-year business plans for FY 2016/17 and FY 2017/18 for each of the four strategic priority areas identified by Council during the October 29, 2015 Council priority setting workshop. The four strategic priority areas include (1) Quality of Life, (2) Organizational Effectiveness, (3) Economic Development, and (4) Infrastructure and Natural Resources.

On December 8, 2015, Council confirmed the four strategic priority areas during the review of the 10/29/2015 Council Priority Setting Workshop Summary Report and directed the City Manager to return with a two year business plan that could be incorporated into the FY 16/17 budget (Attachment A: October 29, 2015 Council Priority Setting Workshop Report).

Subsequently, the City Manager established interdepartmental teams to refine the City Council's priority areas and develop the business plans to ensure timely implementation of the various goals over the next two years. The four strategy business plans are summarized below for Council consideration:

QUALITY OF LIFE STRATEGIC PRIORITY AREA:

The purpose of the Quality of Life strategy is to build relationships within the community that create safe and vibrant neighborhoods which will showcase the promising future of Oxnard. The Quality of Life purpose statement includes the word "Relationships" because relationships are the foundation of any meaningful change within a community. The use of "safe and vibrant neighborhoods" illustrates the importance of the neighborhood as the cornerstone of how our residents view their quality of life. Finally, the emphasis on "showcasing the promising future of Oxnard" is homage to our youth and the paramount importance they have in the goals and objectives we identified in our business plan (Attachment B: FY 2016/17 and FY 2017/18 Quality of Life Strategic Business Plan).

GOALS:

The three goals identified in the Quality of Life Strategic priority area include (1) improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues, (2) address homelessness through the development and implementation of a multi-tiered strategy, (3) strengthen neighborhood development and connect the City, community and culture.

Goal One:

For goal one, improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues, there are five objectives listed below:

Objective 1a: Create a renewed focus on police/community relations with underserved communities and youth population;

Objective 1b: Explore alternatives for youth through recreation programs and intervention services;

Objective 1c: Highlight our continued efforts to address Domestic Violence;

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

Objective 1e: Develop a rental inspection program.

Goal Two:

For goal two, address homelessness through the development and implementation of a multi-tiered strategy, one objective is listed below.

Objective 2a: Identify the City's homelessness mission and create a 5-year plan to address homelessness.

Goal Three:

For goal 3, strengthen neighborhood development and connect the City, community and culture, five objectives are included in the business plan as follows:

Objective 3a: Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community;

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

Objective 3c: Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor);

Objective 3d: Create a pilot revitalization project for Southwinds Neighborhood;

Objective 3e: Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.

PERFORMANCE MEASURES:

Listed below are five performance measures identified for the Quality of Life Strategic Priority Area:

1. City will increase the number of community event collaborations by 5% each year;
2. City will activate 2 new neighborhoods annually;
3. Increase the City's social media followers by 10% each year;
4. Increase the number of youth referred to employment through youth services by 5% each year;
5. 10% reduction in number of homeless counted during the annual January count for each year.

ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA:

The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This strategy is key in strengthening the foundational base of the Oxnard 2020 Project pyramid, "Corporate Support, Accountability, and Value Systems."

GOALS:

The three goals identified in the Organizational Effectiveness strategy include the following: (1) help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization which include Finance, Information Technology and Human Resources, (2) increase transparency with Council, community and staff related to the City's budget and financial management, (3) focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community. This is an area that has been sorely lacking in the recent past, as training and development was cut and virtually non-existent as the City faced recent budget crises'. However, the City has recently placed a renewed emphasis on training and development, with the launch of an organizational development initiative that includes quarterly training, and other workshops.

Goal One:

For goal one, help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization which include Finance, Information Technology and Human Resources, four objectives are proposed as follows:

Objectives:

Objective 1a: Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July 2015, and provide periodic reports to Council on the status on the plans;

Objective 1b: Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law, and that Council policy is adhered to;

Objective 1c: Develop written procedures to address Internal Control recommendations from auditor;

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

Goal Two:

For goal two, increase transparency with Council, community and staff related to the City's budget and financial management, three objectives are proposed as follows:

Objective 2a: Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities;

Objective 2b: Prepare quarterly budget updates and have month-end financial reports available via the City's website;

Objective 2c: Create a standardized template to present financial and other data to the general public.

Goal Three:

For goal 3, focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community, four objectives are proposed as follows:

Objective 3a: Develop a training program that focuses on strengthening the effectiveness of supervisory/management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures;

Objective 3b: Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization;

Objective 3c: Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization;

Objective 3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies and attract talent into the organization.

PERFORMANCE MEASURES:

There are four performance measures associated with the Organizational Effectiveness Strategic Business Plan:

1. Report organizational assessment progress to Council in all 4 quarters of Fiscal Year 2016-17;
2. Complete at least 2 performance audits in Fiscal Year 2016-17;
3. Provide upgraded employee orientation training to 100% of new hires during Fiscal Year 2016-17;
4. Launch the Oxnard 311 app and track time it takes to resolve complaints to establish baseline for future years;

ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA:

The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This strategy seeks to build the foundation of the City's economic future, with the purpose of attracting investment, increasing the tax base, generating public revenues, and creating jobs. The goals identified in this business plan focus on leveraging resources by collaborating with businesses, property owners, civic leaders, community members, and other stakeholders in the local economy.

To support the strategy, objectives that facilitate business growth and retention that are enhanced by partnering with agencies are identified. Contemporary and effective internal policies and procedures must be set in place, along with new streamlined processes. A focus on customer service must be prioritized to attract and establish new business, while continuing to support the existing business community. Another part of the strategy is to revitalize Oxnard's historic downtown area by placing an emphasis on creative arts, historical capital and cultural traditions.

GOALS:

The five goals identified in the Economic Development strategic priority area include (1) creating a vibrant and economically sustainable commercial, industrial, and retail industries throughout the City, (2) enhancing business development throughout the City, (3) enhancing business retention and attraction, (4) implementing a one-stop shop effort at the City's Service Center, and (5) revitalizing Oxnard's downtown and pursuing economic development opportunities.

Goal One:

For goal one, creating a vibrant and economically sustainable commercial, industrial, and retail industries throughout the City, there is one objective identified under that business plan.

Objective 1a: Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal Two:

For goal two, enhancing business development throughout the City, four objectives are identified.

Objective 2a: Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b: Improve relationships and communication between the City and the business community.

Objective 2c: Capitalize on historic, cultural and natural resources.

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

Goal Three:

For goal three, enhancing business retention and attraction, one objective is listed below.

Objective 3a: Implement an economic development plan for attracting and retaining business.

Goal Four:

For goal four, implementing a one-stop shop at the City's Service Center, one objective has been identified.

Objective 4a: Streamline internal process to ensure government efficiencies.

Goal Five:

For goal five, revitalizing Oxnard's downtown and pursuing economic development opportunities, one objective is identified and listed below.

Objective 5a: Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

PERFORMANCE MEASURES:

There are four performance measures associated with the Economic Development Strategic Business Plan:

1. 5% increase in number of new businesses opening in Oxnard annually;
2. 5% improvement in City's annual business retention rate annually;
3. 10% increase in business tax revenue over the next two years;
4. 5% annual increase in number of visitors/tourists to Oxnard.

INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA:

The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. The City's public facilities and infrastructure play an essential role in the fabric of the community. The City seeks to develop and maintain infrastructure that is community-serving, resilient, high-performing, cost-effective, resource efficient, and environmentally friendly. Decisions about infrastructure represent some of the most significant policy choices made by the City of Oxnard. These include repair and replacement of existing facilities, the construction of new facilities such as parks, playgrounds, water or sewer systems, streets, traffic signals, and roads.

GOALS:

The five goals included in this business plan include (1) ensuring that existing master plans for all City infrastructure are synchronized and consistent with the General Plan, (2) ensuring funding meets the goals of the Master Plan, (3) ensuring proper construction and maintenance of infrastructure in order to provide maximum benefit with lowest lifecycle costs, (4) ensuring orderly development and long-range conservation and management of the City's natural resources and coastal assets, (5) complete an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Goal One:

For goal 1, ensuring that existing master plans for all City infrastructure are synchronized and consistent with the General Plan, two objectives are listed below.

Objective 1a: Complete the Integrated Public Works Master Plans.

Objective 1b: Develop a City-wide asset management plan.

Goal Two:

For goal 2, ensuring funding meets the goals of the Master Plan, two objectives are identified in the business plan.

Objective 2a: Maximize funding sources.

Objective 2b: Set rates and fees to fully recover cost.

Goal Three:

For goal 3, ensuring proper construction and maintenance of infrastructure in order to provide maximum benefit with lowest lifecycle costs, two objectives are listed below.

Objective 3a: Implement capital improvement plans.

Objective 3b: Catch up on deferred maintenance for City facilities.

Goal Four:

For goal 4, ensuring orderly development and long-range conservation and management of the City's natural resources and coastal assets, three objectives are included as follows:

Objective 4a: Develop and implement a sustainability program

Objective 4b: Protect ocean and waterways.

Objective 4c: Evaluate current assets, needs, and funding issues.

Goal Five:

For goal 5, develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water, one objective is identified.

Objective 5a: Evaluate current assets, needs, and funding.

PERFORMANCE MEASURES:

Listed below are five performance measures included in the Infrastructure and Natural Resources Strategic Priority Area.

1. Ensure Integrated Public Works Master Plan is at least 70% implemented within the next two years;
2. Ensure Coastal plan is at least 25% implemented within next two years;
3. Increase number of grants applied for by 15% annually over the next two years;
4. Reduce maintenance backlog by 20% annually;
5. Ensure CIP Projects are on time and within budget 90% of the time.

NEXT STEPS:

The purpose of this staff report is to present to Council the proposed business plans and obtain Council feedback and direction on the preliminary purpose, goals, objectives, and performance measures.

Staff will incorporate Council's feedback and return to Council in late May for adoption of the FY 2016/17 and 2017/18 Strategic Business Plans.

FINANCIAL IMPACT

The FY 16/17 budget discussions have begun with the various departments and interdepartmental strategy teams have preliminary identified potential fiscal impacts with the implementation of the business plans. Costs associated with the implementation of the strategic business plans will be brought to Council for consideration during the upcoming FY 16/17 budget workshops.

ATTACHMENTS

- Attachment A: October 29, 2015 Council Priority Setting Workshop Report
- Attachment B: FY 2016/17 and FY 2017/18 Quality of Life Strategic Business Plan
- Attachment C: FY 2016/17 and FY 2017/18 Organizational Effectiveness Strategic Business Plan
- Attachment D: FY 2016/17 and FY 2017/18 Economic Development Strategic Business Plan
- Attachment E: FY 2016/17 and FY 2017/18 Infrastructure and Natural Resources Strategic Business Plan



**City of Oxnard
City Council/Executive Team
Priority Setting Workshop**

Held October 29, 2015

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Summary of Discussions

On October 29, 2015, the City Council and Executive Team held a priority setting workshop from 3 – 7 pm in the Oxnard Library, Meeting Room B.

The objectives for the workshop were as follow:

- Create consensus on priorities for the next two years
- Strengthen teamwork between City Council and the Executive Team

Agenda

- Welcome by the Mayor
- Public comments
- Review key accomplishments
- Create consensus on priorities
- Determine how we will stay on course
- Wrap up

Workshop Participants

- Tim Flynn, Mayor
- Carmen Ramirez, Mayor Pro Tem
- Bert Perello, Councilmember
- Dorina Padilla, Councilmember
- Bryan MacDonald, Councilman
- Greg Nyhoff, City Manager
- Maria Hurtado, Assistant City Manager
- Scott Whitney, Assistant City Manager
- Steve Fischer, Interim City Attorney
- Joseph Lillio, Chief Financial Officer
- Jeri Williams, Police Chief, Interim Fire Chief
- Ashley Golden, Development Services Director
- Kym Horner, Economic Development Director
- Arturo Casillas, Housing Director
- Dan Rydberg, Interim Utilities Director
- Keith Brooks, Interim IT Director

- Daniel Martinez, City Clerk
- Danielle Navas, City Treasurer
- Todd Vasquez-Housely, Interim Deputy Public Works Director
- Terrel Harrison, Recreation Supervisor
- Chelsea Reynolds, Performing Arts Center Manager

The facilitator for the workshop was Jan Perkins, assisted by Julie C.T. Hernandez with flipchart recording, both of whom are with the local government consulting firm Management Partners.

Workshop Preparation

To prepare for the workshop, facilitator Jan Perkins interviewed each member of the City Council regarding accomplishments of the City over the last two years and to learn about each person's priorities for the next year or two.

Staff prepared a document containing all of the priorities identified by the City Council as well as key items identified by the Executive Team. Status information was provided on each item. See Attachment A.

Workshop Ground Rules

At the start of the workshop, the facilitator suggested several ground rules for discussion to help the City Council and staff reach the objectives of the workshop.

- Stay on track
- Fully participate
- Listen with an open mind
- Give your colleagues an opportunity to talk

Public Comments

Several members of the public offered their comments on priorities. Comments included:

- **Cultural Arts Commission:** Funding for new brochures, use City-owned properties and public spaces but need City leadership to coordinate use
- **Planning Commission:** Green policy, local coastal plan, futuristic city plan
- **Senior Services Commission:** Extend technology training to seniors, demolish Wilson Park building and rebuild, establish a foundation to raise funds to reconstruct a state-of-art senior center

- **Homeless Commission:** Create a 10-year plan for homeless services, hire a homeless services coordinator, emphasis on affordable housing for low- and very low-income in City's housing element
- **Inter-Neighborhood Council Organization (INCO):** Reactivate neighborhood councils, hold a town hall annually, address safety issues, code enforcement, increase numbers of neighborhood watch programs, repair neighborhood lighting (*See Appendix 1 for a copy of the handout they distributed at the meeting; City staff notes that many of the items on the handout will be addressed under the Quality of Life strategic priority area*)
- **Parks and Recreation Commission:** Acquire small parcels throughout the City where the City is park deficient, begin Park and Recreation tours, reach out to CAG, build a Friends of Parks volunteer group, survey all recreation space in City and find other recreation space that could possibly be used including reaching out to educational institutions and churches, survey demand for parks and recreation needs, 24-hour community center
- City needs a balanced budget, will planned reductions be realized, also focus on revenue
- **Community Relations Commission:** More outreach to community, including something that is interactive with ability for community to send in comments
- City as an organization must follow State and Federal laws, including ADA
- **Measure "O" Committee:** Want more input on how funding is spent, need to ensure that funds being used on proper community projects, need a process and procedures to prioritize the use of funds

Reflecting on Accomplishments

The City Council and Executive Team, working in four small groups, discussed what factors contributed to the City's success with the many accomplishments over the past year and what impediments can get in the way of accomplishing important priorities.

The list of accomplishments was intended to be illustrative and not a comprehensive list. The items on the list were as follows.

- Completed paving on 50% of local streets funded by Measure O
- Commissioned an organizational assessment that resulted in a budget that reflected fiscal reality

- Started changing the core direction and building a culture of accountability, fiscal sustainability, and ethical expectations for the City Organization
- Initiated use of the Advanced Water Purification Facility (AWPF)
- New Fire Station 8
- New soccer fields at College Park
- Successful transition from private to public of the Materials Recovery Facility (MRF)
- Emphasized preservation of our coastal assets and initiated the Local Coastal Plan update
- Extended emergency ordinance regarding power plant
- Looked at opportunities at Ormond Beach
- Lawsuit win over former city manager

Contributors to our success:

The four small groups offered their comments on what contributed to success. The consolidated comments are as follow.

- Collaboration with community, staff and Council
- Clear policy direction
- Leadership
- Hardworking, committed City Council
- Hardworking staff
- Engaged, attentive community
- Advisory groups/stakeholders/residents
- Good staff support
- Bought in new team; working well together; new, good City Manager
- Use of expert outside consultants when needed
- Got second opinion; didn't settle for first opinion
- Public/private partnership lend/lease agreement
- MRF – took chance; 3-2 vote; used outside consultant/expert
- Collaboration: Federal, State, region
- Fresh perspective
- Passage of Measure O to be able to fund items; streets paved
- Interdepartmental cooperation; broke down silos
- Being included in the budget process (department heads)
- Clarity from Mayor/Council to City Manager = Success
- Taking action/making decisions/reaching consensus
- Follow through with decisions
- Having vision: AWPF and MRF

Impediments to success:

The four small groups offered their comments on what impediments had to be overcome in achieving the successes, and some that remain. The consolidated comments are as follow.

- Funding for Fire Station 8
- So many problems identified; hard to get forward momentum (re: organizational assessment)
- Funding/need to restore financial capacity
- Staffing
- Training/expertise
- Infrastructure limitations
- Lack of record keeping and systems
- Lack of investments in technology, infrastructure
- Reactive vs. proactive/crisis mode
- Delays in filling positions
- Lack of clarity of what/which positions should be filled
- Build-up of lack of trust from community
- Things take time
- Limited resources: staff time; key HR/CMO functions (Management Partners report pointed this out)
- Taking action/making decisions/reaching consensus

Overview of Priority Setting



Facilitator Jan Perkins and City Manager Greg Nyhoff provided an orientation to priority setting. A summary of points made is as follows.

- | | |
|---|---|
| • Choices between competing needs | • Priorities are set for the budget |
| • Considers the on-going work of the organization | • Performance measurement for accountability |
| • Is a way for policy makers and staff to be on the same page with expectations | • Achievable priorities are ones that match available resources |

Orientation to the Operating Environment

City Manager Greg Nyhoff explained that the operating environment within which priorities are accomplished is characterized by several factors which need to be kept in mind as priorities are set.

- Studies have identified deficiencies in our corporate systems – recommendations from the studies are now in implementation
- Limited financial resources
- Lean staffing for project execution
- Many positions eliminated for budget balancing purposes
- Many community needs

The City Manager referenced the pyramid that illustrates the three critical building blocks of good government. The first level is the foundation for the rest. That level is having strong systems for the municipal corporation, accountability and values.



Discussion of Council Priorities

The first step in the process was for the Assistant City Manager to orient the City Council to the list of priorities, both in the handout and in posters on the wall.

Working in small groups, the four strategic priority areas were reviewed. The questions answered by the four groups were:

- Are all of the objectives listed important priorities?
- Is anything missing from the objectives? If so, what?

After the small groups held their discussions, the entire group of City Council and Executive Team discussed each of the four strategic priority areas. Additional comments were made by Councilmembers at that time and their comments were recorded on flipcharts.

Attachment A contains a list of the objectives as modified by the group discussion.

Guiding Principles: Councilmembers noted that some of the items on the list or in the discussions are actually guiding principles. Examples of those are:

- Be customer centric, with a strong service orientation.
- Collaborate with community, County and other groups to achieve objectives.
- Be transparent with information to the community about the City's finances.
- Be honest about what the City can accomplish with its available staffing and other resources; do not over promise.
- Think differently about issues and how to solve problems – be creative.
- When making infrastructure improvements, think about future technologies and plan for those.

Organization of the Goals Document

The goals document (Attachment A) is organized into four strategic priority areas (A, B, C, D), each of which has either one or two broad goals. Each goal has several objectives.

The strategic priority areas and broad goals are listed below. These did not change through the discussions. The objectives that are under each of the goals were the focus of the small and large group discussions and modifications were made to those based on discussions.

Strategic Priority Area A: Organization Effectiveness

Goal 1: Create a strong, healthy, accountable organization with a culture that supports effective Council/staff relations and develops and appreciates our employees.

Goal 2: Establish prudent and effective corporate systems and culture and communicate to the community what we are doing. (Includes HR, Finance, IT, teambuilding, training, interdepartmental collaborations)

Strategic Priority Area B: Economic Development

Goal 1: Revitalize the downtown and pursue economic development opportunities.

Strategic Priority Area C: Quality of Life

Goal 1: Improve community safety and quality of life through a combination of prevention, intervention and suppression, including non-police services that address underlying issues.

Goal 2: Strengthen neighborhood development, and connect City, community and culture.

Strategic Priority Area D: Infrastructure and Natural Resources

Goal 1: Make progress on capital projects and protect our natural and coastal assets.

Dot Voting

Councilmembers were asked to do dot voting to identify their top priorities, as a body, for progress over the next two years. As was explained, there is neither the time nor money to move forward equally on everything listed in Attachment A.

Two rounds of dot voting were carried out.

- ***Round One:*** Each Councilmember was provided eight dots, to place on their top eight items.
- ***Round Two:*** Each Councilmember was provided two additional dots, to place on two of the items that already had one or more dots from round one.

How the dot voting will be used: The result of this process was a consensus on top items. The priorities receiving the most dot votes are listed below. It is staff's intent is to make measurable progress on everything listed in Attachment A within the two-year timeframe of FY 2016-17 and FY 2017-18. However, while everything is important, when there is a question in how to allocate resources, the items listed below will be receive the highest attention.

Received four dots:

Strategic Priority Area A: Organizational Effectiveness

- Goal 2, Objective 3: **Implement 128 recommendations from assessment to institute effective management systems.**

Received three dots:

Strategic Priority Area A: Organizational Effectiveness

- Goal 1, Objective 2: **Continue our focus on improving staff accountability and problem solving.**
- Goal 2, Objective 3 (a): **Implement budget and financial management improvements (e.g., changes in budgetary controls, financial management policies, financial health of the general fund and Measure O funds, purchasing practices, contract management, treasury, accounting and internal controls, payroll and human resources controls, risk management, workers compensation and grants management).**

Strategic Priority Area C: Quality of Life

- Goal 1, Objective 4: **Examine options for long term sustainability of our public safety services, including ensuring efficient deployment of resources in the police and fire departments and analyzing the cost of adding public safety positions (e.g. police officers for community policing, firefighters, gang prosecutor, lifeguards).**
- Goal 2, Objective 6: **Develop a rental inspection program.**

Strategic Priority Area D: Infrastructure and Natural Resources

- Goal 1, Objective 1: **Complete our utilities master plan and take necessary steps to provide long term capital replacement and financial stability of our utilities.**

Received two dots:

Strategic Priority Area A: Organizational Effectiveness

- Goal 1, Objective 3: **Establish ethics policies for elected officials, board and commission members, executive management and all employees, and include a whistleblower policy to provide a safe avenue for employees to report problems.**
- Goal 2, Objective 1: **Institute a priority based budgeting program and establish performance measures (foundation set in the first year and implementation second year).**
- Goal 2, Objective 4: **Receive complete and timely information about our finances; provide clear, understandable information to the public; improve the public's confidence in the City's finances.**

Strategic Priority Area B: Economic Development

- Goal 1, Objective 2: **Improve collaborations between EDCO, Chamber of Commerce, downtown organizations, Economic Development Department and Development Services Department to increase job creation and business retention.**
- Goal 1, Objective 3: **Streamline our policies and procedures (e.g., permitting and zoning) and establish good customer service practices within our development services (one-stop shop).**

Strategic Priority Area C: Quality of Life

- Goal 1, Objective 2: **Address youth crime issues.**
- Goal 2, Objective 2: **Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.**

Strategic Priority Area D: Infrastructure and Natural Resources

- Goal 1, Objective 4: **Update our coastal plan to protect our coasts in the future.**

Staying On Course to Achieve Priorities

The Council agreed that it was important to stay focused on the agreed-upon priorities but that new issues will arise. The City Manager will return to the Council with a process, taking into account the comments made in this discussion. Comments made included:

- Focus on the agreed upon goals – do not add new things (unless extremely urgent).
- Consider a two-step process, whereby if a Councilmember wishes to suggest a new project or initiative, it would be placed on a Council agenda for discussion. The City Manager would comment on how it would impact other priorities. Then the Council would determine if the new initiative should move forward.
- Keep a list of new special projects that are raised, so they can be tracked; add to minutes of the meeting so it is memorialized.
- Once a month have a place on the Council agenda discuss potential new priorities.
- We did not have priorities in the past; having them will help in decision-making.
- If the Council adds something, acknowledge that delays will occur.

Follow-Up Steps

The Council consensus on priorities will be reflected in the staff's work plan and in the upcoming budget. Staff will periodically report progress on the priorities.

Specific next steps are:

- Workshop report to be placed on Council agenda for discussion, with the Council adopting or modifying the 4 Strategic Priority areas.
- Once Council approves the four Strategic Priority areas, staff will prepare a business plan for each of the 4 strategic priority areas and return to Council for review and adoption.
- Once Council adopts the four Strategic Priority area Business Plans, they will be incorporated into the Fiscal Year 2016/2017 budget.
- Periodic progress reports will be provided to Council after adoption.

Closing Comments

In closing, the Mayor, each Councilmember and the City Manager commented on the workshop. Each stated the workshop was a good opportunity to discuss important issues with each other and the staff.

Attachment A: Strategic Priority Areas, Goals, Objectives

This table contains the objectives as modified through discussions on October 29, 2015. It also contains a summary of the comments made in each of the four categories. The objectives receiving 2, 3 or 4 dots at the City Council workshop are noted below in the second column. Only the Mayor and Councilmembers were involved in the dot voting.

Strategic Priority Areas (A,B,C,D) Goals and Objectives	Currently underway by staff X=Yes		
	Number of Dots from Council	Progress planned FY 2016-17	Progress Planned FY 2017-18
STRATEGIC PRIORITY AREA A: ORGANIZATIONAL EFFECTIVENESS			
Goal 1: Create a strong, healthy, accountable organization with a culture that supports effective Council/staff relations and develops and appreciates our employees.	X	Continue Implementing Organizational Assessment Recommendations	Anticipated completion of implementation of recommendations
Objective 1: Establish employee development, training, recognition and orientation programs to build talent within our organization.	X	Orientation program	Training program
Objective 2: Continue our focus on improving staff accountability and problem solving.	X 3 dots	Ongoing	Ongoing
Objective 3: Establish ethics policies for elected officials, board and commission members, executive management and all employees, and include a whistleblower policy to provide a safe avenue for employees to report problems.	X 2 dots	Ongoing/ Whistleblower Policy will be Implemented	Ongoing
Goal 2: Establish prudent and effective corporate systems and culture and communicate what we are doing to the community. (Includes HR, Finance, IT, teambuilding, training, interdepartmental collaborations)	X	Continue Implementing Organizational Assessment Recommendations	Anticipated completion of implementation of recommendations
Objective 1: Initiate a priority based budgeting program and establish performance measures (foundation will be set in the first year and implementation in the second year)	X 2 dots	Work with experts to develop	Continue to implement

Priority Setting Workshop

Attachment A: Strategic Priority Areas, Goals, Objectives

Management Partners

Objective 2: Establish an internal audit program.	X	Item goes to Council 11/17/15	
Objective 3: Implement 128 recommendations from organization assessment to institute effective management systems, in the following categories.	X 4 dots	Will continue to implement with quarterly updates to Council	Anticipated completion of implementation of recommendations
a. Budget and financial management (e.g., budgetary controls, general fund and Measure O, purchasing, accounting, internal controls, payroll controls, risk management)	X 3 dots	Will continue to be addressed as part of organizational assessment	Will continue to be addressed as part of organizational assessment
b. Information technology	X	IT Master Plan goes to Council 10/27	Will continue to be addressed as part of organizational assessment
c. Asset Management (fleet, facilities, parks, streets and alleys, water, wastewater, stormwater)	X	Will continue to be addressed as part of organizational assessment	Will continue to be addressed as part of organizational assessment
d. Human resources and programs	X	Will continue to be addressed as part of organizational assessment	Will continue to be addressed as part of organizational assessment
Objective 4: Receive complete and timely information about our finances; provide clear, understandable information to the public; improve the public's confidence in the City's finances.	X 2 dots	Ongoing	Ongoing
<u>Small and large group comments about Organization Effectiveness:</u> - Community input (survey/outreach) - Cross-communicate (two-way communication, three way communication) - Listen, address and then rectify - Clear communication of expectations and values to staff - Priorities to positions to outcomes - Providing good customer service is essential - Self-improvement programs (e.g., Six Sigma) - Role of technology to save dollars and assist staff - Make sure residents understand how we stand financially - Ethos of public service – it is a higher calling			

STRATEGIC PRIORITY AREA B: ECONOMIC DEVELOPMENT			
Goal 1: Revitalize the downtown and pursue economic development opportunities.	X	Develop a strategic plan for downtown	Continue developing and implementing strategic plan
Objective 1: Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	X	Develop a strategic plan for downtown	Continue developing and implementing strategic plan
Objective 2: Improve collaborations between EDCO, Chamber of Commerce, downtown organizations, Economic Development Department and Development Services Department to increase job creation and business retention.	X 2 dots	Ongoing	Ongoing
Objective 3: Streamline our policies and procedures (e.g. permitting and zoning) and establish good customer service practices within our development services (one-stop shop).	X 2 dots	Anticipated opening of one-stop shop	Continue focus on good customer service
Objective 4: Prepare and implement an economic development plan for attracting and retaining business. Capitalize on historic and natural resources. Engage partners.	X	Spring 2016	
<u>Small and large group comments about Economic Development:</u> <i>Economic development is the way the City will get more revenue</i> <i>Economic development plan and strategies are critical (being developed now)</i> <i>Tourism, Ormond Beach are assets; take advantage of Oxnard as a coastal city, our natural resources, farmland, ocean, wetlands</i> <i>Vision for the city (family place, good paying jobs)</i> <i>Business retention and support</i> <i>Education is the key to well-paying jobs; Linked Learning</i> <i>Broaden our pool of partners; housing options</i> <i>Historic resources are an asset</i> <i>Be careful in reviewing development agreements</i>			

STRATEGIC PRIORITY AREA C: QUALITY OF LIFE			
Goal 1: Improve community safety and quality of life through a combination of prevention, intervention and suppression, including non-police services that address underlying issues.	X	Ongoing; focus on continuing to implement non-police services, such as neighborhood watch and nextdoor.com	Ongoing
Objective 1: Create a renewed focus on police/community relations with underserved communities and youth population.	X	Continue efforts to engage Latino community with officers and Community Affairs Manager	Continue efforts to engage Latino community
Objective 2: Address youth crime issues including dealing with graffiti.	X 2 dots	Continue to work with Recreation and Youth Safety Coordinator/Community Groups	Continue work
Objective 3: Strengthen our focus on domestic violence.	X	Ongoing	Ongoing
Objective 4: Examine options for long term sustainability of our public safety services, including ensuring efficient deployment of resources in the police and fire departments and analyzing the cost of adding public safety positions (e.g. police officers for community policing, firefighters, gang prosecutor, lifeguards).	X 3 dots	Continue to examine options while focusing on managing current resources and budget	Continue to address
Objective 5: Develop a plan to address homelessness.	X		
Goal 2: Strengthen neighborhood development, and connect City, community and culture.	X	Ongoing, focus on implementing new tools like nextdoor.com	Ongoing
Objective 1: Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.	X	Ongoing	Ongoing
Objective 2: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	2 dots	Will be addressed by Public Relations and Community Affairs Manager	Continue to address
Objective 3: Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).	X	Ongoing, new tools are being added and discussed	Ongoing
Objective 4: Create a pilot revitalization project for Southwinds Neighborhood.			

• Objective 5: Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events.			
• Objective 6: Develop a rental inspection program.	3 dots		
<i>Small and large group comments about Quality of Life:</i> • Add “underserved community and youth population” to 1 • How to better deal with graffiti • Plan for homelessness should not only be in the downtown • Need to add objective of a rental inspection program • Emphasis on hiring local in public safety • Be careful with promises if resources are not available to do something • Be aware of fiscal sustainability; pension reform • Youth issues need emphasis • Utilize County resources and other outside groups, along with community groups to facilitate improvements in our quality of life; focus on collaboration • Think of issues differently, such as turning youth doing graffiti into community art opportunities			
STRATEGIC PRIORITY AREA D: INFRASTRUCTURE AND NATURAL RESOURCES			
Goal 1: Make progress on capital projects and protect our natural and coastal assets.	X	Continue work on Local Coastal Plan Updates and Ormond beach	Continue progress
• Objective 1: Complete our utilities master plan and take necessary steps to provide long term capital replacement and financial stability of our utilities.	X 3 dots	Begin Implementation of Master Plan	Continue Implementation of Master Plan
• Objective 2: Complete the balance of local street paving projects funded by Measure “O”.	X	Complete in FY 16-17.	
• Objective 3: Develop a Measure “O” allocation plan that will include infrastructure improvements such as streets, City buildings, parks and other capital needs. Revisit and redefine a vision and plan for Campus Park.	X		
• Objective 4: Update our coastal plan to protect our coasts in the future.	X 2 dots		

• Objective 5: Develop a restoration plan for Ormond Beach and a remediation plan for the Halaco site with a long term vision to attract tourism and natural resources related firms.	X		
• Objective 6: Prepare a master plan (including funding) for long term capital replacement of our parks, streets and all City facilities.			
• Objective 7: Learn about telecommunications infrastructure needs related to economic development and attracting business to Oxnard.			
<u>Small and large group comments about Infrastructure and Natural Resources:</u> • <i>Include all City facilities (parks, streets)</i> • <i>Add an objective regarding telecommunications to meet the needs of business</i> • <i>Increase private-public partnerships – economic development</i> • <i>Funding plan for all infrastructure needs</i> • <i>Host fees/franchise fees for services that duplicate city services</i> • <i>Preservation of coast, harbor/power plant area is all one major objective</i> • <i>Infrastructure centered on economic growth</i> • <i>When making infrastructure improvements think of new technologies that are coming in the future</i> • <i>Needs in the internal areas of city</i> • <i>Protect what's ours – e.g., trucks on Rose Avenue are creating an impact, keep neighborhoods clean, parking problems, trash/recycling thefts</i> • <i>Don't over promise; look at fees for service where applicable</i>			

Appendix 1: INCO and Citizen Advisory Groups: Budget Related Priorities

This was a handout distributed at the October 29, 2015 Council workshop. It was prepared by INCO and the Citizen Advisory Groups.

This list is a summary of goals that CAGs have discussed, with a focus on those related to the budget

- 1) INCO Priorities:
 - a. Short-Term: Reactivate all neighborhood councils (requires more meeting spaces, cleanup, etc., does effect budget), Develop and utilize more effective means of communications, and increase INCO participation.
 - b. Medium-Term: Sponsor an annual Town Hall meeting, and research and present information on projects affecting residents of Oxnard at INCO meetings.
 - c. Work with the Mayor, City Council, City Manager, and staff (and others) representing neighborhood residents to solve problems affecting quality of life in Oxnard.
- 2) Cultural Arts Committee
 - a. Short-Term: Form a 501(c)3: Approval requested and on agenda for 11/15 Council to increase funding and sponsored events.
 - b. Medium-Term: Create a Cultural Arts Master Plan and eventually revise the Strategic Cultural Arts Master Plan.
 - c. Long-Term: Fund and create a master promotion networking medium for the City.
- 3) Measure "O" Oversight Committee
 - a. Short-term: More input to City Council on How Measure "O" Funding is Spent
 - b. Long-Term: Ensure Measure "O" Funding is Used on Proper Community Projects
 - c. Long-Term: Process or Procedure for Measure "O" Priorities
- 4) Youth Commission
 - a. Short-Term: Be the Youth's Voice, Spread an Anti-Bullying Message
 - b. Long-Term: More Activities and More Places for Youth
- 5) Senior Services
 - a. Short-Term:
 - i. Expand technology training at the three senior centers with virtual senior center in mind
 - b. Long-Term:
 - i. Establish a foundation to raise construction funds for a new state of the art senior center to support new and ongoing programs and existing senior centers
 - ii. Demolished existing Wilson Park restrooms and reconstruct in a different location of the park
 - iii. Reopen Colonia Senior Center

Priority Setting Workshop

Appendix 1: INCO and Citizen Advisory Groups: Budget Related Priorities

Management Partners

- 6) Community Relations Commission
 - a. Short-Term: Build and develop our communication
 - b. Short-Term: Increase public attendance at our meetings
 - c. Long-Term: Advocate for Under-represented and Diversity
- 7) Planning Commission
 - a. Short-Term: Focus on a Green Policy (Sustainability)
 - b. Short-Term: Continue to focus on the Local Coastal Plan (LCP)
 - c. Long-Term: Develop Futuristic City Planning
- 8) Parks, Recreation and Community Services Commission
 - a. Short-Term: Begin Commission Tours of Parks and Rec Venues to evaluate parks and venues and gather public input.
 - b. Short-Term: Collaborate with other CAGS and Staff (increase efficiency)
 - c. Long-Term: Support a City wide "Friends of the Park" Volunteer System to build relationships between residents and their parks
- 9) Downtown Design Review Committee
 - a. Short-Term: Provide better handouts to property owners and merchants, and provide inspiration of what Downtown can be.
 - b. Medium-Term: Be proactive with involvement with projects that could result from \$6 million fund
- 10) Commission on Homelessness
 - a. Short-Term: Recommend presentation of the "10-year Plan to End Homelessness" to the City Council for adoption
 - b. Short-Term: Recommend that the City Council fund a staff position for a Homeless Services Coordinator
 - c. Medium-Term: Recommend that the City Housing Element include a number of provisions that will increase the supply of affordable housing for very-low and extremely-low income persons



**QUALITY OF LIFE STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN**

**ATTACHMENT B: QUALITY OF
LIFE BUSINESS PLAN**

Purpose: To build relationships within the community that create safe and vibrant neighborhoods which will showcase the promising future of Oxnard.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1a. Create a renewed focus on police/community relations with underserved communities and youth population.	1.a.1 Enhance and emphasize the Youth Academy held twice annually and organized by OXPD School Resource Officers.	Jason Benites	1/1/2017		
		1.a.2 More effectively use the School Resource Officers by having them work closely with the Office of Youth Safety, Youth Director Council, and P.A.L.	Jason Benites	7/1/2017		
		1.a.3 Identify police officers that can serve as community representatives to underserved communities.	Eric Sonstegard	12/31/2016		
		1.a.4 Increase emphasis on recruiting and hiring local (Oxnard) residents for Police, Fire and Public Works.	Eric Sonstegard	12/31/2016 6/30/2017 12/31/2017 6/30/2018		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. Explore alternatives for youth through recreation programs and intervention services.	1.b.1 Perform community outreach to promote Recreation programs and services through a deliberate social media campaign, redesigned website that is user friendly and easy to navigate, and other methods (magazine, survey, etc.).	Terrel Harrison	6/30/2018		
		1.b.2 Promote programs at various community events and festivals by having program literature available and actively participating by providing youth & adult volunteers, activities and logistical assistance.	Terrel Harrison	10/30/2016		
		1.b.3 Deliberately work on collaborating with community members, organizations and agencies to ensure youth are being referred to appropriate intervention and prevention programs (i.e.PAL, City Corps, VC Probation, local school districts, various non-profits, etc.). Begin by developing a community action plan with input from various stakeholders at six meetings through the year.	Terrel Harrison	6/30/2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1b. Explore alternatives for youth through recreation programs and intervention services.	1.b.4 Offer quarterly educational & professional workshops for youth (ages 16-24). Topics will include job interviews, resume writing, college applications, FAFSA applications, and other relevant topics. Workshops will be offered January, April, July, and October annually.	Terrel Harrison	1/31/2017 4/30/2017 7/31/2017 10/31/2017		
		1.b.5 Employ 175-200 youth (ages 16-24) annually. This will give youth the necessary work experience needed for their professional development.	Terrel Harrison	Ongoing		
	1c. Highlight our continued efforts to address Domestic Violence.	1.c.1 Use City social media platforms to publicize community-based efforts (ex. MICOP-"Entre Hombres", MICOP-"Voz de la Mujer Indigena", Interface-"Domestic Violence 101")	Delana Gbenekama	1/1/2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1c. Highlight our continued efforts to address Domestic Violence.	1.c.2 Bring attention to Oxnard's leading efforts in the County to address Domestic Violence issues to include: - School/Community Partnership that provides counseling services for child witnesses of domestic violence. - OXPD's participation in the county-wide Multi-Disciplinary Interview Center (MDIC). 2014 internal audit of Domestic Violence Investigations.	Eric S. Sonstegard	12/31/2016		
	1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.1. Provide a report to City Council on the viability of Lifeguard services at Oxnard beaches.	Bryan Brice	4/30/2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.	1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.	1.d.2. Determine feasibility of starting a regional fire academy in the city of Oxnard.	Bryan Brice	7/31/16		
	1e. Develop a rental inspection program.	1.e.1 Conduct a study session at City Council to determine the goals and objectives of a program.	Ashley Golden	12/31/2016		
		1.e.2 Establish a city ordinance that authorizes fees and inspection authority for a pilot inspection program.	Jefferson Billingsley	6/30/2017		
		1.e.3 Implement a pilot rental inspection program.	Ashley Golden	6/30/2018		
2. Address homelessness through the development and implementation of a multi-tiered strategy.	2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.	2.a.1 Conduct a study session with Council on homelessness objectives and present final recommendations of Commission on Homelessness to City Council	Arturo Casillas	4/1/2016		
		2.a.2 Develop job duties & position analysis for a Homeless Services Coordinator	Arturo Casillas	9/30/2016		
		2.a.3 Return to Council with recommendations for a 10-year plan to address homelessness.	Arturo Casillas	9/30/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Strengthen neighborhood development, and connect City, community and culture.	3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.	3.a.1. Produce a video series (30-60 second vignettes) focused on the unique highlights/traditions of Oxnard.	Delana Gbenekama	6/30/2017		
		3.a.2. Focus on using social media to establish a positive outlook and spread positive messages of our City.	Delana Gbenekama	Ongoing		
	3b: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	3.b.1 Initiate a "Public Speaker" series via the Community Relations Commission (CRC) to focus on Public Safety and Police/Community Relations	Delana Gbenekama	1/1/2017		
3. Strengthen neighborhood development, and connect City, community and culture.	3b: Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.	3.b.2 Foster increased collaboration with neighborhood councils and neighborhood watch programs.	Delana Gbenekama	1/1/2017		
		3.b.3 Work with Parks and Recreation Commission to establish a "Friends of the Park" program.	Terrel Harrison	6/30/2017		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Strengthen neighborhood development, and connect City, community and culture.	3.c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).	3.c.1 Develop and roll out a SmartPhone application (3-1-1) as a mobile conduit to the City of Oxnard website.	Keith Brooks	7/1/2016		
	3.d. Create a pilot revitalization project for Southwinds Neighborhood.	3.d.1 Provide update to City Council on Southwinds Neighborhood revitalization.	Jeri Williams	2/23/2016		
	3.e. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events	3.e.1 Obtain guidance from City Attorney on authority and parameters of a co-sponsorship policy.	Stephen Fischer	12/31/2016		
		3.e.2 Create a community event calendar that would be accessible through the City's website.	Delana Gbenekama	8/31/2016		



**ORGANIZATIONAL EFFECTIVENESS STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN**

**ATTACHMENT C: ORGANIZATIONAL
EFFECTIVENESS BUSINESS PLAN**

Purpose: To strengthen and stabilize the organizational foundation in the areas of Finance, Information Technology, and Human Resources, and improve workforce quality while increasing transparency to the public.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.	1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.	1.a.1 Quarterly progress report to Council and ensure implementation of the 128 recommendations outlined in the Implementation Action Plan in order of prioritization, 1A, 1B, and 2.	Maria Hurtado	Priority 1A - 7/21/15 1/05/16 Priority 1B – 4/19/16 to 9/6/16 Priority 2 – 09/6/16 to 4/17/18		
		1.a.2 Monitor and track that recommendations are implemented by respective departments.	Maria Hurtado	Ongoing		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.	1.b.1. Complete a Risk Assessment that reviews work processes, capital/asset management, risk management, city management, human resource activities, governance, accounting and financial reporting	CFO	6/1/16		
		1.b.2 Complete Performance Audit for PACC	Chelsea Reynolds	12/31/16		
		1.b.3 Complete Performance Audit for City Corp	Terrel Harrison	12/31/16		
		1.b.4 Complete Performance Audit for Golf Course	Todd Housley	12/31/16		
		1.b.5 Complete Worker's Comp Program Audit	Tabin Cosio	9/30/16		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1c. Develop written procedures to address Internal Control recommendations from Auditor.	1.c.1. Develop an RFP.	CFO	9/30/16		
		1.c.2 Work with expert to develop written procedures, and provide written procedures to Finance Department staff.	CFO	12/30/16		
		1.c.3 Provide assessment and training to ensure staff is informed of, and able to implement procedures.	CFO	12/30/16		
	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.1. Develop and implement a Whistleblower Program to provide employees with a safe avenue to report problems.	Stephen Fischer	9/30/2016		
		1.d.2. Complete a class and compensation study.	Lisa Yoshimura	6/30/2017		
		1.d.3. Review and update employee orientation program.	Lisa Yoshimura	6/30/2016		
		1.d.4. Create a recruitment system that ensures transparency related to status of vacancies, funding and recruitments.	Lisa Yoshimura	9/30/2016		

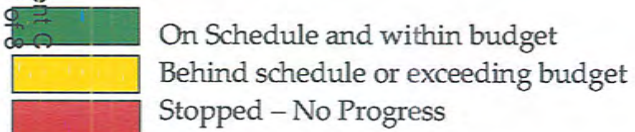
GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. To help foster a healthy and accountable corporate foundation by strengthening the support functions, which include Finance, Information Technology and Human Resources.	1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.	1.d.5. Review, revise, and update the City's Personnel policies and procedures and distribute to employees to ensure awareness and compliance.	Tabin Cosio	6/30/2018		
		1.d.6 Standardize city-wide on-boarding process.	Tabin Cosio	12/31/2016		
2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2a. Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.	2.a.1 Develop a minimum of five performance and benchmark measurements for each department.	CFO	6/30/2016		
		2.a.2 Incorporate two year business plans for each of the four Council strategic priority areas into Budget at high level overview and illustration of progress of the pyramid.	Maria Hurtado	6/30/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.	2b: Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.	2.b.1 Provide Council with Quarterly Budget Updates on the General Fund and Utilities funds.	CFO	Quarterly		
		2.b.2 Provide and communicate the availability of financial data posting via CPIO and City's website	Delana Gbenekama	Ongoing		
	2.c. Create a standardized template to present financial and other data to the general public	2.c.1 Develop high level but user friendly format to communicate financial information	CFO			
		2.c.2 Develop standardized financial dashboards	CFO	12/31/16		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3a: Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.	3.a.1: Create and roll out a module-based training curriculum focused on core competencies for supervisory and managerial staff.	Lisa Yoshimura	6/30/2017		
		3.a.2: Create a master training plan for each department establishing the critical, mandatory, and essential training components for each position with a focus on customer service	Tabin Cosio	10/1/2016		
	3b: Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization	3.b.1: Identify competencies that are critical for becoming a high performance and quality organization	Lisa Yoshimura	10/1/2016		
		3.b.2: Continued quarterly training on talent development for all departments	Maria Hurtado	Quarterly		
		3.b.3: Revise staff evaluations so they reflect talent development as a performance based category	Tabin Cosio	12/31/2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3c: Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.	3.c.1: Review and revamp employee recognition program nomination and selection procedures/criteria and committee.	Tabin Cosio	9/30/2016		
		3.c.2: Recognize supervisors and management staff on a quarterly or annual basis for developing talent within their units	Tabin Cosio	9/30/2016		
		3.c.3 Review and revise service awards program.	Lisa Yoshimura	9/30/2016		
	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.	3.d.1 Establish LDT participants from each department and assign each participant to the various work groups	Chelsea Reynolds			

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.	3d: Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.	3.d.2 Develop two year action plan based on assessment of organizational needs and identification of internal & external programs	Chelsea Reynolds			
		3.d.3 Market two year action plan to reach out and engage employees	Chelsea Reynolds			
		3.d.4 Execute action plan with support of top management and human resources	Chelsea Reynolds			





ECONOMIC DEVELOPMENT STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN

Purpose: To develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.1 Create and implement a City-wide economic development strategy	Kymberly Horner	July 1, 2018		
		1.a.2 Develop a webpage to include a list of commercial, industrial, and retail vacancies citywide to aid companies searching for new locations within the City.	Kymberly Horner	July 1, 2017		
		1.a.3 Create a current list of City and Successor Agency assets available for disposition or for disposition and development	Kymberly Horner	July 1, 2016		
		1.a.4 Work with EDC-VC and the Chamber of Commerce to promote existing mentoring/consulting programs for small businesses	Kymberly Horner	December 1, 2016 / ongoing		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities for Oxnard residents, and generates public revenues.	1.a Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.	1.a.5 Reestablish a retail attraction program for desired national and local retailers	Kymberly Horner	December 1, 2017		
		1.a.6 Host an annual economic summit meeting to create a dialogue with the business community and partners	Kymberly Horner	July 15, 2017 / Ongoing		
		1.a.7 Maintain ongoing business outreach effort and discuss issues affecting the business community. Establish a regular meeting schedule. Assign City liaisons to stakeholders.	Kymberly Horner	Ongoing		
2. Enhance business development.	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.1 Update industrial zoning code sections to address current needs	Ashley Golden	December 1, 2016		
		2.a.2 Update the temporary use zoning code and related procedures	Ashley Golden	July 15, 2017		
		2.a.3 Create and implement vacation rental regulation and related procedures	Ashley Golden	July 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Enhance business development.	2.a Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.	2.a.4 Explore infrastructure financing programs (grants, etc.) to help fund infrastructure improvements in the City's industrial areas	Kymberly Horner	August 1, 2016		
	2.b Improve relationships and communication between the City and the business community.	2.b.1 Establish ongoing "A to Z on starting a business" workshop, create a "Starting a New Business in Oxnard" guide booklet, include business startup resources and a checklist of requirements on the City's website	Danielle Navas	October 1, 2016		
		2.b.2 Develop a <i>Business Ambassador</i> effort in which City staff work with new and existing businesses to discuss their needs and interests	Danielle Navas	January 1, 2017		
		2.b.3 Implement scheduled, monthly meetings with new business owners and/or designee to discuss their needs and/or questions. Information collected to be shared with the appropriate department(s) and/or City Council.	Danielle Navas	February 1, 2017		

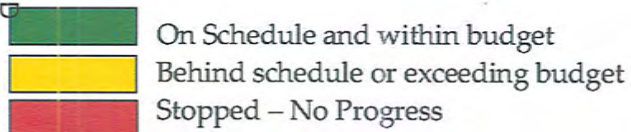
GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Enhance business development.	2.b Improve relationships and communication between the City and the business community.	2.b.4 Follow up with new businesses after establishment (3 months) to gather their feedback on overall experience. Information collected to be shared with the appropriate department(s) and/or City Council.	Danielle Navas	May 1, 2017		
	2.c Capitalize on historic, cultural and natural resources.	2.c.1 Complete an assessment and inventory of Oxnard's historical, cultural and artistic capital, developing a summit that explores the themes of a "cultural economy" and Oxnard's resources therein. Prepare a strategic plan for promoting and incorporating historical, cultural, and artistic resources in the general economy	Chelsea Reynolds	December 1, 2016		
	2.d Public safety will collaborate with the business community to promote an environment that supports economic development	2.d.1 Establish professional relationships between public safety and business owners	Jason Benites	Ongoing		
		2.d.2 Provide crime prevention through environmental design (CPTED) assessments for businesses. Develop handbook with the basic best practices.	Jason Benites	September 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Enhance business development.	2.d Public safety will collaborate with the business community to promote an environment that supports economic development	2.d.3 Enhance efforts to address vagrancy near commerce centers	Jason Benites	Ongoing		
3. Enhance business retention and attraction.	3.a Implement an economic development plan for attracting and retaining business.	3.a.1 Develop a business attraction and retention plan. Incorporate information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner	October 1, 2016		
		3.a.2 Conduct a City Council work session to define a shared definition of a "Business Friendly" environment. Include information collected from 2.b.3 and 2.b.4 (above).	Kymberly Horner	August 1, 2016		
		3.a.3 Continue and expand the Business Visitation Program	Kymberly Horner	July 1, 2016		
		3.a.4 Develop a method to survey businesses that close or leave the industrial area to learn from common issues. Share this information with department(s) and/or City Council.	Kymberly Horner	December 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
4. Implement a “one stop shop” effort at the City’s Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.1 Establish and track building permit plan check turnaround times for all division’s involved in the process	Ashley Golden	December 2016		
		4.a.2 Establish and track planning permit processing timelines	Ashley Golden	December 2016		
		4.a.3 Implement online permitting, bill pay, and inquiry ability for customers for all Service Center activities	Keith Brooks	December 2017		
		4.a.4 Develop a cross-training program to ensure concierge and counter staff is knowledgeable and to implement the <i>One-Stop Shop</i>	Tabin Cosio	July 2017		
		4.a.5 Update customer handouts and create “how-to” videos for frequently asked questions related to Service Center activities	Ashley Golden	First Phase: July 2016 Second Phase: Ongoing		
		4.a.6 Update City’s Temporary Use Permit(“TUP”) Process	Ashley Golden	Phase 1: September 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
4. Implement a “one stop shop” effort at the City’s Service Center	4.a Streamline internal process to ensure government efficiencies.	4.a.7 Conduct and/or attend annual customer service trainings for Service Center employees	Lisa Yoshimura	August 2016		
5. Revitalize Oxnard’s downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	5.a.1 Review the Congress for New Urbanism 2016 Oxnard report, and make recommendations to City Council and Planning Commission	Kymberly Horner	March 30, 2016		
		5.a.2 Identify desired uses for strategic sites and update zoning code if necessary to allow for development of the sites	Kymberly Horner	September 1, 2016		
		5.a.3 Update central business district zoning code, including but not limited to: parking, signage, design guidelines, uses, permit procedures	Ashley Golden	September 2016 – June 2018		
		5.a.4 Modify/Create Downtown Arts, Dining and Entertainment districts that includes modification to existing ordinances and owner-accountability systems	Kymberly Horner	December 1, 2016		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
5. Revitalize Oxnard's downtown and pursue economic development opportunities.	5.a Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.	5.a.5 Develop a method to survey restaurants and retail businesses that close or leave the Downtown to learn from common issues for correction. Share this information with department(s) and/or City Council.	Kymberly Horner	September 1, 2016		





INFRASTRUCTURE AND NATURAL RESOURCES STRATEGIC PRIORITY AREA
FY 16/17 and FY 17/18 TWO-YEAR BUSINESS PLAN

Purpose: To establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1.Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.	1a. Complete the Integrated Public Works Master Plans.	1.a.1 Complete Utilities master plans	Dan Rydberg	06/30/16		
		1.a.2 Complete Environmental Resources (ER) Master Plan	Dan Rydberg	06/30/17		
		1.a.3 Complete Pavement Management Plan	Dan Rydberg	9/30/16		
		1.a.4 Complete Maintenance Services Master Plan (Parks, Facilities and Fleet) including Americans with Disabilities Act (ADA) plan and Landscape Standards.	Todd Vasquez-Housley	06/30/17		
	1b. Develop a City-wide asset management plan.	1.b.1 Implement a computerized maintenance management system (CMMS) for all City assets.	Todd Vasquez-Housley	06/30/17		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.	1b. Develop a City-wide asset management plan	1b.2 Implement mobile applications for work orders and inspections.	Todd Vasquez-Housley	06/30/17		
		2.a.1 Develop a Measure "O" allocation plan that includes infrastructure improvements such as streets, City buildings, parks and other capital needs.	C.F.O.	6/30/17		
		2.a.2 Develop strategies and funding sources for alley maintenance.	C.F.O.	12/30/16		
		2.a.3 Develop strategies and funding sources for storm water program.	C.F.O.	12/30/16		
		2a.3 Apply for grants through Watershed Protection District and State Water Bonds.	Dan Rydberg	12/30/16		
2. Ensure Funding is adequate to meet the goals of the master plans.	2a. Maximize funding sources					
	2b. Set rates and fees to fully recover cost.	2b.1. Update fees and charges.	C.F.O.	12/31/16		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
2. Ensure Funding is adequate to meet the goals of the master plans.	2b. Set rates and fees to fully recover cost.	2b.2 Update utility rates	C.F.O.	12/31/16		
3.Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.	3a. Implement CIP plans.	3.a.1: Complete the balance of local street paving projects funded by Measure "O".	Todd Vasquez-Housley	12/31/17		
		3.a.2 Complete plans for Wastewater Treatment Plant urgent needs projects	Dan Rydberg	6/30/2017		
		3.a.3 Complete plans to expand the Advanced Water Purification Facility (AWPF) production by 50%	Dan Rydberg	9/30/17		
	3b. Catch up on deferred maintenance for City facilities.	3.b.1 Coordinate maintenance functions Citywide to increase efficiency.	Todd Vasquez-Housley	12/31/16		
		3.b.2 Perform facility maintenance and equipment replacement per Asset Management Plans.	Todd Vasquez-Housley	12/31/17		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
4. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.	4.a. Develop and implement a sustainability program	4.a.1 Combine recycling and water conservation staff and create a Sustainability Manager position.	Dan Rydberg	9/30/16		
		4.a.2 Develop a coordinated Solid Waste and Wastewater waste to energy plan.	Dan Rydberg	06/30/17		
		4.a.3 Partner with the Nature Conservancy and Coastal Conservancy to develop the Ormond Beach Wetlands Restoration Plan with a long-term vision to attract tourism and protect.	Ashley Golden	07/31/17		
	4.b. Protect ocean and waterways	4.b.1 Implement storm water BMPs.	Dan Rydberg	12/31/17		
		4.b.2 Update our local coastal plan (LCP) to provide orderly and long-range conservation and management of our coastal resources.	Ashley Golden	03/15/17		

GOAL	OBJECTIVE	ACTION/TASKS	LEAD STAFF	DUE DATE	STATUS	COMMENTS
5. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and stormwater.	5a: Evaluate current assets, needs, and funding issues.	5.a.1. Evaluate current assets and method for tracking them.	Keith Brooks	End of FY 16/17		
		5.a.2. Identify priorities based on day-to-day operations, critical needs and priorities	Bryan Brice	June 30, 2015		
		5.a.3. Identify short term, midterm, long term projects	Dan Rydberg	Ongoing		
		5.a.4 Provide quarterly updates on both assets and needs to Council.	C.F.O	Ongoing		
		5.a.5. Evaluate Funding Sources for Asset Management	C.F.O.	Ongoing		



On Schedule and within budget
Behind schedule or exceeding budget
Stopped – No Progress



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: K-1**

DATE: April 5, 2016

TO: City Council

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

FROM: Daniel Martinez, City Clerk *DM*

SUBJECT: Approve Minutes of the Regular Meetings of the Oxnard City Council for March 1 and 15, 2016

CONTACT: Daniel Martinez, City Clerk *DM*
Daniel.Martinez@oxnard.org, 385-7805

RECOMMENDATION

Approve.

Attachment A: March 1, 2016 draft minutes
B: March 15, 2016 draft minutes

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

March 1, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

Finance Department

1. SUBJECT: Update on Maintenance Assessment District Audits and Community Outreach Plan. (001)

RECOMMENDATION: Receive an update on the various audits of the Maintenance Assessment Districts and community outreach plan by the City's assessment district consultant, NBS.

DISCUSSION: Pablo Perez, NBS, reviewed the comprehensive financial assessment of districts comprising of boundary of districts, budget and levy calculations audits including recommendations of reduction of service costs for districts with deficit or increase of district assessment. He stated that Assessment Districts with surplus funds had option of increase in services or reduction of assessment.

The City Manager outlined how payments and debts were accounted for within the assessment districts.

Public comments was received from: Michael Gleason; Phil Molina; Dale Dean; Larry Stein; Jackie Tedeschi and Steve Huber.

The City Council questioned: how expenses of landscape maintenance districts were paid when there was a deficit; funding formula to be used for administration costs; record keeping practices and type of landscape "services" to be provided to landscape maintenance districts.

ACTION: Received report and provided comments to staff.

Attachment A
Page 1 of 6

D. OPENING CEREMONIES

At 6:17 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Jason Benites, Assistant Police Chief; Eric Sonstegard, Assistant Police Chief; Daniel Rydberg, Utilities Director; Tabin Cosio, Human Resources Director; Arturo Castillo, Housing Director; Ashley Golden, Development Services Director; Darwin Base, Assistant Fire Chief; Kathleen Mallory, Project Planner; Ken Klopman, Youth Safety Coordinator; Michael More, Financial Resources Manager and Chelsea Reynolds, PACC Manager.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of a Proclamation Designating March 9, 2016 as "Soroptimist Stop Human Trafficking and Sexual Slavery Awareness Day".
DISCUSSION: Mayor Flynn presented proclamation to Sylvia Paniaqua, Oxnard Soroptimist President and Debbie Gohlke, Chair of Human Trafficking Campaign, invited the public to attend a March 9, 2016 event.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Larry Stein (public records); Chelsea Reynolds, PACC Manager (Broadway play at PAC); Woodrow Thomas (legal laws); Armando Vasquez (charter school); Al Velasquez (consultant costs); Ray Tejada (changes of the City practices); Ed Ellis (Ormond Beach); Celeste Camino (Police empowerment program, Housing rights & "J" Street drain); and Donna Thomas (lack of library services due to lack of having personnel) .

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were provided from: Utilities Director (bid process) (I-1(a-f)) and (I-3) and Assistant Fire Chief (I-2).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Larry Stein; Al Velasquez and Woodrow Thomas.

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. **SUBJECT:** Agreements for City Council Review. (183)
RECOMMENDATION: 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.

Fire Department

2. SUBJECT: Regional Emergency Response Operations Agreement. (187)

RECOMMENDATION: 1) Approve and authorize the Fire Chief to execute a Regional Emergency Response Operations Agreement (A-7863) for countywide emergency response operations between the City of Oxnard, the cities of Ventura, Fillmore, Santa Paula and Ventura County Fire Protection District ; 2) Authorize the Fire Chief to sign any future amendments to Agreement No. A-7863 that may arise from time to time, provided that they do not increase the cost of Agreement to the City of Oxnard; and 3) Authorize the Fire Chief, or designee, to enter into an Operational Plan, referred to in the Agreement, and to update it annually, as needed, pursuant to the terms of the Agreement.

Public Works Department

3. SUBJECT: Recycled Waterline Project, Specification UD13-13. (199)

RECOMMENDATION: Approve project plans and specifications and authorize staff to solicit bids for the Recycled Waterline Project, Specification UD13-13.

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

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

At 7:50 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

RECESS

At 7:52 p.m., the City Council recessed and at 7:59 p.m., the City Council reconvened with Mayor Flynn was present and presided.

Development Services Department

1. SUBJECT: Planning and Zoning Permit (PZ) No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan). Located South of Highway 101 (Ventura Freeway), West of Oxnard Boulevard, North of the Union Pacific Railroad and East of North Ventura Road. Filed by Tony Talamante, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618. (203)

RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an Ordinance approving PZ No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan) for map and text amendments to the Village Specific Plan ("Specific Plan"), subject to certain findings.

DISCUSSION: The Project Planner reviewed development of site and the request for specific plan amendment proposing "transit" related uses.

Public comments were received from: Larry Stein; Tony Talamante; Al Velasquez and Woodrow Thomas.

ACTION: Close the public hearing. (Flynn/Ramirez) unanimously.

DISCUSSION: The City Council discussed transportation options; needed discussions with MetroLink.

ACTION: Approved as recommended, **Ordinance No. 2904**. (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

Housing Department

2. SUBJECT: Issuance of Multifamily Housing Revenue Bonds for Gateway Station, located at 1250 South Oxnard Boulevard, Oxnard, California.

RECOMMENDATION: Continue to April 5, 2016.

ACTION: Moved continue this item (Perello/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

K. APPOINTMENT ITEMS

O. PUBLIC COMMENTS ON REPORTS

L. REPORTS

Police Department

1. SUBJECT: Verbal Report on Citywide Gang Violence Prevention Efforts.

RECOMMENDATION: Receive a verbal report on the various enforcement, intervention, and prevention efforts being utilized by the Police Department and Recreation Department to address

DISCUSSION: The Assistant Police Chief (Benites) reviewed: crime statistics; prevention programs; neighborhood programs; ABC review and public engagement. Assistant Police Chief (Sonstegard) reviewed the gang injunction activity, investigations and partnership with Ventura County Sheriff. The Youth Safety Coordinator commented on California Gang Reduction, Intervention & Prevention (Cal-GRIP) program to reduce youth crime and how grants are awarded. The Police Chief discussed Southwinds Action Plan to focus resources within the Southwinds community including lighting issues, clean-up and community partnerships,

Public comments received from: Al Velasquez; Pat Brown; Sandra Sudac; Larry Stein; Greg Runyon, Woodard Thomas and George Miller.

The City Council discussed: staffing of police officers; Police response time; public safety issues; Police funding; community investments and "measurement of success".

ACTION: The City Council provided comments to staff.

ACTION: The City Council concurred by verbal vote to act on N-1 unanimously due to being past 10:00 p.m.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTSCity Manager Department

1. SUBJECT: Request from the Oxnard Convention and Visitors Bureau regarding the 2016 North American Travel Journalists Association Conference. (323)

RECOMMENDATION: That City Council: 1) Consider a request from the Oxnard Convention and Visitors Bureau for the 2016 North American Travel Journalists Association conference which will take place April 4 – 8, 2016 at the Embassy Suites Mandalay Beach Resort; 2) Adopt a resolution forgiving the Transient Occupancy Tax (TOT) debt for attendees of the convention in an amount not-to-exceed \$9,000; or 3) Authorize the City Manager to provide a sponsorship in the amount of \$10,000.

DISCUSSION: Alyce Bosacki, Oxnard Convention and Visitors Bureau, requested waiving of TOT fees or sponsorship of the event.

Public comments received from: Pat Brown and Al Velasquez.

The City Council discussed: sponsorship of the Travel Journalists Association Conference; request of other non-profit organizations and the need a formal “request” policy by non-profit organizations.

ACTION: Moved to approve \$10,000 sponsorship of 2016 North American Travel Journalists Association conference (Ramirez/MacDonald) Ayes: Padilla, Flynn, Ramirez and MacDonald. Noes: Perello.

L. REPORTSCity Manager Department

2. SUBJECT: Review of City Council Policy Regarding Placement of Items on Future City Council Agendas. (271)

RECOMMENDATION: Consider and provide direction to City Manager regarding the proposed policy regarding placement of items on future City Council agendas.

ACTION: The City Council concurred to continue this item.

Finance Department

3. SUBJECT: Review of the City’s Financial Management Policies. (275)

RECOMMENDATION: Receive and file the attached update on the City’s Financial Management Policies and accept the Fiscal Policy Taskforce’s recommendation to suspend the policy related to the adoption of a two-year budget.

ACTION: The City Council concurred to continue this item.

Human Resources Department

4. SUBJECT: Approval of Resolutions Authorizing Full-Time Equivalent Positions and Approving Changes to Section XII of the Personnel Rules and Regulations Setting the Classification and Salary Schedule. (295)

RECOMMENDATION: The City Council Adopt Two Resolutions: 1) Repealing Resolution No. 14,873 authorizing full-time equivalent positions and setting the authorized full-time equivalent positions; and 2) Repealing Resolution No. 14,874 setting the classification and salary schedule; and approving changes to Section XII of the Personnel Rules and Regulations setting the classification and salary schedule.

ACTION: The City Council concurred to continue this item.

M. REPORT OF CITY MANAGER

The City Manager commented on: Wastewater System problems and maintenance of the Ed Hunt Rehab Point.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: the temporary closing of the National Guard building (used to house homeless individuals during the winter) for five days and possible options with the Housing Director; questioned possible individual "car" racing within community (Ramirez) and an upcoming PAC event (Broadway next Musical).

R. ADJOURNMENT

At 10:51 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

Attachment A
Page 6 of 6

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

March 15, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Oxnard Council Chambers. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:34 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

The City Council also recessed to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Manager.

At 6:03 p.m. the City Council reconvened and recessed to the evening session. The Interim City Attorney announced by a vote of 4-1 (with Councilman MacDonald voting "no") that Council has given approval to ignition an action which will not be identified tonight but defendant and other particulars will be disclosed once the action is formally commenced upon inquires.

D. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States by Boy Scout Pack 3251, followed by a moment of silence for Juan Delgado. Mayor Flynn presided. Additional staff members present were: Tabin Cosio, Human Resources Director; Bryan Brice, Fire Chief; Ashley Golden, Development Services Director; Daniel Rydberg, Interim Utilities Director and Jason M. Samonte, Traffic Engineer; and Dave Millian, Special Financial Counsel.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution Commending Peggy Rivera for Nine-Years of Service as a Homelessness Commissioner for the City of Oxnard. (001)

RECOMMENDATION: Approve.

DISCUSSION: The City Council commented on the "volunteer" work of Peggy Rivera.

Public comments were received from: Steve Nash; Darlene Gonzalez and Ron Cannon.

ACTION: Approve as recommended, **Res. No. 14,902** (Ramirez/Perello) unanimously.

2. SUBJECT: Introduction of New Public Information Officer.

DISCUSSION: The City Manager and Assistant City Manager (Hurtado) introduced the new Public Relations and Community Affairs Manager, Delana G. Gbenekama.

Public comment was received from: Steve Nash.

ACTION: The City Council welcomed her to the community.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove (I-3) from the agenda.*

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Steve Nash (passing of Juan Delgado, use of chemicals); Dan Pinedo (passing of Juan Delgado); Al Velasquez (crime rates); Inez Tuttle (questioned the creation of new position); Jeff Donabedian (use of consultants); Jim Hensley (water safety); Larry Stein (blood drive) and Woodrow Thomas (housing issues).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Fire Chief (I-2(b)) and Traffic Engineer (I-5).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Al Velasquez (I-5) and George Miller (I-5).

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for February 9 and 23, 2016; and Minutes of the Special Meetings of the Oxnard City Council for February 29, 2016. (003)

RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (015)

RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

Development Services Department

3. SUBJECT: Planning and Zoning Permit No. 16-300-01 (Final Subdivision Map for Tract No. 5952-1) "The Courts at La Colonia Village". Filed Jointly by the Oxnard Housing Authority (OHA), 435 South D Street, Oxnard, CA 93030 and John Bigley, Urban Housing Communities, LLC, 2000 East Fourth Street, Suite 205, Santa Ana, CA 92705. (017)
- RECOMMENDATION: Removed from the agenda.*

Attachment B
Page 2 of 5

4. SUBJECT: Second Reading and Adoption of Ordinance No. 2904 Approving PZ No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan). (041)
RECOMMENDATION: Adopt **Ordinance No. 2904** approving PZ No. 15-630-02 (Specific Plan Amendment No. 1 to the Village Specific Plan) for map and text amendments to the Village Specific Plan.

Finance Department

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7860) for DS14-22 Transit Stop Enhancement at Vineyard Ave. (047)
RECOMMENDATION: 1) Award Agreement No. A-7860 to the lowest responsible and responsive bidder, Toro Enterprises, in the amount of \$123,308.00 for Project Specification No. DS14-22 Transit Stop Enhancement at Vineyard Avenue project; and 2) Authorize the Purchasing Agent to issue and execute the Agreement upon receipt of final documents.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of I-3 from the agenda.* (Ramirez/MacDonald) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Human Resources Department

1. SUBJECT: Approval of Resolutions Authorizing Full-Time Equivalent Positions and Approving Changes to Section XII of the Personnel Rules and Regulations Setting the Classification and Salary Schedule. (075)
RECOMMENDATION: Adopt **Resolution No. 14,903**: 1) Repealing Resolution No. 14,873 authorizing full-time equivalent positions and setting the authorized full-time equivalent positions; and 2) **Resolution No. 14,904** Repealing Resolution No. 14,874 setting the classification and salary schedule; and approving changes to Section XII of the Personnel Rules and Regulations setting the classification and salary schedule.
DISCUSSION: The Human Resources Director reviewed the reasons to increase the salary of Finance Director position.

Public comments received from: Larry Stein; Al Velasquez and Aaron Starr.

The Council commented on need to attract qualified individuals; understanding salary ranges in the complete market and possible salary savings.

ACTION: Approved as recommended, Resolutions No. 14, 903 and 14,904. (Perello/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

Attachment B
Page 3 of 5

Development Services

2. SUBJECT: Possible Amendments to the Oxnard City Urban Restriction Boundary (CURB) and the Save Open Space and Agricultural Resources (SOAR) Ordinance. (103)
RECOMMENDATION: Receive a report and provide direction to staff regarding placing an amendment to CURB and/or SOAR before qualified City of Oxnard voters at a statewide election.
DISCUSSION: The Development Services Director reviewed: 1) possible options to place SOAR on the ballot, 2) possible election dates and 3) time schedule to place on ballot.

Public comments received from: Nancy Pedersen (options two); Jurgen Gramakow (leaving SOAR alone); Larry Stein (public input); Richard Francis (leaving boundary and extending time); Al Velasquez (election process); Barbara Macri-Ortiz (option one, coastal plan, housing plan); George Miller (ballot process); Jim Hensely (support of Ormond Beach); Pat Brown (leaving SOAR alone); Elizabeth Lamar (place on ballot); Aaron Starr (against anyone getting special services); Larry Godwin (supported expiring in 2030); Keith Workman (in-fill development); Harold Ceja (placement on ballot) and Woodrow Thomas (support SOAR).

Against placing SOAR on November 8, 2016 election ballot: Kristen Decas, Port Hueneme; Jess Herrera, Port Hueneme; Michael Wynn-Song; David Valenzuela and Lynn Jensen.

The City Council discussed: need for community input; following the 2030 General Plan; time extension of current SOAR; continue SOAR boundaries; need for more information; need for "internal infill" growth; and placing initiative on ballot.

ACTION: Direct staff to place the current SOAR initiative on November 8, 2016 ballot to expire 2030 (Ramirez/MacDonald). Ayes: Perello, Flynn, Ramirez and MacDonald. Noes: Padilla.

RECESS

At 9:02 p.m., the City Council recessed and at 9:13 p.m., the City Council reconvened.

L. REPORTSCity Manager Department

4. SUBJECT: Review of City Council Policy Regarding Placement of Items on Future City Council Agendas. (141)
RECOMMENDATION: Consider and provide direction to the City Manager regarding the proposed policy regarding placement of items on future City Council agendas.
DISCUSSION: The City Manager and Assistant City Manager (Hurtado) reviewed current policy and provided a possible modification to policy.

Public comments were received from: Jim Lavery and Pat Brown.

The Council discussed: the priority of Council; working with CAGs; emergency meeting policies (following Brown Act); placing Council comments at beginning of meeting; ongoing list and time limitations to discuss issues.

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

Attachment B
Page 4 of 5

Finance Department3. SUBJECT: Review of the City's Financial Management Policies. (121)

RECOMMENDATION: Receive and file the attached update on the City's Financial Management Policies.

DISCUSSION: The Special Financial Counsel addressed several issues including: not having a two year budget; following "financial" policies; examination of financial policies; getting into and staying in compliance; bonds rating and possible creation of new policies.

Public comments received from: Steve Nash; Jim Lavery; Woodrow Thomas and George Miller.

The City Council discussed several issues including City's "cash" balance, current financial computer system in place, financial ethics, financial policies and guidelines.

ACTION: Received the report and provided comments.

M. REPORT OF CITY MANAGER

The City Manager commented on: 1) a "vacation rental" survey that will be taking place; 2) the water "purification" process; 3) crime rates and 4) upcoming report on the "use" of consultants.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: the "short-term rental" survey to take place; exactly what beaches belong to Oxnard; the Halaco clean-up site; providing safe clean water to the community; building "community" infrastructure; upcoming California Utility Commission meetings (regarding proposed power plant) and the opening of the Sunset Little League season.

O. PUBLIC COMMENTS ON REPORTSP. PUBLIC COMMENTS ON STUDY SESSIONQ. STUDY SESSIONR. ADJOURNMENT

At 11:29 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

Attachment B
Page 5 of 5



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: K-2

DATE: April 5, 2016

TO: City Council

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

A handwritten signature in dark ink, appearing to be "M" or "Nyhoff", written over the printed name of Greg Nyhoff.

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 04/05/2016

Contracts from \$25,000 to \$250,000

A Second Amendment for Continued Services

Vendor: MuniServices LLC
Type: Amendment
Agreement No.: 7358-16
Amendment No.: 2
Purchase Order No.: 5724
Begin Date: 01/20/2016
End Date: 12/31/2016
Term: 1 year

Amount to be Approved: \$85,000
Current FY Amount: \$85,000
Total Contract Amount: \$135,000
Funding Source: General Fund/Utility Funds
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Maria Hurtado
Department: Finance
Telephone: 385-7468
Email: Maria.Hurtado@oxnard.org

Purpose: Ratify the action by the City Manager and Mayor of March 29th for a second amendment for continued services in relation to the audit and with the development of the Comprehensive Annual Financial Report (CAFR). Further analysis is required for financial analysis, budget assistance, multi-year forecasting for the City's Utility Enterprise Funds, including reconciliation of capital assets and capital improvement projects.

Finance Department staff contacted five firms and MuniServices, LLC., was one of three selected due to availability and qualified personnel.

Original Agreement entered into January 20, 2016 for \$25,000

First Amendment entered into February 16, 2016 for \$25,000 and approved by City Council on February 23, 2016.

ATTACHMENT
PAGE 1 OF 1



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: K-3

DATE: April 5, 2016

TO: City Council

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

FROM: Bryan Brice, Fire Chief

SUBJECT: Accept the Grant and Appropriate Funds for the 2015 Emergency Management Performance Grant (EMPG)

CONTACT: Susan Duenas, Fire Department
Susan.Duenas@oxnard.org, 385-7717

RECOMMENDATION

That City Council: Approve a Budget Appropriation recognizing grant award in the amount of \$48,429 to the 2015-2016 Emergency Management Performance Grant (EMPG) No. 772250.

BACKGROUND

The 2015-2016 Emergency Management Performance Grant (EMPG) is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare for, mitigate against, or recover from natural or man-made emergencies and disasters. The City has received EMPG funds for over twenty years.

The City will utilize the grant funds to offset costs associated with the Disaster Preparedness Coordinator salary, and associated equipment and supplies. The specific activities of the Disaster Preparedness Coordinator that meet the purpose of the grant include ensuring National Incident Management System (NIMS) compliance, training of Emergency Operations Center (EOC)/City staff and promotion of community readiness through programs such as Community Emergency Response Team (CERT). The Disaster Preparedness Coordinator is a fully funded position in the Fire Department, should EMPG funds not be utilized for the salary of this position the City would have to actualize the entire salary cost.

FINANCIAL IMPACT

The grant requires a match of \$48,429, which will be met from general funds approved in the FY 2015-2016 budget for the salary of the City's Disaster Preparedness Coordinator. The reimbursable grant award will be recognized and appropriated to 2015-2016 Emergency Management Performance Grant No. 772250.

ATTACHMENTS

Attachment #1 - Budget Appropriation
Attachment #2 - Grant Award Letter

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: Bryan Brice

Date: February 23, 2016
Phone: 385-7700

Reason for Adjustment:

Recognize revenue and appropriate 2015 Emergency Management Performance Grant (CFDA #97.042)

Accounts and Descriptions

AMOUNT

Fund: STATE TERM GRANTS FUND (217)

Revenues /Transfers In

EMPG 15-16 STATE GRANT (772250)

217-2226-532.72-31	STATE / LOCAL SOURCES / STATE GRANT REVENUES	48,429
	Sub-total Revenues	<u>48,429</u>

Expenditures/Transfers Out

EMPG 15-16 STATE GRANT (772250)

217-2226-802.80-01	DIRECT LABOR-REGULAR	25,925
217-2226-802.80-41	EMPLOYEE BENEFITS	4,083
217-2226-802.80-42	WORKERS COMPENSATION INS	445
217-2226-802.80-43	PERS	6,479
217-2226-802.80-44	WORKERS COMP/SAFETY	172
217-2226-802.81-04	SUPPLIES-SHOP & FIELD	1,897
217-2226-802.81-34	MINOR EQP-SHOP/FIELD	262
217-2226-802.82-16	SERVICES-PRINTING-BINDING	1,987
217-2226-802.83-43	TRAINING/WORKSHOP/MTNGS	<u>7,179</u>
	Sub-total Expenditures	<u>48,429</u>

Net Change to Fund Balance 0

Net Appropriation Change 48,429

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

ATTACHMENT 1
PAGE 1 OF 1



VENTURA COUNTY SHERIFF'S OFFICE

- GEOFF DEAN
Sheriff
- GARY PENTIS
Undersheriff
- STEVE DE CESARI
Assistant Sheriff
- GUY STEWART
Assistant Sheriff

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

Wednesday, January 13, 2016

Oxnard Fire Department
Attn: Chief Bryan Brice
360 W 2nd Street
Oxnard, CA 93030

NOTIFICATION OF SUBGRANT AWARD

Fiscal Year: 2015 Emergency Management Performance Grant

Tracking #: 15-EMPG-13

EHP Required: No

Performance Period: July, 1 2015 - March 31, 2016

Dear Chief Brice,

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2014 Emergency Management Performance Grant application in the amount of \$301,566. As a member of the Ventura County Operational Area, your jurisdiction is included as a sub-grantee and has been allocated \$48,429.

Your grant administrator is responsible for reviewing all federal and state guidance to ensure compliance with federal and state regulations. A meeting with your agency will be scheduled to discuss grant management and compliance requirements outlined in the initial project application. Any project requiring an Environmental and Historical Preservation review and approval are prohibited from expending grant funds on those activities until an EHP clearance has been obtained. Failure to adhere to this requirement will result in the deobligation of grant funds.

This is a reimbursement grant which requires the sub-grantee to provide a dollar-for-dollar match. All grant forms will be sent to your EMPG point of contact electronically. According to our records Susan Duenas is your jurisdiction's point of contact. If this is not accurate please notify our office as soon as possible.

The Sheriff's Office of Emergency Services must receive all reimbursement requests by no later than April 30, 2016. If you have questions pertaining to Emergency Management Performance Grant items please call Patrick Maynard at 805-654-3843 or email Patrick.Maynard@ventura.org.

Sincerely,

Kevin McGowan
OES Manager
Ventura County Sheriff's OES

CC: Susan Duenas

☐ SPECIAL SERVICES
(805) 383-8791 Fax (805) 389-6549

☐ PATROL SERVICES
(805) 494-8260 FAX (805) 494-8295

☐ DETENTION SERVICES
(805) 654-2305 FAX (805) 654-3500

☐ SUPPORT SERVICES
(805) 654-5134 FAX (805) 677-8715

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: K-4**

DATE: April 5, 2016

TO: City Council

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

FROM: Arturo Casillas, Housing Director

SUBJECT: Affordable Housing and Rehabilitation Program Loan Policies

CONTACT: Angelica Navarro, Housing
Angelica.Navarro@oxnard.org, 385-8096

RECOMMENDATION

That the City Council approve revisions to the City of Oxnard Affordable Housing and Rehabilitation Division Loan Program Policies.

BACKGROUND

On June 7, 1994, the City first instituted a program to assist qualified buyers to purchase their first home, adopting guidelines for that program. Over the years, various other loan programs have been instituted, including programs for purchases of mobile homes, and loans for rehabilitation of homes and mobile homes. The City receives funding from the federal HOME Investment Partnership Program (HOME), the Community Development Block Grant (CDBG) program, and the California Cal Home Program for the specific purpose of providing loans to first-time homebuyers and funding for rehabilitation of owner-occupied homes. In order to qualify for funding under these programs, applicants must be Oxnard residents who fall within the federal standards as low-income households. Nearly 1,100 Oxnard families have received assistance as first-time homebuyers under our programs, while many more families have received loans for property rehabilitation. The current program policies were adopted by the City Council on September 10, 2013.

DISCUSSION

City staff has prepared a revision to the program policies. Those revisions are set forth in the document identified as Attachment No. 1. The proposed revisions are designed to differentiate loan policies between the CDBG and HOME programs, ensure that policies are in accordance with the latest federal regulations, and to facilitate the use of available funds in order to maximize availability of affordable housing resources for Oxnard residents.

All changes are denoted in “RED” in the attached policies.

The proposed revisions include four notable elements:

1. Clarify that only one forgivable loan from the City of Oxnard shall be allowed per transaction;
2. Increase the front end ratio of the amount of a family’s permissible housing cost relative to income for alignment with FHA and industry borrowing guidelines;
3. Provide for an increase in the Subordination fee from \$100 to \$250, to align accordingly to neighboring jurisdictions;
4. Update the CDBG Rehabilitation policies to correspond directly with CDBG guidelines.

The following provides detail on each of these proposed policy modifications.

The first two items are related, in that they provide for assisting more families in receiving funding. The first item provides for a family to receive multiple sources of funding in one transaction, but limits the amount of forgivable funding that they receive. This will enable additional families to also receive funding from forgivable funding sources. It will also ensure that families that are receiving larger sums of “gap” financing have funding that is longer term, and that maintains the property affordable for a longer period of time. The second item increases the front end ratio from 35% to 38%. That is the percent of family income that is permitted to be used for principal and interest payments in order for a family to qualify under the City’s program. This will allow more families to qualify without excessively increasing their out of pocket housing costs.

Adoption of these first two provisions will ensure that applicants are provided with only the funding needed to make homeownership attainable, or to finance necessary rehabilitation, and will also facilitate the use of varied sources of funds available to the Housing Department, and thus allow the program to assist more families.

The third proposed change arises from the Affordable Housing staff receiving approximately sixty (60) subordination requests annually. Requests for subordinations are received from homeowners that are seeking to refinance their home loans and currently have an outstanding

debt with the City. Refinancing may be for purposes of lowering monthly payments and interest rates. Subordination requests are granted dependent upon whether refinancing is permissible in their Promissory Note and/or Deed of Trust. Each request requires dedication of staff time for research and processing. An increase in this fee to \$250.00 is proposed as a cost recovery measure to help offset the administrative costs. Staff notes that commercial lenders and other jurisdictions charge fees that range from \$150 to \$700 per request. The said increase will be assessed through escrow, and will not create an undue hardship for any potential loan applicant.

The fourth item is related to use of CDBG funding awarded annually by the City. Habitat for Humanity was awarded a grant in the amount of \$163,000 for fiscal years 2015-2017. These funds were allocated for use to expand their already existing "Preserve a Home" program. One of the current requirements for the implementation of the program is that the HOME Program policies be applied. These are overly restrictive for the work that Habitat would like to carry out. HOME policies require that all items in the house be up to code at the conclusion of the work. CDBG does not require this. To allow for greater flexibility in the use of CDBG funds, the proposed action allows that CDBG regulations and requirements be followed when CDBG funding is being used, allowing for a greater variety of home improvement services to the public.

FINANCIAL IMPACT

The proposed amendments are not projected to increase program revenues. The proposed increase of the subordination processing fee from \$100 to \$250 is projected to increase program revenue by approximately \$10,500 annually.

ATTACHMENTS

Attachment #1 - Affordable Housing and Rehabilitation Division Loan Program Policies

City of Oxnard

Affordable Housing & Rehabilitation Division

Loan Program Policies

Effective March 29, 2016



City of Oxnard
Affordable Housing & Rehabilitation Division
435 South D Street, Oxnard, CA 93030
(805) 385-7400 - (805) 385-7416 FAX
www.housing.cityofoxnard.org



CITY OF OXNARD PROGRAM LOAN POLICIES

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INTRODUCTION

The City of Oxnard Affordable Housing & Rehabilitation Division offers loans to income-qualified families requiring assistance for homebuyers and home repairs. The programs are funded by the Home Investment Partnership Program (HOME) and by the Community Development Block Grant Funds (CDBG). These funds are restricted to assisting households that fall within the income limits identified above. A brief summary of the differences are illustrated below. For details, please refer to the appropriate section of these guidelines.

Section	Program	Income Limit	Funding Source
I	Citywide Homebuyer Loan	Up to 80% AMI	HOME
II	Citywide Mobilehome Rehabilitation Loan	Up to 80% AMI	HOME
III	Citywide Single Family Matching Rehabilitation Loan	Up to 80% AMI	HOME
IV	Citywide Single Family Rehabilitation Loan	Up to 80% AMI	HOME
V	Citywide Homebuyer Loan	Up to 80% AMI	CDBG
VI	Citywide Mobilehome Rehabilitation Loan	Up to 80% AMI	CDBG
VII	Citywide Single Family Matching Rehabilitation Loan	Up to 80% AMI	CDBG
VIII	Citywide Single Family Rehabilitation Loan	Up to 80% AMI	CDBG

Note: The Mobilehome Replacement Loan program was discontinued in September 2013.

Effective Date of Amended Policies

These policies are adopted February 23, 2016 , and shall amend the policies adopted by City Council on April 19, 2011; amended on May 10, 2012 ; second amendment on September 10, 2013; and third amendment on May 21, 2012.

Compliance with Applicable Regulations

In the event that any conflict arises between these policies and applicable regulations of the HOME program, as amended from time to time by the U. S. Department of Housing and Urban Development (HUD), the regulations promulgated by HUD shall prevail.

FAIR HOUSING AND AFFIRMATIVE MARKETING

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with disabilities, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. This information is used to show that protected classes (i.e. age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

I. CITYWIDE HOMEBUYER LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (AHRD) has a Citywide Homebuyer Loan available to income-qualified families to purchase their first home in the City of Oxnard. The Program will provide assistance in the form of a forgivable loan to potential homebuyers to make homeownership more attainable. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Borrowers and co-borrowers are required to submit an executed Uniform Residential Loan Application (Fannie Mae Form 1003). • All Applicants must be First-Time Homebuyers. • Applicants must be Oxnard residents at time of application and must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for the Ventura County, Oxnard-Thousand Oaks-Ventura area as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits.
PURCHASE PRICE LIMITS	Maximum purchase price cannot exceed HOME Value Limits (See Appendix "E").
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct an inspection as required per HOME regulations. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector. • The property must be free from any defects that pose a danger to the health or safety of occupants prior to the close of escrow. Any incipient building code violations must be corrected prior to sale or occupancy.
TRANSACTION TYPE	Purchase transactions only.

LOAN TERM	• The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgivable at the end of the Loan term. • All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. • No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. • The Loan has 0% annual deferred interest. • Owner-occupancy is required until the term expires. • Land Contract purchases shall not be eligible for assistance under this program.														
LOAN SECURITY	• City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.														
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy will be required.														
MINIMUM LOAN AMOUNT	\$1,000														
MAXIMUM ASSISTANCE	• The Maximum Assistance cannot exceed HOME maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. • The loan provides up to thirty thousand dollars (\$30,000) of the purchase price including closing costs. The loan will assist to close the "gap" between the purchase price, primary lender's maximum loan amount, closing costs, and the maximum homebuyer's contribution. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. <i>For example:</i> <table border="1" data-bbox="583 1325 1450 1669"> <tr> <th colspan="2">SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually</th></tr> <tr> <td>Purchase Price of Property</td><td>\$240,000</td></tr> <tr> <td>Plus estimated non-recurring closing costs</td><td>7,200</td></tr> <tr> <td>Less Maximum Primary loan amount</td><td>(194,200)</td></tr> <tr> <td>Less homebuyer contribution</td><td>(5,000)</td></tr> <tr> <td>Other subsidies or financial assistance</td><td>(18,000)</td></tr> <tr> <td>Equals "GAP"</td><td>30,000</td></tr> </table> The City reserves the right to adjust the Loan amounts and percentages based on the type and amount of funds available in all funding sources.	SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually		Purchase Price of Property	\$240,000	Plus estimated non-recurring closing costs	7,200	Less Maximum Primary loan amount	(194,200)	Less homebuyer contribution	(5,000)	Other subsidies or financial assistance	(18,000)	Equals "GAP"	30,000
SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually															
Purchase Price of Property	\$240,000														
Plus estimated non-recurring closing costs	7,200														
Less Maximum Primary loan amount	(194,200)														
Less homebuyer contribution	(5,000)														
Other subsidies or financial assistance	(18,000)														
Equals "GAP"	30,000														
HOMEBUYER CONTRIBUTION	The minimum homebuyer contribution shall be \$5,000 with a maximum homeowner contribution to include all liquid assets (as permitted by law).														
USE OF FUNDS	Program funds may be used for the down-payment and/or non-recurring closing costs. For example: credit report, escrow fee, closing fee, recording, title insurance, etc.														
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.														

PRE-APPROVAL/ ESCROW/ APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: income, assets, legal residency, Fannie Mae Form 1003, credit report, full income and asset documentation, bank statements, HUD-approved homebuyer education certificate and Good Faith Estimate (GFE). • Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter to the Borrower which may be submitted with an offer to purchase. • Escrow must open within ninety (90) days from the date of the pre-approval letter. • Upon written request, a thirty (30) day extension to open escrow will be granted from the expiration date of the pre-approval letter. • Escrow should close within sixty (60) days of opening. • Final Loan Approval will be granted upon receipt of the Estimated Settlement Statement (HUD-1) and the property passing the required inspections. • Loans will be submitted to the City's Loan Review Committee (LRC) for final approval.
AGREEMENT APPROVAL	• Loan Agreements will be present to the City's Contract Compliance Review Committee (CCRC) for approval.
FIRST TRUST DEED LOAN TERMS	• First Mortgage Product Type: fixed rate 30-year fully amortized loans only. Balloon, interest-only, adjustable rate, negatively amortizing loans, temporary buy-downs, or loans with prepayment penalties are not allowed. • Maximum Loan Amount: determined by the lender (limited by Program's maximum debt ratios.) • Additional Liens: must be approved by the City. • Impounds: not required • Lender Fees: must be reasonable and customary based on industry standards. • FHA Loans: 1) Closing costs can be charged to the borrower per FHA closing cost allowances; and 2) The maximum front end ratio [Principal Interest Title and Insurance (PITI)] shall be 38%. • Ratios are utilized to ensure responsible lending practices and protect against predatory lending.
PROPERTY TAX AND INSURANCE CALCULATIONS	When determining the monthly amount of property taxes, fire and mortgage insurance premiums on all down payment assistance loans, the following standard factors will be used, unless documentation can be provided to justify actual figures: • Property Taxes: .0125 of the purchase price, adjusted monthly. • Hazard Insurance Premiums: are estimated at .03 of the loan amount, adjusted monthly. • Private Mortgage Insurance (PMI) or Mortgage Insurance (MI): actual amount, adjusted monthly.
MAXIMUM FRONT END RATIO	Under the Program, HOME does not place restrictions on the minimum front end ratio, therefore assistance will be provided to the extent that will ensure that the household's front end ratio does not exceed 38% of their income.

MAXIMUM BACK END RATIO	• 45% of the applicant(s) monthly income • Co-signed, Deferred and Secured Loans shall be included in the determination of the debt-to-income ratio unless paid or refinanced by a joint responsible party prior to or at close of escrow.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	100% of the purchase price or appraised value, whichever is less.
HOMEBUYER EDUCATION	• The course must be attended in person, through a HUD-approved Homebuyer Education Provider located within Ventura County. • A Homebuyer Education Certificate must be issued for all buyers within the last 12 months from the date of application.
NON PURCHASING SPOUSE	The income, assets, debts, and liabilities of the non-purchasing spouse will be considered in qualifying the household.
COSIGNERS / COMORTAGORS/ COBORROWERS	Must meet borrower eligibility requirements.
REDRAW OF LOAN DOCUMENTS	A \$100 fee will be charged for each request to redraw loan documents prior to closing. This fee shall not apply if City initiates the redraw.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
PAYMENT OF LOAN	The Program Loan payments (principal and interest) will be deferred for the term of the loan.
LOAN PAYMENTS	Payment may be made by mail or in person at 435 South D Street, Oxnard, CA 93030. <i>Payments must be in the form of personal check, cashier's check or money order, no cash allowed.</i>
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; (short sale; see short sale section) • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
SHORT SALES	• Short sales will be considered on a case by case basis. Requests of short sales must be approved by City Council.

EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify City in writing within 10 days of such absence.
ASSUMABILITY	The Loan is not assumable.
DISCLOSURE OF INFORMATION	No personal information will be disclosed to a third party not listed on the application and/or supporting documentation without prior written authorization from the applicants, or as directed by law.
PENALTIES FOR APPLICANT/LENDER MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ^(U)), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten business (10) days from the date of the denial letter.

II. CITYWIDE MOBILEHOME REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Mobilehome Rehabilitation Loan available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies, when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the HQS Inspection Report (as per HOME Regulations).
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	- The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). - All members of the household are required to submit full income and assets documentation. - Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. - Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). - This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	- Any mobilehome residence. - The assisted property must be located within the Oxnard City Limits. - Homeownership cannot be by installment contract.
PROPERTY STANDARDS	- HOME assisted projects must meet applicable state or local codes. - All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. All housing units assisted with HOME funds are subject to the provisions of the Lead-Based Paint Poisoning prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and

PROPERTY STANDARDS Continued...	implementing regulations at Part 35. • Prior to loan approval, the City will conduct a lead-based paint, asbestos, and HQS inspection by a qualified inspector certified to perform such inspections. Pursuant to 24 CFR 35.930(c), the City will perform a risk assessment, perform interim controls, and implement safe work practices during rehabilitation to repair any paint that is disturbed and known to be lead-based.
HOME VALUE LIMITS	The maximum home value cannot exceed HOME Value Limits (See Appendix "E").
PRE-APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement • Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	• The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. • The Program will provide a Loan of up to \$30,000.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. • Loan to value is determined by the sum of all encumbrances on the property including the City's Citywide Mobilehome Rehabilitation Loan.
LOAN TERM	• The term of the Loan is 5 years if the Loan amount is up to \$10,000 and 10 years if the Loan amount is from \$10,001 up to \$20,000. A loan of up to \$20,000 has no interest and is forgiven at the end of the Loan term. • Any amount in excess of \$20,000 will have a repayment term of ten years with a minimum payment of \$25 per month, up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. • All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." • The Loan has zero percent interest (0) as described in the Note and Truth In Lending Disclosure Statement. • Owner-occupancy is required until the term expires.
PAYMENT OF LOAN	The Program Loan payment will be deferred for the term of the loan on a loan amount up to \$20,000. On amounts exceeding \$20,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
LOAN SECURITY	City shall secure the loan by placing a lien on the property with a Statement of Lien filed with the State of California Department of Housing and Community Development.

ASSUMABILITY	The Loan is not assumable.
ESCROW, APPRAISAL, AND TITLE SEARCH	Escrow fees, appraisal fees, and title search fees related to the loan are not chargeable to homeowners. Appraisal and title search fees may be considered as eligible program delivery charges and thus recoverable by the City.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the HQS Inspection Report (as per HOME Regulations). Homeowner requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	• Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
CONTRACTOR WARRANTIES AND LIEN RELEASES	A contractor must submit completed and signed lien releases for the project. Contractors must provide a written warranty guaranteeing the work for a period of at least one year. A copy of each contractor warranty and each lien release shall be provided to the homeowner and to the City.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms

	of the loan. Annual submission of recertification for owner-occupancy will be required.
PENALTIES FOR APPLICANT MISREPRESENTATION PENALTIES FOR APPLICANT MISREPRESENTATION Continued...	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ⁽¹⁾), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. • Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

III. CITYWIDE SINGLE FAMILY MATCHING REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Single Family Matching Rehabilitation Loan (Loan) available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the HQS Inspection Report.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application. • Applicants and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • Assisted property must be located within the Oxnard City Limits. • Homeownership cannot be by installment contract.
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance.

PROPERTY STANDARDS Continued...	The City will conduct a lead based paint, asbestos, and HQS Inspection prior to loan approval. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector.
HOME VALUE LIMITS	Maximum home value cannot exceed HOME Value Limits (See Appendix "E").
PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by the Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") and it will also be based on loan to value ratio which should not exceed 90% of home value. Loan to value ratio is determined by the sum of all encumbrances on the property including any City Loan. Program will provide a Loan of up to \$30,000 for rehabilitation. The Loan provides a 3 to 1 match of the homeowner's contribution. <i>For example: If the homeowner contributes \$3,000, the City may contribute up to \$9,000; if the homeowner contributes \$5,000, the City may contribute up to \$15,000.</i>
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any City Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgiven at the end of the Loan term. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. - The Loan has 0.00% interest. - Owner-occupancy is required until the term expires.
LOAN SECURITY	City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy will be

COMPLIANCE WITH LOAN RESTRICTIONS Continued...	required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan.
ASSUMABILITY	The Loan is not assumable.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the Inspection Report (as per HOME Regulations). Homeowner requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	• Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
CONTRACTOR WARRANTIES AND LIEN RELEASES	A contractor must submit completed and signed lien releases for the project. Contractors must provide a written warranty guaranteeing the work for a period of at least one year. A copy of each contractor warranty and each lien release shall be provided to the homeowner and to the City.

PENALTIES FOR APPLICANT MISREPRESENTATION PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410 ⁽¹⁾), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

IV. CITYWIDE SINGLE FAMILY REHABILITATION LOAN – (HOME FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Single Family Rehabilitation Loan (Loan) available to income-qualified families requiring assistance to rehabilitate their home. The Program is funded by the Home Investment Partnership Program (HOME). Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The City of Oxnard may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof is required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the required rehabilitation based on the Inspection Report (as per HOME Regulations).
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits. • Homeownership cannot be by installment contract.
PROPERTY STANDARDS	• HOME assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct a lead based paint, asbestos, and HQS Inspection prior to loan approval. Property must pass inspection by the City of Oxnard's Affordable Housing Inspector.

HOME VALUE LIMITS	The maximum home value cannot exceed HOME Value Limits (See Appendix "E").
PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter.
LOAN APPROVAL	Loan will be approved by the Loan Review Committee (LRC).
AGREEMENT APPROVAL	Loan agreement will be approved by the Contract Compliance Review Committee (CCRC).
MINIMUM LOAN AMOUNT	\$1,000
MAXIMUM ASSISTANCE	The Maximum Assistance cannot exceed HOME Maximum Subsidy Limits (See Appendix "F") and it will also be based on loan to value ratio which should not exceed 90% of home value. - Loan to value ratio is determined by the sum of all encumbrances on the property including any City Loan. - Program will provide a Loan of up to \$30,000 for rehabilitation with no interest and with no monthly payments. - Program may provide assistance over the initial \$30,000, if required. Any amount over \$30,000 will require 120 equal installments with no interest.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any City Loan.
LOAN TERM	- The term of the Loan is 20 years if the Loan amount is up to \$30,000. A loan of up to \$30,000 is forgiven at the end of the Loan term. - Any amount in excess of \$30,000 will have a repayment term of up to ten years, with a minimum payment of \$25 per month, with up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. - All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. All Loans have 0.00% interest. - Owner-occupancy is required until the term expires.
LOAN SECURITY	City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy will be required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan on a loan amount up to \$30,000. On amounts exceeding \$30,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
ASSUMABILITY	The Loan is not assumable.

SUBORDINATION	A processing fee of \$250 will be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work shall include all items in need of repairs according to the Inspection Report (as per HOME Regulations). Homeowner's requests will be taken into consideration along with items in the HQS report.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard, and be part of the Affordable Housing & Rehabilitation Division contractor's list. • Contractors must not appear on the debarment list.
CHANGE ORDERS	• Change orders must be approved by the City for any changes or additional unforeseen work items prior to work being done.
CONTRACTOR WARRANTIES AND LIEN RELEASES	A contractor must submit completed and signed lien releases for the project. Contractors must provide a written warranty guaranteeing the work for a period of at least one year. A copy of each contractor warranty and each lien release shall be provided to the homeowner and to the City.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410 ⁽¹⁾), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United

PENALTIES FOR APPLICANT MISREPRESENTATION Continued.....	States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten (10) days from the date of the denial letter.

V. CITYWIDE HOMEBUYER LOAN – (CDBG FUNDS)

PROGRAM DESCRIPTION	The City of Oxnard's Affordable Housing and Rehabilitation Division (City) has a Citywide Homebuyer Loan available to income-qualified families to purchase their first home in the City of Oxnard. The Program will provide assistance in the form of a forgivable loan to potential homebuyers to make homeownership more attainable. The Program is funded by the Community Development Block Grant Funds (CDBG). Only one forgivable loan per household.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Borrowers and co-borrowers are required to submit an executed Uniform Residential Loan Application (Fannie Mae Form 1003). • All applicants must be First-Time Homebuyers. • Applicants must be Oxnard residents at time of application and must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C). • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for the Ventura County, Oxnard-Thousand Oaks-Ventura area as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "D" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • The assisted property must be located within the Oxnard City Limits.
PURCHASE PRICE LIMITS	Maximum purchase price cannot exceed 120% of HOME Value Limits (See Appendix "E").
PROPERTY STANDARDS	• CDBG assisted projects, including manufactured housing, must meet applicable state or local codes. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The City will conduct an inspection of the property. • The property must be free from any defects that pose a danger to the health or safety of occupants prior to the close of escrow. Any incipient building code violations must be corrected prior to sale or occupancy.
TRANSACTION TYPE	Purchase transactions only.

LOAN TERM	• The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$25,000. The Loan is forgivable at the end of the Loan term. • All loan amounts shall be due and payable to the City if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of the City, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan. • No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. • The Loan has 0% annual deferred interest. • Owner-occupancy is required until the term expires. • Land Contract purchases shall not be eligible for assistance under this program. • This is a one-time loan; any borrower who receives a housing loan or loans from the City under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.														
LOAN SECURITY	• City shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.														
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from the City, in order to assist City in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy will be required.														
MINIMUM LOAN AMOUNT	\$1,000														
MAXIMUM ASSISTANCE	• The Maximum Assistance cannot exceed HOME maximum Subsidy Limits (See Appendix "F") as per HOME regulations at 24 CFR Part 92.250. • The loan provides up to thirty thousand dollars (\$30,000) of the purchase price including closing costs. The loan will assist to close the "gap" between the purchase price, primary lender's maximum loan amount, closing costs, and the maximum homebuyer's contribution. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. <i>For example:</i> <table border="1"> <thead> <tr> <th colspan="2">SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually</th> </tr> </thead> <tbody> <tr> <td>Purchase Price of Property</td> <td>\$240,000</td> </tr> <tr> <td>Plus estimated non-recurring closing costs</td> <td>7,200</td> </tr> <tr> <td>Less Maximum Primary loan amount</td> <td>(194,200)</td> </tr> <tr> <td>Less homebuyer contribution</td> <td>(5,000)</td> </tr> <tr> <td>Other subsidies or financial assistance</td> <td>(18,000)</td> </tr> <tr> <td>Equals "GAP"</td> <td>30,000</td> </tr> </tbody> </table> The City reserves the right to adjust the Loan amounts and percentages based on the type and amount of funds available in all funding sources.	SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$72,500 annually		Purchase Price of Property	\$240,000	Plus estimated non-recurring closing costs	7,200	Less Maximum Primary loan amount	(194,200)	Less homebuyer contribution	(5,000)	Other subsidies or financial assistance	(18,000)	Equals "GAP"	30,000
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Equals "GAP"	30,000														

HOMEBUYER CONTRIBUTION	The minimum homebuyer contribution shall be \$5,000 with a maximum homeowner contribution to include all liquid assets (as permitted by law).
USE OF FUNDS	Program funds may be used for up to 100% non-recurring closing costs, and for up to 50% of the required down-payment for the home purchase. Examples of non-recurring closing costs include credit report, escrow fee, closing fee, recording, title insurance, etc.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
PRE-APPROVAL/ ESCROW/ APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: income, assets, legal residency, Fannie Mae Form 1003, credit report, full income and asset documentation, bank statements, HUD-approved homebuyer education certificate and Good Faith Estimate (GFE). • Upon review and approval of the documentation submitted, the City will issue a Pre-Approval Letter to the Borrower which may be submitted with an offer to purchase. • Escrow must open within ninety (90) days from the date of the pre-approval letter. • Upon written request, a thirty (30) day extension to open escrow will be granted from the expiration date of the pre-approval letter. • Escrow should close within sixty (60) days of opening. • Final Loan Approval will be granted upon receipt of the Estimated Settlement Statement (HUD-1) and the property passing the required inspections. • Loans will be submitted to the City's Loan Review Committee (LRC) for final approval.
AGREEMENT APPROVAL	• Loan Agreements will be present to the City's Contract Compliance Review Committee (CCRC) for approval.
FIRST TRUST DEED LOAN TERMS	• <u>First Mortgage Product Type:</u> fixed rate 30-year fully amortized loans only. Balloon, interest-only, adjustable rate, negatively amortizing loans, temporary buy-downs, or loans with prepayment penalties are not allowed. • <u>Maximum Loan Amount:</u> determined by the lender (limited by Program's maximum debt ratios.) • <u>Additional Liens:</u> must be approved by the City. • <u>Impounds:</u> not required • <u>Lender Fees:</u> must be reasonable and customary based on industry standards. • <u>FHA Loans:</u> 1) Closing costs can be charged to the borrower per FHA closing cost allowances; and 2) The maximum front end ratio [Principal Interest Title and Insurance (PITI)] shall be 35%. • <u>Ratios are utilized to ensure responsible lending practices and protect against predatory lending.</u>
PROPERTY TAX AND INSURANCE CALCULATIONS	When determining the monthly amount of property taxes, fire and mortgage insurance premiums on all down payment assistance loans, the following standard factors will be used, unless documentation can be provided to justify actual figures: • Property Taxes: .0125 of the purchase price, adjusted monthly. • Hazard Insurance Premiums: are estimated at .03 of the loan amount,

PROPERTY TAX AND INSURANCE CALCULATIONS Continued.....	adjusted monthly. Private Mortgage Insurance (PMI) or Mortgage Insurance (MI): actual amount, adjusted monthly.
MAXIMUM FRONT END RATIO	Assistance will be provided to the extent that will ensure that the household's front end ratio does not exceed 38% of their income.
MAXIMUM BACK END RATIO	45% of the applicant(s) monthly income - Co-signed, Deferred and Secured Loans shall be included in the determination of the debt-to-income ratio unless paid or refinanced by a joint responsible party prior to or at close of escrow.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	100% of the purchase price or appraised value, whichever is less.
HOMEBUYER EDUCATION	- The course must be attended in person, through a HUD-approved Homebuyer Education Provider located within Ventura County. - A Homebuyer Education Certificate must be issued for all buyers within the last 12 months from the date of application.
NON PURCHASING SPOUSE	The income, assets, debts, and liabilities of the non-purchasing spouse will be considered in qualifying the household.
COSIGNERS / COMORTAGORS/ COBORROWERS	Must meet borrower eligibility requirements.
REDRAW OF LOAN DOCUMENTS	A \$100 fee will be charged for each request to redraw loan documents prior to closing. This fee shall not apply if City initiates the redraw.
LOAN APPLICATION FEE	A loan application fee of \$25 shall be paid by applicants.
SUBORDINATION	A processing fee of \$250 will be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of \$100 will be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
PAYMENT OF LOAN	The Program Loan payments (principal and interest) will be deferred for the term of the loan.
LOAN PAYMENTS	Payment may be made by mail or in person at 435 South D Street, Oxnard, CA 93030. <i>Payments must be in the form of personal check, cashier's check or money order, no cash allowed.</i>
ACCELERATION/RECAPTURE	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: - Sale of the Property; (short sale; see short sale section) - Unauthorized refinancing; - Borrower non-occupancy; - Changes/transfers of title; - Fails to maintain hazard insurance; - Fails to pay property taxes; - An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; - An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. - Upon triggering the Acceleration Clause, the full balance of the loan (principal and accrued interest) is recaptured (due and payable) to the

ACCELERATION/RECAPTURE Continued.....	City. (See Appendix G). The acceleration clause will be in effect: upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
SHORT SALES	• Short sales will be considered on a case by case basis. • Requests of short sales must be approved by City Council.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify City in writing within 10 days of such absence.
ASSUMABILITY	The Loan is not assumable.
DISCLOSURE OF INFORMATION	No personal information will be disclosed to a third party not listed on the application and/or supporting documentation without prior written authorization from the applicants, or as directed by law.
PENALTIES FOR APPLICANT/ LENDER MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (<u>28 U.S.C. 2461 note</u>; Public Law 104-410 ^[1]), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by the City of Oxnard Affordable Housing in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	The City will review any appeals of rejected Loans only if the review is requested in writing by the applicant and received within ten business (10) days from the date of the denial letter.

VI. CITYWIDE SINGLE FAMILY MATCHING REHABILITATION LOAN – (CDBG FUNDS)

PROGRAM DESCRIPTION	The Community Block Grant Funds (CDBG) (The Program) has a Citywide Single Family Matching Rehabilitation Loan (Loan) available to income-qualified households requiring assistance to rehabilitate their home. Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The Program may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof may be required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the rehabilitation of the property based on the Physical Needs Inspection Report. Use of CDBG funds will be governed by CDBG regulations and guidelines.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application. • Applicants and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix “E” for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any single-family residence, condominium unit, cooperative unit, or manufactured home. • Assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	• Program funded projects, including manufactured housing, must meet applicable state or local codes for the scope of work being done. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The Program will conduct a lead based paint, asbestos, and Physical Needs Inspection prior to loan approval.
HOME VALUE LIMITS	Maximum home value cannot exceed 120% of HOME Program Value Limits (See Appendix “F”).

PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, a Pre-Approval Letter will be issued.
LOAN APPROVAL	Approval by the Loan Review Committee (LRC) may be required.
MINIMUM ASSISTANCE	\$1,000; exceptions may be allowed on a case-by-case basis.
MAXIMUM ASSISTANCE	The Maximum Assistance will be based on loan to value ratio which should not exceed 90% of home value. Loan to value ratio is determined by the sum of all encumbrances on the property including any Program Loan. Program will provide a Loan of up to \$30,000 for rehabilitation. The Loan provides a 3 to 1 match of the homeowner's contribution. <i>For example: If the homeowner contributes \$3,000, The Program may contribute up to \$9,000; if the homeowner contributes \$5,000, The Program may contribute up to \$15,000.</i>
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including any Program Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$15,000 and 10 years if the Loan amount is from \$15,001 up to \$30,000. The Loan is forgiven at the end of the Loan term. - All loan amounts shall be due and payable to The Program if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of The Program, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - No payments are required until sale, transfer, conveyance, unauthorized refinance, and/or owner non-occupancy of the property for the term of the loan. - The Loan has 0.00% interest. - Owner-occupancy is required until the term expires. - This is a one-time loan; any borrower who receives a housing loan or loans from The Program under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
LOAN SECURITY	The Program shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	- Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. - Annual submission of recertification for owner-occupancy may be required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan.

ASSUMABILITY	The Loan is not assumable.
LOAN APPLICATION FEE	A loan application fee of \$25 may be charged to applicants.
SUBORDINATION	A processing fee of up to \$250 may be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of up to \$100 may be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION OF LOAN	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan is due and payable to The Program. The acceleration clause will be in effect upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work may include those items requested by the homeowner that are in need of repairs according to the Physical Needs Inspection Report. Elective remodeling is not allowed.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard. • Contractors must not appear on the debarment list.
PERMITS	Contractor shall obtain all necessary permits required by the City of Oxnard Building & Safety Department.
CHANGE ORDERS	Change orders must be approved by The Program for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 18 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation

PENALTIES FOR APPLICANT MISREPRESENTATION Continued.....	Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by The Program in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	Any appeals of rejected loans must be requested in writing by the applicant and received within ten (10) business days from the date of the denial letter.

VII. CITYWIDE MOBILEHOME REHABILITATION LOAN - (CDBG FUNDS)

PROGRAM DESCRIPTION	The Community Development Block Grant (CDBG) (The Program) has a Citywide Mobilehome Rehabilitation Loan available to income-qualified households requiring assistance to rehabilitate their home. Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The Program may provide loans as described in the following policies, when homeowners are unable to obtain traditional financing from a lending institution. Proof may be required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the rehabilitation of the property based on the Physical Needs Inspection Report. Use of CDBG funds will be governed by CDBG regulations and guidelines.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	• The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). • All members of the household are required to submit full income and assets documentation. • Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. • Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent (80%) of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "E" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	• Any mobilehome residence. • The assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	• Program funded projects must meet applicable state or local codes for the scope of work being done. • All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. • The Program will conduct a lead based paint, asbestos, and Physical Needs Inspection prior to loan approval.
CDBG VALUE LIMITS	The maximum home value cannot exceed 120% of HOME Program Value Limits (See Appendix "F").
PRE-APPROVAL	• To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. • Upon review and approval of the documentation submitted, Pre-

PRE-APPROVAL Continued.....	Approval Letter will be issued.
LOAN APPROVAL	Approval by the Loan Review Committee (LRC) may be required.
MINIMUM LOAN AMOUNT	\$1,000; exceptions may be allowed on a case-by-case basis.
MAXIMUM ASSISTANCE	The Program will provide a Loan of up to \$30,000.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. Loan to value is determined by the sum of all encumbrances on the property including The Program's Citywide Mobilehome Rehabilitation Loan.
LOAN TERM	- The term of the Loan is 5 years if the Loan amount is up to \$10,000 and 10 years if the Loan amount is from \$10,001 up to \$20,000. A loan of up to \$20,000 has no interest and is forgiven at the end of the Loan term. - Any amount in excess of \$20,000 will have a repayment term of ten years with a minimum payment of \$25 per month, up to 120 equal installments commencing the first day of the month following the second month in which the loan is provided. - All loan amounts shall be due and payable to The Program if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of The Program, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." - The Loan has zero percent interest (0) as described in the Note and Truth In Lending Disclosure Statement. - Owner-occupancy is required until the term expires. - Loan cannot be combined with any other Program loan or product. - This is a one-time loan; any borrower who receives a housing loan or loans from The Program under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
PAYMENT OF LOAN	The Program Loan payment will be deferred for the term of the loan on a loan amount up to \$20,000. On amounts exceeding \$20,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
LOAN SECURITY	The Program shall secure the loan by placing a lien on the property with a Statement of Lien filed with the State of California Department of Housing and Community Development.
ASSUMABILITY	The Loan is not assumable.
DESIGNATION OF HEIR	All recipients of loans for the purchase or rehabilitation of mobilehomes must provide an executed will designating the person or persons who shall inherit the mobilehome upon the death of the loan recipient, and shall complete State Housing and Community Development form 474 or its equivalent.
LOAN APPLICATION FEE	A loan application fee of \$25 may be charged to applicants.
SUBORDINATION	A processing fee of up to \$250 may be charged for each subordination request in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of up to \$100 may be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.

ACCELERATION OF LOAN	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term: • Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan is due and payable to The Program. The acceleration clause will be in effect upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work may include those items requested by the homeowner that are in need of repairs according to the Physical Needs Inspection Report. Elective remodeling is not allowed.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard. • Contractors must not appear on the debarment list.
PERMITS	Contractor shall obtain all necessary permits required by the State of California Housing & Community Development (HCD).
CHANGE ORDERS	Change orders must be approved by The Program for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy may be required.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction.

PENALTIES FOR APPLICANT MISREPRESENTATION Continued.....	Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by The Program in its capacity as a city, state, and federal agency.
APPEALS/ EXCEPTIONS	Any appeals of rejected Loans must be requested in writing by the applicant and received within ten (10) business days from the date of the denial letter.

VIII. CITYWIDE SINGLE FAMILY REHABILITATION LOAN – (CDBG FUNDS)

PROGRAM DESCRIPTION	The Community Block Grant (CDBG) (The Program) has a Citywide Single Family Rehabilitation Loan (Loan) available to income-qualified households requiring assistance to rehabilitate their home. Only one forgivable loan per household.
PRE-PROCESSING REQUIREMENT	The Program may provide loans as described in the following policies when homeowners are unable to obtain traditional financing from a lending institution. Proof may be required.
TRANSACTION TYPE	Home rehabilitation transactions only.
USE OF FUNDS	Program funds will be used for the rehabilitation of the property based on the Physical Needs Inspection Report. Use of CDBG funds will be governed by CDBG regulations and guidelines.
PROCESSING PRIORITY	Funds are available on a first qualified, first served basis.
BORROWER ELIGIBILITY	- The combined annual gross household income may not exceed eighty percent (80%) of the Area Median Incomes (AMI). - All members of the household are required to submit full income and assets documentation. - Applicants must be Oxnard residents at time of application and all persons on title must occupy the property as their primary residence for the term of the Loan. - Each borrower and co-borrower must comply with all applicable restrictions on citizenship and legal immigration status pursuant to the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and 8 U.S.C. 1611 et. seq., both of which are in effect as of the adoption of these policies; and further, must be eligible under any future statutes or regulations governing eligibility enacted subsequently. The residency status of a qualified alien must be continuous in nature required under 24 CFR 9.254 and CH&SC Section 33413(b)(2)(C).
CO-OWNERS	Must meet borrower eligibility requirements.
INCOME LIMITS	Income Limits are based on eighty percent of the AMI for Ventura County, as determined annually by the United States Department of Housing and Urban Development (HUD) and may be amended from time to time. See Appendix "E" for maximum Income Limits per household.
ELIGIBLE DWELLINGS	- Any single-family residence, condominium unit, cooperative unit, or manufactured home. - The assisted property must be located within the Oxnard City Limits.
PROPERTY STANDARDS	- Program funded projects, including manufactured housing, must meet applicable state or local codes for the scope of work being done. - All properties built prior to January 1, 1978 will be presumed to contain lead-based paint on either interior or exterior surfaces or both. In order to implement the federal guidelines certain procedures have been implemented for properties receiving federal assistance. The Program will conduct a lead based paint, asbestos, and Physical Needs Inspection prior to loan approval.
HOME VALUE LIMITS	The maximum home value cannot exceed 120% of the HOME Program Value Limits (See Appendix "F").
PRE-APPROVAL	- To determine eligibility, the borrower must submit an application package to include at a minimum the following documentation: full income and assets, legal residency, ownership, owner-occupancy, required home insurance, and mortgage balance statement. - Upon review and approval of the documentation submitted, a Pre-Approval Letter will be issued.

LOAN APPROVAL	Approval by the Loan Review Committee (LRC) may be required.
MINIMUM LOAN AMOUNT	\$1,000; exceptions may be allowed on a case-by-case basis.
MAXIMUM ASSISTANCE	The Maximum Assistance will be based on loan to value ratio which should not exceed 90% of home value. • Loan to value ratio is determined by the sum of all encumbrances on the property including any Program Loan. • Program will provide a Loan of up to \$30,000 for rehabilitation with no interest and with no monthly payments.
MAXIMUM COMBINED LOAN-TO-VALUE (CLTV)	Combined loan to value ratio should not exceed 90% of home value. • Loan to value is determined by the sum of all encumbrances on the property including any Program Loan.
LOAN TERM	• The term of the Loan is 20 years if the Loan amount is up to \$30,000. A loan of up to \$30,000 is forgiven at the end of the Loan term. • All loan amounts shall be due and payable to The Program if the homeowner defaults on any of the Loan terms before the term expires. The failure of the homeowner to live in the unit, and any re-financing without prior written authorization of The Program, are two examples of types of actions that would constitute defaults which trigger the immediate obligation to repay the loan." • All Loans have 0.00% interest. • Owner-occupancy is required until the term expires. • This is a one-time loan; any borrower who receives a housing loan or loans from The Program under this program, regardless of the dollar amount of the loans, shall be ineligible to apply for additional housing loans in the future.
LOAN SECURITY	• The Program shall secure the loan by placing a lien on the property by recording a Deed of Trust with Ventura County Recorder's Office for the loan amount.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. • Annual submission of recertification for owner-occupancy maybe required.
PAYMENT OF LOAN	The Program Loan payment (principal and interest) will be deferred for the term of the loan on a loan amount up to \$30,000. On amounts exceeding \$30,000, a monthly payment is due on the 1 st of the month. The payment shall be amortized over a ten (10) year period, with a minimum payment of no less than \$25.
ASSUMABILITY	The Loan is not assumable.
LOAN APPLICATION FEE	A loan application fee of \$25 may be charged to applicants.
SUBORDINATION	A processing fee of up to \$250 may be charged for each subordination request provided that this is in accordance with all applicable regulations. See APPENDIX "B" for Subordination Requirements.
PAYOFF DEMAND REQUESTS	A processing fee of up to \$100 may be charged for each payoff demand request in accordance with all applicable regulations. See APPENDIX "C" for Payoff Demand Requests Process.
ACCELERATION OF LOAN	The Program Loan, shall become due and immediately payable upon the occurrence of any one of the following events prior to the expiration of the Loan term:

ACCELERATION OF LOAN Continued.....	• Sale of the Property; • Unauthorized refinancing; • Borrower non-occupancy; • Changes/transfers of title; • Fails to maintain hazard insurance; • Fails to pay property taxes; • An uncured default by Borrower under this Agreement, the Note or the Deed of Trust; • An uncured default by Borrower on the Promissory Note evidencing or Deed of Trust securing any loan. • Upon triggering the Acceleration Clause, the full balance of the loan is due and payable to The Program. The acceleration clause will be in effect upon discovery of willful misrepresentation or fraud in connection with the Program. Borrower non-occupancy of the property is prohibited and will cause the loan to be accelerated.
EXTENDED ABSENCE	In the event the borrower will be away from the premises for more than 90 consecutive days, borrower agrees to notify in writing within 10 days of such absence.
SCOPE OF WORK	The scope of work may include those items requested by the homeowner that are in need of repairs according to the Physical Needs Inspection Report. Elective remodeling is not allowed.
CONTRACTORS	• Contractors must be licensed by the State of California and City of Oxnard. • Contractors must not appear on the debarment list.
PERMITS	Contractor shall obtain all necessary permits required by the City of Oxnard Building & Safety Department.
CHANGE ORDERS	Change orders must be approved by The Program for any changes or additional unforeseen work items prior to work being done.
LIEN RELEASES	A contractor must submit completed and signed lien releases for the project.
COMPLIANCE WITH LOAN RESTRICTIONS	• Applicants have a continual affirmative duty to provide any and all information and documentation, upon request from The Program, in order to assist The Program in the process of monitoring compliance with all terms of the loan. Annual submission of recertification for owner-occupancy may be required.
PENALTIES FOR APPLICANT MISREPRESENTATION	Any person making a material misstatement or misrepresentation in any affidavit or certification made in connection with the application for the Program loan shall be subject to all applicable fines and penalties. Title 31 § 3729 (a)(1)(G) of the United States Criminal code makes it a criminal offense, punishable by a civil penalty of not less than \$5,000 and not more than \$10,000, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. 2461 note; Public Law 104-410), plus 3 times the amount of damages which the Government sustains because of the act of that person to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. Section 35 (A) of the United States Criminal code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000.00 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information above was requested by The Program in its capacity as a city, state, and federal agency

APPEALS/ EXCEPTIONS	Any appeals of rejected loans must be requested in writing by the applicant and received within ten (10) business days from the date of the denial letter.
---------------------	--

Appendix "A"

DEFINITIONS: AFFORDABLE HOUSING ASSISTANCE PROGRAMS

<i>APPLICANT</i>	Any person who applies for a loan with the Affordable Housing & Rehabilitation Division.
<i>AREA MEDIAN INCOMES (AMI)</i>	The median family income of a geographic area of the state, as annually estimated by the United States Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937: the median income for the Ventura County, Oxnard-Thousand Oaks- Ventura area with adjustments for household size, as adjusted from time to time by HUD.
<i>ASSETS</i>	Cash or non-cash items that can be converted to cash. Assets exclude necessary personal property.
<i>CITY</i>	The City of Oxnard.
<i>COMPLETE APPLICATION</i>	A fully executed (completely filled out and having all required signatures) application with all supporting documents requested on the application.
<i>EIGHTY PERCENT (80%) OF AREA MEDIAN INCOMES (AMI)</i>	Annual gross income up to eighty percent (80%) of the Area Median Income, adjusted for family size (see Appendix "D").
<i>ELIGIBLE BORROWER</i>	Any person meeting the criteria for an eligible borrower set forth in these guidelines.
<i>ELIGIBLE DWELLING</i>	Any single-family residence, condominium unit, cooperative unit, or manufactured homes that meet HUD conventional guidelines. The assisted property must be located in the City of Oxnard (as defined by the Oxnard Planning Boundaries or you may refer to the most current Thomas Guide, Santa Barbara, San Luis Obispo & Ventura Counties, Street Guide published by Rand McNally).
<i>FIRST TIME HOMEBUYER</i>	All homebuyers must be residents within the city limits of the City of Oxnard. Documentation (i.e. utility bills, driver's license, income taxes, etc.) of homebuyer status will be required for all homebuyers. Applicants must be "first-time" homebuyers. The Program will use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(l) Title 25 California Code of Regulations: "First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition: A displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a

FIRST TIME HOMEBUYER Continued...	consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family; A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or An individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is: Not permanently affixed to a permanent foundation in accordance with local or state regulations; or Not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.
FIRST QUALIFIED-FIRST SERVED	Complete applications will be processed prior to incomplete applications to determine program eligibility and upon pre-approval, funds will be reserved.
HOME FUNDS	Funds received pursuant to the HOME Investment Partnership Program under the Department of Housing and Urban Development (HUD), codified at 42 U.S.C. Section 12701, et seq., 24 CFR Part 92, to provide funds for affordable housing.
HOME VALUE	The value of the eligible property as determined by sales price and/or a certified appraisal.
HOUSEHOLD	One or more persons occupying the same housing unit (including foster care children).
HOUSEHOLD MEMBERS	An individual, or two or more persons related by blood or marriage, or a group of unrelated individuals living together and bearing the generic character of a relatively permanent housekeeping unit in a property unit as defined by HUD. See also "Household."
INCOME CALCULATION METHOD	Annual income is calculated using the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period, as described in 24 CFR Part 5.
LIQUID ASSETS	Shall be defined as savings, checking, money market or stock accounts that are non-retirement, life insurance, non-loan or gift related.
LOAN	Financing provided to an Eligible Borrower for the rehabilitation of an Eligible Dwelling.
LOW-INCOME	A household with income up to eighty percent (80%) of the Area Median

	Incomes (AMI), as defined under HOME and by California State Law.
<i>MAXIMUM HOME VALUE LIMIT</i>	The maximum home value cannot exceed HOME Value Limits.
<i>MAXIMUM SUBSIDY LIMITS</i>	The maximum subsidy amount cannot exceed the HOME Investment Partnership Program 221(d) (3) Maximum Per Unit Subsidy Limits; see Exhibit "G."
<i>MODERATE-INCOME</i>	A household with income up to one hundred and twenty percent (120%) of the Area Median Incomes (AMI), as defined under HOME and by California State Law.
<i>OWNERSHIP</i>	Any of the following interests in residential property: fee simple interest; joint tenancy; tenancy in common; interest of a tenant-shareholder in a cooperative; life estate; interest held in trust for the Applicant that would constitute a present ownership interest if held by the Applicant.
<i>PRIMARY RESIDENCE</i>	The property occupied by the applicant(s).
<i>PROPERTY STANDARDS</i>	The minimum performance standards a property must meet for program eligibility. Standards are established in 24 CFR Part 882 (Housing Quality Standards). In addition, any incipient building code violations must be corrected prior to sale or occupancy.
<i>SINGLE-FAMILY RESIDENCE</i>	A housing unit intended and used for occupancy of a household.
<i>SHORT SALES</i>	A home that is listed for sale at a price lower than the balance of debts secured by liens against the property.
<i>UNDERWATER</i>	Total debt of the property exceeds the house value.

Appendix "B"

LOAN SUBORDINATIONS REQUIREMENTS

(ALL PROGRAMS)

The City of Oxnard's Affordable Housing & Rehabilitation Division will subordinate program loans under the following conditions: The City will consider subordination if the refinance is for the sole purpose of lowering the interest rate on the primary mortgage and obtaining more favorable terms for that loan, with the goal of improving the households financial situation and thereby strengthening borrower's economic position and reducing the possibility of default on any loans, including the City's loan to borrower, taking into consideration the following items:

- a. No cash out is authorized, unless stated in the agreement.
 - b. The City will not subordinate the City's loan for a reverse mortgage because that is a form of "cash out to the homeowner.
 - c. At City's discretion the Borrower must have sufficient equity in the property, and the property is not "underwater".
 - d. The Borrower has no other defaults.
 - e. The Borrower is not a "Bad Actor" with a history of having violated the existing agreement with the City.
 - f. All other conditions of the loan agreement between Borrower and City remain in full force and effect, except as otherwise specifically set forth in writing.
- NON-RESALE RESTRICTED UNITS
 - Property value is determined by appraisal report ordered by lender.
 - No cash out allowed.
 - New loan must be fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.
 - RESALE RESTRICTED UNITS
 - Property value is determined by Current Price Index (CPI) Method.
 - No cash out allowed unless stated in Resale Restriction Agreement.
 - Fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.
 - RESALE RESTRICTED UNITS IN REDEVELOPMENT AREAS
 - Property value of redevelopment restricted units is determined by the Housing Cost Method
 - Refinancing is permitted if the new loan meets the following:

- a) New loan amount must not exceed the original principal amount of the loan secured by the first trust deed or mortgage being refinanced (plus reasonable loan fees and costs).
 - b) The new loan must be fully amortized with a fixed interest rate.
 - c) No cash out unless stated in the Resale Restriction Agreement.
- REHABILITATED UNITS
 - Refinancing will only be allowed if it's to lower rate, term, or monthly payment.
 - Property value is determined by either an estimated value or an appraisal report.
 - No cash out allowed.
 - New loan must be fully amortized loan with a fixed interest rate.
 - Combined Loan to Value (LTV) ratio must not exceed 90%. Under extraordinary circumstances, the City may consider allowing refinancing for the sole purpose of lowering the interest rate, as set forth above, with a combine LTV of up to 100%.

SUBORDINATION PROCESS

- 1) A request for subordination to the Affordable Housing & Rehab Division must be made in writing.
- 2) The requesting agency must submit 1) Appraisal Report (Non-Restricted Units) 2) HUD1 3) completed Subordination Questionnaire and 4) **\$250 processing fee.**
- 3) Once the questionnaire, HUD1 and appraisal report are received by staff the following items are reviewed to verify the new loan meets the City's requirements:
 - a. Property value
 - b. New loan amount
 - c. Interest rate
 - d. Purpose of loan
- 4) If the information received meets City's requirements, subordination request is approved by the Program Manager and approval letter is issued to requesting agency.
- 5) City will prepare the subordination agreement and submit for signatures.

LOAN MODIFICATION PROCESS

- 6) A request for loan modification to the Affordable Housing & Rehab Division must be made in writing.
- 7) The requesting agency must submit 1) Appraisal Report (Non-Restricted Units) 2) HUD1 if applicable or equivalent 3) completed Questionnaire and 4) **\$250 processing fee.**
- 8) Once the questionnaire, HUD1 and appraisal report are received by staff the following items are reviewed to verify the new loan meets the City's requirements:
 - a. Property value

- b. New loan amount
 - c. Interest rate
 - d. Purpose of loan modification
- 9) If the information received meets City's requirements, loan modification request is approved by the Program Manager and approval letter is issued to requesting agency.
- 10) City will prepare the loan modification agreement and submit for signatures.

Exhibit "C"

Payoff Demand Process

- 1) A request for payoff to the Affordable Housing & Rehabilitation Division must be made in writing, and requires a \$100 processing fee.
- 2) City will review file and issue a demand to requesting agency.
- 3) Once City receives payoff amount, City shall reconvey the loan and send the necessary documents to the requesting agency.

Appendix "D"

INCOME CALCULATION WORKSHEET

1.Name: <u>DOE, JOHN AND JANE</u>		2. Program: <u>HOMEBUYER PROGRAM</u>			
ASSETS					
Family Member	Assets Description	Current Cash Value of Assets		Actual Income from Assets	
JOHN/JANE	CHECKING	\$7,247.00		\$0	
JOHN/JANE	SAVINGS	\$4,765.00		\$2.36	
JOHN/JANE	RETIREMENT/SAVINGS	\$6,037.00		\$25.64	
3. Net Cash Value of Assets.....		\$18,049.00			
4. Total Actual Income from Assets.....				4. \$28.00	
5. If line 3 is greater than \$5,000, multiply line by <u>2%</u> (Passbook Rate) and enter the results here; otherwise, leave blank.				5. \$361.00	
ANTICIPATED ANNUAL INCOME					
Family Member	Wages/ Salaries	Benefits/ Pensions	Public Assistance	Other Income	Asset Income
John	\$43,160				Enter the greater of lines 4 or 5 from above in e.
Jane	\$13,260				
Johnnie Jr					
6. Totals	a.\$56,420	b.	c.	d.	e.\$361.00
Enter total of items from 6a. through 6.e					\$56,781
This is Annual Gross Income.					

Reviewed by: _____ Date: _____

\$ 65,250 Income Limit

\$ 56,781 Income of Household

Approved by: _____ Date: _____

Appendix "E"

FY 2015 Income Limits Documentation System

FY 2015 Income Limits Summary

FY 2013 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person
<u>Extremely Low (30%) Income Limits</u>	\$19,050	\$21,800	\$24,500	\$27,200	\$29,400	\$31,600	\$33,750
<u>Very Low (50%) Income Limits</u>	\$31,750	\$36,250	\$40,800	\$45,300	\$48,950	\$52,550	\$56,200
<u>Low (80%) Income Limits</u>	\$50,750	\$58,000	\$65,250	\$72,500	\$78,300	\$84,100	\$89,900

Income Limits change annually as per United States Department of Housing and Urban Development (HUD).

Appendix "F"

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT

FOR VENTURA COUNTY

As per HOME regulations at 24 CFR 92.254(a)(2)(iii)

(HOME Value Limits as of 04/13/2015)

COUNTY NAME	One-Family
VENTURA	\$418,000

Maximum Purchase Price/After-Rehab Value Limits change annually as per United States Department of Housing and Urban Development (HUD).

Appendix "G"

MAXIMUM HOME PER UNIT SUBSIDY LIMITS

As per HOME regulations Section 234 Condominium Housing ELEVATOR BASE LIMITS

(HOME Maximum Subsidy as of 03/17/2015)

Bedrooms	HOME Maximum Subsidy
0	\$137,362
1	\$157,466
2	\$191,477
3	\$247,709
4+	\$271,908

Maximum Home Per Unit Subsidy Limits change annually as per United States Department of Housing and Urban Development (HUD).

**POLICY FOR RECAPTURE OF LOANS AVAILABLE
TO INCOME-QUALIFIED HOUSEHOLDS**

This is a method used to recapture all or a portion of the direct HOME subsidy if the HOME recipient decides to sell the house ***within the affordability period (i.e., the term of the loan as determined by the amount of HOME subsidy)*** at whatever price the market will bear.ⁱ

The phrase 'direct HOME Subsidy' is the amount of HOME subsidy loaned to the homebuyer directly to lower the fair market sales price to an affordable sales price, but not any HOME subsidy given to a developer needed in order to build the housing unit.

Recapture Provisions

- "In the event that the homebuyer *fails to satisfy the requirements during the term of the loan, or otherwise defaults*, the City shall exercise its legal rights, as set forth in the promissory note and deed of trust, in order to recover the monetary assistance previously provided to the homebuyer to the maximum extent permitted by law."
- "If the recapture provisions are triggered by a sale of the housing unit, (whether voluntary or involuntary – such as foreclosure) or other default, the City shall take all necessary steps to recover the full amount of HOME funds from the net proceeds. The phrase 'net proceeds' is defined as the sales price, minus the loan repayment of the first trust deed (other than HOME funds) and any closing costs."
- The HOME Program regulations allow the City to recapture the entire HOME Subsidy, in the event the loan recipient (now homeowner) violates the affordability period requirements. However, should the 'net proceeds' not cover the entire HOME Subsidy or not cover any of the HOME Subsidy, the City is required to forgive the remaining balance of the *direct* HOME Subsidy.
- If the homeowner does not occupy the residence as a primary residence, the loan is due and payable immediately upon discovery and investigation verifies that the property is not the primary residence of the loan recipient.

These policies refer only to HOME loans listed herein and made directly to the homebuyer/ homeowner, but not to Community Housing Development Organization HOME subsidies used.

ⁱ Building HOME: A HOME Program Primer (Community Planning and Development Training, 2010)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: K-5

DATE: April 5, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Purchase Order and Budget Appropriation to Purchase Refuse Transport Tractor

CONTACT: Janis Synnes, Public Works
Janis.Synnes@oxnard.org, 385-7880

RECOMMENDATION

That City Council: 1) Approve and authorize the mayor to execute a Purchase Order No. 5769 for the purchase of a refuse transport tractor from Pape Kenworth Truck Dealership in the amount of \$111,643; and 2) Approve a budget appropriation of \$86,643 for the purchase of the refuse transport tractor.

BACKGROUND

On October 3, 2014 a City refuse transport tractor suffered collision damage and was deemed a total vehicle/property loss. The City was not at fault in this accident. A property insurance claim was approved by the City's property agent Alliance Insurance Services for the value of replacing the refuse transport tractor. Transport tractors are hitched to trailers for hauling refuse and other material from the Del Norte Regional Recycling and Transfer Station to contracted landfills and processors.

To replace the tractor, a competitive bid process was completed and among the bids received Pape Kenworth Truck Dealership of Santa Maria, California submitted the lowest responsible bid at \$111,643. Competing bids were as follows: Inland Kenworth, Inc. in Montebello at \$125,464 and NorCal Kenworth in Sacramento at \$128,175. The cost of \$111,643 to replace the tractor is partially funded by the insurance claim less the amount for the insurance deductible of \$25,000; a claim total of \$86,643. There are sufficient budgeted funds from capital outlay

machinery equipment to cover the insurance deductible of \$25,000. This is funded by the Environmental Resources Enterprise Fund 631.

FINANCIAL IMPACT

A budget appropriation in the amount of \$86,643 recognizes \$86,643 which will be reimbursed from the insurance claim and \$25,000 from the deductible expense is provided by the Environmental Resources Enterprise Fund 631 for the purchase of the refuse transport tractor.

ATTACHMENTS

- #1 Purchase Order No. 5769
- #2 Budget Appropriation



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

**PURCHASE
ORDER NO.
005769**

DATE: 3/14/2016

VENDOR PHONE: (805)487-7572
VENDOR FAX: () -
VENDOR #: 19682
VENDOR ADDRESS: PAPE MATERIAL HANDLING INC
P.O. BOX 407
EUGENE, OR 97440
SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
03/04/2016		0000002579	03/04/2016		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		63163148918606		RENA BASSETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	REFUSE TRANSPORT TRACTOR	1.0000	111,643.00
	/ DL		

APROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVE TO PRINT PO TO TAKE TO COUNCIL. STAFF REPOR
T INCLUDES APPROPRIATION TO PROVIDE FUNDING-\$86K
\$25K TO COME FR EXISITING BUDGET (ADMIN BA).TW

TOTAL PURCHASE AMOUNT

\$111,643.00

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

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

AUTHORIZED SIGNATURE. _____

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

REQUEST FOR BUDGET APPROPRIATION

Department: Environmental Resources
Project/Program
Manager: Todd Vasquez-Housley

Date: March 29, 2016
Phone: 385-7957

Reason for Adjustment:

Recognizes \$86,643 of Damage Reimbursement from the City's property insurance claim for replacement of damaged tractor vehicle no. 3255

Accounts and Descriptions

AMOUNT

Fund: Environmental Resources Operating Fund 631

Revenues /Transfers In

Solid Waste Operating Transfer Haul (6314)

631-6314-691-7518	Damage Reimbursements	<u>86,643</u>
	Sub-total Revenues	<u>86,643</u>

Expenditures/Transfers Out

Solid Waste Operating Transfer Haul (6314)

631-6314-691-8606	Capital Outlay - Machinery New	<u>86,643</u>
	Sub-total Expenditures	<u>86,643</u>

Net Change to Fund Balance 0

Net Appropriation Change 86,643

Approvals

Department Director

_____ 2-2-16.

Chief Financial Officer

City Manager

ATTACHMENT NO. 2
PAGE 1 OF 1

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: K-6

DATE: April 5, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve Plans and Specifications for the Del Norte Facility Floor Restoration
Project PW 16-03

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION

That City Council approve plans and specifications for PW16-03 Del Norte Facility Floor Restoration and authorize staff to solicit bids for the project.

BACKGROUND

In accordance with the City's purchasing policy, staff will conduct a formal competitive bid process for this public works project. The specific work includes all labor and materials to restore approximately 2,300 square feet of specialized, resilient concrete floor space at the Del Norte Regional Recycling and Transfer Station. This section of the Del Norte Facility tipping floor consists of a concrete subsurface and a resistant top layer composed of higher density concrete and steel fragments. The top layer is stronger and more wear resistant than typical concrete floors due to the constant movement of heavy equipment and abrasive materials. It is also designed to wear down smoothly over time, preventing abrasion to heavy equipment surfaces. However, with normal use, the top layer eventually erodes and exposes the concrete subsurface. The exposed concrete subsurface is far more susceptible to erosion by the heavy equipment, refuse and recyclable materials that are constantly moved across the floor. Additionally, the concrete subsurface does not wear down smoothly and can cause damage to heavy equipment surfaces due to abrasion. This floor restoration project will restore the resistant top layer, prevent damage to the concrete subsurface and prevent abrasion damage to the heavy

equipment. This floor system is standard for similar facilities and has performed as designed since the Del Norte Facility began operation in 1996.

FINANCIAL IMPACT

Sufficient funding has been appropriated in Fiscal Year 2015-2016 to the Environmental Resources Material Recovery Facility (MRF) Capital Outlay (Account Number 631-6313-891-8603) for the floor restoration of Del Norte Regional Recycling Station. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder for this project.

Note: Plans and specifications for the PW16-03 Del Norte Facility Materials Recovery Floor Restoration Project are available for review at the City of Oxnard Corporation Yard General Services Department - Building No. 2, 1060 Pacific Avenue 8:00 a.m. on Thursday prior to the City Council Meeting.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: *N-1*

DATE: April 5, 2016
TO: City Council
FROM: Stephen Fischer, Interim City Attorney
SUBJECT: Whistleblower Policy
CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION

That City Council adopt a resolution establishing a Whistleblower Hotline Policy.

DISCUSSION

On December 1, 2015, the City Council held a study session to discuss a whistleblower policy and directed staff to bring back a policy that delegates review of reports of fraud, waste and abuse to a neutral third party. The proposed policy (Attachment A) delegates the task of reviewing whistleblower reports to the Internal Auditor, a function for which proposals from auditing firms have been solicited and are currently under review by the Fiscal Policy Taskforce. Such reports would be confidentially received through a hotline that would go directly to the neutral third party. As part of the review process, reports would be assigned a rating of "low," "medium," or "high" to prioritize response efforts.

The proposed policy is based on the City of Sacramento's whistleblower hotline program, which presents the process in a straightforward, easy to understand manner. Consistent with California Government Code Section 53087.6, the proposed policy provides that the Internal Auditor respond to reports of fraud, waste and abuse. The Internal Auditor would refer any calls not related to fraud, waste or abuse (such as personnel issues or operational/service complaints) to appropriate City departments for review and possible investigation. Finally, the policy requires periodic reports (every six months) to the Council on statistical information, including quantity and types of calls received and report status or disposition. A sample periodic report from the City of Sacramento is provided as Attachment 2.

Implementation

As stated previously, proposals for Internal Auditor services are currently being reviewed by the Fiscal Policy Taskforce, who will bring to Council a recommendation in the near future. Hotline operation vendor services would be procured in preparation for policy implementation. Once the Internal Auditor and Hotline operation vendor contracts are in place, the Internal Auditor and hotline operator will work with staff to develop the intake log and intake form, as well as assign the website and phone number for the intake of whistleblower reports.

FINANCIAL IMPACT

The approved FY 15/16 budget includes \$100,000 for the internal audit program Phase I. The cost estimate for a hotline operation vendor is approximately \$10,000 annually and can be absorbed within the approved \$100,000 allocation currently in the FY 15/16 budget. There is no additional impact to the General Fund at this time. An annual appropriation will need to be evaluated each fiscal year, depending on the performance audits selected each year.

ATTACHMENTS

Attachment 1: Resolution adopting Proposed Whistleblower Hotline Policy

Attachment 2: City of Sacramento Whistleblower Hotline Activity Report of 8/6/2015

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING A WHISTLEBLOWER HOTLINE POLICY

WHEREAS, California Government Code Section 53087.6 authorizes the City Council to approve establishing a whistleblower hotline to provide a confidential way for the public to report fraud, waste and abuse; and

WHEREAS, the City Council intends to award a contract for Internal Auditor services, which services shall include the review and investigation of reports of fraud, waste and abuse, as well as a contract for the operation of a Whistleblower Hotline for the intake of such reports; and

WHEREAS, the City Council wishes to establish a policy regarding the operation of the Whistleblower Hotline and the review and processing of reports submitted through the Hotline and through other channels.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Whistleblower Hotline Policy attached hereto as Exhibit "A" is hereby adopted.

PASSED AND ADOPTED THIS 5th day of April, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

EXHIBIT "A"

City of Oxnard Whistleblower Hotline Policy

WHISTLEBLOWER PROTECTION

The City will take all appropriate steps to thoroughly evaluate any allegations of improper governmental action that are brought to its attention. No City official or employee shall take retaliatory action against any employee or member of the public who, based on a good faith belief, has made a complaint or allegation concerning improper governmental action. Any individual who files a complaint may elect to have their identity kept confidential to the extent permitted by law unless the employee waives confidentiality in writing. The City shall establish a Whistleblower Hotline in order to receive and investigate allegations of possible City Fraud, Waste, and Abuse. This policy reflects the City's ongoing commitment to support open, ethical, accountable, and transparent local government.

Purpose

It is the purpose of this policy to 1) encourage employees and members of the public to report information concerning any allegedly improper governmental action or subsequent retaliation by the City's officers or employees by providing them protection against retaliation, and 2) reinforce the expected values and behaviors of City officials and employees because of their role as guardians of the public trust and resources.

Procedures

The following procedures aim to ensure accountability by creating a consistent and logical method for receiving and tracking allegations received through the Whistleblower Hotline. These procedures describe how the Internal Auditor and others involved in the reporting process will handle these allegations. Additionally, the procedures lay out a risk-based approach for using the Internal Auditor's limited resources to investigate the allegations that could place the City of Oxnard at the greatest risk.

Receiving Allegations

City staff or members of the public may submit allegations by either calling the Whistleblower Hotline's toll-free number, 1-***-***-****, or by completing the online form located at https://www.*****. In addition, individuals may also submit allegations directly to the Internal Auditor. Any individual who files a complaint may elect to have their identity kept confidential. The individual's identity will be kept confidential to the extent permitted by law unless the individual waives confidentiality in writing. Information can be submitted in person, over the phone, by voicemail, by e-mail, or by mail. The following provides the general procedure for receiving allegations.

In-Person or Phoned-In Allegations

Persons responsible for intake of allegations should adhere to the following procedures:

1. Ask about the subject of the allegation to ensure that the complainant is reporting to the correct entity. Determine if the allegation is about a City Department, Employee, Vendor, or Contractor; or if the complaint would fall under another jurisdiction.
 - If the allegation is not related to City government (for example, it is about a State or County Employee), refer the complainant to other relevant reporting options. See Reporting Options table. Enter the information in the Intake Log with a note about which entity the complainant was referred to.
2. If the allegation is about a City Department, Employee, Vendor, or Contractor, start a conversation with the complainant about the allegation.
3. After obtaining a basic understanding of the allegation, if the complainant had not already provided his or her name, ask for their name and contact information. Discuss the complainant's preference about remaining anonymous. Note this information on the Intake Form. Persons receiving allegations may enter notes on paper or directly into the electronic form.
4. After gathering this information, continue the conversation about the allegation. Ask the questions from the Intake Form, if appropriate. However, use your discretion to ask additional questions. The form's questions are meant to be used as a tool to aid the conversation and to solicit possible additional evidence.
5. After completing the conversation, enter/review Intake Form notes and save the file on the Investigations database.
6. Log the allegation information on the Intake Log.
7. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Voicemail Allegations

1. Listen to the voicemail.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

E-mailed or Mailed-In Allegations

1. Read the e-mail or letter.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.

5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Screening for Merit and Relevance

The Whistleblower Hotline is open to the public at large. As such, it welcomes an expansive range of complaints. Therefore, it is important to consider, during the interview process, how the allegation may relate to waste, fraud, or abuse by the City or its Employees. To do this, intake staff should think broadly about how the provided statements could tie into a related matter. Allegations, from a cursory review, could appear to lack in merit or relevance due to a myriad of reasons. However, upon a thorough and professional evaluation, they may point to an issue that puts the City at risk, which merits further investigation. However, cases that lack merit and relevance, as determined by insubstantial statements, should be documented and closed as 'Dismissed: Does Not Appear to Have Merit' in the Whistleblower Intake Log in order to preserve Internal Auditor resources. Taking these necessary steps protects the integrity of the Whistleblower Hotline and efficiently preserves public resources for matters that have merit and relevance.

Allegations

The Intake Log and Intake Form requires Internal Auditor staff conducting the intake to rate the priority of the complaint using "low," "medium," and "high." This method is to help the Internal Auditor prioritize its investigations by targeting overall risk to the City of Oxnard. Any allegations that are rated "medium" or "high" should be presented to the City's Internal Auditor or relevant Internal Auditor staff as soon as practicable. Those rated "low" can be discussed during periodic hotline discussions. The following provides guidance about rating allegations:

High Priority

Reasons why allegations may be considered high priority include a safety concern, losses to the City of Oxnard for more or equal to \$75,000, criminal activity resulting in a loss of at least \$400, high-level involvement, collusion of multiple wrongdoers, a major department-wide issue, or need for immediate action to stop a potential major issue. High-priority items should be discussed immediately. In addition, addressing these items could take priority over other investigations and audits – at the Internal Auditor's discretion.

Medium Priority

Allegations in this category could include a loss to the City of Oxnard for more or equal to \$25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious in the aggregate.

Low Priority

Allegations in this category could include a loss to the City of less than \$25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations

that lack credibility and evidence. The Internal Auditor would aim to investigate items in this list, but may not do so because of limited resources or if the complaint is insubstantial due to a lack of sufficient information to warrant an investigation. However, if the same or similar issues were reported multiple times, low priority items may become more of a priority.

Allegations Covered By the Internal Auditor

The hotline is designed to promote good government by providing City employees and members of the public with a way to report allegations of fraud, waste, and abuse.

In 2009, State Law went into effect that enabled local government auditors to establish whistleblower hotlines and to provide whistleblower protections. Local auditors are authorized under California Government Code Section 53087.6 to create whistleblower hotlines with the approval of their respective legislative bodies.

The California Government Code defines "fraud, waste, or abuse" in this context as an activity by a local government or employee "that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct."

The following further defines fraud, waste, and abuse:

Fraud -- The Association of Certified Fraud Examiners defines occupational fraud as "the use of one's occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization's resources or assets."

Some examples of possible fraud include theft of City funds or property, accepting or soliciting a bribe or kickback, falsifying payroll information, falsifying financial records to hide theft, submitting a false voucher, or using city property for non-City business.

Waste -- Waste can be intentional or unintentional and can involve unnecessary or extravagant City expenditures or misuse of City resources.

Abuse -- This is the use of an employee's position in the City to obtain personal gain for that employee or for someone else like a family member or friend.

The above definitions are meant to provide guidance, and are not meant to cover all types of allegations that will be investigated.

Additional Definitions

Employee means anyone employed by the City, whether in a permanent or temporary position, including full-time, part-time and intermittent workers. It also includes volunteers and members of appointed boards or commissions, whether or not paid.

Good faith belief means an honest and reasonable belief based on personal knowledge.

Improper governmental action means any activity by a local agency or employee that is undertaken in the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct.

Retaliatory action means any adverse change in an employee's employment status or the terms and conditions of employment resulting from an employee's complaint or allegation of an improper governmental action based on good faith belief.

Allegations Covered by Other City Offices

Some allegations are more appropriately investigated by other City Departments. The intent of establishing a whistleblower hotline is not to replace or limit other reporting options. Specifically, many Human Resources related issues should still be reported to the appropriate Human Resources staff. For example, labor grievances, discrimination allegations, and workers' compensation claims should be reported under the City's current procedures. Also, some callers may want to report legal issues to the City Attorney's Office, or code enforcement issues to the Development Services Department. As appropriate, the Internal Auditor will refer reporters to other City departments. However, it may also be appropriate for Internal Auditor staff to gather initial information in these areas to better understand the issues involved.

Internal Referrals Reporting Options:

Human Resources Department for workers' compensation information, union grievance procedures, and environmental health and safety programs like OSHA and DOT compliance:

805-385-7590

<http://hr.cityofoxnard.org/11>

Financial Resources - Risk Management for liability claims:

805-385-7475

<http://finance.cityofoxnard.org/8/>

City Attorney:

805-385-7483

<http://cityattorney.cityofoxnard.org/1>

Code Compliance Division for neighborhood code, housing and dangerous buildings, business compliance, landscape requirements, rental house standards, and anti-graffiti:

805-385-7940

<http://developmentservices.cityofoxnard.org/Uploads/code/>

Police for non-emergencies:

805-385-7600

<https://www.oxnardpd.org/>

Reporting Options for Allegations Covered by Non-City Agencies

Jurisdiction	Organization	Reporting	Methods
County of Ventura	County Auditor- Controller	Audit Fraud Hotline	805-644-6019 Audit Fraud Hotline/ County of Ventura/ 800 South Victoria/ Ventura, CA 93009-1540
State of California	Bureau of State Audits	Whistleblower Hotline	800-952-5665 Investigations/ Bureau of State Audits/ 555 Capitol Mall, Suite 300/ Oxnard, CA 95814 http://www.bsa.ca.gov/hotline/filecomp
Consumer Complaints Against a Business	California Office of the Attorney General	Comment/ Complaint Form	https://oag.ca.gov/contact/consumer-complaint-against-business-or-company
Consumer Complaints Against a Business	Better Business Bureau	Complaints	https://www.bbb.org/consumer-complaints/file-a-complaint/get-started
California Attorneys	State Bar of California http://www.calbar.ca.gov/Attorneys/LawyerRegulation/FilingaComplaint.aspx	Complaints	800-843-9053
California Judges	Commission on Judicial Performance	Complaints	415-557-1200 http://cjp.ca.gov/file_a_complaint.htm

Special Circumstances

1. The Internal Auditor may receive allegations about elected officials. As the Internal Auditor does not generally have the authority to audit the City Council without their request to be audited, allegations involving these officials shall be discussed with the Internal Auditor immediately. The Internal Auditor and other City officials, if necessary, will discuss how to evaluate these types of allegations.
2. Additionally, allegations may be received about members of the Internal Auditor's staff. If such allegations occur, those receiving the allegations should report them to the Internal Auditor immediately. The Internal Auditor and any other Internal Auditor staff who become aware of the complaint will evaluate the allegation, possibly with the advice of other City staff and officials, to determine if an investigation shall be conducted by the City or by an outside entity. The Internal Auditor's staff is expected to keep the allegation confidential and not inform the individual who is the subject of the allegation. If the complaint is about the designated Internal Auditor, the individual receiving the allegation should discuss it with another staff member and possibly seek guidance from City staff or officials to determine how to proceed.

Periodic Reporting

The Internal Auditor shall, at least every six months, report to the City Council on the allegations received through the Whistleblower Hotline, including the priority assigned and the status or disposition of each reported allegation.

Contact Information for the Internal Auditor Appointed by the Oxnard City Council:

[name]
[address]
[phone]

[website]

Meeting Date: 8/6/2015

Report Type: Staff/Discussion

Report ID: 2015-00687

04

City of
SACRAMENTO
**Budget and Audit
Committee Report**
915 I Street, 1st Floor
www.CityofSacramento.org

Title: City Auditor's Whistleblower Hotline Activity Report

Location: Citywide

Recommendation: Pass a Motion 1) accepting the City Auditor's Whistleblower Hotline Activity Report; and 2) forwarding to City Council for approval.

Contact: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Presenter: Jorge Oseguera, City Auditor, (916) 808-7270, Office of the City Auditor

Department: Mayor/Council

Division: Office of the City Auditor

Dept ID: 01001201

Attachments:

1-Description/Analysis

2-City Auditor's Whistleblower Hotline Activity Report (Nov to May 2015)

City Attorney Review

Approved as to Form
Sandra Talbott
7/29/2015 1:30:26 PM

Approvals/Acknowledgements

Department Director or Designee: Jorge Oseguera - 7/28/2015 3:29:25 PM

Attachment 2
Page 1 of 11

James Sanchez, City Attorney

Shirley Concolino, City Clerk
John F. Shirey, City Manager

Russell Fehr, City Treasurer

1 of 11

Description/Analysis

Issue Detail: According to the City Council Rules of Procedures, the Budget and Audit Committee shall receive, review, and forward to the council as appropriate, reports, recommendations, and updates from the city auditor. This report documents the City Auditor's Whistleblower Hotline related activity for the Nov 2014 to May 2015 period.

Policy Considerations: The City Auditor's presentation of the *City Auditor's Whistleblower Hotline Activity Report* is consistent with the Mayor and City Council's intent to have an independent audit function for the City of Sacramento.

Economic Impacts: *None*

Environmental Considerations: *None*

Sustainability: *None*

Commission/Committee Action: *None*

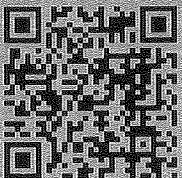
Rationale for Recommendation: This staff report provides the Budget and Audit Committee with information that may be used to meet its responsibility to provide oversight and supervision of the City Auditor.

Financial Considerations: The costs of the *City Auditor's Whistleblower Hotline Activity Report* were funded out of the Office of the City Auditor Budget.

Local Business Enterprise (LBE): No goods or services are being purchased as a result of this report.

Report #
2015-05

City Auditor's Whistleblower Hotline Activity Report (Nov 2014– May 2015)



Jorge Oseguera
City Auditor

Nicholas Cline
Senior Auditor

Lynn Bashaw
Senior Auditor

Farishta Ahrary
Auditor



Office of the City Auditor
August, 2015

Attachment 2
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Contents

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Auditor's role and responsibilities	1
Whistleblower procedures target high-risk tips	2
Status of Investigations.....	3
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Over 80 percent of tips received have been processed and closed	3
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Whistleblower Program Background

To Contact the City's Whistleblower Hotline

City staff or members of the public may submit allegations by either calling the Whistleblower Hotline's toll-free number 1-888-245-8859 or by completing the online form located at <https://www.reportlineweb.com/cityofsacramento>. In addition, individuals may also submit allegations directly to the City Auditor or any Auditor Office staff member. Any individual who files a complaint may elect to have their identity kept confidential. The individual's identity will be kept confidential to the extent permitted by law unless the individual waives confidentiality in writing. Information can be submitted in person, over the phone, by voicemail, by e-mail, or by mail.

Sacramento Office of the City Auditor
915 "I" Street
Historic City Hall, 2nd floor
Sacramento, CA 95814

Office of the City Auditor Website: <http://www.cityofsacramento.org/auditor/>

Auditor's role and responsibilities

The City Auditor is the City's independent auditor who reports directly to the Mayor and City Council. Council approves the Auditor's annual audit plan and has historically added audits to the plan when needed.

California Government Code Section 53087.6 allows local governments to create whistleblower hotlines. State law sets the requirements for establishing and running a whistleblower hotline, but local auditors have discretion in how to operate their programs.

The following includes key points of the Government Code section and how it pertains to the City of Sacramento:

- The City Auditor shall obtain approval from City Council before establishing a whistleblower hotline. This approval was obtained from the Sacramento City Council in March 2012.
- The hotline is used to receive calls from people who have information regarding fraud, waste, or abuse.
- The City Auditor may refer calls received on the hotline to the appropriate government authority for review and investigation.
- During the initial review of calls received, the City Auditor (or the appropriate government authority to whom the call is referred) shall hold in confidence information disclosed through the hotline. This includes the identities of the callers disclosing information and the people identified by the callers.
- Upon receiving specific information that an employee has engaged in an improper government activity, the City Auditor may conduct an investigative audit.

- The identity of the people providing information that initiated the investigative audit shall not be disclosed without their written permission, unless the disclosures are to law enforcement agencies that are conducting criminal investigations.
- The investigative audit shall be kept confidential except to issue a report of an investigation that had been substantiated or to release findings from completed investigations that are deemed necessary to serve the interests of the public.
- The identities of individuals reporting the improper government activities and the subject employees investigated shall be kept confidential.
- However, the City Auditor may provide a substantiated audit report and other information (including subject employee identities) to appointing authorities for disciplinary purposes.

Whistleblower procedures target high-risk tips

Due to the limited number of staff members in the Office of the City Auditor and the Office's chief responsibility to conduct performance audits in accordance with the Council-approved Audit Plan, conducting full investigations of all tips is not feasible. Instead, the City Auditor has adopted a risk-based approach to investigate whistleblower tips.

As part of the program's intake process, we rank tips by risk and focus investigative efforts on those that represent the greatest risk to the City. The following shows how we generally classify types of tips based on risk:

High Priority

Some reasons why allegations may be considered high priority are that they could include a safety concern, loss¹ to the City of more than \$75,000, criminal activity resulting in a loss of at least \$400, high-level involvement, collusion of multiple wrongdoers, major department-wide issue, or need for immediate action to stop a potential major issue. Addressing these items could take priority over other investigations and audits – at the City Auditor's discretion.

Medium Priority

Allegations in this category could include a loss to the City of more than \$25,000, abuse of authority, medium-to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious when summed. Some medium-priority items could be referred to a department for their review.

Low Priority

Allegations in this category could include a loss to the City of less than \$25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. The office would aim to investigate items in this list, but may not do so because of limited resources. However, if the same or similar issues were reported multiple times – low-priority items may become more of a priority. Additionally, some low-priority tips could be referred to a department for their review.

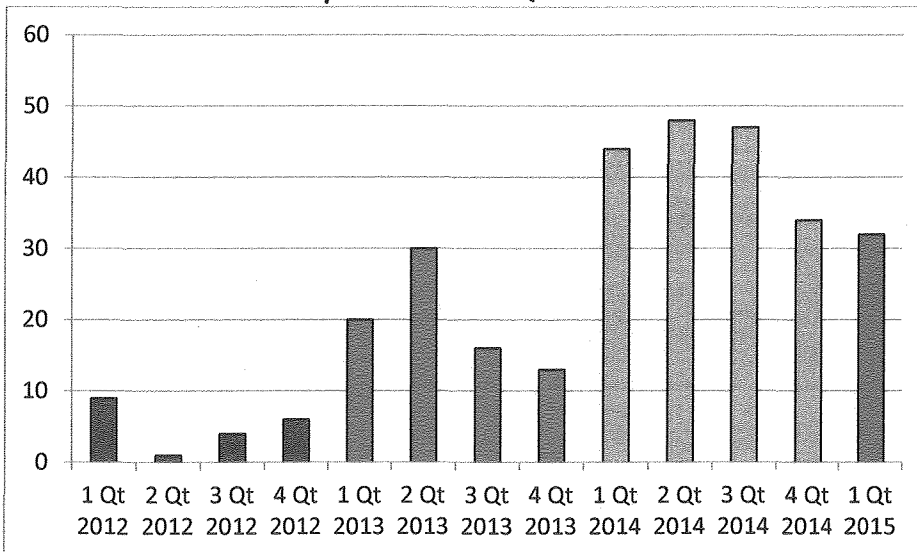
¹ Loss could entail actual or potential loss of money, waste, or inefficiencies.

Status of Investigations

The number of tips received by the City Auditor have been growing steadily

Use of the City Auditor's Whistleblower Hotline has shown significant growth. In 2012, we received 20 tips, in 2013, we received 79 tips, and in 2014 we received 173 tips. The table below shows the number of tips received per quarter since the program's inception.

Exhibit 1: Whistleblower Tips Received Per Quarter



We will continue to monitor call volume and report on the call activity.

Over 80 percent of tips received have been processed and closed

As previously noted, the City Council directed the City Auditor in March 2012 to establish a Whistleblower Hotline Program. The following shows the top ten types of allegations reported as of May 2015.

Exhibit 2: Top Ten Types of Allegations Reported as of May 2015

Primary Type of Allegation	Count of Case #	Percent
Unrelated to the City	38	10%
Case Canceled	37	10%
Employee Relations	34	9%
Violate Policy	25	7%
Abuse of Position or Authority	25	7%
Violate Local/State/Fed Law	19	5%
Wasteful Practice	17	4%
Misuse City Property	17	4%
City Repair information/311	16	4%
Watering/311	14	4%

The following exhibit provides information about cases that we closed since our last semiannual whistleblower hotline activity report. A summary of the investigation results are included for tips that were substantiated.

Exhibit 3: Seventy-seven tips were closed of which Four Tips Were Substantiated

Case #	Primary Type of Allegation	Priority	Result
3	Miscategorized Expenses	Medium	Unsubstantiated: Per Investigation
			Substantiated and Referred: We received a complaint alleging the Fire Department 1) inappropriately used City resources to develop a hardbound training manual (Engine Manual) and 2) it was unclear if the City was being fully reimbursed for the sales of the books. Based on the information we reviewed 1) we were not able to substantiate allegations related to inappropriate use of City resources and 2) we were able to substantiate the claim that the Department may not have been fully reimbursed for the sales of the books. We made recommendations to improve recordkeeping.
109	City Resources For Other Job	Low	Substantiated & Referred: We received an allegation regarding inappropriate employment practices by the City's Utility Department. The alleged inappropriate practices included concerns about nepotism. Based on the information provided by staff, there may be over 40 individuals working in the Utilities Department that meet the department's definition of a relative. A few of these individuals appear to create a direct conflict of interest. Although most of these relationships do not create a direct supervisory conflict of interest, employing this many employees with relatives across the department exposes the City to potential inappropriate favoritism, or the appearance of inappropriate favoritism. As a result, we recommended the City should implement a Citywide nepotism policy. Doing so will help prevent conflicts of interest and deter nepotism-based favoritism by those who make decisions and/or take actions related to hiring, employment, job assignment, promotion or discipline.
125	Hiring Irregularities	Low	
134	Employee Relations	Low	Resolved prior to investigation
167	Hiring Irregularities	Low	Unsubstantiated
189	Test Case	Test Case	Test Case
256	Violate Policy	Low	Unsubstantiated
298	Overcharging City	Low	Unsubstantiated
299	Time Abuse	Low	Referred To Department
300	Watering/311	Low	Unsubstantiated
301	Hiring Irregularities	Low	Investigated & Referred: Fire Department
302	Theft of goods/services	Low	Unrelated to the City
303	City Repair information/311	Low	Referred to 311
304	Case Canceled	Canceled	Canceled

305	Hiring Irregularities	Low	Unsubstantiated: No Investigation Warranted
306	Case Canceled	Canceled	Canceled
307	Wasteful Practice	Low	Unsubstantiated
308	City Repair information/311	Low	Referred to 311
309	City Repair information/311	Low	Unsubstantiated: No Investigation Warranted
310	Employee Relations	Low	Unsubstantiated: No Investigation Warranted
311	Violate Local/State/Fed Law	Low	Referred To Department
312	Case Canceled	Canceled	Canceled
313	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
314	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
315	Violate Local/State/Fed Law	Low	Unsubstantiated: No Investigation Warranted
316	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
317	Information Request	Low	Unsubstantiated: Per Investigation
319	Case Canceled	Canceled	Canceled
320	Violate Local/State/Fed Law	Low	Investigated & Referred: 311
Substantiated and Referred: We received an allegation that significant lead hazards were identified at the James G. Mangan Rifle and Pistol Range (Gun Range) located in Mangan Park. Our investigation confirmed this allegation and revealed additional issues with the Gun Range facility and users. Given the importance of these issues, we immediately brought this to the attention of the Department of Parks and Recreation, City Manager's Office, Department of General Services, and City Attorney's Office.			
321	Improper Controls	High	Department of General Services, and City Attorney's Office.
322	Violate Local/State/Fed Law	Low	Non-City complaint
323	Wasteful Practice	Low	Unsubstantiated: No Investigation Warranted
324	Case Canceled	Canceled	Canceled
325	Unrelated to the City	Low	Investigated & Referred: Parks & Recreation Department
326	Violate Policy	Low	Unsubstantiated: No Investigation Warranted
327	Abuse of Position or Authority	Low	Unsubstantiated: No Investigation Warranted
328	Violate Policy	Low	Unsubstantiated: Not enough information provided
329	City Resources For Other Job	Low	Unsubstantiated: Not enough information provided
330	Wasteful Practice	Low	Unsubstantiated: Per Investigation
Substantiated & Referred: We received an allegation that a marked Utilities Vehicle frequently uses the fire department's emergency parking spot in front of a coffee shop so that the employee can quickly pickup their coffee. The employee assigned to the vehicle admitted to the alleged activity and acknowledged that parking in the fire lane was inappropriate behavior. The employee committed to stop the behavior. This case and supporting information were referred to the Utilities Department for further consideration.			
331	Abuse of Position or Authority	Low	for further consideration.
332	Time Abuse	Low	Unsubstantiated: Per Investigation
333	Contract Issue	Low	Unsubstantiated: Per Investigation

334	City Property Issues/311	Low	Investigated & Referred: Parks & Recreation Department
335	Unprofessionalism by City Employee	Low	Unsubstantiated: Per Investigation
338	Time Abuse	Low	Unsubstantiated: Per Investigation
339	Housing/311	Low	Investigated & Referred: Community Development Department
340	Case Canceled	NA	Canceled
341	Case Canceled	NA	Canceled
342	Insufficient action by City	Low	Investigated & Referred: Police Department
344	Case Canceled	NA	Canceled
346	Case Canceled	Canceled	Canceled
347	Case Canceled	Canceled	Canceled
348	Unrelated to the City	Low	Unrelated to the City
349	Unrelated to the City	Low	Unrelated to the City
350	Housing/311	Low	Investigated & Referred: 311
351	Theft of goods/services	Low	Unsubstantiated: Per Investigation
353	Case Canceled	NA	Canceled
354	Unrelated to the City	Low	Unrelated to the City
358	Watering/311	Low	Unsubstantiated: No Investigation Warranted
359	Case Canceled	NA	Canceled
361	Insufficient action by City	Low	Unsubstantiated: No Investigation Warranted
362	City Property Issues/311	Low	Investigated & Referred: 311
363	Case Canceled	NA	Canceled
364	Violate Policy	Low	Investigated & Referred: Utilities Department
365	City Property Issues/311	Low	Investigated & Referred: 311
366	Case Canceled	NA	Canceled
367	Unrelated to the City	Low	Unrelated to the City
368	Housing/311	Low	Unsubstantiated: No Investigation Warranted
369	Case Canceled	NA	Canceled
370	Unrelated to the City	Low	Unrelated to the City
371	Unrelated to the City	Low	Unrelated to the City
372	Violate Policy	Low	Unsubstantiated: No Investigation Warranted
373	Violate Policy	Low	Unsubstantiated: Not enough information provided
375	Case Canceled	NA	Canceled
376	Unrelated to the City	Low	Unrelated to the City
380	Unrelated to the City	Low	Unrelated to the City
381	Wasteful Practice	Low	Unsubstantiated: No Investigation Warranted

Further Consideration

During the last Activity Report presented to the City Council, the Council committed to revisit the potential expansion of the Auditor's Office to accommodate call volume and workload. As previously mentioned, the reception of the Whistleblower Hotline has been positive both internally and in the

media. Call volume has increased significantly and therefore has resulted in greater workload. Given the growth of the program, we request the Council consider adding to the City Auditor's Office 1 FTE that would be dedicated to primarily handle and investigate whistleblower tips. Doing so would help us better manage and respond to whistleblower tips as well as complete our normally scheduled performance audit reports in a more timely manner. Estimated costs for this position would likely be in line with the current Senior Auditor classification which has a salary range of \$58,567 to \$87,851.



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Report
AGENDA ITEM NO.: N-2**

DATE: April 5, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Agreement with Siemens Industry, Incorporated (Siemens) for the Purchase and Installation of Video Camera Security and Surveillance Equipment for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) (5/5)

CONTACT: Janis Synnes, Public Works
Janis.Synnes@oxnard.org, 385-7880

RECOMMENDATION

That City Council: 1) Approve and authorize the City Manager to execute an agreement with Siemens in the amount of \$176,717 for the purchase and installation of video camera security and surveillance equipment for the Del Norte Facility (Agreement No. A-7859); and 2) Approve the appropriation of funds in the amount of \$176,717 from the Solid Waste Security & Contamination Fund Balance to provide for the purchase and installation of video camera security and surveillance equipment.

BACKGROUND

On September 25, 2013, the City Council approved the Business and Operations Transition Plan to allow the City to ensure continuity of services and the protection of the health and safety of operational personnel and customers at the Del Norte Facility. With this Plan, the City began independent operations of the Del Norte Facility on February 1, 2014.

In compliance with the Business and Operation Plan, the Environmental Resources Division (ER) recommends purchasing and installing a video security and surveillance system at the Del Norte Facility. A video camera system allows monitoring of the flow of material and monitoring

of un-supervised areas. Archived video recordings can be used for employee training; identifying the origin of material; and investigating accidents, theft and injuries.

Although the addition of a video camera system does not directly create a revenue stream to measure effectiveness against cost or return on investment, the video documentation potentially saves valuable labor hours to investigate accidents and injuries, origin of prohibited material, and offsets loss potential related to unsafe practices.

ER recommends purchasing a video camera system using a cooperative agreement with the National Joint Powers Alliance (NJPA). The NJPA maintains a collection of pre-negotiated contracts from vendors for government agencies to view and make competitive purchases with the knowledge that all legal procurement obligations have been verified. The City of Oxnard is a member agency of the NJPA and has made cooperative procurements through the NJPA; this process was used by ER to purchase heavy equipment as a result of the Business and Operations Transition Plan approved by Council on September 25, 2013.

Under the NJPA, ER seeks to purchase the Milestone System already used by a number of City departments including the Security Operations Center, Oxnard Transportation Center and the Oxnard Police Department. Standardization of the Milestone system makes collaborative work or sharing video data among users seamless. Additionally, control card reader systems can integrate into the Milestone system greatly expanding the security effect.

The NJPA awarded a contract to Siemens to provide facility security equipment using the Milestone System. Siemens is a top tier global company that offers security systems and support required for a city of our size. Their proven implementation of surveillance and access control systems with cities like Santa Ana and Oxnard are good examples. They've also proven their ability to support our "24x7" people and systems over the past five plus years.

Siemens will provide and install twenty-one cameras with scale-able fiber infrastructure from the camera areas to central circuit distribution locations at the Del Norte Facility. The scope includes video management storage for up to 30 days; three video workstations with monitors for the scale house and dispatch center/control room; software connection through personal computers and iPhone systems (for authorized users). Facility video can also be projected in the Del Norte Education Center for education, outreach and training purposes. Siemens will provide employee training. The cost for this system is \$176,717 which includes a one-year warranty on parts and labor.

Fund balance is available in the Environmental Resources Security and Contamination Prevention Fund 638 for the equipment and installation of the video camera security surveillance system. Funded by rate payers at .12 cents per container on a monthly basis, the Security Fund was established by City Ordinance No. 2861 for the purpose of enhancing security and safety to ER operations. Use of these funds has been specifically approved through the Business and Operations Transition Plan.

FINANCIAL IMPACT

The fund balance for the Environmental Resources Security and Contaminating Prevention Fund (Fund 638) as of February, 2016 is \$713,110. The \$176,717 appropriation for the purchase and installation of the video camera security and surveillance equipment will leave a fund balance of \$536,393.

ATTACHMENTS

#1 - Agreement No. A-7859

#2 - Budget Appropriation

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/15)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this ____ day of March, 2016, by and between the City of Oxnard (“**City**”) and Siemens Industry, Incorporated (“**Vendor**”), to provide equipment and to install a digital video surveillance system at the Del Norte Regional Recycling and Transfer Station (“the Facility”), subject to the following terms and conditions:

1. Vendor shall provide equipment and install a digital video surveillance system as more particularly set forth in Exhibit A attached herein and incorporated by reference in full herein (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall perform the Services during open hours of the Facility from 8:00 a.m. to 5:00 p.m. City shall provide Vendor a boom lift during Vendor’s performance of the Services. In performance of the Services Vendor shall not interrupt operations at the Facility. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 1, 2016, and shall end on December 31, 2016. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$176,717 for the Services performed during the term of this Agreement as set forth in Exhibit A to include the amount of \$79,134 for hardware equipment and \$97,583 for labor. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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 Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated

herein by reference as **Exhibit B**. While this Agreement is in effect, Vendor shall pay such employee no less than \$14.92 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor 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 Vendor's performance of this Agreement or Vendor'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. Vendor'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, Vendor'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 Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor 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 Vendor 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 Vendor 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, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor'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.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

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

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-I.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Siemens Industry, Incorporated, 10775 Business Center Drive, Cypress, CA 90630 Attention Doug Hicks, Business Development Manager. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, CA 93030 Attention: Todd Vasquez-Housley, Project Manager

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor 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.

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

For  

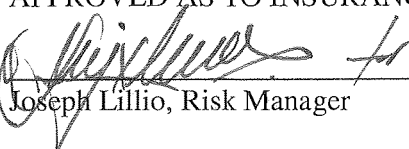
Todd Vasquez-Housley, Project Manager

VENDOR



Eric Ackermann, Southern California Area Manager

APPROVED AS TO INSURANCE:



Joseph Lillio, Risk Manager

EXHIBIT A SCOPE OF WORK

Project Summary:

Vendor shall provide and install hardware equipment including the installation of twenty-one (21) cameras with fiber infrastructure from designated camera areas to central circuit distribution locations at the Facility. The scope includes video management storage for up to 30 days, three video workstations with monitors for the scale house and dispatch center/control room, software connection through personal computers, iPhone systems and the Education Center. Vendor shall provide employee training and user guides. Vendor's includes a one-year warranty on parts and labor.

A video camera surveillance system allows monitoring of un-supervised areas that pertain to potential safety and security issues such as persons attempting to scavenge items from the trash, faking an injury or accident, misappropriate cash handling, and personal use of equipment, tools, parts and supplies. Achieved video recordings can be used for employee training, calling attention to unsafe ongoing/daily conditions or processes and investigating accidents and injuries.

Scope of Work:

Core Fiber Infrastructure Build out:

1. Vendor shall provide and install the necessary fiber to connect the various IDF locations to the Designated main distribution facility (MDF) or server room located on the first floor of the Facility's Administration Office Building.

2. Vendor shall provide and install new twelve (12) strand fiber from each of the IDF locations back to the MDF on the first floor of the Administration Office Building. Vendor assumes there is an existing conduit path from each of these locations back to the MDF. Following are the proposed fiber paths for the Facility:

- South Scale House to MDF first floor of the Administration Office Building
- North Scale House to MDF first floor of the Administration Office Building
- The Maintenance Shop to MDF first floor of the Administration Office Building
- Buyback Center to MDF first floor of the Administration Office Building
- MRF second floor to MDF first floor of the Administration Office Building

3. Vendor shall provide and install new fiber, a new fiber patch panel for the video surveillance system while connecting the new fiber to the existing fiber patch panel for the existing data services. The fiber patch panels shall connect to the Facility provided switches in each of IDF and MDF cabinets.

Camera 1: Administration Office Building – Main

- Vendor shall provide and install one outdoor fixed camera to provide coverage of area near main entrance.
- Vendor shall provide and install the necessary cabling required to connect camera to the Facility supplied switch, which shall be located on the first floor of the administration office area near the break room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to the Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall to test/configure/focus each camera.

Camera 2: Administration Office Building – Door Entrance facing Sturgis Road

- Vendor shall provide and install one outdoor fixed camera, field of view will be door entrance and the area around it.
- Vendor shall provide and install the necessary cabling required to connect camera to a Facility supplied switch which will be located on the first floor of the administration office area near break room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 3: Administration Building Second Floor – Cash Counting Room

- Vendor shall provide and install one indoor fixed camera to provide coverage of cash counting area.
- Exact camera placement shall be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect camera to a Facility supplied switch which shall be located on the first floor of the administration office area near break room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.

- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 4: Buy Back Center – Above Cash Register

- Vendor shall provide and install one indoor fixed camera to provide coverage of cash register and the immediate area.
- Exact camera placement will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect camera to a Facility supplied switch which shall be located in the Buy Back IDF equipment area.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 5: Buy Back Center – Parking Lot and Customer Assistance Area

- Vendor shall provide and install one outdoor fixed camera to provide coverage of buy back area parking area and customer assistance area.
- Exact camera placement will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required connecting the newly installed camera to a Facility supplied switch which shall be located in the Buy Back IDF equipment area.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 6: Dispatch/Control Room Office – Moneybag Handling

- Vendor shall provide and install one indoor fixed camera to provide coverage of moneybag handling area within the dispatch/control room.
- Exact camera placement will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 7: South Scale House – Above cash register 1

- Vendor shall provide and install one (1) fixed indoor dome camera in south scale house above cash register 1 that will view money chain of custody.
- Vendor shall provide and install the necessary cabling required to connect the newly installed camera to a Facility supplied switch which shall be located under the counter in the south scale house.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 8: South Scale House – Above cash register 2

- Vendor shall provide and install one (1) fixed indoor dome camera in South Scale House above cash register 2 that will view money chain of custody.

- Siemens to provide and install the necessary cabling required to connect the newly installed camera to a Facility supplied switch which shall be located under the counter in the south scale house.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Cameras 9 & 10: South Scale House Lanes 1 & 2

- Vendor shall provide and install two (2) fixed outdoor cameras on short poles near south scale house. Each camera will view license plates of trucks as they pull up to south scale house.
- Siemens to provide and install the necessary cabling required to connect cameras to a Facility supplied switch which shall be located in the south scale house area IDF room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 11: Del Norte Truck Entrance

- Vendor shall provide and install one (1) outdoor fixed camera either on wall or on a pole near the Facility truck entrance. The camera shall provide overview of truck exiting the area.
- Siemens to provide and install the necessary cabling required to connect cameras to a Facility supplied switch which shall be located in the south scale house area IDF room.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 12: Container Storage Area

- Vendor shall provide and install one (1) outdoor fixed camera on light pole near south scalehouse. Cameras will be mounted approximately 20 feet up the pole. The cameras shall provide an overview of the container storage area.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Cameras 13 & 14: Southwest side of Facility building: Rolloff bins, finished bales and loading dock area

- Vendor shall provide and install two (2) fixed outdoor cameras mounted high up on the southwest side of the MRF Facility. The cameras will provide an overview of the bin, bale and loading dock areas.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Cameras 15 & 16: Self Haul Area – Ports A & B

- Vendor shall provide and install two (2) fixed outdoor cameras mounted high up in the Facility area. The cameras shall be focused on ports A & B and provide an overview of the bin, bale and loading dock areas.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.

- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 17: Facility's Material Recovery Line – Greens and Recycle Curbside Mix

- Vendor shall provide and install one (1) fixed camera in beam or wall near the designated area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 18: Facility's Material Recovery Line – Recycle Curbside Mix

- Vendor shall provide and install one (1) fixed camera in beam or wall near the designated area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 19: Facility's Material Recovery Line – Recycle Curbside Mix

- Vendor shall provide and install one (1) fixed camera in beam or wall near the designated area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 20: Waste Tipping floor Commercial

- Vendor shall provide and install one (1) fixed camera in area designated as waste tipping floor commercial, near the lobby area.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.
- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Camera 21: MRF Truck Exit

- Vendor shall provide and install one (1) fixed camera on wall or the building near the area designated as MRF truck exit.
- Final camera location will be determined at post award site walk.
- Vendor shall provide and install the necessary cabling required to connect the camera to the nearest Facility supplied switch.
- Vendor shall terminate cabling in IDF to a Vendor's supplied patch panel.

- Vendor shall provide and connect cable from patch panel to a Facility supplied switch.
- City of Oxnard Information Technology staff will be responsible for all programming on City supplied switch equipment.
- Vendor shall test/configure/focus each camera.

Video Management Software Solution:

- Vendor shall provide and install three (3) video workstations with monitors, two will be installed in the scale house and third will be installed in the dispatch/control room.
- Vendor shall provide and install a video storage server within the MDF room of the Administrative Office Building. The video storage server shall support 30 days of video storage for the twenty one (21) cameras being installed.
- Vendor shall install the Milestone client software on customer provided workstation within the video/audio room known as the Education Center. Vendor shall work with the City's Information Technology staff to get the audio functioning in the Education Center.
- Vendor shall provide 8 hours of training to the City staff.
- Vendor shall instruct the Project Manager and the City's Information Technology staff on how to install the Milestone client software on one additional workstation. Future installs will then be performed by the City.
- **Software Connection through PC and iPhone:** the Milestone iPhone application is free, Vendor shall instruct the Project Manager and City's Information Technology staff on the steps required to load/view the Milestone application via an iPhone. In order for the cameras to be viewed remotely the video surveillance system will need to attach to the City's network and will need to be accessible via the internet.

DETAILED LIST OF MATERIALS AND PRICING

CATEGORY	HARDWARE	LABOR
Fiber Infrastructure	\$36,000	\$57,333
Network Switches – Facility Provided	\$0	\$0
Video Management Software, Storage, Servers	\$19,009	\$13,050
Cameras and Horizontal Components	\$24,125	\$27,200
Totals:	\$79,134	\$97,583

Vendor's labor rate shall be \$113.30 per hour as listed in the category of Security and labor type of Construction Technician in Region 1 Los Angeles based on the NJPA bid award contract number 031913-E.

No.	Qty.	Model	Description	Unit Cost	Unit Total
1	1	SNC-VB630	Camera, Fixed 1080p	\$1,081.17	\$1,081.17
2	1	DV10X8SR4ASA1	Lens, 8-80mm Megapixel optimized	\$405.34	\$405.34
3	1	SNC-UNIHB1	Housing, Outdoor, Heater/Blower	\$248.32	\$248.32
4	18	SNC-EM632R	SNC-EM632R, SONY RUGGED OUTDOOR IP MINIDOME	\$982.81	\$17,690.53
5	18	UNI-WMB4	Wall Bracket	\$63.44	\$1,141.96
6	3	SNC-VB632D	Camera, Exterior Bullet Style 1080p	\$1,183.40	\$3,550.19
7	3	UNI-WMB4	Wall Bracket	\$63.44	\$190.33
8	3	UNI-CMA1	UNI-CMA1, ALUMINUM CORNER MOUNT ADAPTER	\$99.82	\$299.45
9	1	XPCOBT	MILESTONE XPROJECT CORPORATE BASE SERVER	\$2,861.85	\$2,861.85
10	21	XPCODL	MILESTONE XPROJECT CORPORATE DEVICE LICENSE	\$295.75	\$6,210.68
11	1	YXPCOBT	MILESTONE ONE YEAR SOFTWARE UPGRADE PLAN (SUP) FOR XPROTECT CORPORATE BASE SERVER	\$516.64	\$516.64
12	21	YXCODL	MILESTONE ONE YEAR SUP FOR XPROTECT CORPORATE DEVICE LICENSE	\$53.51	\$1,123.71
13	1000	9C6P4-E2-06-RXA	Cable, Category 6 CMP	\$0.61	\$614.20
14	4	#6NF4	COMMSCOPE CAT6 OUTDOOR RATED CABLE. 1000 FOOT ROLE	\$407.12	\$1,628.48
15	21	MC6-03-06	MC6-05-02, CATEGORY 6 PATCH 5 FOOT	\$10.50	\$220.51
16	21	MC6-05-06	Patch Cord Cat 6, 5 foot	\$10.50	\$220.51
17	3	KIL59UT#ABA	HP WORKSTATION	\$2,132.87	\$6,398.60
18	3	D7Q14A8#ABA	HP 21.5IN LED 1920X1080 1000:1 Z221 VGA DVI-D BLACK 8MS	\$301.64	\$904.93
19	2	11900-724	Wall Cabinet	\$795.11	\$1,590.23
CORE INFRASTRUCTURE					
20	2290	PDCN1000F5000RO	Easter OSP-1 inch Orange Innerduct (with pull tape)	\$0.51	\$1,532.08
21	300	PDCN1000F5000RO	Eastern 1" Plenum Innerduct	\$2.12	\$637.23

			Orange		
22	4945	012T8P-31190-29	Corning FREEDM One 12-Fiber OM4 MM 50 um Tight-Buffered Plenum	\$4.40	\$21,762.95
23	120	95-050-99-X	Corning LC UniCam OM3/OM4 MM 50um Connector	\$20.83	\$2,499.73
24	10	CCH-CP12-E4	Corning 12-Fiber OM3/OM4 50um Duplex LC Adapter Panel	\$110.83	\$1,108.28
25	1	CCH-03U	Corning 3U Rack Mount Connector Housing for 6 Panels	\$339.72	\$339.72
26	1	CCH-01U	Corning 1U Rack Mount Connector Housing for 2 Panels	\$268.48	\$268.48
27	4	WCH-02P	WCH-02P, PATCH PANEL, FIBER OPTIC, WALL	\$105.60	\$422.39
28	20	050502T5116002M	Corning OM3 MM LC/LC Fiber Jumper 2M	\$45.57	\$911.41
29	20	050502T5116003M	Corning OM3 MM LC/LC Fiber Jumper 3M	\$47.06	\$941.18
TOTAL:					\$79,134.00

EXHIBIT B

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit 1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

Exhibit B Page 3 of 4

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2015**

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.92 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

Exhibit B Page 4 of 4

INSURANCE EXHIBIT [I]
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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

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

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Vendor 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-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). 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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original 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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.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 ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ 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				

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

	Telephone: ()	Date Signed _____
--	----------------------	-------------------

Rev. 1/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2015

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454				CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
100129-6-7BA-SBT1-15/16 610 WRIGH XXXX				INSURER(S) AFFORDING COVERAGE	
INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089				INSURER A: HDI-Gerling America Insurance Company NAIC # 41343 A	
				INSURER B: The Travelers Indemnity Company 25658 A++	
				INSURER C: Travelers Property Casualty Co. of America 25674 A++	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** NYC-007209274-22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GLD1110107	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			TC2JCAP7440L34A15	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2JUB7440L27115 (AOS) TRKUB7440L28315 (AZ, MA, OR & WI) TWXJUB7440L33815 (OH & WA) ""\$500K LIMIT / \$500K SIR""	10/01/2015 10/01/2015 10/01/2015	10/01/2016 10/01/2016 10/01/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: ALL OPERATIONS

SEE ATTACHED

CERTIFICATE HOLDER

CITY OF OXNARD
ATTN: RISK MANAGER, REFERENCE NO. _____ (N/A AT THIS TIME)
300 W. THIRD STREET, SUITE 302
OXNARD, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 100129

LOC #: Morristown



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED SIEMENS INDUSTRY, INC. BUILDING TECHNOLOGIES 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

RE: ALL OPERATIONS

CITY OF OXNARD, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED UNDER THE ABOVE REFERENCED GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE POLICIES AND THE COVERAGE AFFORDED THE ADDITIONAL INSURED UNDER THESE POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY INSURANCE TO THE EXTENT THAT A CLAIM ARISES FROM THE NEGLIGENCE OF SIEMENS INDUSTRY, INC. OR ITS SUBCONTRACTORS WITH RESPECT TO ALL OPERATIONS OF THE INSURED BUT ONLY WITH RESPECT TO ALL WORK PERFORMED BY AND ON BEHALF OF THE NAMED INSURED, SIEMENS INDUSTRY, INC. FOR CERTIFICATE HOLDER UNDER CONTRACT.

\$1,000,000 PROFESSIONAL LIABILITY IS INCLUDED UNDER THE GENERAL LIABILITY POLICY.

COMPLETED OPERATIONS COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

HDI-GERLING AMERICA INSURANCE COMPANY

MANUSCRIPT ENDORSEMENT # 34

Policy Number
GLD11101-07

Named Insured
SIEMENS CORPORATION

Policy Period:	Inception (M-D-Y)	Expiration (M-D-Y)	Effective Date and Time of Endorsement
	10-01-2015	10-01-2016	10-01-2015 12:01 a.m. Standard Time at Address of the Insured.

This Endorsement Changes The Policy. Please Read It Carefully.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Who is an insured is amended to include as an insured any person whom you are required to add as an additional insured on this policy under a written agreement. The insurance coverage provided to such additional insured applies only to the extent required within the written agreement.

The insurance coverage provided to the additional insured person shall not provide any broader coverage than you are required to provide to the additional insured person in the written agreement and shall not provide limits of insurance that exceed the lower of the Limits of Insurance provided to you in this policy, or the limits of insurance you are required to provide in the written agreement.

The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent, or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the written agreement specifically requires that this insurance apply on a primary basis, this insurance is primary. If the written agreement specifically requires this insurance apply on a primary and non-contributory basis this insurance is primary to other insurance available to the additional insured and we will not share with that other insurance.

This endorsement shall prevail over additional insured endorsements that may apply under this policy unless required otherwise in the written agreement.


Authorized Representative

CITY OF OXNARD, ITS OFFICERS, AGENTS,
EMPLOYEES & VOLUNTEERS

All terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

Page ..

POLICY NUMBER: TC2J-CAP-7440L34A-TIL-15

COMMERCIAL AUTO
ISSUE DATE: 09-09-15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
CITY OF OXNARD, ITS OFFICERS,
AGENTS, EMPLOYEES & VOLUNTEERS

ANY PERSON OR ORGANIZATION WHOM YOU HAVE
AGREED TO ADD AS ADDITIONAL INSURED, BUT
ONLY TO COVERAGE AND MINIMUM LIMITS
REQUIRED IN A WRITTEN CONTRACT

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-

POLICY NUMBER: TC2JUB-7440L27-1-15

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON: CITY OF OXNARD, ITS OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHOM A WAIVER OF
SUBROGATION IS REQUIRED BY CONTRACT OR AGREEMENT OR
PERMIT, BUT COVERAGE IS LIMITED TO THE SCOPE OF THE
WORK PERFORMED BY THE INSURED UNDER SUCH CONTRACT,
AGREEMENT OR PERMIT.**

DATE OF ISSUE: 09-14-15

ST ASSIGN:

REQUEST FOR BUDGET APPROPRIATION

Department: Environmental Resources
Project/Program _____
Manager: Todd Vasquez-Housley

Date: March 22, 2016

Phone: 385-7957

Reason for Adjustment:

To fund Agreement No. A-7859 with Siemens Industry for the purchase and installation of video camera security and surveillance equipment for the Del Norte Regional Recycling and Transfer Station

Accounts and Descriptions

AMOUNT

Fund: **ER SEC & CONTAMINATION Fund 638**

Expenditures/Transfers Out

SECURITY & CONTAMINATION (6315)

638-6315-891.86-06 CAP. OUTLAY EXPENDITURES / MACHINERY & EQUIP-NEW 176,717

Sub-total Expenditures 176,717

Net Change to Fund Balance (176,717)

Net Appropriation Change (176,717)

Approvals

Department Director

Chief Financial Officer

City Manager

David Gdbr 3-19-16
3-9-16

ATTACHMENT NO. 2
PAGE 1 OF 1

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: *N-3*

DATE: April 5, 2016

TO: City Council

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

A handwritten signature in dark ink, appearing to be "GN", located next to the "THROUGH" line.

FROM: Daniel Rydberg, Public Works Director

A handwritten signature in dark ink, appearing to be "DR", located next to the "FROM" line.

SUBJECT: City-Wide Street Sweeping - First Amendment to Agreement No. A-7659

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

A handwritten signature in dark ink, appearing to be "TVH", enclosed in a circle, located next to the "CONTACT" line.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement with Venco Power Sweeping, Incorporated (Agreement No. A-7659) for City-wide street sweeping services to extend the agreement expiration date to March 31, 2018; and increase the initial two-year contract total from \$981,000 to \$1,962,000 over the extended four-year term.

BACKGROUND

Sweeping is provided on all City streets, alleyways, arterials, and public parking lots at various intervals to maintain curbs and drains and enhance the City's appearance. Adequate sweeping also ensures compliance with permit requirements of the National Pollutant Discharge Elimination System (NPDES). Approximately 22,238 curb miles within the City of Oxnard are swept annually.

On December 16, 2013, the Public Works Department issued a Request for Bids (RFB) to qualified firms for street sweeping services. Venco Power Sweeping, Inc. (Venco) was determined to be the lowest responsible bid among the two qualified bids submitted. Venco has been in the business of municipal street sweeping since 1960 and has a service facility at 2400 Eastman Avenue in Oxnard. Venco has experienced managers and equipment operators who are well trained in sweeping services and safety practices. Venco has and currently performs effective, dependable and safe street sweeping services for The City of Oxnard.

The Agreement provides for bi-weekly sweeping of residential streets, weekly sweeping of downtown streets, and weekly to monthly sweeping of arterials and parking lots. The initial term of the Agreement began April 1, 2014, and continues through March 31, 2016.

In accordance with Section 1 of Exhibit A of the Agreement, Public Works staff recommends the City exercise its option to extend the Agreement with Venco for a period of two (2) years, which will extend the Agreement through March 31, 2016. Execution of the First Amendment represents the first of two (2), two-year extension options, leaving the potential for one remaining two-year extension. Venco will continue to maintain the same rates for street sweeping services during the recommended term extension.

Public Works staff recommends the First Amendment with Venco based upon their performance to date. The following performance summary is provided in support of this recommendation:

- Venco has satisfactorily completed all sweeping operations on all routes, within the prescribed timeframes;
- Venco has consistently provided quick response to requests for scheduled sweeping and emergency spill clean-up;
- Venco has been extremely effective in responding to resident concerns; and
- Venco staff is always available and willing to meet with City staff to address sweeping related issues.

FINANCIAL IMPACT

The First Amendment will increase the total value of the agreement by an additional \$981,000 over the two-year extension through March 31, 2018; a four-year contract total of \$1,962,000. The additional two-year amount of \$981,000 includes \$921,240 for street sweeping and \$59,760 for parking lot sweeping. Funds are available in the Environmental Resources Enterprise Fund Account Number 631-6301-842-8281 and the Gas Tax Fund Street Maintenance Account Number 631-6301-847-8301 to cover the cost of street sweeping by Venco for the remaining period of Fiscal Year 2015-16. Funds are available in the General Fund Transportation Parking Lot Maintenance Account Number 101-5704-803-8301 to cover the cost of parking lot sweeping by Venco for the remaining period of Fiscal Year 2015-16. The remaining costs for services will be included in future recommended budgets.

ATTACHMENTS

#1 - First Amendment to Agreement No. A-7659

FIRST AMENDMENT TO AGREEMENT FOR STREET SWEEPING SERVICES

This First Amendment ("First Amendment") to the Agreement for Street Sweeping Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Venco Power Sweeping, Incorporated ("Contractor"). This First Amendment amends the Agreement entered into on March 18, 2014, by City and Contractor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "March 31, 2016" is deleted and replaced with the date "March 31, 2018."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Tim Flynn, Mayor

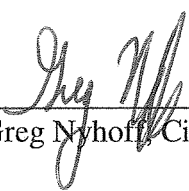


Bill Barrett, President
Venco Power Sweeping, Inc.

ATTEST:

APPROVED AS TO AMOUNT:

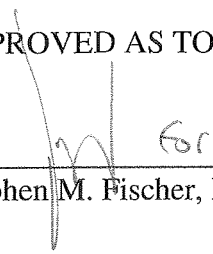
Daniel Martinez, City Clerk



Greg Nyhoff, City Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen M. Fischer, Interim City Attorney



Risk Manager

APPROVED AS TO CONTENT:



Todd Vasquez-Housley,
Interim Deputy Public Works Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2016

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Helen F Westfall, AINS PHONE (A/C, No, Ext): (805) 585-6124 FAX (A/C, No): (805) 585-6224 E-MAIL ADDRESS: hwestfall@tolmanandwiker.com													
INSURED Venco Power Sweeping Inc. 2400 Eastman Oxnard CA 93030		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Ohio Casualty Ins Co</td><td>24074 A</td></tr><tr><td>INSURER B: American States Ins Co</td><td>019704 A</td></tr><tr><td>INSURER C: American Fire & Cas Ins Co</td><td>24066 A</td></tr><tr><td>INSURER D: Cypress Ins Co</td><td>10F55AH</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Ohio Casualty Ins Co	24074 A	INSURER B: American States Ins Co	019704 A	INSURER C: American Fire & Cas Ins Co	24066 A	INSURER D: Cypress Ins Co	10F55AH	INSURER E:		INSURER F:	
INSURER A: Ohio Casualty Ins Co	24074 A														
INSURER B: American States Ins Co	019704 A														
INSURER C: American Fire & Cas Ins Co	24066 A														
INSURER D: Cypress Ins Co	10F55AH														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2015-2016 GL/AL/XS/WC/XSA

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X		BKO(16) 56582833 **EXCLUDES ALL WRAP WORK PER FORM CG84941208*	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		01CI46648650	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			ESA(16) 56582833	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A	Y		VEWC601400	11/1/2015	11/1/2016	☒ WC STATUTORY LIMITS ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
B	EXCESS AUTO LIABILITY			01XS15378580	7/1/2015	7/1/2016	EACH OCCURRENCE \$4,000,000

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

GL/AUTO: City of Oxnard is Additional Insured as respects to Sweeping Operations of the Named Insured per form CG20100413(GL). Auto Endorsement to be issued by carrier WC: A Waiver of Subrogation has been added in favor of the Additional Insured per form WC9904108. Endorsements apply only as required by written contract on file.

CERTIFICATE HOLDER

Grant.Dunne@ci.oxnard.ca.u

City of Oxnard
Attn: Risk Manager
300 W. 3rd Street
#302
Oxnard, CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeff Dodds/HELENW

ACORD 25 (2010/05)

INS025 (201005).01

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ATTACHMENT NO. 1

PAGE 2 OF 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s):**

CITY OF OXNARD
ENVIRONMENTAL RESOURCES DIVISION
300 W. 3RD ST., #302
OXNARD, CA 93030

Location(s) Of Covered Operations

2400 EASTMAN AVENUE
OXNARD , CA 93030

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

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

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

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

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

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

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

whichever is less.

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

COMMERCIAL AUTO
CA 71 10 03 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph **2.b.** of the CANCELLATION Common Policy Condition is replaced by the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph **C.** — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION **1** — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION **II** — LIABILITY COVERAGE — **A.1. WHO IS AN INSURED** provision is amended by the addition of the following:

- d.** Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION **II** — LIABILITY COVERAGE — **A.1. WHO IS AN INSURED** provision is amended by the addition of the following:

- e.** Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1)** The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2)** This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3)** There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4)** Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5)** The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

AMERICAN STATES INSURANCE COMPANY
SEATTLE, WASHINGTON

PAGE 01

* POLICY CHANGE *
* EFFECTIVE: 02-03-16 *

POLICY NUMBER: 01-CI-466486-5

NAMED VENCO POWER SWEEPING, INC.
INSURED KIM AND BILL BURR FAMILY TRUST
MAILING CHRISTL FAMILY TRUST
ADDRESS: 2400 EASTMAN AVE
OXNARD, CA 93030

AGENT: TOLMAN & WIKER INS SVCS LLC
PO BOX 1388
VENTURA, CA 93002
04-80694 (624)
(805) 585-6100

POLICY PERIOD: FROM 07-01-15 TO 07-01-16

*
*
*
* Added Additional Insured as follows:
* City of Oxnard
* Environmental Resources Division
* 300 W 3rd St, #302, Oxnard, CA 93030
*

THE FOLLOWING HAS BEEN ADDED

OTHER # 2 CITY OF OXNARD
INTERESTS: ENVIRONMENTAL RESOURCES
DIVISION
300 W 3RD ST, #302
OXNARD, CA 93030
ADDITIONAL INSURED
PREMISES #001

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE**BLANKET WAIVER**

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
----------------------------	---

Job Description**Waiver Premium**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/01/2015

Policy No. VEWC601400

Endorsement No.

Insured

Premium \$

Insurance Company Cypress Insurance Company



Countersigned by _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: N-4

DATE: April 5, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director *Jm*

SUBJECT: Approval of Contract A-7817 with Toro Enterprises for College Estates

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

RECOMMENDATION

That City Council:

1. Award Contract A-7817 to the lowest responsible and responsive bidder, Toro Enterprises, Inc., in the amount of \$1,864,891.50 for UD15-08-College Estates Neighborhood Resurfacing Project including water main replacement and authorize the purchasing agent to issue and execute the contract upon receipt of final documents.
2. Approve a budget adjustment transferring \$880,633 from Water Operating Fund of the AWP Land Acquisition Project 146003 to fund the water main replacement portion of the College Estate Resurfacing Project 153112.

BACKGROUND

On April 28, 2015, City Council approved project specifications and authorized a public bid. The first advertisement for the public bid was on June 4, 2015. The public bid process started June 8, 2015 and closed with a public bid opening on July 8, 2015. City Procurement received three bids as follows:

Toro Enterprises, Inc.	\$1,864,981.50
Granite Construction	\$2,062,939.75

All American Asphalt	\$2,147,700.00
----------------------	----------------

The Public Works Department staff has agreed with the award of this contract following receipt of procurement staff review of all documentation received including checks of required license, Occupational Safety & Health Administration (OSHA) web site, records for debarment, and any labor compliance issues. The bid received from Toro Enterprises, Inc. has been found to be a responsible and responsive bid.

In conjunction with the street resurfacing component of the project, staff determined it was prudent to replace approximately 3,700 feet of the existing asbestos cement pipe (ACP) water mains in the neighborhood with plastic (PVC) pipe before the resurfacing operations. Although ACP does not corrode from aggressive soils or rust internally from the contact with water, it is brittle and will break when subjected to the street loading and vibration caused by the heavy equipment required to construct the surface improvements. The low bid for the project is in line with the revised Engineer's Estimate of Construction Cost, prepared prior to the request for bids, which was \$2,100,000 for construction and \$2,700,000 total project cost.

Engineers Estimate of Total Project Costs:

STREET RESURFACING – 2014 Lease Revenue Bonds Fund 314		
Contract Price	\$1,160,371.50	
Contract Contingencies	116,037.00	
Services from other Programs	100,000.00	
Outside Construction Services	<u>74,055.00</u>	
Sum-total Streets	\$1,450,463.50	
WATER MAIN REPLACEMENT – Water Operating Fund 601		
Contract Price	704,520.00	
Contract Contingencies	70,452.00	
Services from other Programs	63,406.00	
Outside Construction Services	<u>42,255.00</u>	
Sub-total Water	\$880,633.00	
TOTAL ESTIMATE OF PROJECT COST		\$2,331,096.50

Costs other than the contract price include contingencies, services from other programs (city staff time for contract administration, construction management, survey needs, and inspection) and outside construction services (soils testing, materials testing and permits).

FINANCIAL IMPACT

College Estate Resurfacing Project No. 153112 has sufficient funding in the amount of \$1.8M appropriated from the Lease Revenue Project and Refunding Bonds, Series 2014 (Fund 314) for the street resurfacing work under this contract of \$1,450,463.50. Additional funding in the amount of \$880,633 is requested to be reallocated from Water Operating Fund (Fund 601) of the AWP Land Acquisition Project No. 146003 to College Estate Resurfacing Project No. 153112

for the water main replacement. The Master Plan and the proposed rate study include a funding plan for the AWPf land acquisition costs in their entirety.

ATTACHMENTS

- #1 - Tabulation of Bids
- #2 - Registration No. CA DIR
- #3 - Bid Package – Toro Enterprises, Inc.
- #4 - OSHA Report
- #5 - Subcontractors
- #6 - References
- #7 - Certificate of Publication-Public Notice
- #8 - Staff Report –Council Approval to Bid
- #9 - Budget Adjustment

UD15-08-College Estates Neighborhood Street Resurfacing

Owner: City of Oxnard

Bid Opening: 07/08/15		* marks an allowance	Toro Enterprises, Inc.		Granite Construction		All American Asphalt	
			2101 E Ventura Blvd Oxnard, CA 93036 US Bidder Status: Valid		5335 Debbie Lane Santa Barbara, CA 93111 US Bidder Status: Valid		400 E Sixth St P.O. Box 2229 Corona, CA 92878 US Bidder Status: Valid	
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total
#1					#2		#3	
1	1001-3	MOBILIZATION AND DEMOBILIZATION	1	LS	\$50,000.00	\$50,000.00	\$76,869.00	\$150,000.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$53,000.00	\$53,000.00	\$24,685.00	\$60,630.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$4,500.00	\$4,500.00	\$3,200.00	\$7,000.00
4	1110-3	STREET IMPROVEMENTS - COLD MILL AC PAVEMENT - 2-IN. MAX	20600	SY	\$1.85	\$38,110.00	\$1.80	\$37,080.00
5	1120-4	UNCLASSIFIED EXCAVATION	175	CY	\$80.00	\$14,000.00	\$61.00	\$10,675.00
6	1130-4	CLASS 2 AGGREGATE BASE	100	TONS	\$70.00	\$7,000.00	\$54.00	\$5,400.00
7	1150-10	ASPHALT CONCRETE, TYPE III - DGAC-C2 PG64-10	260	TONS	\$150.00	\$39,000.00	\$107.00	\$27,820.00
8	1150-10	ASPHALT CONCRETE, TYPE III - DGAC-C2 PG 64-10	150	TONS	\$145.00	\$21,750.00	\$145.00	\$21,750.00
9	1150-10	ASPHALT CONCRETE, TYPE III - DGAC-D2 PG 64-10	240	TONS	\$120.00	\$28,800.00	\$153.00	\$36,720.00
10	1151-3	ASPHALT RUBBER AGGREGATE MEMBRANE - ARAM	38000	SY	\$4.69	\$178,220.00	\$4.47	\$169,860.00
11	1152-10	ASPHALT RUBBERT HOT MIX - ARHM-GG-C PG 64-16	5200	TONS	\$91.25	\$474,500.00	\$100.00	\$520,000.00
12	1160-5	SLURRY SEAL TYPE II - RAP	38000	SY	\$1.98	\$75,240.00	\$1.90	\$72,200.00
13	1174-6	REMOVE & REPLACE PCC DRIVEWAY	400	SF	\$12.00	\$4,800.00	\$15.00	\$6,000.00
14	1174-6	REMOVE & REPLACE PCC SIDEWALK	800	SF	\$10.00	\$8,000.00	\$9.00	\$7,200.00
15	1174-6	REMOVE AND REPLACE PCC CROSS GUTTER AND SPANDRELL	400	SF	\$20.00	\$8,000.00	\$19.00	\$7,600.00
16	1174-6	INSTALL PCC CURB RAMP, CASE A TYPE 3	2	EA	\$2,600.00	\$5,200.00	\$1,700.00	\$3,400.00
17	1174-6	INSTALL PCC CURB RAMP, CASE B TYPE 2	8	EA	\$2,500.00	\$20,000.00	\$1,700.00	\$13,600.00
18	1174-6	REMOVE AND REPLACE PCC CURB AND GUTTER - TYPE A2-6	1000	LF	\$49.00	\$49,000.00	\$46.00	\$46,000.00
19	1174-6	GRIND PCC SIDEWALK	100	SF	\$22.00	\$2,200.00	\$23.00	\$2,300.00
20	1174-6	INSTALL 24-IN. ROOT BARRIER	250	LF	\$52.00	\$13,000.00	\$20.00	\$5,000.00
21	1185-3	ADJUST MANYHOLE COVER TO FINISHED GRADE	40	EA	\$715.00	\$28,600.00	\$650.00	\$26,000.00
22	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE, INCLUDES RISER	50	EA	\$450.00	\$22,500.00	\$480.00	\$24,000.00
23	1185-3	ADJUST WATER METER BOX TO FINISHED GRADE	5	EA	\$400.00	\$2,000.00	\$410.00	\$2,050.00
24	1185-3	ADJUST SURVEY MONUMENT COVER TO FINISHED GRADE	25	EA	\$620.00	\$15,500.00	\$550.00	\$13,750.00
25	1515-3	INSTALL STOP PAVEMENT MARKING - T	12	EA	\$131.00	\$1,572.00	\$139.00	\$1,668.00
								\$1,800.00

Listed Subs	Toro Enterprises, Inc.		All American Asphalt	
	All American Asphalt	Granite Construction	American Pavement Systems	
	400 E Sixth St P.O. Box 2229 Corona, CA 92878	400 E Sixth St P.O. Box 2229 Corona, CA 92878	1012 11th Street Suite 1000 Modesto, CA 95354	
	Case Land Survey 614 Eckhoff Street Orange, CA	Chrip Co. 2280 S Lilac Ave Bloomington, CA 92316	Superior Pavement Markings 5312 Cypress St Cypress, CA	
	Chrip Co. 2280 S Lilac Ave Bloomington, CA 92316	Manhole Adjusting, Inc. 9500 Beverly Rd Pico Rivera, CA 90660	Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003	
	Manhole Adjusting, Inc. 9500 Beverly Rd Pico Rivera, CA 90660	Precision Cold Planing 13552 Calle Messa Yukaipa, CA 92399	Toro Enterprises, Inc. 2101 E Ventura Blvd Oxnard, CA 93036	
	Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003			


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Public Works Contractor Registration Search

This is a listing of current and active contractor registrations pursuant to Division 2, Part 7, Chapter 1(commencing with section 1720) of the California Labor Code.

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: ▼

Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number:

County:

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

TORO ENTERPRISES, INC.

Legal Entity Type

CORPORATION

Trade Name

License Number(s)

CSLB :710580

Mailing Address

P.O. BOX 6285
OXNARD, CA 93031

Physical Address

2101 E. VENTURA BLVD.
OXNARD, CA 93036

Email Address

JERRY@TOROENTERPRISES.COM

Public Works
One Registered

Details **Legal A**

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Registration Year: ▾

Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number: [Contractor Details](#)

County:

Contractor Information

Legal Entity Information

Workers' Compensation

Public Works
One Registered
Details Legal N

View TORO

Corporation Number

C 1755521

President

SEAN CASTILLO

Secretary

JERRY HANNIGAN

Vice President

CEO

Treasurer

Agent of Service Name

SEAN CASTILLO

Address

2101 E. VENTURA BLVD.
OXNARD, CA 93036

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Registration Year:

Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number:

County:

Public Works
One Registered
Details Legal

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Contractor Information **Legal Entity Information** **Workers' Compensation**

Legal Name

MANHOLE ADJUSTING INC.

Legal Entity Type

CORPORATION

Trade Name

MANHOLE ADJUSTING CONTRACTORS INC.

License Number(s)

CSLB :398443

Mailing Address

9500 BEVERLY ROAD
PICO RIVERA, CA 90660

Physical Address

9500 BEVERLY ROAD
PICO RIVERA, CA 90660

Email Address

ACCTNGMAINC@EARTHLINK.NET

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Registration Year:

Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number:

County:

Contractor Information

Legal Entity Information

Workers' Compensation

Public Works
One Registered

Details Legal

View CHRIS

Legal Name

CHRISP COMPANY

Legal Entity Type

CORPORATION

Trade Name

CHRISP COMPANY

License Number(s)

CSLB :374600

Mailing Address

43650 OSGOOD ROAD
FREMONT, CA 94539

Physical Address

43650 OSGOOD ROAD
FREMONT, CA 94539

Email Address

DMORRIS@CHRISPCO.COM

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Registration Year:

Registration Number:

Contractor Legal Name:

[Contractor License Lookup](#)

License Number: [Contractor Details](#)

County:

Public Works
One Register
Details Legal A
View ALL AN

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

ALL AMERICAN ASPHALT

Legal Entity Type

CORPORATION

Trade Name

License Number(s)

CSLB :267073

Mailing Address

PO BOX 2229
CORONA, CA 92878

Physical Address

400 E SIXTH ST
CORONA, CA 92879

Email Address

PUBLICWORKS@ALLAMERICANASPHALT.COM

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Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year: ▼

Registration Number:

Contractor Leg

License Numbr

County:

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

TAFT ELECTRIC COMPANY

Legal Entity Type

CORPORATION

Trade Name

TAFT ELECTRIC COMPANY

Public Works
One Registered

Details Legal A

License Number(s)

CSLB :772245

View

Mailing Address

P O BOX 3416
VENTURA, CA 93006

Physical Address

1694 EASTMAN AVENUE
VENTURA, CA 93003

Email Address

CSMITH@TAFTELECTRIC.COM

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ATTACHMENT ²
PAGE 6 OF 6

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: - UD15-08-College Estates Neighborhood Street Resurfacing

BRIEF DESCRIPTION OF PROJECT: College Estates Neighborhood Street Resurfacing
-The project consists of the resurfacing of existing asphalt concrete pavement and replacing ACP main waterlines in Nelson Place and Anchorage Street. The work includes the milling of existing asphalt concrete pavement; placement and compaction of asphalt concrete; slurry seal & crackfill; ARAM cape seal; excavation & reconstruction of failed areas; concrete repairs; adjust utility covers to finished grade; removal & replacement of street name signs; and traffic striping.

Specification Number UD15-08 includes 18 pages of bid documents. Drawing No. 14-35A includes 16 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 90 working days. Liquidated damages will be assessed at \$2,500.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Toro Enterprises, Inc.
Physical Address 2101 East Ventura Blvd Oxnard, CA 93036
Mailing Address P.O. Box 6285
City Oxnard State CA Zip Code 93031
Telephone No. (805) 483-4515 Fax No. (805) 483-2001

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 1 OF 25

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; cold mill AC pavement; unclassified excavation; aggregate base Class 2; asphalt concrete Type III; asphalt rubber aggregate membrane (ARAM); asphalt rubber hot mix (ARHM); crack fill; slurry seal type II (RAP); remove & replace PCC cross gutter & spandrel; remove & replace PCC sidewalk; remove & replace PCC curb & gutter; install 24" root barrier; remove & replace PCC driveway; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust survey monument cover to finished grade; install traffic striping & pavement markings; remove & replace street name signs and post; re-install traffic signs; install 8" PVC class 200; abandon exist ACP in-place; install 8" RS gate valves; reconnect fire hydrants; water services replaced up to 2"; install 4" blow-off assembly; install 2" air-vac; dewatering; trench safety; trench stabilization; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 2 OF 25

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1001-3	LS	1	50,000.-	\$ 50,000.-
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	53,000.-	53,000.-
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	4,500.-	4,500.-
	STREET IMPROVEMENTS					
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	20,600	1.85-	38,110.-
5	Unclassified Excavation	1120-4	CY	175	80.-	14,000.-
6	Class 2 Aggregate Base	1130-4	TN	100	70.-	7,000.-
7	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TN	260	150.-	39,000.-
8	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	150	145.-	21,750.-
9	Asphalt Concrete, Type III (DGAC-D2 PG 64-10)	1150-10	TN	240	120.-	28,800.-
10	Asphalt Rubber Aggregate Membrane (ARAM)	1151-3	SY	38,000	4.69	178,320.-
11	Asphalt Rubber Hot Mix (ARHM-GG-C PG 64-16)	1152-10	TN	5,200	91.25-	474,500.-
12	Slurry Seal Type II (RAP)	1160-5	SY	38,000	1.98	75,240.-
13	Remove And Replace PCC Driveway	1174-6	SF	400	12.-	4,800.-
14	Remove And Replace PCC Sidewalk	1174-6	SF	800	10.-	8,000.-
15	Remove And Replace PCC Cross Gutter & Spandrell	1174-6	SF	400	20.-	8,000.-
16	Install PCC Curb Ramp, Case A Type 3	1174-6	EA	2	2,600.-	5,200.-
17	Install PCC Curb Ramp, Case B Type 2	1174-6	EA	8	2,500.-	20,000.-
18	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	1,000	49.-	49,000.-
19	Grind PCC Sidewalk	1174-6	SF	100	22.-	2,200.-
20	Install 24" Root Barrier	1174-6	LF	250	52.-	13,000.-
21	Adjust Manhole Cover To Finished Grade	1185-3	EA	40	715.-	28,600.-
22	Adjust Water Valve Cover To Finished Grade	1185-3	EA	50	450.-	22,500.-
23	Adjust Water Meter Box To Finished Grade	1185-3	EA	5	400.-	2,000.-

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 3 OF 25

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
24	Adjust Survey Monument Cover To Finished Grade	1185-3	EA	25	620.-	\$ 15,500.-
25	Install "STOP" Pavement Marking (T)	1515-3	EA	12	131.-	1,572.-
26	Install "SLOW" Pavement Marking (T)	1515-3	EA	8	131.-	1,048.-
27	Install "SCHOOL" Pavement Marking (T)	1515-3	EA	2	184.-	368.-
28	Install "XING" Pavement Marking (T)	1515-3	EA	2	131.-	262.-
29	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	6	89.-	534.-
30	Install 12" Solid White (T)	1515-3	LF	600	3.15	1,890.-
31	Install 12" Solid Yellow (T)	1515-3	LF	400	3.15	1,260.-
32	Install Detail 22 (T)	1515-3	LF	1,400	2.10	2,940.-
33	Paint Curb Red	1515-3	LF	1,000	1.10	1,100.-
34	Install Blue RPM	1515-3	EA	70	11.-	770.-
35	Install Traffic Loop Detectors	1520-3	EA	4	630.-	2,520.-
36	Remove And Replace Street Name Sign	1530-4	EA	75	236.-	17,700.-
37	Remove And Replace Sign Post	1530-4	EA	30	105.-	3,150.-
38	Re-Install R1-1 Traffic Sign	1530-4	EA	7	105.-	735.-
WATER IMPROVEMENTS						
39	Remove 8-in. ACP & Install 8-in. PVC Class 200	1407-3	LF	290	349.-	101,210.-
40	Install 8-in PVC Class 200	1407-3	LF	3,385	102.-	345,270.-
41	Abandon Exist ACP In-Place	1408-2	LF	3,385	5.50	18,617.50
42	Install 8-in R.S. Gate Valve	1409-5	EA	11	2070.-	22,770.-
43	Reconnect Fire Hydrant	1410-3	EA	5	2,880.-	14,400.-
44	Water Services Replaced Up to 2-inch	1411-3	EA	93	1,315.00	122,295.-
45	Temporary Water Services Replaced Up to 2-inch*	1412-3	EA	42	105.-	4,410.-
46	Install 4-in. Blow off Assembly	1414-2	EA	4	2,585.-	10,340.-
47	Install 2-in. Air Vac Assembly	1414-2	EA	4	2,800.-	11,200.-
48	Dewatering	1901-3	LS	1	4,680.-	4,680.-
49	Trench Safety	1902-3	LS	1	5,580.-	5,580.-
50	Trench Stabilization*	1903-4	TON	100	53.50	5,350.-
GRAND TOTAL					\$ 1,864,891.50	

*To be installed "As Required" per Engineer's direction

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 4 OF 25

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 1,864,891.50

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
	NONE		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED July 7/2015 AT Oxnard, CA
COMPANY NAME Toro Enterprises, Inc.
SIGNATURE [Signature] TITLE President
Sean Castillo (Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 5 OF 25

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-08**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Manhole Adjusting Inc.	9500 Beverly Rd, Pico Rivera, CA, 90660	ARAM	318443	A
2. Case Land Surveying	6614 N Eckhoff St, Orange, CA, 92668	Survey Monument and Corner records	LS5411	LS
3. Chrisp Company	2080 Lilac Ave, Bloomington, CA, 92316	Striping, marking, + Signs	374600	A, C32

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 6 OF 25

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-08**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. All American Asphalt	1776 All American Way, Corona, CA, 92878	Type II Road SLURRY	267073	A
5. Taft Electric Company	1694 Eastman Ave, Ventura, CA, 93006	Traffic Lights	77245	A CID
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 7 OF 25

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
<i>* Please See Attached *</i>		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone


Sean Castilla **SIGNATURE OF BIDDER**
Pres.

**Bidder's Failure to Complete
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May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 8 OF 25



REFERENCE LIST PROJECTS

Contract With: County of Ventura - 800 S. Victoria Ave. Ventura, CA 93009

Contact: Ariel Braza (805) 654-2058

Description: PCC Driveway, C&G, Sidewalk Replacement & ARHM Overlay

Project: West County Area & Sunset School Sidewalk Improvements Project

Owner: County of Ventura

Contract Amount: \$2,317,359.00

Completed: 11/2013

Contract With: County of Los Angeles - 900 S. Fremont Ave. Alhambra, CA 91803

Contact: Colin McCarter (626) 458-5100

Description: Watermain Installation and AC Paving

Owner: County of Los Angeles

Contract Amount: \$3,573,980.00

Completed: 1/2014

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley, CA 93063

Contact: Sarah Sheshebor (805) 583-6792

Description: R&R Existing PCC Driveways, Curb & Gutter & Cold Mill, Overlay

Project: 2012-13 Annual Minor Streets Rehabilitation Program

Owner: City of Simi Valley

Contract Amount: \$292,373.00

Completed: 12/2013

Contract With: U.S. Army Corps

Contact: Tracy Eccles (661) 265-7222

Brief Description: 25,000 LF of 24" cmc/cml steel water main installation

Project: North Valley RW1

Owner: U.S. Army Corps Engineers

Contract Amount: \$11,600,000.00

Completed: 9/2012

ATTACHMENT 3
PAGE 9 OF 25

Contract With: City of Lancaster - 615 W. Avenue H, Lancaster, CA
Contact: Jon Cantrell (661) 945-6862
Description: Grading, Street Improvements, Sewer, Water, Storm Drain
Project: Infrastructure Improvements
Owner: City of Lancaster
Contract Amount: \$1,222,970.00
Completed: 10/2013

Contract With: County of Ventura - 800 S. Victoria Ave., Ventura, CA 93009
Contact: Ariel Braza (805) 654-2058
Description: Cold Milling, ARHM Overlay, Shoulder Backing, PCC Curb & Gutter
Project: Pavement Rehabilitation - Ojai/West Ventura Areas, Phase III
Owner: County of Ventura
Contract Amount: \$1,393,297.00
Completed: 9/2013

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063
Contact: Mansour Moradi (805) 583-6891
Description: ARHM Overlay and Concrete Improvements
Project: 2012-13 Major Streets Pavement Rehabilitation
Owner: City of Simi valley
Contract Amount: \$979,299.00
Completed: 10/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355
Contact: Bill Whitlach (661) 255-4933
Description: 18,547TN ARHM, (TMO) 7,573TN, AC 5,500TN
Project: 2012-2013 Overlay-Slurry Seal Project
Owner: City of Santa Clarita
Contract Amount: \$3,892,036.00
Completed: 12/2013

Contract With: City of Burbank - 310 E. Olive Ave. Burbank, CA 91502
Contact: Jon Molinar (818) 238-3919
Brief Description: R&R Sidewalk, Driveways, C&G, Ped. Ramps
Project: 2011 Sidewalk Repair Project
Owner: City of Burbank
Contract Amount: \$2,500,000.00
Completed: 2/2013

Contract With: County of Los Angeles - 900 S. Fremont St. Alhambra, CA 91803
Contact: Colin McCarter
Description: 1,300LF 18", 12", 10", 8", 6" Watermain
Project: Marina Del Rey 18" Waterline Replacement
Owner: County of Los Angeles
Contract Amount: \$587,651.50
Completed: 10/2013

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030
Contact: Raymond Williams (805) 385-7902
Description: ARHM 7,643TN, AC 2,611TN, Cold Mill, 600 LF C&G
Project: Del Norte Blvd. Improvements
Owner: City of Oxnard
Contract Amount: \$1,776,547.00
Completed: 11/2013

Contract With: City of Long Beach Water Dept. - 1800 E Wardlow Rd. Long Beach, CA 90807
Contact: Sam Dillman (562) 570-2323
Description: R&R 42", 36", 30", 24" Valves & Associated Piping
Project: Large Potable Water Valve Replacements
Owner: City of Long Beach Water Department
Contract Amount: \$640,000.00
Completed: 8/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355
Contact: Bill Whitlach (661) 255-4933
Description: ARHM 6,086TN, AC 1,581TN, Adjust Manholes
Project: 2011-12 Federal Overlay Program
Owner: City of Santa Clarita
Contract Amount: \$1,244,955.00
Completed: 11/2013

Contract With: County of Ventura
Contact: Ariel Baraza (805) 654-2058
Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay
Project: Pavement Resurfacing-Meiners Oaks Area
Owner: County of Ventura
Contract Amount: \$1,483,512.00
Completed: 4/2013

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030
Contact: Raymond Williams (805) 385-7902
Description: Storm Drain & Street Improvements
Project: Tierra Vista Neighborhood Improvements
Owner: City of Oxnard
Contract Amount: \$4,081,028.00
Completed: 5/2013

Contract With: City of Ventura
Contact: Ernie Ferrer (805) 677-3905
Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk
Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood
Owner: City of Ventura
Contract Amount: \$532,144.00
Completed: 1/2013

ATTACHMENT 3
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CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

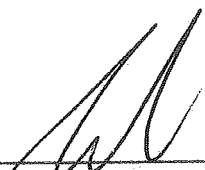
BIDDER'S NAME Toro Enterprises, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No X

2. If yes, explain the circumstances.



SIGNATURE OF BIDDER *Sean Castillo, Pres.*

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 12 OF 25

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

BIDDER'S AFFIDAVIT

PROJECT College Estates Neighborhood Street Resurfacing
I depose and say that I am Sean Castillo, President
(Print or type name and title)
of Toro Enterprises, Inc.
(Name of Company)
2101 East Ventura Blvd. Oxnard, CA 93036
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000002410

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 710580 FED TAX I.D. # 77-0396663

Classification: A

Contractor's License Expiration Date: 8/31/15

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 961950441

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated July 7, 2015 at Oxnard, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

SIGNATURE Sean Castillo, Pres.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
PAGE 13 OF 25

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
Standard Bidder Questions (applies to all bids)		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.	✓	
13	Prime Contractor and all of their listed Subcontractors MUST be registered with the DIR as required by SB 854.	✓	

Contractor Officer's Signature:

President
 Title *Sean Castillo*

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

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ATTACHMENT *3*

PAGE *14* OF *25*

CITY OF OXNARD
SPECIFICATION NUMBER UD15-08

ATTACHMENT
(TO BE USED WHEN SMALL LOCAL BUSINESS PURCHASING
PREFERENCE IS BEING REQUESTED)

BIDDER'S CERTIFICATION

The undersigned hereby certifies under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard.

Please refer to City of Oxnard Ordinance No. 2852, included in this Specification, to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

Please note that under Ordinance No. 2852, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Ordinance. You will be subject to penalties, including debarment from bidding on City Contracts, for falsely claiming to be a Small Local Business under the Ordinance.

By: _____

Title: _____

Firm: _____

Date: _____

*If no Small Local Business Purchasing Preference is being requested this form is not required to be completed and submitted with bid documents.

SPECIFICATION NUMBER UD15-08

SMALL LOCAL BUSINESS PURCHASING PREFERENCE

The following information is required upon submission of any bid seeking the Small Local Business Purchasing Preference.

(Vendor Name)

(Date)

(Address of Principal Business Office)

(Business Phone)

(Email Address)

(Date Principal Business Address Established)

(Prior Principal Business Address – if any)

(Date Established)

(City Business Tax ID Number)

(Number of Employees)

(Number of Employees Whose Home Address is in Oxnard For at Least 90 Days Prior to Submission of This Bid. Attach List of Current Employees and Addresses.)

(Gross Receipts for Prior 3 Years)

Note: Upon receipt by the City of Oxnard, this document becomes a public record accessible under the Request for Public Records Act.

B-22A

ATTACHMENT 3

PAGE 16 OF 25

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH THE BID DOCUMENTS OR THE BID SHALL BE NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER BINDER APPLICATOR(S)

BIDDER proposes to have Asphalt-Rubber **BINDER** for **ARAM** (application) applied by:

Manhole Adjusting, Inc.
Name/Address

This section shall be completed even if the bidder plans to apply Asphalt-Rubber binder with its own equipment and labor forces. Name above must be the actual company applying the Asphalt-Rubber binder on the roadway.

Bidder shall attach to this form copies of all required local air pollution control district or air quality management district permit to operate (PTO) documents which allow the operation of the specific equipment to be used to control emissions during the application of Asphalt-Rubber binder on the roadway (the "Application"). Such Application in a manner conforming with these project specifications has been indisputably determined to be in non-compliance with California air quality regulations limiting opacity of emissions, unless a **permitted emission control device** is used during the Application to directly remove emissions occurring during Application. It is for that device, which may be described as an air filter, custom air pollution control system, portable air pollution control, opacity control unit, emission control unit consisting of collection hood and 3-stage oil mist filter system, or other similar description for which a copy of a PTO must be provided from the local air pollution control district or air quality management district.

If the bidder fails to fully complete this portion of the bid and provide the foregoing documentation, the bid is non-responsive and shall be rejected.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the requirements contained in this form. I further certify that all information provided in response to this form is true and accurate to the best of my knowledge and belief.

Sean Castillo, President
Print Name, Title

[Signature]
Signature of Bidder

7/7/2015
Date

Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid

THIS FORM MUST BE INCLUDED AND FULLY COMPLETED WITH THE BID OR THE BID SHALL BE CONSIDERED NON-RESPONSIVE.

DESIGNATION/CERTIFICATION OF ASPHALT-RUBBER AND AGGREGATE MEMBRANE CONTRACTOR AND/OR SUBCONTRACTOR(S)

Bidder proposes to have the ARAM installed by:

Manhole Adjusting, Inc.

This section shall be completed even if the apparent low bidder plans to produce and install ARAM with its own forces. Name of Contractor and/or Subcontractor(s) shall be the actual company(ies) applying the binder and aggregate.-

For any bid to be considered responsive, performance criteria must be demonstrated on five separate projects performed by the same contractor or subcontractor(s) designated above, and with equivalent aggregate and binder proposed for the ARAM in this bid. Two years shall have elapsed since completion of the ARAM surface on each project. To be considered a valid representative project, bidder must submit the name of the project, owner agency, agency representative's name and phone number, and a list of streets with limits totaling at least 1 mile (based on full width) in length for each project and the date the project was actually performed. A project will be considered a valid representative project if an asphalt emulsion spray application was originally placed with or without an application of sand, within 15 calendar days of the application of ARAM. Any other cover coat or course on the ARAM will cause the ARAM to be considered invalid as a representative project. ARAM on all projects must show insignificant raveling (loss of rock) and insignificant flushing (binder migration to the surface) at time of inspection by the Agency. Bidder shall verify any proposed representative projects prior to listing a subcontractor with such projects, or the bid will be considered non-responsive. If the Bidder cannot list in the space provided five projects that meet the criteria specified herein that were performed by the proposed ARAM contractor or subcontractor(s), the bid shall be considered non-responsive.

**Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid**

B-23A

ATTACHMENT 3
PAGE 18 OF 25

Representative ARAM Projects

SEE ATTACHED!

Name of Project No. 1 _____ Date Completed _____

Agency _____ Agency Contact _____

Phone _____ Approx. Length of ARAM (Full width) _____

Name of Project No. 2 _____ Date Completed _____

Agency _____ Agency Contact _____

Phone _____ Approx. Length of ARAM (Full width) _____

Name of Project No. 3 _____ Date Completed _____

Agency _____ Agency Contact _____

Phone _____ Approx. Length of ARAM (Full width) _____

Name of Project No. 4 _____ Date Completed _____

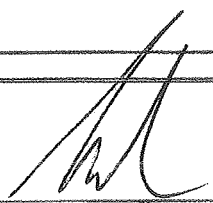
Agency _____ Agency Contact _____

Phone _____ Approx. Length of ARAM (Full width) _____

Name of Project No. 5 _____ Date Completed _____

Agency _____ Agency Contact _____

Phone _____ Approx. Length of ARAM (Full width) _____


Signature of Bidder Sean Castillo

President
Title

7/7/2015
Date

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION

**Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid**

B-23B

ATTACHMENT 3
PAGE 19 OF 25

Representative ARAM Projects

Name of Project No. 1 11-2M2704 (RTE 11) Date Completed MAY 2012
 Agency CALTRANS Agency Contact SHAWN RIZZUTTO
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 19.0 Full Width Miles

Name of Project No. 2 11-2M1004 (RTE 8) Date Completed MAY 2010
 Agency CALTRANS Agency Contact SHAWN RIZZUTTO
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 18 Full Width Miles

Name of Project No. 3 11-27704 (RTE 78) Date Completed MAY 2009
 Agency CALTRANS Agency Contact SHAWN RIZZUTTO
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 19.0 Full Width Miles

Name of Project No. 4 11-287404 (RTE 115) Date Completed MAY 2008
 Agency CALTRANS Agency Contact SHAWN RIZZUTTO
 Phone (760) 355-8666 Approx. Length of ARAM (Full width) 14 Full Width Miles

Name of Project No. 5 STREET IMPROVEMENT R-24-1 Date Completed NOV 2004
 Agency CITY OF WESTMORLAND Agency Contact JOEL HANBY
 Phone (760) 604-7124 Approx. Length of ARAM (Full width) 1.50 Full Width Miles

Signature of Bidder Sean Castillo

President

Title

7/7/2015

Date

END OF CONTRACTOR'S CERTIFICATION OF QUALIFICATION

Bidder's Failure to Complete All Items Contained On This Page
 May Cause Rejection of Your Bid

B-23B

ATTACHMENT 3PAGE 20 OF 25



Ventura County
Air Pollution
Control District

669 County Square Drive
Ventura, California 93003

tel 805/645-1400
fax 805/645-1444
www.vcapd.org

Michael Villegas
Air Pollution Control Officer

PERMIT TO OPERATE
Number 01025

Valid April 1, 2015 to March 31, 2016

This Permit Has Been Issued To The Following:

Company Name / Address:	Facility Name / Address:
Manhole Adjusting Contractors 9500 Beverly Road Pico Rivera, CA 90660-2135	Manhole Adjusting Contractors Portable Rubber Asphalt Plant Ventura County, CA

Permission Is Hereby Granted To Operate The Following:

Portable Asphalt Rubber Blending System (Screw conveyors, blender turn paddles, and pumps are hydraulically driven by internal combustion engines that are registered in the Statewide Portable Equipment Registration Program.)

- 1 - Blender, which includes: Receiving Hopper with Screw Conveyor, Screw Conveyor, Lifting Screw Conveyor, Hopper with Screw Conveyor, and Blender
- 1 - 8.4 MMBTU/hr Sur-lite Corporation, Model TB-600-S, Process Heater, equipped with four independent burners rated at 2.1 MMBTU/hr heat input, propane fired, for 12,000 gallon capacity Nurse Tank
- 2 - 4.2 MMBTU/hr Process Heaters, each equipped with two propane fired burners rated at 2.1 MMBTU/hr for Product Transport Truck Shuttle Trailers
- 1 - 1.13 MMBTU/hr Childers Process Heater, propane fired, equipped with a CEI 800A burner, for 12,000 gallon capacity Heat Tank (#0716)
- 1 - 2.1 MMBTU/hr Childers Process Heater, propane fired, equipped with CEI 1500 burner, for 20,000 gallon capacity Heat Tank (#0718)
- 1 - 2.1 MMBTU/hr Childers Process Heater, propane fired, equipped with CEI 1500 burner, for 30,000 gallon capacity Heat Tank (#0719)
- 1 - 2.1 MMBTU/hr CEI Process Heater, propane fired, equipped with CEI 1500 burner, for 20,000 gallon capacity Heat Tank (#0725)
- 1 - 2.1 MMBTU/hr CEI Process Heater, propane fired, equipped with CEI 1500 burner, for 25,000 gallon capacity Heat Tank (#0730)
- 2 - Opacity Control Units (#802 and #803), each consisting of a collection hood, Farr Company Model No. TM-33 filtration units, and exhaust fans.

This Permit Has Been Issued Subject To The Following Conditions:

1. Permitted Emissions	Tons/Year	Pounds/Hour
------------------------	-----------	-------------

VCAPCD Permit To Operate Number 01025
Issued To Manhole Adjusting Contractors
Valid April 1, 2015 to March 31, 2016

Reactive Organics	0.01	0.06
Nitrogen Oxides	0.53	4.40
Particulate Matter	0.02	0.14
Sulfur Oxides	0.04	0.34
Carbon Monoxide	0.09	0.74

2. The annual fuel consumption in Ventura County for the process heaters shall not exceed 56,000 Gal/Yr of propane. Prior to exceeding this limit, the permittee shall apply for, and receive, a permit modification.

In order to comply with this condition, the permittee shall maintain monthly records of propane consumption. The monthly records shall be summed for the previous 12 months. Totals for any of these 12 month periods in excess of the specified limit shall be considered a violation of this condition.

3. All process heaters shall be fired on propane only.
4. The Nurse Tank 8.4 MMBTU/Hr Process Heater shall be operated in compliance with APCD Rule 74.15.B.2.C which requires that the unit be tuned according to the time interval and procedure established in the rule. Pursuant to Rule 74.15.D.2, tune-up reports shall be submitted to the District Enforcement Section every twelve months.
5. The Nurse Tank 8.4 MMBTU/Hr Process Heater shall be equipped with a totalizing fuel meter in compliance with APCD Rule 74.15.D.1 which requires that this meter be installed for each applicable unit and for each fuel.
6. The Process Heaters associated with the Product Transport Truck Shuttle Trailers and the Heat Tanks shall be operated in compliance with APCD Rule 74.15.1.B.3.a which requires that the unit be tuned according to the time interval and procedure established in the rule. Pursuant to Rule 74.15.1.D.2, tune-up reports shall be submitted to the District Enforcement Section every twelve months.
7. The Process Heaters associated with the Product Transport Truck Shuttle Trailers and the Heat Tanks shall be equipped with a totalizing fuel meter in compliance with APCD Rule 74.15.1.D.1 which requires that this meter be installed for each applicable unit and for each fuel.
8. The Portable Asphalt-Rubber Blending System may be used in conjunction with permitted Hot Mix Asphalt plants or on highway, road, or street construction projects. If the system is used at a permitted Hot Mix Asphalt plant, the stationary source VCAPCD Permit for the HMA plant must include an allowance for the processing of asphalt-rubber materials.
9. The molten asphalt-rubber material shall not come in contact with a flame or products of combustion. This condition is applied as APCD Rule 51, "Nuisance", compliance.

VCAPCD Permit To Operate Number 01025
Issued To Manhole Adjusting Contractors
Valid April 1, 2015 to March 31, 2016

10. All operations shall comply with APCD Rule 50, "Opacity". Pursuant to Rule 50, permittee shall not discharge into the atmosphere any air contaminants for a period or periods aggregating more than three (3) minutes in any one hour which are as dark or darker in shade as that designated as No. 1 on the Ringelmann Chart, or equivalent to 20% opacity and greater.
11. All operations shall comply with APCD Rule 51, "Nuisance". Permittee shall not discharge such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public.
12. The Opacity Control Units shall be operated as necessary on paving projects to comply with Rule 50, "Opacity", and Rule 51, "Nuisance".

The Opacity Control Units shall be equipped and operated with mechanical gauges to indicate the static pressure differential, in inches of water, across the filter sections. The Opacity Control Units shall be operated and maintained in accordance with manufacturer's specifications.

13. The Portable Asphalt-Rubber Blending System is subject to the emissions limits of VCAPCD Rule 52, Particulate Matter-Grain Loading, and Rule 53, Particulate Matter-Process Weight. Demonstration of compliance with these requirements shall be by CARB Test Method 5. For demonstrating compliance with Rule 52, the total particulate catch shall include the filter catch, probe catch, impinger catch, and the solvent extract, as specified in CARB Method 5. For demonstrating compliance with Rule 53, the total particulate catch shall include the filter catch, probe catch, impinger catch as specified in CARB Method 5. The solvent extract portion of the particulate matter catch shall not be included in the total particulate catch for determining compliance with Rule 53.
14. Any engines used in conjunction with this portable asphalt rubber blending facility shall be registered in the Statewide Portable Equipment Registration Program.
15. The use of the Portable Asphalt Rubber Blending System at a stationary asphalt plant shall not cause any presently permitted asphalt plant to exceed its permitted emissions and its permitted asphalt production rate.

In order to comply with this condition, the permittee shall calculate, on a monthly or shorter basis, the emissions resulting from the use of all propane fired process heaters (Nurse Tank, Heat Tanks, and Product Transport Truck Shuttle Trailers) and any internal combustion engines by multiplying the propane and diesel fuel use by the following emission factors:

VCAPCD Permit To Operate Number 01025
Issued To Manhole Adjusting Contractors
Valid April 1, 2015 to March 31, 2016

For the heaters (propane):

ROC: 0.25 lbs/1000 gal
NOx: 19.00 lbs/1000 gal
PM: 0.60 lbs/1000 gal
SOx: 1.50 lbs/1000 gal
CO: 3.20 lbs/1000 gal

For the internal combustion engines (diesel):

ROC: 33.15 lbs/1000 gal
NOx: 459.00 lbs/1000 gal or EPA Certified Engine Emission Factors
PM: 33.50 lbs/1000 gal
SOx: 144(S) lbs/1000 gal, where S = % sulfur in diesel fuel
CO: 102.00 lbs/1000 gal

The resulting emissions in tons per year shall be mitigated by lowering the fuel use at the stationary source in such a way that the total emissions from all combustion sources (from the equipment permitted at the stationary source, the portable process heaters, and the portable internal combustion engines) do not exceed the stationary source permitted emissions.

16. The permittee shall maintain records:

- a) Monthly, rolling twelve month, and site specific propane consumption for each process heater;
- b) Monthly, rolling twelve month, and site specific diesel fuel consumption for each internal combustion engine used in conjunction with this portable asphalt rubber blending system;
- c) Monthly and rolling twelve month emissions calculated pursuant to the emission factors of this permit;
- d) Monthly and rolling twelve month asphalt rubber production;
- e) Tune up reports as required by Rules 74.15 and 74.15.1.

These records shall be compiled monthly, shall be maintained for two years, and shall be made available to APCD personnel upon request. A copy of these records shall also be maintained at an asphalt plant in Ventura County where this permitted equipment is operated.

17. The District shall be notified at least 48 hours prior to operating the above equipment in Ventura County by leaving a message on the District 24-hour message recorder at (805) 654-2797. The notification shall include the following information:

- a) Identification of operator and Permit to Operate number (No. 01025).
- b) The location (street address and city) and name of facility where the equipment will be operated.
- c) The expected starting date and duration of the operations.

18. The equipment on this permit listed as portable shall not be

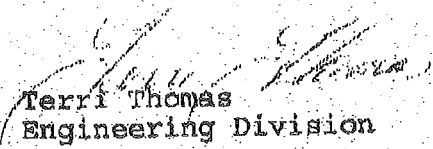
VCAPCD Permit To Operate Number 01025
Issued To Manhole Adjusting Contractors
Valid April 1, 2015 to March 31, 2016

located at any site for more than 90 days in any 12 month consecutive period. The time period is not restarted by replacement of any equipment at a site with equipment that is intended to perform the same function as the replaced equipment. This condition does not apply to a site where the equipment is stored but not operated.

Within 30 days after receipt of this permit, the permittee may petition the Hearing Board to review any new or modified condition (Rule 22).

This permit, or a copy, shall be posted reasonably close to the subject equipment and shall be accessible to inspection personnel (Rule 19). This permit is not transferable from one location to another unless the equipment is specifically listed as being portable (Rule 20).

This Permit to Operate shall not be construed to allow any emission unit to operate in violation of any state or federal emission standard or any rule of the District.


Terri Thomas
Engineering Division

For:

Michael Villegas
Air Pollution Control Officer

Establishment Search

Reflects inspection data through 07/10/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Prime

Your Establishment search returned 0 results.

☒ Establishment

Toro Enterprises, Inc.

State

California



Fed & State



OSHA Office

All Offices



Case Status

☒ All ☐ Closed ☐ Open

Violation Status

☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date

July



14 ▼ 2010 ▼

End Date

July



14 ▼ 2015 ▼

Submit

Reset

Can't find it?

Wildcard use %

Basic Establishment Search Instructions

Advanced Search Syntax

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as

ATTACHMENT

PAGE 1 OF 21

a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov

ATTACHMENT 4

PAGE 2 OF 11

Establishment Search Results

Establishment
Date Range
Office
State

All American Asphalt

07/14/2010 to 07/14/2015

all

CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in italic. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)
[Return to Search](#)

Results 1 - 11 of 11

By Date
[Get Detail](#)
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#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	1069290.015	06/08/2015	0950653	CA	Prog Related	Partial	212313		All American Asphalt
☐	2	317143378	09/11/2013	0950631	CA	Accident	Partial	1622	237310	All American Asphalt
☐	3	316213412	08/29/2013	0950633	CA	Accident	Partial	1611	237310	3 All American Asphalt
☐	4	313646010	07/23/2012	0950635	CA	Accident	Complete	1611	237310	All American Asphalt
☐	5	315525477	08/04/2011	0950631	CA	Accident	Partial	1611	237310	All American Asphalt
☐	6	313642464	03/22/2011	0950635	CA	Accident	Partial	1611	237310	1 All American Asphalt (267073-A)
☐	7	312664733	08/19/2010	0950636	CA	Planned	Complete	1771	238990	All American Asphalt
☐	8	313641334	08/11/2010	0950635	CA	Planned	Partial	1611	237310	All American Asphalt
☐	9	311671580	08/03/2010	0950653	CA	Planned	Complete	1442	212321	All American Asphalt
☐	10	312664477	07/29/2010	0950636	CA	Planned	No Insp/Other	1771	238990	All American Asphalt
☐	11	312437841	07/22/2010	0950643	CA	Planned	Partial	2951	324121	All American Asphalt, Inc.

Inspection Detail

Case Status: PENDING ABATEMENT OF VIOLATIONS

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 1069290.015 - All American Asphalt

Inspection Information - Office: Ca San Bern M&T

Nr: 1069290.015 Report ID: 0950653

Open Date:
06/08/2015

All American Asphalt
1776 All American Way
Corona, CA 92878

Union Status: Union

SIC:

NAICS: 212313/Crushed and Broken Granite Mining and Quarrying

Mailing: P.O. Box 2229, Corona, CA 92878

Inspection Type: Prog Related

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 06/18/2015

Emphasis: S:Tunnel

Close Case:

Case Status: PENDING ABATEMENT OF VIOLATIONS

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ATTACHMENT 4

PAGE 4 OF 11

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 316213412 - All American Asphalt

Inspection Information - Office: Ca San Bernardino

Nr: 316213412	Report ID: 0950633	Open Date: 08/29/2013
All American Asphalt		
Nb 215 Fwy On Ramp & Van Buren Blvd Riverside, CA 92518		Union Status: Union
SIC: 1611/Highway and Street Construction, Except Elevated Highways		
NAICS: 237310/ Highway, Street, and Bridge Construction		
Mailing: 400 E 6th St/Po Box 2229, Corona, CA 92879		
Inspection Type:	Accident	
Scope:	Partial	Advanced Notice: N
Ownership:	Private	
Safety/Health:	Health	Close Conference: 12/17/2013
		Close Case:
Related Activity:	Type	ID Safety Health
	Accident	102869013

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	3					3
Current Violations	3					3
Initial Penalty	\$54,000					\$54,000
Current Penalty	\$54,000					\$54,000
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	3395 E	12/27/2013	01/22/2014	\$18,000	\$18,000	\$0	01/02/2014	-
2.	01002	Serious	3395 F01	12/27/2013	01/22/2014	\$18,000	\$18,000	\$0		-
3.	02001	Serious	3395 F01	12/27/2013	01/22/2014	\$18,000	\$18,000	\$0	01/02/2014	-

Establishment Search Results

Establishment	Date Range	Office	State
Sub Chrisp Company	07/14/2010 to 07/14/2015	all	CA

Please note that inspections which are known to be incomplete will have the identifying Activity Nr shown in *italic*. Information for these open cases is especially dynamic, e.g., violations may be added or deleted.

Sort By: [Date](#) | [Name](#) | [Office](#) | [State](#)
[Return to Search](#)

Results 1 - 3 of 3

By Date

[Get Detail](#) [Select All](#) [Reset](#)

	#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
☐	1	315831941	07/08/2014	0950615	CA	Referral	Partial	1799	238990	1	Chrisp Company
☐	2	314572629	08/26/2011	0950621	CA	Accident	Partial	1721	237310		Chrisp Company
☐	3	313512386	04/22/2011	0950633	CA	Accident	Partial	1721	237310		Chrisp Company

Inspection Detail

Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer for Federal inspections or for 30 days following receipt by the employer for State inspections.

Inspection: 315831941 - Chrisp Company

Inspection Information - Office: Ca Santa Rosa

Nr: 315831941 Report ID: 0950615 Open Date: 07/08/2014

Chrisp Company

3573 Chanate Rd

Santa Rosa, CA 95404

Union Status: NonUnion

SIC: 1799/Special Trade Contractors, Not Elsewhere Classified

NAICS: 238990/All Other Specialty Trade Contractors

Mailing: 1805 E. Beamer St., Woodland, CA 95776

Inspection Type: Referral

Scope: Partial

Advanced Notice: N

Ownership: Private

Safety/Health: Safety

Close Conference: 10/29/2014

Close Case:

Related Activity: Type

ID

Safety

Health

Referral

201022175

Yes

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			1		2
Current Violations	1					1
Initial Penalty	\$2,025			\$115		\$2,140
Current Penalty	\$2,025					\$2,025
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
Deleted 1.	01001	Other	1509 C	10/30/2014	11/04/2014	\$0	\$115	\$0		I - Informal Settlement
2.	02001	Serious	3702 R	10/30/2014	11/04/2014	\$2,025	\$2,025	\$0		

Establishment Search

Reflects inspection data through 07/10/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

▲ Note: Please read important information below regarding interpreting search results before using.

Search By:

Sub

Your Establishment search returned 0 results.



Establishment

Manhole Adjusting, Inc.

State

California



Fed & State



OSHA Office

All Offices



Case Status



All



Closed



Open

Violation Status



All



With Violations



Without Violations

Inspection Date

Start Date

July



14



2010



End Date

July



14



2015



Submit

Reset

Can't find it?

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[Basic Establishment Search Instructions](#)

[Advanced Search Syntax](#)

NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as

ATTACHMENT

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a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210

Telephone: 800-321-OSHA (6742) | TTY

www.OSHA.gov

ATTACHMENT 4
PAGE 9 OF 11

Establishment Search

Reflects inspection data through 07/10/2015

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Sub

Your Establishment search returned 0 results.



Establishment

Taft Electric Company

State

California



Fed & State



OSHA Office

All Offices



Case Status



All



Closed



Open

Violation Status



All



With Violations



Without Violations

Inspection Date

Start Date

July



14 ▼ 2010 ▼

End Date

July



14 ▼ 2015 ▼

Submit

Reset

Can't find it?

Wildcard use %

Basic Establishment Search Instructions

Advanced Search Syntax

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NOTE TO USERS

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a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

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**CITY OF OXNARD
SPECIFICATION NUMBER UD15-08**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Manhole Adjusting Inc.	9500 Beverly Rd, Pico Rivera, CA, 90660	ARAM	378443	A
2. Coje Land Surveying	6014 N Eckhoff St, Orange, CA, 92668	Survey monument and corner records	LS5411	LS
3. Chrisp Company	2080 Lilac Ave, Bloomington, CA, 92316	striping, marking, & signs	374600	A, C32

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 5
PAGE 1 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-08**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. All American Asphalt	1776 All American Way, Corona, CA, 92878	Type II Road SLURRY	267073	A
5. Taft Electric Company	1694 Eastman Ave, Ventura, CA, 93006	Traffic Loops	77245	A C10
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-6

ATTACHMENT 5
PAGE 2 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER UD15-08**

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
<i>* Please See Attached *</i>		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

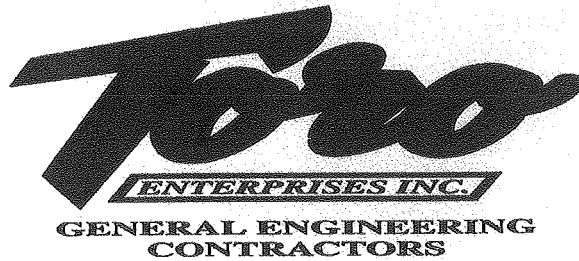


Sean Castillo **SIGNATURE OF BIDDER**
Pres.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-7

ATTACHMENT 40
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REFERENCE LIST PROJECTS

Contract With: County of Ventura - 800 S. Victoria Ave. Ventura, CA 93009

Contact: Ariel Braza (805) 654-2058

Description: PCC Driveway, C&G, Sidewalk Replacement & ARHM Overlay

Project: West County Area & Sunset School Sidewalk Improvements Project

Owner: County of Ventura

Contract Amount: \$2,317,359.00

Completed: 11/2013

Contract With: County of Los Angeles - 900 S. Fremont Ave. Alhambra, CA 91803

Contact: Colin McCarter (626) 458-5100

Description: Watermain Installation and AC Paving

Owner: County of Los Angeles

Contract Amount: \$3,573,980.00

Completed: 1/2014

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley, CA 93063

Contact: Sarah Sheshebor (805) 583-6792

Description: R&R Existing PCC Driveways, Curb & Gutter & Cold Mill, Overlay

Project: 2012-13 Annual Minor Streets Rehabilitation Program

Owner: City of Simi Valley

Contract Amount: \$292,373.00

Completed: 12/2013

Contract With: U.S. Army Corps

Contact: Tracy Eccles (661) 265-7222

Brief Description: 25,000 LF of 24" cmc/cml steel water main installation

Project: North Valley RW1

Owner: U.S. Army Core Engineers

Contract Amount: \$11,600,000.00

Completed: 9/2012

ATTACHMENT 6
PAGE 2 OF 4

Contract With: City of Lancaster - 615 W. Avenue H, Lancaster, CA

Contact: Jon Cantrell (661) 945-6862

Description: Grading, Street Improvements, Sewer, Water, Storm Drain

Project: Infrastructure Improvements

Owner: City of Lancaster

Contract Amount: \$1,222,970.00

Completed: 10/2013

Contract With: County of Ventura - 800 S. Victoria Ave., Ventura, CA 93009

Contact: Ariel Braza (805) 654-2058

Description: Cold Milling, ARHM Overlay, Shoulder Backing, PCC Curb & Gutter

Project: Pavement Rehabilitation - Ojai/West Ventura Areas, Phase III

Owner: County of Ventura

Contract Amount: \$1,393,297.00

Completed: 9/2013

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd., Simi Valley, CA 93063

Contact: Mansour Moradi (805) 583-6891

Description: ARHM Overlay and Concrete Improvements

Project: 2012-13 Major Streets Pavement Rehabilitation

Owner: City of Simi valley

Contract Amount: \$979,299.00

Completed: 10/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355

Contact: Bill Whitlach (661) 255-4933

Description: 18,547TN ARHM, (TMO) 7,573TN, AC 5,500TN

Project: 2012-2013 Overlay-Slurry Seal Project

Owner: City of Santa Clarita

Contract Amount: \$3,892,036.00

Completed: 12/2013

Contract With: City of Burbank - 310 E. Olive Ave. Burbank, CA 91502

Contact: Jon Molinar (818) 238-3919

Brief Description: R&R Sidewalk, Driveways, C&G, Ped. Ramps

Project: 2011 Sidewalk Repair Project

Owner: City of Burbank

Contract Amount: \$2,500,000.00

Completed: 2/2013

Contract With: County of Los Angeles - 900 S. Fremont St. Alhambra, CA 91803

Contact: Colin McCarter

Description: 1,300LF 18", 12", 10", 8", 6" Watermain

Project: Marina Del Rey 18" Waterline Replacement

Owner: County of Los Angeles

Contract Amount: \$587,651.50

Completed: 10/2013

ATTACHMENT 6
PAGE 3 OF 4

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Description: ARHM 7,643TN, AC 2,611TN, Cold Mill, 600 LF C&G

Project: Del Norte Blvd. Improvements

Owner: City of Oxnard

Contract Amount: \$1,776,547.00

Completed: 11/2013

Contract With: City of Long Beach Water Dept. - 1800 E Wardlow Rd. Long Beach, CA 90807

Contact: Sam Dillman (562) 570-2323

Description: R&R 42", 36", 30", 24" Valves & Associated Piping

Project: Large Potable Water Valve Replacements

Owner: City of Long Beach Water Department

Contract Amount: \$640,000.00

Completed: 8/2013

Contract With: City of Santa Clarita - 23920 Valencia Blvd. Santa Clarita, CA 91355

Contact: Bill Whitlach (661) 255-4933

Description: ARHM 6,086TN, AC 1,581TN, Adjust Manholes

Project: 2011-12 Federal Overlay Program

Owner: City of Santa Clarita

Contract Amount: \$1,244,955.00

Completed: 11/2013

Contract With: County of Ventura

Contact: Ariel Baraza (805) 654-2058

Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay

Project: Pavement Resurfacing-Meiners Oaks Area

Owner: County of Ventura

Contract Amount: \$1,483,512.00

Completed: 4/2013

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Description: Storm Drain & Street Improvements

Project: Tierra Vista Neighborhood Improvements

Owner: City of Oxnard

Contract Amount: \$4,081,028.00

Completed: 5/2013

Contract With: City of Ventura

Contact: Ernie Ferrer (805) 677-3905

Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk

Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood

Owner: City of Ventura

Contract Amount: \$532,144.00

Completed: 1/2013

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PAGE 4 OF 4

CERTIFICATE OF PUBLICATION

NUMBER UD15-08

June 4, 2015

4th day of June 2015

J. G. Ayola
(Signature)

NOTICE TO BIDDERS

The City and County Council has approved the inclusion of the following items, specified in Notice of Intent to Bid, for the City of Denver, Evans Neighborhood Street Repaving Project. The work is to be carried out in sections of streets and sidewalks, concrete equipment is required, 2.5 cubic yards of concrete and rebar work. The work designated in this specification will require the use of a 10' passover crane or similar sized lifting machine. Concrete will be placed in 10' by 10' by 10' concrete slabs. A 10' by 10' by 10' concrete slab is a precast concrete designed for award of bid project. Two Public Works Contractors are willing to give \$25,000.00 for the bid of Concrete and Subcontractors to be completed with the City. Per City policy, the contractor's cost of labor and materials are provided to the City. The Plans and Specifications will only be available in review of the project and only from the City's online Plan Room. The City's Plan Room is located at www.denvercoloradocounty.com, in plans 10001-10002-10003-10004-10005-10006-10007-10008-10009-10010-10011-10012-10013-10014-10015-10016-10017-10018-10019-10020-10021-10022-10023-10024-10025-10026-10027-10028-10029-10030-10031-10032-10033-10034-10035-10036-10037-10038-10039-10040-10041-10042-10043-10044-10045-10046-10047-10048-10049-10050-10051-10052-10053-10054-10055-10056-10057-10058-10059-10060-10061-10062-10063-10064-10065-10066-10067-10068-10069-10070-10071-10072-10073-10074-10075-10076-10077-10078-10079-10080-10081-10082-10083-10084-10085-10086-10087-10088-10089-10090-10091-10092-10093-10094-10095-10096-10097-10098-10099-10100-10101-10102-10103-10104-10105-10106-10107-10108-10109-10110-10111-10112-10113-10114-10115-10116-10117-10118-10119-10120-10121-10122-10123-10124-10125-10126-10127-10128-10129-10130-10131-10132-10133-10134-10135-10136-10137-10138-10139-10140-10141-10142-10143-10144-10145-10146-10147-10148-10149-10150-10151-10152-10153-10154-10155-10156-10157-10158-10159-10160-10161-10162-10163-10164-10165-10166-10167-10168-10169-10170-10171-10172-10173-10174-10175-10176-10177-10178-10179-10180-10181-10182-10183-10184-10185-10186-10187-10188-10189-10190-10191-10192-10193-10194-10195-10196-10197-10198-10199-10200-10201-10202-10203-10204-10205-10206-10207-10208-10209-10210-10211-10212-10213-10214-10215-10216-10217-10218-10219-10220-10221-10222-10223-10224-10225-10226-10227-10228-10229-10230-10231-10232-10233-10234-10235-10236-10237-10238-10239-10240-10241-10242-10243-10244-10245-10246-10247-10248-10249-10250-10251-10252-10253-10254-10255-10256-10257-10258-10259-10260-10261-10262-10263-10264-10265-10266-10267-10268-10269-10270-10271-10272-10273-10274-10275-10276-10277-10278-10279-10280-10281-10282-10283-10284-10285-10286-10287-10288-10289-10290-10291-10292-10293-10294-10295-10296-10297-10298-10299-10300-10301-10302-10303-10304-10305-10306-10307-10308-10309-10310-10311-10312-10313-10314-10315-10316-10317-10318-10319-10320-10321-10322-10323-10324-10325-10326-10327-10328-10329-10330-10331-10332-10333-10334-10335-10336-10337-10338-10339-10340-10341-10342-10343-10344-10345-10346-10347-10348-10349-10350-10351-10352-10353-10354-10355-10356-10357-10358-10359-10360-10361-10362-10363-10364-10365-10366-10367-10368-10369-10370-10371-10372-10373-10374-10375-10376-10377-10378-10379-10380-10381-10382-10383-10384-10385-10386-10387-10388-10389-10390-10391-10392-10393-10394-10395-10396-10397-10398-10399-10400-10401-10402-10403-10404-10405-10406-10407-10408-10409-10410-10411-10412-10413-10414-10415-10416-10417-10418-10419-10420-10421-10422-10423-10424-10425-10426-10427-10428-10429-10430-10431-10432-10433-10434-10435-10436-10437-10438-10439-10440-10441-10442-10443-10444-10445-10446-10447-10448-10449-10450-10451-10452-10453-10454-10455-10456-10457-10458-10459-10460-10461-10462-10463-10464-10465-10466-10467-10468-10469-10470-10471-10472-10473-10474-10475-10476-10477-10478-10479-10480-10481-10482-10483-10484-10485-10486-10487-10488-10489-10490-10491-10492-10493-10494-10495-10496-10497-10498-10499-10500-10501-10502-10503-10504-10505-10506-10507-10508-10509-10510-10511-10512-10513-10514-10515-10516-10517-10518-10519-10520-10521-10522-10523-10524-10525-10526-10527-10528-10529-10530-10531-10532-10533-10534-10535-10536-10537-10538-10539-10540-10541-10542-10543-10544-10545-10546-10547-10548-10549-10550-10551-10552-10553-10554-10555-10556-10557-10558-10559-10560-10561-10562-10563-10564-10565-10566-10567-10568-10569-10570-10571-10572-10573-10574-10575-10576-10577-10578-10579-10580-10581-10582-10583-10584-10585-10586-10587-10588-10589-10590-10591-10592-10593-10594-10595-10596-10597-10598-10599-10600-10601-10602-10603-10604-10605-10606-10607-10608-10609-10610-10611-10612-10613-10614-10615-10616-10617-10618-10619-10620-10621-10622-10623-10624-10625-10626-10627-10628-10629-10630-10631-10632-10633-10634-10635-10636-10637-1063

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Meeting Date: 04/28/15

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

Prepared By: Jay Duncan, Contract & Grant Coordinator

Agenda Item No. **I-10**Reviewed By: City Manager *M*City Attorney *JDB*Finance *JD*

Utilities

DATE: April 15, 2015**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director *DM*
Utilities Department**SUBJECT:** UD15-08 College Estates Resurfacing**RECOMMENDATION**

That City Council approve Project Specification No. UD15-08 for the milling of existing asphalt concrete pavement, removal and replacement of street name signs, and traffic striping in the College Estates Neighborhood and authorize staff to solicit bids.

DISCUSSION

The College Estates Neighborhood Street Resurfacing Project No. 153112 consists of resurfacing of existing asphalt concrete pavement. The specific work includes; the furnishing of all materials, tools, equipment, and labor required to improve the streets from curb to curb, milling of existing pavement, placement and compaction of asphalt concrete, slurry seal and crackfill. Other components include an Asphalt Rubber Aggregate Membrane (ARAM) cape seal, excavation and reconstruction of failed areas, concrete repairs, adjust utility covers to finished grade, removal and replacement of street name signs and traffic striping. The project specifications are in compliance with the Americans with Disabilities Act.

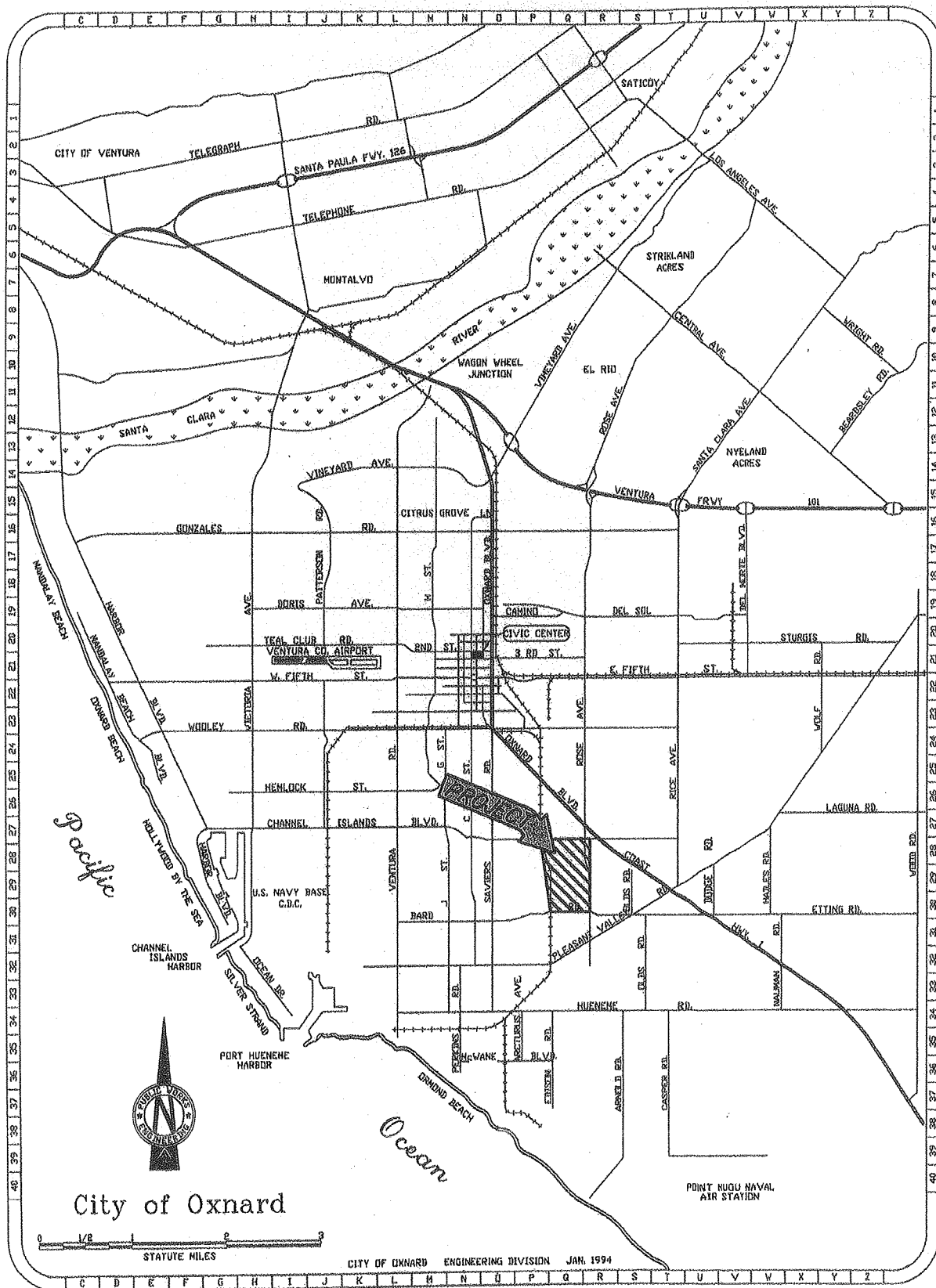
FINANCIAL IMPACT

Funding is provided by Lease Revenue Project and Refunding Bonds, Series 2014 approved by the City Council on October 21, 2014 for various neighborhood street resurfacing projects. The College Estates Neighborhood Street Resurfacing Project No. 153112 is a planned component of the project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

Attachment #1 - Project Site Map

Note: Plans and specifications for the UD15-08 College Estates Resurfacing Project are available for review at the City of Oxnard Corporate Yard, General Services Department, Building No. 2, 1600 Pacific Avenue after 8:00 a.m. on Thursday prior to the City Council meeting.

ATTACHMENT 8
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LOCATION MAP
COLLEGE ESTATES NEIGHBORHOOD
RESURFACING PROJECT

Attachment No.1
Page 1 of 1

ATTACHMENT 8
PAGE 2 OF 2

REQUEST FOR BUDGET ADJUSTMENT

Department: Public Works
Project/Program
Manager: Daniel Rydberg

Date: May 5, 2016

Phone: 8281

Reason for Appropriation:

To fund the water main replacement portion of the College Estates Street Resurfacing Project (153112) to Toro Enterprises Contract (A-7817)

Fund: **Water Operating Fund (601)**

Expenditures / Transfers Out

AWPF LAND ACQUISITION (146003)	(880,633)
601-6551-821.86-01 Land/Easem's/Right of Way	
COLLEGE ESTATE RESURFACIN (153112)	
601-6551-821.86-05 Improv Not Build - Major Repairs	774,972
601-6551-821.84-51 Services from other Programs	63,406
601-6551-821.82-09 Svcs - Other Prof/Contract	42,255

Total Expenditures 0

Net Change to Fund (601) Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 9
PAGE 1 OF 1



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: *N-5*

DATE: April 5, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director *DR*

SUBJECT: Approve First Amendment to Agreement No. A-7815 with AECOM Technical Services, Inc. for the Wastewater Treatment Plant Improvements Project

CONTACT: Thien Ng, Public Works *TN*
Thien.Ng@oxnard.org,

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the First Amendment to the Agreement with AECOM Technical Services, Inc. (AECOM) for the Wastewater Treatment Plant Improvements Project (Agreement No. A-7815), to increase the cost of services in the amount of \$2,912,393 for the Phase 2A services to bring the total agreement amount to \$3,131,138 and to extend the expiration date from July 28, 2016 to December 31, 2017.
2. Approve budget transfers from Capital Improvements Projects 136607 in the amount of \$300,000 and 916201 in the amount of \$107,854.

BACKGROUND

In May 2014, the City issued a competitive request for proposal (RFP) for the Wastewater Treatment Plant Improvements Project. Two firms, Carollo Engineering, Inc. and AECOM Technical Services, Inc. submitted proposals. Based on the qualifications stated in the proposals, both firms were invited to participate in an interview. The selection criteria for the interviews included: 1) design technical approach, 2) team, 3) related experience, and 4) project schedule. City staff determined AECOM to be the most qualified firm for this project. City staff and

AECOM subsequently met to refine the scope of services and schedule, and to negotiate the fees for services. The scope of services will be performed in multiple phases.

On July 28, 2015, staff presented the complete scope of work for both Phase 1 and future phases of services that were anticipated for the wastewater treatment plant improvements, including identifying interim improvement needs, developing conceptual future plant layout, and developing capital improvement cost projects. The City Council approved Agreement No. A - 7815 with AECOM Technical Services, Inc. for Phase 1 services in the amount of \$218,475 to support the rate study for the long-term capital improvements.

Phase 2 is divided into two sub phases. Phase 2A includes the final design of projects which are urgent, and the preliminary design of projects which are considered immediate needs. Phase 2B includes post design services for the urgent projects, and the final design of the immediate needs projects. The urgent projects are intended to be implemented starting late 2017. The immediate needs projects can be implemented after 2017. Both the urgent and immediate needs projects are near term (1-5 years) projects.

The cost for this First Amendment (Phase 2A) is \$2,912,393 and includes the following:

The urgent projects (preliminary design and final design services) include:

- Primary clarifier improvements
- Biotower demolition
- Interstage pump station improvements
- Aeration Basin blower control upgrade
- Rebuild cogeneration units
- Refurbish belt filter presses

The immediate needs projects (preliminary design services only) include:

- Activated sludge tanks improvements
- Secondary sedimentation tanks improvements
- Effluent pump station improvements
- Flow equalization basin improvements
- Gravity thickener improvements
- Dissolved air flotation improvements
- Cogeneration building improvements
- Digester improvements
- Solid processing facilities improvements
- Emergency generator replacement
- Switchgear replacement
- Supervisory Control and Data Acquisition (SCADA) improvements

The estimated cost for Phase 2B (post design services for the urgent projects, and the final design of the immediate needs projects) is approximately \$12 million. Staff will return to Council with Amendment 2 for Phase 2B at an appropriate time in the future.

Future phases include design and post design for the long term projects (years 6-15) improvements. Staff will return to Council with an amendment to the existing contract, or a new contract, for future phases of the project at an appropriate time in the future.

FINANCIAL IMPACT

The First Amendment is in the amount of \$2,912,393. The Biotower Project No. 136605 has an available balance of \$2,504,539 to partially fund Phase 2A of the agreement. To fund the remaining balance \$407,854 of Phase 2A, staff recommends the transfer of an existing appropriation in the amount of \$300,000 from the PLCs/LCPs Replacement Project No. 136607 (Wastewater Treatment Fund 621) and \$107,854 from the Upgrade Digester Replacement Project No. 916201 (Wastewater Treatment Fund 621) to the Biotower Project No. 136605.

ATTACHMENTS

- #1 - First Amendment to Agreement No. A-7815
- #2 - Budget Appropriation

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of April, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 28, 2015, by City and Consultant.

City and Consultant agree as follows:

1. Effective April 5, 2016, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A-1, attached hereto and incorporated herein by reference.
2. Effective April 5, 2016, in Section 8 of the Agreement, Exhibit B is supplemented with Exhibit B-1, attached hereto and incorporated herein by reference.
3. In Section 12 of the Agreement, the date "July 28, 2016" is deleted and replaced with the date "December 31, 2017."
4. In Section 14a of the Agreement, the figure "\$218,745" is deleted and replaced with the figure "\$3,130,868."
5. Effective April 5, 2016, in Section 14a of the Agreement, Exhibit C is deleted and replaced with Exhibit C-1 Cost of Services and Exhibit C-2 Fee Schedule for Professional Services, attached hereto and incorporated herein by reference.
6. As so amended, the Agreement remains in full force and effect.

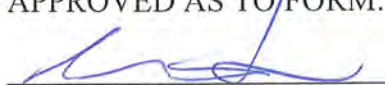
CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

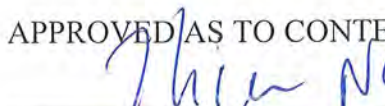
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



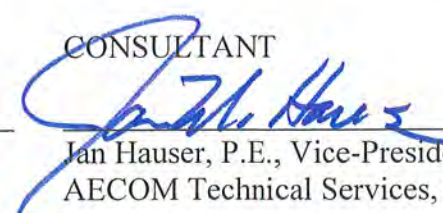
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



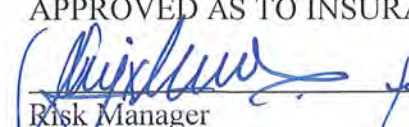
Thien Ng, P.E., Project Manager

CONSULTANT



Jan Hauser, P.E., Vice-President
AECOM Technical Services, Inc.

APPROVED AS TO INSURANCE:

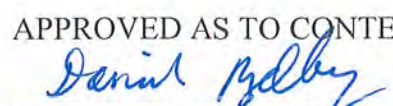


Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

EXHIBIT A-1

SCOPE OF SERVICES

This scope of work has been prepared for the proposed Capital Improvements Program being developed for the Oxnard Wastewater Treatment Plant (OWTP). The scope will be performed in multiple phases. The Phase 1 efforts included the tasks needed to support the rate study for the long-term capital improvements. Phase 2 represents tasks associated with two project phases. Phase 2A is for projects which are considered urgent, and intended to be implemented starting late 2016. Phase 2B includes Capital improvement Projects which are required, but can be implemented after 2016.

This First Amendment includes Phase 2A preliminary and final design services for facilities with immediate needs improvement. The Phase 2A preliminary design services are as follows:

- Headworks improvements
- Primary clarifier improvements
- Biotower demolition
- Interstage pump station improvements
- Digester improvements
- Gravity thickener improvements
- Activated sludge improvements
- Effluent pump station improvements
- Emergency generator improvements
- Belt filter press improvements
- Co-generation improvements
- Secondary sedimentation tank improvements
- Flow equalization basin improvements
- Aeration Basin blower control upgrade
- Collection system chemical addition facilities
- Early water quality warning system for Advanced Water Purification Facility (AWPF)
- Plant control system improvements

The Phase 2A final design services are as follows:

- Primary clarifier improvements
- Biotower demolition
- Interstage pump station improvements
- Aeration Basin blower control upgrade

The Phase 2A design services amount is \$2,912,393.

The City of Oxnard is working with the Master Plan Consultant on the overall implementation plan for funding and public interface of the OWTP Improvements. Thus, support for the following tasks is not included in this scope of services:

- Master planning
- Proposition 218 process
- Funding support

- Overall program CEQA compliance support
- Grant funding
- Interface with Regional Water Quality Control Board for Master Plan Project.
- Services related to contaminated soil/water or hazardous materials
- Regional Water Quality Control Board coordination and reporting
- Grant Management services

The Consultant anticipates the following conditions:

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons of hazardous materials in any form, at the Project Site.

0.0 PROJECT MANAGEMENT – RATE STUDY SUPPORT - NO CHANGE IN COST

Consultant will provide the following project management functions:

0.1.1 Prepare Project Plan

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants will be conducted by the Project Manager (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at the OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's staff will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT - NO CHANGE IN COST

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to fifteen (15) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

Improvements and upgrades may include some or all of the following areas:

- a. Headworks
- b. Primary Clarifiers
- c. Bio-towers Demolition
- d. Inter-stage Pump Station
- e. Activated Sludge Tanks and Blowers
- f. Secondary Clarifiers and Equipment
- g. Equalization Tanks and Equipment
- h. Effluent Pump Station
- i. Gravity Thickeners
- j. Dissolved Air Flotation Thickeners
- k. Digesters
- l. Belt Filter Presses
- m. Cogeneration Units
- n. New Standby Generators
- o. Plant Motor Control Center (MCC)
- p. Plant-wide Utilities Upgrades
- q. Supervisory Control and Data Acquisition (SCADA) System Upgrades

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A technical memorandum describing the analysis and recommendations will be prepared.

➤ Deliverables:

- Draft Investigations Technical Memorandum
- Final Investigations Technical Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge.

➤ Deliverables:

- Draft Conceptual Plan Technical Memorandum
- Conceptual Plan Review Workshop Minutes
- Final Conceptual Plan Technical Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Level. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

➤ Deliverables:

- Draft and Final Construction Cost Estimates.
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

➤ Deliverables:

- Draft Presentation Materials in PowerPoint and PDF format
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and coordination

2.0 PROJECT MANAGEMENT – PRELIMINARY AND FINAL DESIGN – INCREASE OF \$330,171

Consultant will provide the following project management tasks during each Phase of the project.

PHASE 2A - PROJECT MANAGEMENT. This includes project management for the phase 2A projects in accordance with the requirements below.

PHASE 2B - PROJECT MANAGEMENT (NOT AUTHORIZED). This includes project management for the phase 2B projects in accordance with the requirements below.

2.1.1 Prepare Project Charter

Includes facilitation of a kick-off meeting and project charter development. Attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for the following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager.

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Consultant's Project Managers, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at the OWTP through delivery of the final preliminary design report, and through completion of design of the OWTP interim improvements projects and the collection system chemical addition and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

2.2.3 Technical Workshops

The Consultant will lead monthly technical memorandum review Workshops (up to a total of 4 during the immediate needs preliminary design effort). Draft technical memoranda will be issued prior to the meetings. The consultant will receive City comments on all the draft preliminary design technical memoranda. Subsequent to these Workshops, Consultant will prepare Final technical memoranda which incorporate City comments received.

3.0 PRELIMINARY INVESTIGATIONS – INCREASE OF \$215,626

The consultant will perform the following investigations prior to preliminary design of the interim improvement projects.

3.1 DATA REVIEW AND SITE INVESTIGATIONS

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure following notice to proceed.

Data review is broken down for the two design phases, including:

3.1.1 Phase 2A - Data Review

This task includes Data for the Phase 2A projects in accordance with the requirements above.

3.1.2 Phase 2B - Data Review (Not Authorized)

This task includes Data Review for the Phase 2B projects in accordance with the requirements above.

3.2 COORDINATE WITH ENERGY COALITION

Consultant will coordinate with the City's energy consultant to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting the City's energy consultant to key meetings, providing and sharing information requested, and responding to their comments during planning, preliminary, and early in detailed design.

3.2.1 Phase 2A - Coordination with the City's Energy Consultant

Coordinate with the City's energy consultant for the phase 2A projects in accordance with the requirements above.

3.2.2 Phase 2B - Coordination with the City's Energy Consultant (Not Authorized)

Coordinate with the City's energy consultant for the phase 2B projects in accordance with the requirements above.

3.3 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. The coordination effort will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Technical support on alternatives and cost analysis
- Coordination on the final rate study and final project list for interim improvements

3.4 FIELD SURVEY

If required, consultant will provide an aerial topographic survey of the entire treatment facility areas, supplemented by ground surveys. Furthermore, design level surveys will be performed at Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility to facilitate design of the chemical addition facilities at these sites.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datum in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal. Note, for cost control reasons, not all pipes and features at the facility are intended to be located by field survey at this time (although they will be depicted in the aerial mapping). Field surveys will include the areas listed above and the street corridor along Perkins Road. Additional data will be located by specific direction under the "field allowance" allocated (3 field days). The Consultant anticipates no internal surveys of tanks/structures.
- Perform field survey to locate visible surface features at the four offsite facilities previously noted.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables (electronic): Consultant will provide electronic AutoCAD drawing files. Consultant will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 22" x 34" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only.

Digital Orthophotography

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown. The offsite subsurface utility compilation will be combined with surface utility features made by field survey to depict the best estimation of location. Consultant cannot warrant the exact location, size or capacity of subsurface utilities and will only depict what is reported to us by the utility providers. Consultant will contact Underground Service Alert (USA) for marking lines prior to the field survey.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The Subsurface Investigation will seek to identify the underground conditions in the areas south of the Secondary Treatment Basins, around the Primary Clarifiers and Bio-towers. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included.

3.4.1 Phase 2A Field Survey

Provide limited ground field topographic and utility survey and as-built information for the Phase 2A projects in accordance with the requirements above. Surveys shall include interior and exterior as-built surveys where needed to prepare final design documents. No aerial surveys will be performed in Phase 2A.

3.4.2 Phase 2B Field Survey (Not Authorized)

Provide aerial and ground field surveys and as-built information for the Phase 2B projects in accordance with the requirements above.

3.5 ARC FLASH STUDY (NOT AUTHORIZED)

Consultant will perform an arc flash study for the following buildings prior to preliminary design of the immediate needs improvement projects:

- a. Motor Control Centers (MCC)
- b. Main Switchgear Building
- c. Co-generation Building
- d. 16KV Switchgear
- e. North Area Electrical Building
- f. Headworks Electrical Room

The results of this study will be used to identify the required electrical upgrades to these buildings.

3.6 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria for up to 5 sites and includes the following:

- After visiting the site to mark points of exploration with facility staff, and notifying Underground Service Alert, Consultant will explore the subsurface conditions and materials by drilling approximately 12 10-foot deep geotechnical borings, 10 cone penetrometer test (CPT) soundings, and 10 environmental/geotechnical borings.
- A total of 12 50-foot deep borings will be drilled using a mud rotary system at the proposed project sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing. Consultant will utilize the mud rotary system to serve as a tremie to backfill the holes with slurry and/or bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-

hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to be hazardous.)

- A total of 10 CPT soundings will be advanced at the project sites to provide additional data for use in analyzing the liquefaction potential and settlement concerns with respect to subsurface soils. The soundings are planned to be advanced to depths ranging from 50 to 120 feet. The soundings will be backfilled with bentonite.
- 10 borings for use in both environmental and geotechnical analyses would be advanced to depths ranging from 10 to 25 feet. Standard environmental testing protocols would be followed, and a licensed C57 drilling operator would be utilized to advance the borings. As the borings are advanced, environmental services would include screening of soil samples with a Photo Ionization Detector (PID), as per the RFP. The hollow-stem auger will be used as a tremie to backfill the borings with slurry and bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to exceed action limits.)
- Because of shallow groundwater conditions, and the seismicity of the region, the Consultants will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.
- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations. Environmental testing will include Total Petroleum Hydrocarbon (TPH) and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) evaluations for samples where field PID readings equaled or exceeded 45 ppm. For the purposes of this proposal, the Consultant anticipates that five samples will need to be tested from each environmental boring in accordance with EPA procedures 8015 and 8020.
- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.
- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include:

criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

3.6.1 Phase 2A Geotechnical Report and Seismic Response Spectra

Provide limited geotechnical investigations for the phase 2A projects as needed to develop detailed design for these projects, in accordance with the requirements above.

3.6.2 Phase 2B Geotechnical Report and Seismic Response Spectra (Not Authorized)

Provide Geotechnical Report and Seismic Response Spectra for the phase 2B projects in accordance with the requirements above.

3.7 OWTP BIO-SOLIDS DISPOSAL/REUSE OVERVIEW STUDY (NOT AUTHORIZED)

The City of Oxnard currently disposes of dewatered anaerobically digested sludge that is produced from the Oxnard Wastewater Treatment Plant (OWTP) at the TOLAND ROAD LANDFILL BIOSOLIDS FACILITY under a contract with the Ventura Regional Sanitation District (VRSD). The City/VRSD contract which was signed on April 22, 2008 terminates on June 30, 2018 and there are no provisions in the contract to extend the contract beyond the June 30, 2018 termination date.

3.7.1 Overview of Class “A” Biosolids Options

Identify options that the City should consider for further detailed evaluation and development. Review the November 2000 *OWTP Final Biosolids Management Report* that was produced by Malcolm Pirnie, Inc. This “high level” review will focus on current feasibility of options presented in the subject report and a limited review of facilities that can be readily identified where these options are currently being used.

Conduct a limited review of biosolids disposal strategies being employed by other agencies in Southern California. This review will be limited to telephone discussions with the Los Angeles County Sanitation Districts, the City of Los Angeles and the Orange County Sanitation Districts.

3.7.2 Technical Memorandum – Overview of Class “A” Biosolids Options

Prepare a draft technical memorandum that will summarize the efforts, findings and conclusions generated under Task 3.7.5.

Following review by the City, prepare 5 copies of final technical memorandum within two (2) weeks of receipt of comments.

3.7.3 Overview of Combined Sludge/Solid Waste Gasification Technologies

In association with the City’s Solid Waste Master Plan Consultant, conduct “high level” overview of technologies available for combined sludge/solid waste gasification and a “high level” overview of case histories in the United States where this technology has been evaluated, implemented and in operation on combined wastewater treatment plant sludge and solid waste.

The focus of this overview will be:

- Definition of proven available technologies with schematics and photos.
- Summary of “design” criteria for “in-development” and/or operating facilities relative to dewatered sludge pre-treatment requirements and required sludge characteristics; solid waste pre-treatment requirements; and ratios of sludge and solid waste on both a volume and tonnage basis; power requirements; and power generation per unit volume or tonnage of combined sludge/solid waste processed.
- Summary of “high level” construction costs and capital costs for “in-development” and/or operating facilities.
- Summary of “high level” O&M costs with breakdowns of cost items included in the O&M costs.
- Summary of permitting requirements for implementation of a sludge/solid waste gasification project.
- Summary of project issues related to regulatory approvals, construction, operation and maintenance, and meeting anticipated power generation estimates.

3.7.4 Technical Memorandum

This technical memorandum will summarize the efforts, findings and conclusions generated under this Task.

Following review by the City, prepare 5 copies of final technical memorandum within two (2) weeks of receipt of comments.

3.7.5 OWTP Biosolids Disposal /Reuse Overview Study Report

Prepare and submit the subject report to the City. The report will provide an Executive Summary of the technical memoranda produced and copies of the technical memoranda.

4.0 PERMITTING - INCREASE OF \$110,000

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks, Advanced Water Purification Facility (AWPF), and Materials Recycling Facility (MRF). The SWPPP will be prepared to comply with the requirements of the State of California’s new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the current SWPPP is not in compliance with the Ventura County Municipal Separate Storm Sewer System (MS4) permit.

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The City has also taken over operation of the Materials Recovery Facility (MRF) and will need to update the storm water documentation for this facility.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility’s operations to verify applicability of the Industrial General

Permit (IGP) to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 4.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks, AWWP, and MRF to collect information needed to prepare the SWPPP and prepare detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, and which portion is discharged directly to a detention basin without treatment. The Consultant anticipates that City staff will provide a storm drain system map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Hydrologic Analysis

For the OWTP, the Consultant will review site hydrology and perform additional calculations to develop the Storm Water drainage map for the site. Additional requirements will include site survey and review of existing drainage structures. Analysis will be as required to comply with the requirements of the stormwater permits associated with the site.

4.1.4 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks, AWPf, and MRF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping
- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

➤ Deliverables:

- Draft SWPPP and Site Map.
- Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.5 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

➤ Deliverables:

- Final SWPPP and Site Map.

4.1.6 Permit Application Support

The Consultant will provide support to the City's staff to complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

4.2 CEQA COMPLIANCE (NOT AUTHORIZED)

Under this phase of the Contract, the Consultant will provide technical data and information for the program EIR being prepared by the City and its Environmental Consultant to satisfy Proposition 218 requirements. The Consultant will provide technical support for the Environmental Consultant in the preparation of this document. To this end the Consultant is allocating 300 hours of support for coordinating with the Environmental Consultant.

Included in these hours is providing environmental permitting for the collection system chemical systems. The Consultant anticipates these facilities will fall within a Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301).

5.0 RIGHT OF WAY ACQUISITION SERVICES (FUTURE AUTHORIZATION)

6.0 DESIGN DEVELOPMENT – INCREASE OF \$2,256,596

6.1 PRELIMINARY DESIGN

Consultant will evaluate and perform preliminary design of the improvements identified in the approved facilities plan and determined in the rate study support efforts in Task 1. The analysis will determine sequencing and packaging of the elements into specific design and construction packages. The preliminary design will address:

- A. Treatment Process Improvements
- B. Site and Utilities Improvements.
- C. Emergency generator and main switchgear improvements.
- D. Collection system odor control facilities.

Consultant will perform pre-design investigations focusing on the condition of existing equipment and interim needs at the OWTP. The results will be summarized, with conclusions and recommendations resulting from the investigations, in a Pre-Design Technical Memorandum (TM) for each immediate needs facility or system. The Draft TMs will be submitted to the City for review and City review comments will be incorporated into Final TMs which will be incorporated into a Preliminary Design Report (PDR).

➤ Deliverables:

- Draft Pre-Design Investigations Technical Memoranda
- Final Pre-Design Investigations Technical Memoranda

6.1.1 Headworks Improvements

This task consists of evaluating improvements to the Headworks Area. Identified needs include:

- a. Headworks Area 'Below Cover' concrete and coating repairs
- b. Headworks Grit Dewatering Building odor control duct work air balancing improvements
- c. Headworks screenings conveyor enclosures and odor ventilation improvements
- d. Provide new influent pump seal/cooling water system
- e. Replace Headworks fiberglass (FRP) covers
- f. Modify or replace odor control stations and chemical feed stations
- g. Provide screen wall on the north and west sides of the Headworks property, running east to Perkins Road and south to the Railroad

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Identify equipment upgrade or replacement needs
- Document areas with corrosion or other degradation
- Evaluate corrosion in areas below channel covers
- Assess concrete rehabilitation options
- Assess viable coating systems for protection of structures experiencing corrosion
- Assess mounting support alternatives for FRP covers
- Document FRP cover replacement needs based on visual observation
- Assess viable cover alternatives to FRP
- Assess Odor Control System and identify any deficiencies
- Evaluate foul air extraction rate and recommended building air change rates
- Evaluate odor control system equipment and recommended upgrades or replacement
- Assess options to screen headworks facility from nearby residences
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

Assumptions:

- a. It is assumed that damage to existing concrete is non-structural and no structural analysis will be performed

6.1.2 Primary Clarifier Improvements

This task consists of evaluating Primary Clarifier (PC) improvement needs. Initial assessment of the tanks during the rate study support efforts identified significant corrosion of internal mechanisms and ancillary equipment and a poor overall condition rating. Identified needs include:

- a. Replace corroded tank internal mechanisms
- b. Secure launders
- c. Replace access walkways
- d. Replace pumping equipment

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Assess observable extent of damage to internal mechanisms and ancillary equipment
- Assess condition of drive units
- Assess walkways and bridges
- Assess primary sludge and scum pumping equipment
- Document condition of existing PC tanks and equipment
- Evaluate improvement alternatives
- Recommend upgrade and/or replacement needs
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

Assumptions:

- a. It is assumed that no structural analysis will be performed.

6.1.3 Bio-towers Demolition

Based on the condition assessment and seismic evaluation conducted during the Master Plan project, the Bio-towers have been found in a poor condition and are recommended for demolition. This task includes preliminary design for demolition of the Bio-towers and appurtenances and relocation of utilities. Identified needs include:

- a. Removal of Bio-towers and appurtenances
- b. Site regrading requirements
- c. Relocation of utilities

Specific preliminary design tasks consist of:

- Review plant operations
- Assess process impacts of bio-tower demolition
- Determine process upgrades required
- Assess structural impacts of bio-tower demolition
- Assess electrical impacts of bio-tower demolition
- Assess safety requirements associated with bio-tower removal
- Evaluate utility relocation requirements
- Evaluate site regrading requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.4 Inter-stage Pump Station Improvements

The inter-stage pump station is required to be reconfigured and modified after demolition of the Bio-towers. Additionally, based on the Public Works Integrated Master Plan (PWIMP) the pumps are nearing the end of their Evaluated Remaining Useful Life (EvRUL). This task includes preliminary design of inter-stage pump station upgrades. Identified needs include:

- a. Replace/refurbish inter-stage pumps
- b. Modify bio-tower recirculation pumps for service as backup inter-stage pumps
- c. Modification of inter-stage wet-well

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Evaluate condition of pumps and ancillary equipment
- Determine extent of equipment replacement and/or refurbishment
- Assess pump station and wet well reconfiguration requirements
- Assess pumping requirements for conveyance to secondary treatment
- Assess structural improvement requirements
- Assess electrical improvement requirements
- Assess process and utility upgrade requirements to repurpose recirculation pumps
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.5 Activated Sludge Tank (AST) Improvements

This task consists of evaluating improvements to the activated sludge tanks area. Major improvements include corrosion control, aeration efficiency improvements. Identified needs include:

- a. Replacement of Blowers and Diffusers
- b. Replacement of the handrail mounted walkway lights with corrosion resistant LED lights
- c. Rehabilitation of Activated Sludge Tanks Concrete
- d. Addition of Baffle Walls in ASTs

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Evaluate condition of equipment and expected remaining service life
- Assess process and utility upgrade requirements after bio-tower removal
- Evaluate aeration equipment upgrade or replacement requirements
- Evaluate ancillary equipment upgrade requirements
- Assess electrical improvement requirements
- Evaluate conversion of handrail mounted AST walkway lights to LED
- Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation necessary to extend the aeration tanks useful life and satisfy the seismic analysis requirements
- Review operational data for the activated sludge systems
- Determine the capacity of the activated sludge tanks (ASTs) and equipment
- Assess addition of baffle walls
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.6 Secondary Sedimentation Tank Improvements

This task consists of evaluating immediate improvements to the Secondary Sedimentation systems including ancillary equipment replacement. Identified needs include:

- a. Replacement of small equipment
- b. Replacement of skimmers, collectors, drives and Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) pumps
- c. Rehabilitation of secondary Sedimentation tanks structure/concrete

Specific preliminary design tasks consist of:

- Perform site visits by structural engineer and process engineer
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess ancillary/small equipment replacement or rehabilitation requirements
- Recommend improvements and phasing
- Review available as-built drawings and pertinent data provided. Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the secondary sedimentation tanks useful life and to satisfy seismic resistance design requirements
- Determine the observable extent of deterioration at secondary sedimentation tanks (SST) and equipment
- Evaluate SST skimmers, collectors, drives and RAS and WAS pumps and determine the required equipment rehabilitation and replacement
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.7 Effluent Pump Station Upgrades

This task consists of evaluation and pre-design of improvements to the Effluent Pump Station area consisting of concrete rehabilitation and equipment replacement. This task also includes replacement of the gravity pipeline check valves and evaluation and modifications to the effluent pump station power supply. Identified needs include:

- a. Replacement of effluent pumps
- b. Repair/replacement of gravity pipeline check valves
- c. Improvement of power supply redundancy/reliability
- d. Effluent pump station concrete rehab

Specific preliminary design tasks consist of:

- Perform site visits by structural engineer and process/mechanical engineer
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess equipment replacement or rehabilitation requirements
- Evaluate pump and wet well hydraulic capacity
- Evaluate pump redundancy requirements
- Assess electrical upgrade requirements
- Review available as-built drawings and pertinent data provided
- Review existing seismic and structural evaluation reports

- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the effluent pump station useful life and to satisfy seismic resistance design requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.8 Equalization Tanks Improvements

Consultant will evaluate and provide preliminary design of improvements to the Equalization (EQ) Tanks. Major improvements consist of the following:

- a. Replacement of small equipment
- b. Rehabilitation of tanks structure/concrete
- c. Improvements to connect EQ for AWWP Plant

Specific preliminary design tasks consist of:

- Site visit by structural engineer and process engineer
- Review available as-built drawings and pertinent data provided
- Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the equalization tanks useful life and to satisfy seismic resistance design requirements
- Recommend equipment replacement where deteriorated or at end of its useful life
- Assess process and utility upgrade requirements to transfer EQ effluent to AWWP
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.9 Gravity Thickener Improvements

This task consists of determining the requirements for rebuilding/rehabilitation of the Gravity Thickeners to meet the immediate needs of the OWWP. Identified needs include:

- a. Repair/replace leaking sections of the feed sludge manifold
- b. Install access walkways and maintenance platforms for roof mounted air handling units
- c. Replace top mounted air handling units, collector mechanisms, and launders
- d. Repair concrete surface degradation

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess equipment replacement or rehabilitation requirements
- Feed sludge manifold
- Top mounted air handling units
- Collector mechanisms
- Launders
- Assess and document concrete degradation
- Recommend structural repair of concrete surface deterioration
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.10 Dissolved Air Flotation (DAF) Thickener Improvements

This task consists of determining requirements for capacity, reliability, and safety improvements to DAF thickener systems and equipment. Identified needs include:

- a. Installation of permanent access stairs and platforms at DAF area
- b. Installation of containment structure around bulk polymer storage tank
- c. Replace DAF system air compressors with higher capacity units
- d. Upgrade the DAF polymer solution to re-establish the continuous batching system

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review DAF system operations
- Assess safety requirements and improvements
- Evaluate DAF system upgrade requirements
- Evaluate polymer storage area upgrade requirements
- Assess upsizing of air compressor system
- Evaluate polymer system upgrades to re-establish continuous batching operation
- Recommend upgrade and/or replacement needs
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.11 Anaerobic Digestion Improvements

This task consists of assessing the requirements for improvements to the anaerobic digestion facilities. Identified needs include:

- a. Addition of Dystor® cover to Digester 2
- b. Digester 2 heat exchanger replacement and interior coating repair
- c. Clean Digesters #1 and #3
- d. Digester 1 and 3 Heat Exchanger Replacement and Interior Coating Repair

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review anaerobic digestion system operations
- Assess tank cleaning requirements and sequencing
- Evaluate structural upgrades for Digester #2 cover replacement
- Assess condition and expected remaining useful life of:
 - Heat exchangers
 - Gas lance piping
 - Draft tube assemblies
- Evaluate equipment replacement and coating repair requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.12 Cogeneration Improvements

This task consists of evaluating improvements to the Cogeneration system. Identified needs include:

- a. Rehabilitation of Cogeneration engines. Review of procurement documents for three cogeneration units. The documents pertain to engine overhaul for the cogeneration engines.
- b. Co-Gen cooling water system modifications at chlorine contact tanks (CCT) includes:
 - Install new automatic strainer on 3WHP cooling water loop at CCT
 - Modify cooling water loop with loop extension into CCT

Specific preliminary design tasks consist of:

- Review co-gen procurement documents
- Review supplier co-gen engine overhaul proposals
- Recommend turnkey co-gen improvements
- Assess co-gen cooling water system modifications at CCTs:
 - Install new automatic basket strainer on 3WHP cooling water loop
 - Modify cooling loop piping with loop extension into CCT
- Document findings and recommendations
- Finalize recommendations and submit to City

6.1.13 Non-Potable Water (3WHP) Pump Station Improvements

This task consists of evaluating improvements to 3WHP Pump Station. Improvements include replacement of basket strainers, pumps and drives. Belt Filter Presses Rehab

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review 3WHP pump station system operations
- Evaluate equipment rehabilitation and replacement requirements:
 - Existing 3WHP pumping equipment
 - Replacement of manual basket strainer with automatic basket strainer
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

6.1.14 Belt Filter Press Improvements

Identified needs include:

- a. Rehabilitation of Belt Filter Presses. Review of procurement documents for refurbishment of belt filter press (BFP) and conveyor equipment. Review comments and recommendations will be provided.
- b. Refurbishment of BFP building roof and skylights to eliminate leaks
- c. Installation of non-skid epoxy floor coating at BFP building ground floor and BFPs
- d. Installation of permanent access stairs and platforms at BFP area polymer mixing tanks
- e. Replacement of "wet sprinkler" piping in the BFP building
- f. Upgrade of BFP polymer solution make up system to re-establish a continuous batching system

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review procurement document for overhaul of BFP and conveyor equipment
- Provide recommendations for turnkey BFP and conveyor improvements
- Assess building rehabilitation and wet sprinkler system piping replacement needs
- Review operations of existing polymer addition system
- Evaluate requirements to upgrade polymer system for continuous batching operation
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.15 Emergency Generator and Main Switchgear (SG) Improvements

This task consists of preliminary design for replacement of standby generators and upgrades to the main switchgear units. Consultant will review the Master Plan Consultant's Arc Flash study recommendations in development of the work. Identified improvements include:

- a. Replacement of standby Generators. The new emergency standby power facility will include electrical switchgear, circuit breakers, automatic transfer switch, self-contained generator, sound attenuating structure, integral fuel storage system, and interconnection with the cogeneration system. The standby power facility shall have sufficient capacity to power the entire Oxnard Wastewater Treatment Plant (OWTP) except for the Headworks.
- b. Main switchgear upgrades or replacement including shifting the load from 480V bus to 2400V bus. Refurbish the vaults identified as needing repair.

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available data and as-built documents if available
- Review the recent Arc Flash Study to develop the design as applicable in accordance with the Study's findings.
- Preliminary design for new emergency generators:
 - Review plant loads and requirements for backup power
 - Review existing switchgear for incorporation into upgraded system
 - Review automatic transfer switches for incorporation into upgraded system
 - Review transformers requirements for incorporation into upgraded system
 - Define requirements for new emergency power system
- Assess electrical, structural, process and safety requirements for demo of main SG
- Assess optimal location for new switchgear building
- Determine required sequencing for replacement of main switchgear
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16 Plant Wide Modifications

This task addresses the modifications that are required plant wide including the following:

6.1.16.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work

This task includes identification of plant wide mechanical, structural, and electrical upgrades and repairs associated with interim improvement needs. Specific tasks consist of:

- Develop a plan for required modifications to the existing utilities during the interim needs improvements such as fire alarms, lighting, auxiliary utilities, instrument replacement and chemical feed systems. Improvements will include replacement of corroded pipes, concrete repairs and coatings installation, upsizing certain utilities, and relocation or reconfiguration of utilities where needed
- Develop a plan for improvements to electrical systems including electrical vault repairs, concrete repairs and coating installation, and replacement of corroded conduit, wire and junction boxes
- Site/Civil work pertinent to the interim improvement needs
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16.2 SCADA System Upgrade

This task consists of determining the requirements for improvements to the SCADA system to improve control of the treatment processes. Preliminary design of this task is broken down into two tasks:

- a. Phase 2A SCADA System Upgrade:
 - This Task includes only the upgrade of Blowers Plant Logic Control (PLC) and SCADA
- b. Phase 2B SCADA System Upgrade
 - This Task includes plant wide SCADA upgrade excluding blowers

6.1.16.3 MCC replacement

Consultant will provide preliminary design for upgrade and replacement of MCCs at various locations as required for the interim improvements. Specific tasks consist of:

- Perform site visit
- Interview operations Staff
- Review available as-built drawings and pertinent data provided
- Review structural and arc flash study reports
- Determine the required MCC replacements or upgrades pertinent to the interim improvements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16.4 Early Warning System for Water Quality (Not Authorized)

Consultant will provide preliminary design of a system to identify potentially high sodium and chloride in the AWPf effluent. Consultant will investigate and identify a system for continuous monitoring of the influent to the OWTP as well as primary clarifier effluent. Consultant will perform the following:

- Review OWTP influent water quality data for sodium and chloride
- Conduct site visit of OWTP facility
- Review OWTP headworks facility drawings for potential monitoring equipment location
- Review OWTP inter-stage pump station and secondary treatment basins drawings for potential monitoring equipment location
- Review AWPf drawings for potential monitoring equipment location
- Identify recommended monitoring system
- Provide preliminary specifications for monitoring system equipment
- Provide concept drawings or sketches for installation of the monitoring equipment, including power and instrument requirements

Consultant will produce a Technical Memorandum that includes sketches, equipment model numbers, and directions for use by City during installation. Consultant will also provide support advisory services to City during installation of the system.

6.1.17 **Collection System Chemical Addition Facilities (Not Authorized)**

Based on the recent chemical addition preliminary testing to reduce odors generated from the City's collection system, the City has elected to install the following facilities:

- a. Magnesium Hydroxide Addition Facility at Hemlock and Victoria **(Not Authorized)**
- a. Magnesium Hydroxide Addition Facility at the Redwood Trunk **(Not Authorized)**
- b. Magnesium Hydroxide Addition Facility at the Central Trunk **(Not Authorized)**
- c. Magnesium Hydroxide Addition Facility at the Eastern Trunk **(Not Authorized)**

The chemical addition facilities will reduce significant odors generated from the City's Redwood, Central, and Eastern Trunk Sewers. The new chemical addition facilities will include a chemical storage tank, chemical metering pumps, a mechanical mixer, power and water to the facility, and other accessories and supporting facilities.

Consultant will verify existing conditions via site investigations (including geotechnical for each Lift Station Site and the Riverpark Development Site), review of existing as-built documents, and available geotechnical reports (the City will provide existing geotechnical reports for Blending Station No. 1 and the Solid Waste Transfer Station) and property parcel maps and right-of-ways. The task includes the survey effort needed to prepare the site civil design drawings. Consultant will undertake and complete preliminary design investigations and summarize the results, conclusions and recommendations in a Technical Memorandum (TM). The TM will be submitted to the City and Consultant will attend a review meeting with City to present recommendations and receive comments. Consultant will incorporate City comments in a final TM.

6.2 PRELIMINARY DESIGN REPORT

Consultant will undertake and complete all pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Preliminary Design Report.

At the completion of Preliminary Design subtasks, Consultant will prepare a Preliminary Design Report (PDR) with a summary of total improvements to be designed under the specific Phase (A or B), and a recommendation for construction phasing. The analysis will define the areas to be packaged for construction bidding.

Two PDRs will be prepared for the preliminary design of the authorized facilities. The PDR will include the following sections:

- 1. Introduction and Objectives**
- 1. Background and Design Criteria**
- 2. Immediate Needs Improvement Analysis** – Section will incorporate the findings of the Pre-Design TMs incorporating comments from the Pre-Design Workshops.
- 3. Improvement Projects Sequencing** – An overview of general upgrade priorities and sequencing will be provided with recommended construction packages that will provide the least disruption of plant operations throughout the construction period. The OWTP must maintain full operational capability during the immediate needs construction. Conflicts will be identified and mitigation measures proposed.
- 4. Recommended Projects** – Overall project recommendations will be provided, along with magnitude of project cost and implementation plan. Figures will be prepared where necessary to illustrate the proposed modifications.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager and Design Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Workshop will be held after Task 3 analyses. Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.
2. Intermediate Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.
3. Draft Preliminary Design Report (PDR) Review Workshop – Two weeks after delivery of the PDR, the Consultant will lead the PDR Review Workshop. The recommended final design packages, final design budget requirements, schedule, and opinions of probable improvement project cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final PDR that will serve as the basis for the final design of immediate needs improvements.

The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of the design packages.

6.2.1 Phase 2A - Preliminary Design Report:

Preliminary Design Report for the phase 2A projects in accordance with the requirements above.

➤ Deliverables Phase 2A:

- Phase 2A Draft Investigations Technical Memorandum
- Phase 2A Final Investigations Technical Memorandum Phase 2A

6.2.2 Phase 2B - Preliminary Design Report (Not Authorized):

Preliminary Design Report for the phase 2A projects in accordance with the requirements above.

➤ Deliverables Phase 2B:

- Phase 2B Draft Investigations Technical Memorandum
- Phase 2B Final Investigations Technical Memorandum

6.3 DETAILED DESIGN

After completion of the preliminary design, the City will decide which projects will advance into detailed design. This authorization will advance the City selected projects into detailed design.

The number of bid packages (maximum of 5 bid packages), drawings, and specifications to be prepared for the OWTP improvements will be determined during Preliminary Design.

Each Package will include Design Workshops, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review as defined below.

6.3.0 Project Coordination

6.3.0.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

1. 60% Design Submittal
2. 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➤ Deliverables:

- Meeting Agendas
- Meeting Minutes

6.3.0.2 Bid Documents (Plans and Specifications)

Following completion of the PDR documents, Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➤ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

6.3.0.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs at the 60 percent and FINAL completion stages.

➤ Deliverables:

- 60% Construction Cost Opinion.
- 90% Construction Cost Opinion.
- Final Construction Cost Opinion.

6.3.0.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for

submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.

- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➤ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

6.3.0.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required.

Consultant assumes a maximum of two submissions to City Plan Check will be required.

6.3.1 Headworks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.2 Primary Clarifier Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.3 Bio-towers Demolition

This task includes development of drawings for civil, demolition, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.4 Inter-stage Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.5 Activated Sludge Tanks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.6 Secondary Sedimentation Tanks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.7 Effluent Pump Station and Conveyance Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.8 Equalization Tanks Improvements

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.9 Gravity Thickeners Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.10 DAF Thickeners Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.11 Anaerobic Digestion Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, gas piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.12 Co-generation Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.13 3WHP Pump Station Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.14 Belt Filter Press Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.15 Emergency Generator and Main Switchgear Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.16 Plant Wide Modifications

This task includes development of drawings for civil, architectural, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, SCADA upgrades, and electrical elements. Technical specifications shall be prepared.

6.3.16.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work (Not Authorized)

This task includes detailed Design of plant wide mechanical, structural, and electrical upgrades and repairs associated with interim improvement needs.

6.3.16.2 SCADA System Upgrade

This task consists of detailed design for improvements to the SCADA system to improve control of the treatment processes. This task is planned as two tasks:

- c. Phase 2A SCADA System Upgrade:
 - This Task includes detailed design of the Blowers PLC and SCADA System improvements
- d. Phase 2B SCADA System Upgrade (**Not Authorized**):
 - This Task includes detailed design plant wide SCADA upgrade excluding blowers

6.3.16.3 MCC replacement (Not Authorized)

Consultant will provide detailed design for upgrade and replacement of MCCs at various locations as required for the interim improvements.

6.3.16.4 Early Warning System for Water Quality (Not Authorized)

Consultant will provide detailed design of a system to identify potentially high sodium and chloride in the AWPFF effluent.

6.3.17 Collection System Chemical Addition Facilities (Not authorized)

This task includes development of drawings for civil, architectural, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.0 PROCUREMENT ASSISTANCE (NOT AUTHORIZED)

Procurement Services are anticipated to cover the projects defined during the Preliminary Design phase services and include support for up to five bid packages.

7.1 BID SUPPORT SERVICES

7.1.1 Attend Pre-Bid Conference

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference.

7.1.2 Respond To Bidders and Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates two (2) addenda per construction package, if required.

7.1.3 Attend Bid Openings and Tabulate Bids

Consultant will attend one bid opening at the City, receive and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

8.0 POST DESIGN SERVICES (NOT AUTHORIZED)

Post design services for this Phase are anticipated to cover only the construction phase engineering services for the Collection System Chemical Addition Facilities.

8.1 CONSTRUCTION SUPPORT SERVICES

8.1.1 Conferences and Meetings

8.1.1.1 Preconstruction Conferences

Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Construction Manager, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

8.1.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings at the City's project site for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed.

8.1.2 Change Orders

Consultant will support City's Construction Manager (CM) in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants.

8.1.3 Requests for Information (RFI)

Review, coordinate with the CM, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

8.1.4 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the CM and distribution to the Contractor and City.

8.1.5 Oversight and Coordination of Contractor Startup / Testing For All Construction Packages

Consultant will provide oversight of the contractor's startup and testing of the new facilities for all construction packages. Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for approximately 6 months of the 18 month estimated construction duration.

9.0 CONSTRUCTION ADMINISTRATION AND MANAGEMENT (NOT AUTHORIZED)

The Construction Manager (CM) and Field staff will be mobilized to the project site once construction is ready to begin. The CM and field staff will be based on site at the Oxnard WWTP. The CM will implement the record-keeping documentation and contract administration system developed during the pre-construction phase. Consultant will be the City's focal point (agent) for correspondence related to the construction phase of the project.

Consultant will provide on-site Construction Manager, Resident Engineer, Technical Support, and Clerical staff.

9.1 PRECONSTRUCTION CONFERENCES

Conduct pre-construction conferences for each construction package with the City, the design engineers, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The CM will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The CM will review the Contractor's construction schedule for the project. The CM will review appropriate protocols and procedures detailed in the construction documentation. CM will prepare meeting minutes for the pre-construction meetings.

9.2 WEEKLY PROGRESS MEETINGS

Conduct weekly progress meetings at the City's project site for each construction package with the Contractor, permit agencies (if applicable), and the design representatives when/as needed. The principal purpose of the project coordination meetings will be to discuss the following:

- Review progress and work planned for the next week.
- Review progress of critical path schedule items (e.g., status of long lead time items).
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.

CM will plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda. CM will prepare distribute meeting summaries which include action items, summary of discussions, and identify the time and date of the next meeting.

9.3 SCHEDULING

Review the Contractor's schedule for each construction package on a monthly basis to verify that the projects are being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

CM's major tasks associated with the overall schedule requirements will be to perform the following:

- Review the Contractor's schedule to determine that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect potential delays.
- When appropriate, review the Contractor's plan for implementation of remedial measures to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments

9.4 CONSTRUCTION ADMINISTRATION

Process Contractors' correspondence and maintain a set of contract files for each construction package per contract documents and City standards. Issues requiring technical input will be forwarded to the City and the design engineers.

9.5 MONTHLY PROGRESS PAYMENTS AND REPORTS

Review Contractors' monthly progress payment requests, construction contract records, and reports specified to be submitted for compliance with contract documents for each construction package. Compile recommendations and forward to the City each month. Maintain a current estimate of overall construction cost for each construction package.

9.6 CHANGE ORDERS

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. CM's investigation will include an opinion as to the impacts on the construction package's schedule and budget, and will include a recommendation for action.

CM will perform the following tasks:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Assess the impacts of the proposed change on the package Contractor's schedule and operations.
- Prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a separate change order log for each construction package as a means to

- track change order proposals through the review and approval process.
- Establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

9.7 REQUESTS FOR INFORMATION (RFI)

Review, coordinate with the design engineers and respond to (up to 500) Contractor's Requests for Information (RFI), 100 for each construction package. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

9.8 SUBMITTALS

Receive from each construction package Contractor the required sets of specified submittals. Coordinate the review of the submittals with the design engineers. Consultant will maintain a log to manage shop drawings. The submittal review process will determine the following:

- All short-term look-ahead schedules containing critical submittal dates reflect the same dates in the logs.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

After completion of the review, CM will return submittal to the Contractor and forward a copy to the City.

It is anticipated that the City, in addition to the Engineer's review, will review submittals related to worker safety protection, excavation plans, falsework plans, traffic control, trenchless methodologies, and dewatering plans prepared by the Contractor.

9.9 UTILITIES COORDINATION

Act as a liaison between the City and representatives of utility agencies. Assist the City with coordination of utility agencies during construction. All utility fees are to be paid by Contractor and/or City. The Contractor has the primary responsibility for coordinating the work with the utility agencies.

9.10 FIELD OBSERVATION

Implement observation guidelines for monitoring the Contractors' work. Conduct field observations and prepare documentation (daily reports) of construction tasks for general compliance with the Contract documents.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor for each construction package has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the

Contractors' general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

9.11 PUNCH LIST

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review for each construction package with the City and the design engineer. Submit a recommendation for project acceptance after receiving the design engineer's concurrence.

9.12 RECORD DRAWINGS

CM will maintain a set of as-built drawings for each construction package during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Engineer for processing.

9.13 MATERIALS TESTING SERVICES AND SPECIALTY INSPECTIONS

CM will coordinate special inspection and testing with our materials inspection and testing sub consultant. Consultant will schedule, coordinate and monitor the compliance with the specified tests and frequency. Consultant will review the results of all materials testing inspections and will then make recommendations for acceptance of work or notify the Contractor of deficiencies. If deficiencies are discovered, CM will coordinate with the required project participants to determine an appropriate method for remediation and monitor actions taken to correct the deficient work. Consultant's subconsultant will provide the following:

- Provide Daily Inspection.
- Provide soil, compaction and laboratory testing.
- Provide concrete testing.
- Provide asphalt testing.

9.14 OVERSIGHT AND COORDINATION OF CONTRACTOR STARTUP / TESTING FOR CONSTRUCTION PACKAGES

Consultant will provide oversight of the contractor's startup and testing of the new facilities.

9.15 LABOR COMPLIANCE

Consultant will employ a State-certified sub consultant to provide a Labor Compliance Program to monitor the Contractor's labor compliance, which includes the following:

- Pre-Job Conference. Conduct a pre-job conference with the Contractor and subcontractors listed in the bid before commencement of the work. Labor compliance requirements will be discussed and copies of the suggested reporting forms furnished. Records of the conferences will be kept on file.
- Monthly Audit of Contractor Certified Payroll. Review certified payrolls submitted by the Contractor and his subcontractors to verify compliance with the requirements of prevailing wage. Monitor that Apprenticeship requirements are being met.

- Monthly On-Site Interview. Conduct random on-site Contractor employee interviews on a monthly basis as required by the Labor Compliance Program.
- Violation Enforcement and Recommendations. Communicate potential violations to City and provide recommended action.
- Annual Reporting to the Department of Industrial Relations (DIR). Compile and submit a summary report to the DIR. The report will be submitted annually during construction and at the conclusion of the project.

10.0 PROJECT CLOSEOUT (NOT AUTHORIZED)

10.1 POST CONSTRUCTION SERVICES

10.1.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance after design engineer's concurrence.

10.1.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

10.1.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

11.0 NEW FACILITY CONCEPTUAL DESIGN SERVICES (NOT AUTHORIZED)

11.1 PERMITTING SERVICES – TO BE DETERMINED

11.2 ENVIRONMENTAL SERVICES – TO BE DETERMINED

11.3 SITE ACQUISITION SERVICES – TO BE DETERMINED

11.4 CONCEPTUAL DESIGN SERVICES – TO BE DETERMINED

Exhibit B 1
Schedule

Task	Sub Task	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
2	Project Management									
2.1	Project Management									
2.2	Meetings and Workshops									
3	Preliminary Investigations	X	X	X	X	X	X	X	X	X
3.1	Data Review and Site Investigations									
3.2	Coordinate With Master Plan Consultant									
3.3	Coordinate With Energy Coalition									
3.4	Field Survey									
3.6	Geotechnical									
4	Permitting Phase 1 Facilities									
4.1	Storm Water Permitting									
6.1	Preliminary Design									
6.1.1	Headworks Improvements									
6.1.2	Replace Primary Clarifier Equipment									
6.1.3	Bio-Tower Demolition									
6.1.4	Inter-Stage Pump Station Improvements									
6.1.5	Activated Sludge Tanks Improvements									
6.1.6	Secondary Sedimentation Tanks Improvements									
6.1.7	Effluent Pump Station Improvements									
6.1.8	Flow Equalization (EQ) Basin Improvements									
6.1.9	Gravity Thickeners Improvements									
6.1.10	DAF Thickeners Improvements									
6.1.11	Anaerobic Digestion Improvements									
6.1.12	Cogeneration Improvements									
6.1.13	3WHP Pump Station Improvements									
6.1.14	Belt Filter Press Improvements									
6.1.15	Emergency Generator and Main Switchgear Improvements									
6.1.16	Plant Wide Improvements									
6.1.16.2	SCADA System Upgrade									
6.2	Preliminary Design Report									
6.3	Final Design									
6.3.2	Replace Primary Clarifier Equipment									
6.3.3	Bio-Tower Demolition									
6.3.4	Inter-Stage Pump Station Improvements									
6.3.16.2	SCADA System Upgrade									

Exhibit C-1 Cost of Services

Task	Description	Phase 1 Hours (hr)	Phase 1 Total Cost (\$)	Phase 2A Hours (hr)	Revised Phase 2A Total Cost (\$)	Phase 2B Total Cost (\$)	Future Phases Total Cost (\$)
0	Project Management - Rate Study Support	356	\$ 68,377				
1	Conceptual Plan and Rate Study Support	819	\$ 150,097				
2	Project Management						
2.1	Project Management			1,109	\$ 250,042	\$ 468,021	
2.2	Meetings and Workshops			379	\$ 80,129	\$ 131,979	
3	Preliminary Investigations						
3.1	Data Review and Site Investigations			361	\$ 59,826	\$ 20,000	
3.2	Coordinate With Master Plan Consultant			55	\$ 10,000	\$ -	
3.3	Coordinate With Energy Coalition			99	\$ 20,000	\$ 20,000	
3.4	Field Survey			89	\$ 70,000	\$ 93,069	
3.5	ARC Flash Studies					\$ 88,371	
3.6	Geotechnical			380	\$ 55,800	\$ 63,072	
3.7	OWTP Bio-Solids Disposal/Reuse Overview Study					\$ 40,000	
4	Permitting Phase 1 Facilities						
4.1	Storm Water Permitting						
a.	Headworks			64	\$ 8,000		
b.	Advanced Water Purification Facility (AWPF)			60	\$ 5,000		
c.	Material Recycling Facility (MRF)			60	\$ 5,000		
d.	Oxnard Wastewater Treatment Plant (OWTP)			646	\$ 92,000		
4.2	CEQA Compliance					\$ 85,498	
5	Right Of Way Acquisition Services						
6	Design Development						
6.1	Preliminary Design						
6.1.1	Headworks Improvements			367	\$ 58,772		
6.1.2	Replace Primary Clarifier Equipment			670	\$ 98,256		
6.1.3	Bio-Tower Demolition			440	\$ 68,042		
6.1.4	Inter-Stage Pump Station Improvements			435	\$ 63,736		
6.1.5	Activated Sludge Tanks Improvements			956	\$ 138,641		
6.1.6	Secondary Sedimentation Tanks Improvements			826	\$ 125,378		
6.1.7	Effluent Pump Station Improvements			1,070	\$ 163,864		
6.1.8	Flow Equalization (EQ) Basin Improvements			522	\$ 85,058		
6.1.9	Gravity Thickeners Improvements			340	\$ 50,292		
6.1.10	Dissolved Air Flotation (DAF) Thickeners Improvements			391	\$ 54,819		
6.1.11	Anaerobic Digestion Improvements			812	\$ 128,113		
6.1.12	Cogeneration Improvements			55	\$ 10,121		
6.1.13	3WHP Pump Station Improvements			176	\$ 27,780	\$ -	
6.1.14	Belt Filter Press Improvements			58	\$ 12,000	\$ 38,009	
6.1.15	Emergency Generator and Main Switchgear Improvements			1,076	\$ 192,493	\$ -	
6.1.16	Plant Wide Improvements					\$ 14,517	
6.1.17	Utilities, Paving, Site Civil Work, Site Electrical					\$ -	
6.1.18	SCADA System Upgrade			488	\$ 83,544	\$ 61,107	
6.1.19	MCC Replacements					\$ 61,107	
6.1.20	Early Water Quality Warning System						
6.1.21	Collection System Chemical Addition Facilities					\$ 33,475	
a.	Redwood Trunk					\$ 33,475	
b.	Hemlock & Victoria					\$ 33,475	
c.	Central Trunk					\$ 33,475	
d.	Eastern Trunk					\$ 33,475	
6.2	Preliminary Design Report			901	\$ 146,643	\$ 24,063	
6.3	Final Design						
6.3.1	Headworks Improvements					\$ 460,000	
6.3.2	Replace Primary Clarifier Equipment			1,211	\$ 176,024		
6.3.3	Bio-Tower Demolition			1,939	\$ 300,000		
6.3.4	Inter-Stage Pump Station Improvements			1,244	\$ 186,310		
6.3.5	Activated Sludge Tanks Improvements					\$ 895,000	
6.3.6	Secondary Sedimentation Tanks Improvements					\$ 1,300,000	
6.3.7	Effluent Pump Station Improvements					\$ 385,646	
6.3.8	Flow Equalization (EQ) Basin Improvements					\$ 450,000	
6.3.9	Gravity Thickeners Improvements					\$ 100,000	
6.3.10	Dissolved Air Flotation (DAF) Thickeners Improvements					\$ 100,000	
6.3.11	Anaerobic Digestion Improvements					\$ 1,350,000	
6.3.12	Cogeneration Improvements					\$ 60,000	
6.3.13	3WHP Pump Station Improvements					\$ 150,000	
6.3.14	Belt Filter Press Improvements					\$ 135,000	
6.3.15	Emergency Generators and Main Switchgear Replacement					\$ 1,100,000	
6.3.16	Plant Wide Improvements					\$ 1,000,000	
6.3.17	Utilities, Paving, Site Civil Work, Site Electrical					\$ 613,290	
6.3.18	SCADA System Upgrade			514	\$ 86,710	\$ 200,000	
6.3.19	MCC Replacements					\$ 200,000	
6.3.20	Collection System Chemical Addition Facilities					\$ 156,028	
a.	Redwood Trunk					\$ 28,621	
b.	Hemlock & Victoria					\$ 105,942	
c.	Central Trunk					\$ 105,942	
d.	Eastern Trunk					\$ 105,942	
7	Procurement Assistance						\$ 300,000
7.1	Collection System Chemical Addition					\$ 33,464	
8	Post Design Services						\$ 25,000,000
8.1	Collection System Chemical Addition					\$ 129,167	
9	Construction Administration And Management						
10	Project Closeout						\$ 250,000
11	New Facility Conceptual Design						
11.1	Permitting Services						
11.2	Environmental Services						
11.3	Site Acquisition Services					\$ 1,200,000	
11.4	Conceptual Design Services						
	Total	1175	\$216,475	17,793	\$ 2,912,393	\$ 11,339,706	\$ 25,550,000

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2016

Engineers, Planners, Architects, Scientists:

Technician	\$ 81.00 per hour
Engineer I/Specialist I	\$ 93.00 per hour
Engineer II/Specialist II	\$ 120.00 per hour
Engineer III/Specialist III	\$ 142.00 per hour
Engineer IV	\$ 158.00 per hour
Engineer V	\$ 180.00 per hour
Engineer VI	\$ 215.00 per hour
Engineer VII	\$ 235.00 per hour
Engineer VIII	\$ 255.00 per hour
Project Manager I	\$ 182.00 per hour
Project Manager II	\$ 203.00 per hour
Project Manager III	\$ 256.00 per hour
Project Manager IV	\$ 272.00 per hour
Principal	\$ 276.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 131.00 per hour
Senior Resident Project Representative	\$ 152.00 per hour
Resident Engineer	\$ 186.00 per hour
Construction Services Manager	\$ 245.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 81.00 per hour
Administrative Specialist	\$ 98.00 per hour
Drafter/CADD Technician	\$ 82.00 per hour
Assistant CADD Operator	\$ 102.00 per hour
Designer/CADD Operator	\$ 115.00 per hour
Senior Designer/Design CADD Operator	\$ 136.00 per hour
Design/CADD Supervisor	\$ 150.00 per hour

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%

Fee schedule is subject to change annually, upon mutual agreement. Rates for additional classifications not identified above will be submitted to the client for approval prior to work on a task order.

ATTACHMENT NO. 1
PAGE 41 OF 52



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2015

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

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

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: LosAngeles.CertRequest@Marsh.Com
06510-AECOM--15-16 Camari GLALP 06 2017

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

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

16535

INSURER B: National Union Fire Insurance Co. of Pittsburgh, PA

19445

INSURER C: Illinois Union Insurance Co

27960

INSURER D:

INSURER E:

INSURER F:

INSURED
AECOM Technical Services, Inc.
1220 Avenida Acaso
Camarillo, CA 93012

COVERAGES

CERTIFICATE NUMBER:

LOS-001881781-01

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			BE 7528547	04/01/2015	04/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 ""CLAIMS MADE""	10/08/2014	04/01/2016	Per Claim/Agg \$1,000,000 Defense Included

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

Re: City of Oxnard, Agreement No. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant.

Certificate holder is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Marsha Eubanks, Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

David Denihan

David Denihan

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POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

AECOM and Its Subsidiaries

Endorsement Effective Date:

04/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s):

Only those where required by written contract.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

ATTACHMENT NO. 1
PAGE 43 OF 52

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM and its Subsidiaries

Endorsement Effective Date:
04/01/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s): .
Only those where required by written contract

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ATTACHMENT NO. /
PAGE 44 OF 52

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Only those where required by written contract

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ATTACHMENT NO. 1
PAGE 45 OF 52

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

ATTACHMENT NO. 1
PAGE 46 OF 52

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

ATTACHMENT NO./
PAGE 47 OF 52

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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

ATTACHMENT NO. 1
PAGE 48 OF 52



CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

2/12/2016

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

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

PRODUCER Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1075642 AECOM AECOM Technical Services, Inc. 1220 Avenida Acaso Camarillo CA 93012	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: *** SEE ATTACHMENT *** 19429		A
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 13573083 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Notice of Cancellation applies per attached endorsement. Re: City of Oxnard Agreement No., 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER**CANCELLATION** See Attachments**13573083**City of Oxnard
Marsha Eubanks, Risk Manager
300 W. Third St., Ste. 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

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ACORD 101

Policy #	Issuing Company	State(s) Covered
0910710	Nat'l Union Fire Ins Co. - NAIC #19445	OH
014268016	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014268017	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014268019	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014268020	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV
014268021	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO
014268022	The Insurance Company of the State of Pennsylvania - NAIC #19429	NJ,PA
014268023	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014268024	The Insurance Company of the State of Pennsylvania - NAIC #19429	CA
014268025	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY,NC,NH,UT,VT
014268026	The Insurance Company of the State of Pennsylvania - NAIC #19429	AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
014268027	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK,AZ,VA
014268028	The Insurance Company of the State of Pennsylvania - NAIC #19429	NY
014268018	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA
014268029	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN
014268030	The Insurance Company of the State of Pennsylvania - NAIC #19429	TX

Miscellaneous Attachment: M503712
Master ID: 1075642, Certificate ID: 13573083

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2016 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

BLANKET WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement effective: 12:01 AM 1/1/2016 forms a part of Policy 014268024
No.

Issued to: AECOM
AECOM Technical Services, Inc.

By: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program _____
Manager: Thien Ng, P.E.

Date: April 5, 2016

Phone: 432-3575

Reason for Appropriation:

To fund first amendment to consulting agreement with AECOM Technical Services for phase 2A of the Wastewater Treatment Plant Improvements Design Project 136605 from existing appropriation of PLCs/LCPs Replacement Project 136607 and Upgrade Digester Replacement Project.

Accounts and Descriptions

AMOUNT

Fund: **Wastewater Treatment Fund (621)**

Expenditures/Transfers Out

CIP 136605 - Biotowers Rebuild

621-6202-842.82-09 Services - Other Professional/Contractor 407,854

CIP 136607 - PLCs/LCPs Replacement

621-6631-842.82-09 Services - Other Professional/Contractor (300,000)

CIP 916201 - Upgrade Digester Replacement

621-6715-822.86-04 CAPITAL OUTLAY / IMPROVE NOT BLDG-NEW (107,854)

Sub-total Expenditures 0

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 2
PAGE 1 OF 1

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Council
Business**

AGENDA ITEM NO.: *P-1*

DATE: April 5, 2016

TO: City Council

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

A handwritten signature in dark ink, appearing to be "G. Nyhoff", written over the "THROUGH:" line.

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Appointment of City Attorney and Approval of Employment Agreement

CONTACT: J. Tabin Cosio, Human Resources
Tabin.Cosio@oxnard.org, 385-7947

RECOMMENDATION

That City Council: 1) Appoint Stephen M. Fischer as City Attorney and approve and authorize the Mayor to execute an agreement (Agreement No. A-7880) with Mr. Fischer providing terms and conditions concerning his employment as the City Attorney; and 2) Adopt a Resolution appointing the City Attorney.

BACKGROUND

The City Council engaged in a process for the recruitment of a new City Attorney in 2015. The City Council has determined to negotiate through its labor negotiators with Stephen M. Fischer to develop terms and conditions of employment under which Mr. Fischer could be appointed as City Attorney, subject to approval of the Council at a regular meeting, after public comment. The attached agreement, when executed, will implement your Council's desire to appoint Mr. Fischer as City Attorney at an annual salary of \$205,000 with benefits as specified under the terms of his contract and provided pursuant to Resolution No. 14,883 establishing the rules for application of compensation and benefits for Unrepresented Executive, Mid-management and Confidential employees. The attached agreement provides for terms of employment and compensation negotiated with Mr. Fischer by the City's negotiator based upon direction provided by the City Council.

FINANCIAL IMPACT

Sufficient appropriations exist in the budget for the Office of the City Attorney to cover the costs associated with the recommended action.

ATTACHMENTS

- A – Employment Agreement No. A-7880
- B – Resolution Appointing City Attorney

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into in Ventura County, California by and between the City of Oxnard, California ("City") and Stephen M. Fischer ("Fischer").

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties and guidelines with respect to the position of City Attorney; and

WHEREAS, Fischer has served as Assistant City Attorney since February 17, 2009; and

WHEREAS, Fischer has served as Interim City Attorney since July 12, 2013; and

WHEREAS, the City Council desires to appoint Fischer as City Attorney; and

NOW, THEREFORE, City and Fischer agree as follows:

1. Term. The term of this Agreement shall begin effective April 09, 2016, and shall expire on April 08, 2019.

2. Scope of Services. The City Council appoints Fischer to serve as City Attorney. Fischer agrees to provide City with the legal services, advice, assistance, and management skills as may be required of the City Attorney by City Council, and to perform the functions and duties specified for the City Attorney in the Oxnard City Code.

3. Exclusive Employment by City. The employment provided for by this Agreement shall be Fischer's sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to City and the community, Fischer may elect, with the prior written approval of the City Council, to accept limited teaching opportunities with the understanding that such arrangements may not constitute interference with or a conflict of interest with his responsibilities under this Agreement.

4. Compliance with Laws. Fischer shall perform these services in accordance with all laws, ordinances and regulations applicable to these services.

5. Compensation.

A. Effective April 09, 2016 City agrees to compensate Fischer for his services at a base salary of \$205,000 per year.

B. City agrees to pay Fischer his base salary in twenty-six bi-weekly installments.

6. Vehicle Allowance. City agrees to pay to Fischer, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of four thousand

two hundred dollars (\$4,200) per year, payable in equal installments each pay period, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Fischer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Fischer at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this Section, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of the Oxnard City Hall.

7. Annual and Administrative Leave.

- A. Fischer shall accrue annual leave, which City provides to Top Management employees in lieu of sick leave and/or vacation leave, at the rate of two hundred (200) hours per year.
- B. Fischer shall on January 1 of each calendar year be credited with eighty (80) hours of administrative leave, forty (40) hours of which shall be credited upon assuming office.
- C. City agrees that by making requests during the time periods provided for all employees to request redemption of annual leave, Fischer may redeem up to a total of 60 hours of annual leave or reserve leave during each year of the term of this Agreement.

8. Retirement.

- A. During the term of this Agreement, City agrees that Fischer shall continue to be enrolled in the California Public Employees (PERS) Retirement System 2% at 55 Plan. Fischer shall pay five percent (5%) of PERSable wages toward the PERS employee contribution rate with the City paying the remaining two percent (2%) for a total of seven percent (7%). Upon City Council adoption of a resolution related to employee contributions for Council-appointed employees, Fischer shall commence paying the full seven percent (7%) of PERSable wages toward the PERS employee contribution rate. The City shall continue to pay 100% of "Employer's share" of PERS contributions on behalf of Fischer.
- B. Fischer shall also continue to participate in the Public Agency Retirement System ("PARS") Supplemental Retirement Plan. Fischer shall contribute 5% of base salary and City shall contribute the remaining 3%.
- C. City shall permit Fischer to participate in any City-sponsored deferred compensation program or 401(a) Plan, and City shall match Fischer's contribution to such deferred compensation program or 401(a) Plan up to three percent (3%) of Fischer's base salary.

9. Management Benefits. Fischer shall be entitled to the following benefits and rights afforded top management employees of City: holiday leave pay, bereavement leave, annual leave redemption upon separation from service, cafeteria plan, life, dental, and long-term disability insurance benefits, workers' compensation, any other insurance benefits, and participation in the City-sponsored management and confidential employee wellness program.
10. Regular Evaluations and Incentive Compensation. City agrees to conduct an evaluation of Fischer's performance on a regular basis. The evaluation shall be in accordance with criteria developed jointly by City Council and Fischer. City Council shall provide Fischer, upon request, with a summary written statement of the evaluation of the City Council and provide an adequate opportunity for Fischer to discuss his evaluation with City Council. City Council shall, in its sole discretion, grant one-time or ongoing increases to Fischer's base compensation at the time of such evaluation, provided that such compensation shall be approved by City Council by resolution in open session.
11. Other Terms and Conditions of Employment. The City Council, only upon agreement with Fischer, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Fischer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.
12. Reimbursement of Professional Expenses.
 - A. City agrees to budget and to pay for the professional dues and subscriptions of Fischer necessary for his participation in national, state and local bar associations and other professional organizations related to performance of Fischer's duties as City Attorney.
 - B. City agrees to budget for and to pay reasonable expenses of Fischer to attend professional meetings to pursue necessary functions related to his work for the City, including but not limited to the League of California Cities and such other national, state and local government-related associations and organizations.
 - C. City also agrees to budget for and to pay reasonable expenses of Fischer for courses, institutes and seminars related to the performance of his duties as City Attorney.
13. Indemnity. The City shall provide Fischer the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Attorney. This covenant shall survive the termination of this Agreement.

14. Leave of Absence with Pay. City may order Fischer on a leave of absence, not to exceed 90 working days, with full pay and benefits at any time during the term of this Agreement by action of a majority of the City Council.

15. Termination by City.

- A. The City Council may terminate this Agreement at any time for any reason or no reason by providing written notice to Fischer of the City Council's decision. Such termination shall be effective as of the date stated in the written notice.
- B. In the event of termination under this paragraph by the City Council, and except as provided in subsection D. below, City agrees to continue to pay Fischer his base salary and to provide Fischer his top management employee benefits, specified in paragraphs 7, 8, and 9 herein for a period of one hundred and twenty (120) days from the date of the notice of termination or until Fischer is employed in another position, whichever event occurs first (salary continuation period). During this one hundred and twenty (120) day period, at City Council's sole discretion, Fischer shall continue to perform the functions and duties of the position of City Attorney or Fischer may be placed on leave of absence from his position. During such leave of absence, Fischer shall not engage in outside employment. The salary continuation period specified above shall increase to one hundred and fifty days (150) on April 09, 2017 and one hundred and eighty (180) days on April 08, 2018.
- C.
 - (1) In the event that Fischer secures and is compensated for other employment with a greater base salary within the salary continuation period set forth in subparagraph B, City's obligation for any payments to Fischer shall cease as of the date Fischer begins such other employment.
 - (2) If, however, Fischer secures and is compensated for other employment with a lower base salary within the salary continuation period set forth in subparagraph B, City agrees that as of the date Fischer begins such other employment, City shall be obligated to pay to Fischer the difference between Fischer's base salary at that time as established by this Agreement and the base salary paid to Fischer from the other employment during any period remaining of the salary continuation period specified in subparagraph B.
 - (3) The payments pursuant to this section shall not exceed the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California

Government Code Section 53243.2, any lump severance payment paid to Fischer under this section shall be fully reimbursed by Fischer to the City if Fischer is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.

- D. In the event City terminates this Agreement because of an illegal act or an act involving moral turpitude or misconduct by Fischer, City shall have no obligation to pay the amount set forth in subparagraph B above.
16. Termination by Fischer. In consideration of the provisions of paragraph 15 of this Agreement, Fischer agrees to provide City with ninety (90) days advance written notice of his voluntary resignation unless such notice is waived by the City.
17. Ownership of Materials. Upon termination of this Agreement, Fischer agrees to deliver to City all materials and documents belonging to City.
18. Notices. Any notices to City may be delivered personally or by mail addressed to City Manager, City of Oxnard, 300 West Third Street, Oxnard, California 93030. Any notice to Fischer may be delivered personally or by mail addressed to Stephen Fischer, 300 West Third Street, Suite 300, Oxnard, California 93030.
19. Amendment. This Agreement may be amended only in writing signed by both City and Fischer.
20. General Provisions.
- A. Integration. City and Fischer 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. The parties by mutual written agreement may amend any provisions of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on the City and Fischer as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. Effective Date. This Agreement shall become effective on April 09, 2016.
- D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have

been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

- E. Ownership of Materials. All of Fischer's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.
- F. Non-Assignment. This Agreement is for professional and unique services of Fischer, which are personal to the City. This Agreement is not transferable or assignable by Fischer.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF OXNARD

STEPHEN M. FISCHER

Tim Flynn, Mayor

Stephen M. Fischer

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Jon Holtzman, Partner, Renne Sloan Holtzman Sakai

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPOINTING CITY ATTORNEY

WHEREAS, the City Council has conducted an extensive recruitment for the position of City Attorney which was open to all qualified applicants; and

WHEREAS, after extensive consideration of the qualifications of several candidates the City Council has determined that Stephen M. Fischer is the best qualified candidate and should be appointed to the position of City Attorney;

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

Stephen M. Fischer is hereby appointed to the position of City Attorney of the City of Oxnard upon the terms and conditions set forth in the City Attorney's Employment Agreement attached hereto.

BE IT FURTHER RESOLVED that the Mayor of the City of Oxnard is hereby authorized to execute the Employment Agreement on behalf of the City of Oxnard.

PASSED AND ADOPTED THIS _____ day of _____, 2016, by the following vote:

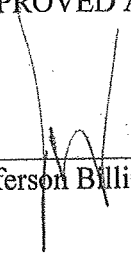
AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED AS TO FORM:


Jefferson Billingsley, Deputy City Attorney

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

ATTACHMENT B
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