

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
* OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY
Regular Meeting
Council Chambers, 305 West Third Street
July 19, 2016
4:30 P.M. – Closed Session
5:00 P.M. – Appointment Item
6:00 P.M. – Regular Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - 4:30 P.M. (Please See Page 5 for a Description of Closed Session Items)

D. APPOINTMENT ITEM - 5:00 P.M.

1. SUBJECT: Presentation About the Single Audit Report, Internal Control and Compliance Report and Other Required Communications for Fiscal Year 2014-15 by Eden Casareno and Associates from Eadie + Payne, LLP. (20/30)

RECOMMENDATION: Receive presentation of the Single Audit Report, Internal Control and Compliance Report and other required communications for Fiscal Year 2014-15.

Legislative Body: CC

Contact: Dave Millican

Phone: 385-7475

E. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the Ventura County Fair Poster.

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

City of Oxnard internet address: www.oxnard.org.

G. 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.

H. 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.

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS**J. 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.

K. 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.

L. INFORMATION CONSENT AGENDA**City Manager Department****1. SUBJECT: Agreements for City Council Review**

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Cultural and Community Service Department**2. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging (VCAAA) for FY2016-2017**

RECOMMENDATION: That City Council: 1) Authorize the City Manager or designee to execute Ventura County Area Agency on Aging Grant Contract No. A-7890 for the Provision of Services (Senior Nutrition Program) ("Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Chief Financial Officer or designee to submit financial reports, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds; and 2) Approve a special budget appropriation to recognize the Senior Nutrition grant award in the amount of \$104,513 and program donations in the amount of \$14,000 for the FY 2016-2017 Senior Nutrition Program.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

Development Services Department

3. SUBJECT: Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) Wagon Wheel "Village" Specific Plan. Filed by Doug Brooks, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.

RECOMMENDATION: That the Community Development Commission Successor Agency and City Council adopt a resolution approving Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) for a 46.25 acre property located south of the Ventura Freeway (Highway 101), west of Oxnard Boulevard, north of the Union Pacific Railroad (UPRR) and El Rio Drain, and east of the North Ventura Road and the Santa Clara River, subject to certain findings and conditions.

Legislative Body: CC/SA

Contact: Ashley Golden

Phone: 385-7882

4. SUBJECT: Special Budget Appropriation for Santa Clara Avenue Sidewalk

RECOMMENDATION: That City Council approve a special budget appropriation in the amount of \$25,500 for the project to construct a sidewalk and install a bicycle lane on the northbound side of Santa Clara Avenue north of Ventura Boulevard as part of a public work contract with the County of Ventura.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Public Works Department

5. SUBJECT: First Amendment to Agreement No. 6676-14-CM with Jordan Gilbert & Bain Landscape Architects, Inc. for On-Call Landscape Architectural Design Services (5/5)
RECOMMENDATION: That City Council approve the First Amendment to Agreement No. 6676-14-CM with Jordan Gilbert Bain for on-call Landscape Architectural Design Services.

This amendment is to extend the expiration date to June 30, 2018, and increase the agreement in an amount of \$200,000 for a total amount not to exceed \$450,000.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

6. SUBJECT: Amendment Four to the Encroachment Protection Agreement Between the Department of Navy, the Nature Conservancy, the Trust for Public Land, and the City of Oxnard (A-7734)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to the Encroachment Protection Agreement between the United States Department of the Navy, The Nature Conservancy, the Trust for Public Land and the City of Oxnard (A-7734).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

7. SUBJECT: Purchase Ten (10) Ford Police Interceptor Utility Vehicles

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Purchase Order No. 5900 in the amount of \$435,061.17 with National Auto Fleet Group for the purchase of ten (10) Ford Police Interceptor Utility Vehicles for the Police Department.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

8. SUBJECT: Camino Del Sol Street Resurfacing Project, Specification UD15-34
RECOMMENDATION: That City Council approve project plans and specifications and authorize staff to solicit bids for the Camino Del Sol Street Resurfacing Project, UD15-34.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

Recreation and Community Service Department

9. SUBJECT: Recognize Revenue and Appropriate Augmented Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2016/2017
RECOMMENDATION: That City Council: 1) Recognize revenue in the amount of \$54,510 and appropriate matching funds for the Retired and Senior Volunteer Program grant augmentation; and 2) Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

M. PUBLIC HEARINGS

Housing Department

1. SUBJECT: First Amendment to the FY 2014-2015 Annual Action Plan to Execute Loan Agreements with Habitat for Humanity of Ventura County
RECOMMENDATION: **Continue to July 26, 2016**
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8094

N. REPORTS

Police Department

1. SUBJECT: Memoranda of Understanding Between the Oxnard Police Department and School Districts for FY 16-17 (10/20)
RECOMMENDATION: That City Council approve and authorize the City Manager to execute the FY 16-17 School Resource Officer (SRO) Program cost sharing Memoranda of Understanding (MOU) between the Oxnard Police Department and the Rio School District (RSD); Hueneme School District (HSD); Oxnard School District (OSD), and the Oxnard Union High School District.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

Public Works Department

2. SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation (15/15)
RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

3. **SUBJECT:** Ordinance Continuing and Establishing Water User Fees and Charges (10/60)
RECOMMENDATION: That City Council introduce the ordinance continuing and establishing fees and charges for the use of and for services relating to City water services, and approve the first reading and further reading by title only.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055
4. **SUBJECT:** Ordinance to Amend Certain Portions of Ordinance 2,901 for Regional Wastewater Users (10/30)
RECOMMENDATION: That City Council introduce the ordinance amending the wastewater system's regional treatment and disposal facility user charges, and approve the first reading and further reading by title only.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055
5. **SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7884) for UD13-13 – Recycled Waterline Project at Perkins Road (5/10)
RECOMMENDATION: That City Council: 1) Award contract A-7884 to the lowest responsible and responsive bidder, Sam Hill and Sons, Inc., in the amount of \$555,198 for UD13-13 - Recycled Waterline Project, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Approve a Budget Appropriation to establish Project No. 176001 Recycled Waterline Project and appropriate funds in the amount of \$601,165 from the Water Connection Fees Fund Balance for the project.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

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

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. STUDY SESSION

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard; et al. v. Aaron Starr

Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

R. ADJOURNMENT

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: July 19, 2016

TO: City Council

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

FROM: Dave Millican, Chief Financial Officer

SUBJECT: Presentation About the Single Audit Report, Internal Control and Compliance Report and Other Required Communications for Fiscal Year 2014-15 by Eden Casareno and Associates from Eadie + Payne, LLP.

CONTACT: Dave Millican, Finance
Dave.Millican@oxnard.org, 385-7475

RECOMMENDATION:

Receive report and presentation of the Single Audit Report, Internal Control and Compliance Report and other required communications for Fiscal Year 2014-15.

BACKGROUND

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

Single Audit Report, Internal Control and Compliance Report

July 19, 2016

Page 2

compliance requirements referred to above.

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

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

FINANCIAL IMPACT

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

ATTACHMENTS:

Attachment A: Single Audit Final Report

CITY OF OXNARD

SINGLE AUDIT OF FEDERAL AWARDS
WITH INDEPENDENT AUDITOR'S REPORT

FOR YEAR ENDED JUNE 30, 2015

CITY OF OXNARD
CONTENTS
 JUNE 30, 2015

	PAGE
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
Independent Auditor's Report on Compliance for each Major Program and on Internal Control over Compliance In Accordance with OMB Circular A-133 and on the Schedule of Expenditures of Federal Award	4
Schedule of Expenditures of Federal Awards and Schedule of Findings and Questioned Costs Schedule of Expenditures of Federal Awards	9
Notes to the Schedule of Expenditures of Federal Awards	12
Schedule of Findings and Questioned Costs	14
Status of Prior-Year Findings and Questioned Costs	40



**CERTIFIED
PUBLIC
ACCOUNTANTS
& BUSINESS
ADVISORS**

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

The Honorable City Council
City of Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (City), as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 14, 2016.

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

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

The following schedule summarizes our findings:

	MATERIAL WEAKNESS (MW)	SIGNIFICANT DEFICIENCY (SD)	NON- COMPLIANCE (NC)	BEST PRACTICES (BP)	TOTAL
Internal Control Element					
I. Control Environment	6	-	-	-	6
II. Risk Assessment	-	1	-	-	1
III. Control Activities	55	30	-	8	93
IV. Information and Communication	-	1	-	-	1
V. Monitoring Activities	2	1	-	-	3
Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements	<u>-</u>	<u>-</u>	<u>3</u>	<u>-</u>	<u>3</u>
TOTALS	<u>63</u>	<u>33</u>	<u>3</u>	<u>8</u>	<u>107</u>

City's Response to Findings

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

Purpose of this Report

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

Eadie and Payne LLP

June 14, 2016
Redlands, California



**CERTIFIED
PUBLIC
ACCOUNTANTS
& BUSINESS
ADVISORS**

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH OMB CIRCULAR A-133 AND ON THE SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS**

The Honorable City Council
City of Oxnard
Oxnard, California

Report on Compliance for Each Major Federal Program

We have audited City of Oxnard's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2015. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the City's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

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

Opinion on Each Major Federal Program

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal program for the year ended June 30, 2015.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned costs as items 2015-001 to 2015-004. Our opinion on each major federal program is not modified with respect to these matters.

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

Report on Internal Control over Compliance

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

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

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

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2015-001, 2015-002 and 2015-003 to be significant deficiencies.

City's Response to Findings

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

Report on Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units and each major fund of the City as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated June 14, 2016, which contained qualified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for the purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.



June 14, 2016
Redlands, California

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

CITY OF OXNARD
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2015

<u>FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CATALOG NUMBER</u>	<u>PROGRAM IDENTIFICATION NUMBER</u>	<u>TOTAL PROGRAM EXPENDITURES</u>
U.S. Department of Housing and Urban Development			
Direct:			
Community Development Block Grants	14.218	B-14-MC-06-0534	\$ 178,901
		B-13-MC-06-0534	2,185,785
		B-12-MC-06-0534	<u>421,734</u>
			<u>2,786,420</u>
Direct:			
Emergency Solutions Grants Program	14.231	E-14-MC-06-0534	156,710
		E-13-MC-06-0534	<u>70,647</u>
			<u>227,357</u>
Direct:			
Home Investment Partnership Program	14.239	M-14-MC-06-0526	281,714
		M-13-MC-06-0526	60,272
		M-12-MC-06-0526	<u>367,276</u>
			<u>709,262</u>
Total U.S. Department of Housing and Urban Development			<u>3,723,039</u>
U.S. Department of Justice			
Direct:			
Edward Byrne Justice Assistance Grant	16.738	2011-DJ-BX-2742	33,356
		2013-DJ-BX-0737	9,476
		2014-DJ-BX-0862	<u>40,698</u>
			<u>83,530</u>
Passed through the Ventura County Sheriff's Office:			
Federal Equitable Sharing Agreement	16.922	N/A	<u>122,994</u>
Total U.S. Department of Justice			<u>206,524</u>
U.S. Department of Homeland Security			
Passed through the Ventura County Sheriff:			
Emergency Management Performance Grant	97.042	2013-0047-111-00000	43,779
		2014-0070-111-00000	<u>47,474</u>
			<u>91,253</u>
Direct:			
Assistance to Firefighters Grant	97.044	EMW-2011-FH-00070	698,871
		EMW-2013-FR-00298	362,935
		EMW-2013-FO-04097	74,548
		EMW-2013-FP-00246	<u>141,745</u>
			<u>1,278,099</u>

See accompanying notes to Schedule of Expenditures of Federal Awards and Report on Compliance for Each Major Program;
 Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by
 OMB Circular A-133.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)

FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CATALOG NUMBER	PROGRAM IDENTIFICATION NUMBER	TOTAL PROGRAM EXPENDITURES
U.S. Department of Homeland Security (Continued)			
Passed through the Ventura County Sheriff's Office:			
Homeland Security Grant Program	97.067	2013-00110-111-00000	\$ 26,639
		2014-00093-111-00000	6,661
		2014-00093-111-00000	508
		2014-00093-111-00000	61,309
		2014-00093-111-00000	8,086
		2014-00093-111-00000	4,947
			<u>108,150</u>
Staffing for Adequate Fire and Emergency Response Grant	97.083	EMW-2012-FH-00072	<u>845,727</u>
Total U.S. Department of Homeland Security			<u>2,323,229</u>
U.S. Department of Transportation			
Pass through the State of California Department of Transportation:			
Highway Planning and Construction	20.205	STPLN-5129(012)	(57,281)
		ESPL-5129 (058)	127,349
		CML-5129(029)	121,086
		SRTSL-5129(061)	3,577
		STPL-5129(067)	(7,235)
		BHLS-5129(069)	7,683
		BHLS-5129(070)	5,662
		HSIPL-5129(071)	225,380
		HSIPL-5129(072)	5,269
		STPL-5129(073)	93,009
		CMLNI-5129(076)	79,668
		TCSPL-5129(077)	44,839
		CML-5129(078)	2,642
		CML-5129(079)	1,812
		CML-5129(081)	110,697
		CML-5129(086)	693
		CML-5129(087)	415
		HSIPL-5129(082)	157,404
		HSIPL-5129(083)	42,721
		HSIPL-5129(084)	228,210
		STPL-5129(085)	2,140,115
		STPL-5129(048)	120,611
			<u>3,454,326</u>
Federal Transit Formula Grant	20.507	CA-95-X196-00	<u>7,805</u>
Total U.S. Department of Transportation			<u>3,462,131</u>

See accompanying notes to Schedule of Expenditures of Federal Awards and Report on Compliance for Each Major Program;
Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by
OMB Circular A-133.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (Continued)

<u>FEDERAL GRANTOR/PASS-THROUGH GRANTOR/PROGRAM TITLE</u>	<u>FEDERAL CATALOG NUMBER</u>	<u>PROGRAM IDENTIFICATION NUMBER</u>	<u>TOTAL PROGRAM EXPENDITURES</u>
Corporation for National and Community Service			
Direct:			
Retired and Senior Volunteer Program	94.002	13SRPCA010	\$ 54,234
Corporation for National and Community Service			<u>16,700</u>
Total Corporation for National and Community Service			<u>70,934</u>
U.S. Department of Health and Human Services			
Pass through the County of Ventura Area Agency on Aging:			
Special Programs for the Aging, Nutrition Services	93.045	3C-007-071212	<u>87,405</u>
U.S. Environmental Protection Agency			
Direct:			
Environmental Workforce Development and Job Training	66.815	99T03501	<u>52,824</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS			<u>\$ 9,926,086</u>

See accompanying notes to Schedule of Expenditures of Federal Awards and Report on Compliance for Each Major Program;
Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by
OMB Circular A-133.

CITY OF OXNARD

NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED JUNE 30, 2015
1. BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133 *Audits of States, Local Governments, and Non-Profit Organizations*. All financial assistance passed through other government agencies to the City is included in the accompanying schedule.

2. BASIS OF ACCOUNTING

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

3. RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Amount reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, with amounts reported in the financial statements of the City of Oxnard. The following presents a reconciliation of federal expenditures to those reported in the financial statements:

	<u>AMOUNT</u>
Total expenditures per the schedule of expenditures of federal awards	\$ 9,926,086
Add: Expenditures of nonfederal awards	<u>174,936,653</u>
TOTAL GOVERNMENTAL FUNDS EXPENDITURES	
PER THE FINANCIAL STATEMENTS	<u><u>\$ 184,862,739</u></u>

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

4. PAYMENTS TO SUBRECIPIENTS

For the year ended June 30, 2015, payments to subrecipients consisted of the following:

<u>Federal Grantor/Pass-Through Grantor/Program</u>	<u>CFDA Number</u>	<u>Amount Provided</u>
Department of Housing and Urban Development		
Community Development Block Grants	14.218	
Housing Right Center		\$ 28,992
Community Action of Ventura County		61,286
Rain-Homeless Child Care		11,581
Livinston Memorial Visiting Nurses		10,000
Food Share		19,299
Military Armory		45,000
		<u>176,158</u>
Emergency Solutions Grants Program	14.231	
Kingdom Center		\$ 40,442
Ventura County-HSA for Homeless Prevention		38,747
Ventura County-HSA for Rapid Re-housing		57,211
St. Vincent de Paul for Winter Warming Shelter		46,540
Turning Point for Shelter		30,000
		<u>212,940</u>
TOTAL PAYMENTS TO SUBRECIPIENTS		<u>\$ 389,098</u>

5. FEDERALLY-FUNDED LOANS

The City administers loans, primarily deferred loans, made from funds provided by the following federal programs for the year ended June 30, 2015:

<u>Federal Programs</u>	<u>Loans Outstanding</u>
Community Development Block Grants (CFDA #14.218)	\$ 3,714,284
HOME Program (CFDA #14.239)	12,542,581

CITY OF OXNARD
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED JUNE 30, 2015

SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:

Qualified

Internal control over financial reporting:

Material weaknesses identified?

X yes

 no

Significant deficiencies identified?

X yes

 none reported

Noncompliance material to financial statements noted:

 yes

X no

Federal Awards

Internal control over major programs:

Material weaknesses identified?

 yes

X no

Significant deficiencies identified?

X yes

 none reported

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

Unmodified

Any audit findings disclosed that are required to
 be reported in accordance with Section 510 (a)
 of Circular A-133?

X yes

 no

Identification of major programs:

CFDA Number

Name of Federal Program or Cluster

14.215

Community Development Block Grant

14.239

HOME Program

20.205

Highway Planning and Constructoin

97.044

Assistance to Firefighters

97.083

Staffing for Adequate Fire and Emergency Response

Dollar threshold used to distunguish between
 type A and type B programs:

\$300,000

Noncompliance material to financial statements noted:

 yes

X no

CITY OF OXNARD
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

INDEX

MAJOR FEDERAL AWARD PROGRAMS

Department of Homeland Security

Compensation for Personal Services 2015-001

Department of Housing and Urban Development

Subrecipient Monitoring 2015-002

Compensation for Personal Services 2015-003

Administrative and Planning Cost 2015-004

FINANCIAL STATEMENTS

Internal Control over Financial Reporting

I	Control Environment	2015-005 to 2015-010
II	Risk Assessment	2015-011
III	Control Activities	2015-012 to 2015-017
A	Budget	2015-018
B	Fund Balance	2015-019
C	Bank Reconciliations	2015-020 to 2015-029
D	Electronic Payments (EFT/ACH)	2015-030 to 2015-039
E	Cash Receipts	2015-040 to 2015-042
F	Journal Entries to Cash Accounts	2015-043 to 2015-048
G	Investments	2015-049 to 2015-050
H	Accounts Receivable	2015-051 to 2015-054
I	Grants Management	2015-055 to 2015-062
J	Notes Receivable	2015-063 to 2015-068
K	Deferred Balances	2015-069
L	Capital Assets and Construction in Progress	2015-070 to 2015-085
M	Accounts Payable	2015-086 to 2015-087
N	Long-Term Debt	2015-088 to 2015-091
O	Pension Plans	2015-092 to 2015-093
P	Use of Credit Cards	2015-094 to 2015-096
Q	Contracts	2015-097 to 2015-099
R	Municipal Golf Course	2015-100 to 2015-102
S	Review and Reconciliation of Clearing Funds	2015-103 to 2015-104
IV	Information & Communication	2015-105
V	Monitoring Activities	2015-106 to 2015-108
	Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements	2015-109 to 2015-111

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS

Finding 2015-001 - Compensation for Personal Services

CFDA Title and Number: 97.083 - Staffing for Adequate Fire and Emergency Response and 97.044 - Assistance to Firefighters Grant

Name of Federal Agency: Department of Homeland Security

Name of Pass-through Agency: The Ventura County Sheriff's Office for 97.083 and Not Applicable for 97.044

Compliance Requirement: B. Allowable Costs/Cost Principles

Finding: OMB Circular A-87 requires that an after-the-fact Documentation, semi-annual time certification for employees who work solely on a single Federal awards and monthly time certification for employees who worked on multiple activities. These certifications must be signed by the employee. The required after-the fact documentation is not prepared to support time and effort for employees whose salaries are charged to Federal funds.

Questioned Cost: \$179,765.

Recommendation: The City should establish policies and procedures to maintain after-the-fact certification. The form should reflect an after-the-fact distribution of the actual activity of each employee and will be signed by the employee.

City Response: Due to the complexity of implementing all of the recommendations identified by the City's independent auditor, the City will begin implementation of a comprehensive integrated internal control framework using the standards established in the GAO publication Standards for Internal Control in the Federal Government. All items identified in the Schedule of Findings and Questioned Costs will be given high priority in implementing the new framework and staff intends to implement procedures to correct those changes by December 31, 2016. Other internal control findings will be selected for implementation consistent with the objectives of the control framework and the City's risk assessment process. Compliance with grantor requirements will be given priority attention.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

Finding 2015-002 - Subrecipient Monitoring

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Name of Pass-through Agency: Not Applicable

Compliance Requirement: M. Subrecipient Monitoring

Finding: A pass-through entity is responsible for monitoring their subrecipient's use of Federal awards to ensure that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of contracts and grant, and that performance goals are achieved. The City passed through funds to Community Action of Ventura County. The City does not request or monitor their performance or financial reports.

Questioned Cost: \$61,286

Recommendation: The City should establish policies and procedures to monitor their subrecipients during the award period through reporting, site visit, regular contact, or other means.

City Response: Due to the complexity of implementing all of the recommendations identified by the City's independent auditor, the City will begin implementation of a comprehensive integrated internal control framework using the standards established in the GAO publication Standards for Internal Control in the Federal Government. All items identified in the Schedule of Findings and Questioned Costs will be given high priority in implementing the new framework and staff intends to implement procedures to correct those changes by December 31, 2016. Other internal control findings will be selected for implementation consistent with the objectives of the control framework and the City's risk assessment process. Compliance with grantor requirements will be given priority attention.

Finding 2015-003 - Compensation for Personal Services

CFDA Title and Number: 14.218 - Community Development Block Grants

Name of Federal Agency: Department of Housing and Urban Development

Name of Pass-through Agency: Not Applicable

Compliance Requirement: B. Allowable Costs/Cost Principles

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

Finding: OMB Circular A-87 requires that an after-the-fact Documentation, semi-annual time certification for employees who work solely on a single Federal awards and monthly time certification for employees who worked on multiple activities. These certifications must be signed by the employee. The required after-the fact documentation is not prepared to support time and effort for employees whose salaries are charged to Federal funds.

Questioned Cost: \$21,388

Recommendation: The City should establish policies and procedures to maintain after-the-fact certification. The form should reflect an after-the-fact distribution of the actual activity of each employee and should be signed by the employee.

City Response: Due to the complexity of implementing all of the recommendations identified by the City's independent auditor, the City will begin implementation of a comprehensive integrated internal control framework using the standards established in the GAO publication Standards for Internal Control in the Federal Government. All items identified in the Schedule of Findings and Questioned Costs will be given high priority in implementing the new framework and staff intends to implement procedures to correct those changes by December 1, 2016. Other internal control findings will be selected for implementation consistent with the objectives of the control framework and the City's risk assessment process. Compliance with grantor requirements will be given priority attention.

Finding 2015-004 - Administrative and Planning Costs

CFDA Title and Number: 14.239 - Home Investment Partnerships Program

Name of Federal Agency: Department of Housing and Urban Development

Name of Pass-through Agency: Not Applicable

Compliance Requirement: G. Matching, Level of Effort, Earmarking

Finding: A participating jurisdiction may expend for HOME administrative and planning costs an amount of HOME funds that is not more than ten percent of the fiscal year HOME basic formula allocation. During our audit of administrative costs, we noted that 11.17% was expended for administrative and costs.

Questioned Cost: \$8,271

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

Recommendation: Establish procedures and proper review process to ensure the program is not expending more than ten percent of the funds on administrative and planning costs.

City Response: Due to the complexity of implementing all of the recommendations identified by the City's independent auditor, the City will begin implementation of a comprehensive integrated internal control framework using the standards established in the GAO publication Standards for Internal Control in the Federal Government. All items identified in the Schedule of Findings and Questioned Costs will be given high priority in implementing the new framework and staff intends to implement procedures to correct those changes by December 31, 2016. Other internal control findings will be selected for implementation consistent with the objectives of the control framework and the City's risk assessment process. Compliance with grantor requirements will be given priority attention.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
I.	Control Environment - The City demonstrates integrity and ethical values, exercises oversight responsibility, demonstrates commitment to competence, and enforces accountability.		
2015-005	MW The City adopted appropriate policies and new management established proper "tone at the top." However, there is need to establish procedures to communicate and enforce the policies as well as monitor and evaluate implementation.	Establish procedures to communicate and enforce the policies as well as to monitor and evaluate the implementation. Responsibilities of each department/division/individual should be detailed in the procedures manual. Internal controls are most effective when responsibility for a given task is assigned to an individual.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-006	MW Performance evaluations were not performed timely at all levels of the City. The City needs to hold individuals accountable for their internal control responsibilities.	Establish a process to evaluate employees' performance and implement regularly.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. Currently the City of Oxnard sends out a reminder based on the hire date of the employee to all departments. However step increases and promotions do not coincide with this date. Currently no follow-up is performed to ensure that performance evaluations are completed.
2015-007	MW Employees in the Finance Department were not properly trained to perform their tasks.	Establish a training program to improve Finance Department employees' knowledge and skills.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, the City hosted an Intermediate Governmental Accounting Class and provided a Best Practices in Budgeting webinar offered by the California Society of Municipal Finance Officer's Association. In addition, the State Controller's Office provided training on guidelines relating to Gas Tax expenditures for Cities.
2015-008	MW The City did not have an audit committee.	Establish an audit committee, along with a charter to govern its conduct. Members of this committee should be provided training.	The City of Oxnard's' equivalent to an audit committee is the Fiscal Policy Task Force Committee, which has regularly-scheduled monthly meetings prior to presentation to City Council.
2015-009	MW There was a severe lapse in the City's financial operations when key Finance Department personnel left due to a lack of qualified successors.	Develop a succession plan for the Finance Department.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. Management has regularly-scheduled quarterly meetings where such topics as "Succession Planning" have been discussed with Department Heads and Mid-Management Staff.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding		Recommendation	City's Response
I.	Control Environment - The City demonstrates integrity and ethical values, exercises oversight responsibility, demonstrates commitment to competence, and enforces accountability. (Continued)			
2015-010	MW	The Finance Department did not have sufficient staff, particularly in managerial positions.	Fill vacancies with qualified staff immediately.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, the following positions were filled: Chief Financial Officer, Controller, Management Accountant/Auditor and Utility Finance Officer. The fiscal 2016-2017 Budget includes additional positions to the Finance Department.
II.	Risk Assessment - The City specifies suitable objectives with sufficient clarity to enable the identification and assessment of risks, identifies and analyzes risks, considers the potential for fraud, and assesses environmental changes that could significantly impact the system of internal control.			
2015-011	SD	City performed Organizational Assessment during the year 2015 and plan to continue implementation of the 3-year process to address the issues. No risk assessment related to accounting and financial reporting has been performed. No fraud risk assessment has been performed.	Establish procedures to perform a risk assessment related to accounting and financial reporting. The risk assessment should include identifying types of accounting errors, policy violations, fraud, or non-compliance with agreements, contracts, laws and regulations, as well as a plan of action to mitigate risks.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III.	Control Activities - The City selects and develops control activities to enhance accuracy and reliability of its accounting records and financial reports, selects and develops general control activities over technology, and deploys control activities through policies that establish what is expected and procedures that put the policies into action.			
2015-012	MW	The City's system of internal control is not designed to reduce the risk that accounting and financial reporting errors or fraud could occur and not be detected.	Develop an integrated system of internal control that defines control activities across the various departments, not just the Finance Department. Policies, procedures, and related internal controls should be documented, communicated to all affected members of City staff, and updated regularly. Implementation should be monitored closely.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-013	MW	The City does not have properly-designed, implemented, and effective policies, procedures, processes, and controls surrounding its financial reporting process to ensure that all non-standard adjustments are adequately researched, supported, and reviewed prior to their recording in the general ledger.	Establish new or improve existing policies, procedures, and related-internal controls to ensure that all non-standard adjustments impacting the general ledger are adequately researched, supported, and reviewed prior to their recording in the general ledger.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III.	Control Activities - <i>The City selects and develops control activities to enhance accuracy and reliability of its accounting records and financial reports, selects and develops general control activities over technology, and deploys control activities through policies that establish what is expected and procedures that put the policies into action. (Continued)</i>		
2015-014	MW The City does not have properly-designed, implemented, and effective policies, procedures, processes and controls surrounding its financial reporting process to completely support beginning balance and year-end close-out related activity in its general ledger.	Refer to specific recommendations below. III. B., C., G., I., J., K., L., M., N., and O.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-015	MW The City has ineffective controls affecting some key financial reporting processes including weaknesses in transactional and supervisory reviews over cash, receivables, capital assets, and construction in progress, accounts payable, and long-term liabilities.	Refer to specific recommendations below. III. B., C., G., I., J., K., L., M., N., and O.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-016	MW The City was unable to effectively identify potential technical accounting issues, analyze the relevant facts and circumstances, and respond to auditor inquiries in a timely manner.	Refer to specific recommendations below. III. B., C., G., I., J., K., L., M., N., and O.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-017	MW The City does not have an effective general ledger system. The City uses HTE software, which was developed almost two decades ago. In addition, the City has 176 self-balancing funds and over 8,300 accounts in its chart of accounts; 1,600 of these are balance sheet accounts. This system has severe functional limitations contributing to the City's challenge of addressing systemic internal control weaknesses in financial reporting.	Establish new, or improve the existing, general ledger system to enable it to process, store, and report financial data in a manner that ensures accuracy, confidentiality, integrity, and availability of financial data without substantial manual intervention.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. A.	Budget - <i>Management reviews the City's financial statements on a periodic basis and investigates significant variances from budgets and expected results.</i>		
2015-018	SD The FY 2015 budget lacked detail, and management did not keep track of its budgeted revenue and expenditures. Department heads are supplied a budget to actual comparison on a monthly basis for review, but there was no formal process for investigating significant variances.	Continue to provide department heads with budget to actual comparison on a monthly basis. Establish an effective process to identify and investigate significant variances from budgets and expected results.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. B.	Fund Balance - <i>Management reviews fund balance and net position accounts to ensure amounts are valid.</i>		
2015-019	MW Beginning fund balances did not agree with prior-year audited financial statements. Audit adjustments were not posted to the general ledger. Journal entries were inappropriately posted to fund balance during the year.	Audit adjustments must be posted to the general ledger at the end of the audit, and beginning fund balances should be agreed with audited financial statements. Controls should be put in place to allow only authorized personnel to approve journal entries that affect beginning fund balances during the year.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. C.	Bank Reconciliations: <i>Bank reconciliations are prepared and reviewed in a timely fashion. Bank statements are received and reviewed by a responsible person other than the person who reconciles the bank account before being submitted for reconciliation.</i>		
2015-020 <i>Original Finding: 2014-002</i>	MW The bank reconciliation for the general account was not performed since November 2014.	Bank reconciliations should be prepared every month. A full-time employee should be assigned to prepare the bank reconciliations. This person should be dedicated to this process until all monthly bank reconciliations are up to date. Bank reconciliations should be reviewed by another person who has sufficient knowledge and skill to perform the task. The process for bank reconciliation should be detailed out in writing.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2016-2017, staff is currently working on the backlog of bank reconciliations for fiscal 2015-2016.
2015-021	MW Bank reconciliations for the AIMS and Parking Citation bank accounts were not performed. The balances for these accounts were not recorded in the general ledger.	The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2016-2017, staff is currently working on the backlog of bank reconciliations for fiscal 2015-2016.
2015-022	MW Bank reconciliations for the general and CDC Successor Agency accounts for periods prior to November 2014 were prepared but not reconciled to the general ledger.	The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-023	MW PACC bank account activities were not recorded fully.	The Finance Department should ensure that all bank accounts are accounted for and reconciled to the general ledger on the monthly basis.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2016-2017, staff is currently working on the backlog of bank reconciliations for fiscal 2015-2016.
2015-024	MW Cash with fiscal agents accounts were not reconciled monthly to the general ledger.	The bank reconciliation process should include reconciling cash with fiscal agents.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2016-2017, staff is currently working on the backlog of bank reconciliations for fiscal 2015-2016.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. C.	Bank Reconciliations: <i>Bank reconciliations are prepared and reviewed in a timely fashion. Bank statements are received and reviewed by a responsible person other than the person who reconciles the bank account before being submitted for reconciliation. (Continued)</i>		
2015-025	MW Bank accounts were opened without the Treasurer's Office's knowledge.	Only the Treasurer should be allowed to open bank accounts on behalf of the City. All bank statements should be sent directly to the Treasurer's Office. The Treasurer's Office should review the bank statements, retain the original, and send copies to the personnel who prepares the bank reconciliation.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, management has already implemented a procedure to access and download bank statements.
2015-026	SD Finance department did not have access to complete monthly bank statements or complete outstanding checklists for all accounts.	The Treasurer's Office should forward copies of all bank statements to the Finance Department. All back-up documentation used in reconciliations prepared by the Treasurer's Office and other departments, i.e., outstanding checklists and deposits in transit listings, should be provided to the Finance Department.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, management has already implemented a procedure to access and download bank statements.
2015-027	SD The Finance Department did not have access and history of prior reports used for reconciliation. All processes and reports needed for the reconciliation process had to be discovered and requested by finance management.	Finance manager needs to have a full understanding of all Treasury activities to assess if there are any procedures or reporting that can be used to make the monthly bank reconciliation more efficient across departments. The Finance Department and Treasurer's Office should establish procedures to enhance cooperation.	Management will implement policies and procedures with the Treasurer's Office to ensure that only the Treasurer is allowed to open bank accounts on behalf of the City. In Fiscal year 15/16, the Finance Department has already implemented a procedure to access and download bank statements. During fiscal 2015-2016, the Finance Department and Treasurer's office have established new lines of communication and cooperation in order to assist with the process of bank reconciliations.
2015-028	MW Daily cash receipts posting to the general ledger were not reconciled to cash entries and to bank activities. Therefore deposits in transit were not tracked for bank reconciliation.	The finance department management needs training from current software provider on how the cash related modules should be interacting, reports used to tie out the modules, and if there are keys that links those modules together.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. Management is currently in the process of contacting Sunguard, the software provider as well as integrated voice response vendor to assist in providing additional detail to assist in the bank reconciliation process.
2015-029	SD Pooled cash batches are a summary of various batches by module. There are multiple batches per modules: accounts payable, accounts receivable, payroll, and cash receipts batches. Newly-hired finance management have not found logic of how system entries are batched together. Current batching is very labor intensive to review.	Finance department staff needs training from current software provider on how the cash-related modules should be interacting, reports used to tie out the modules, and if there are keys that links those modules together.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. Management is currently in the process of contacting Sunguard, the software provider to ensure that the cash related modules are interacting to the general ledger as designed and inquire regarding a training schedule.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. D. Electronic Payments (EFT/ACH) - EFTs are numbered and the sequence is accounted for regularly.			
2015-030	SD Check numbers were not in sequential order (Duplication/Skipping). Problem stems from manual assignment of EFT check numbers.	The Treasurer's Office should assign sequential control numbers to each wire. The Finance Department should enter the information into the accounting system.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-031	BP Excel listing of EFTs did not list the check number assigned to the payment and did not list the batch/group number posted to the general ledger.	Excel listing of EFTs should include the EFT control number as well as the batch/group number.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, management has implemented an EFT listing to include the EFT control number as well as the batch/group number.
III. D. Electronic Payments (EFT/ACH) - The check signer reviews all supporting documentation prior to signing the check or wire transfer authorization.			
2015-032	SD The Treasurer did not review all supporting documentation prior to signing the check or wire transfer authorization.	The Treasurer or designated individual in the Treasurer's Office should review all supporting documentation prior to signing the check or wire transfer authorization.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-033	SD Proper documentation of wire transfers was not maintained by the Finance Department.	The Finance Department should maintain a complete copy of the wire transfer authorization package, including all supporting documentation.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. D. Electronic Payments (EFT/ACH) - The procedures and responsibilities of various departments related to electronic payments are sufficiently defined and enforced.			
2015-034	SD There were no written procedures related to electronic payments and responsibilities of the requesting department, Treasurer's Office, and Finance Department are not clearly defined. The Treasurer's Office did not have a current list of authorized signers.	The Finance Department should review the EFT payment process to improve the current procedures. After approval by appropriate departments, all EFTs should be received by the Finance management. Finance management will review for proper department approvals, general ledger coding, and supporting documentation (including budget support). Finance management will forward to Treasurer's Office for disbursements. No department should send wire requests directly to the Treasurer's Office.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. D.	Electronic Payments (EFT/ACH) - The Finance Department has policies and procedures in place to record EFTs accurately in the proper period.		
2015-035	MW There was no supervisory review of EFT entries. Payment/posting against cash had been inconsistent and made to the wrong accounting period.	Staff needs additional training in handling EFTs and postings should be reviewed regularly. The payment period needs to be distinguished from invoice period.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-036	MW Payroll wires recorded through a journal voucher covered two accounting periods.	Split payroll journal voucher according to wire dates.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-037	MW Payments could not be properly traced to supporting documentation because use of "miscellaneous vendor - #99999".	Stop using the "miscellaneous vendor" account. All vendors need to be set up individually in the vendor master file. Current vendor master file needs to be reviewed.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-038	MW CDC checks and deposits were coded to the wrong pooled cash fund (997 – general vs. 998 – CDC).	Review HTE report against bank EFT posting by accounts payable (AP) personnel needs to be done monthly.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-039	MW Recording of CDC loan principal repayment wire to the City was inadvertently reversed in the general ledger causing City and CDC pooled cash funds to be out of balance. Journal voucher has been prepared to correct.	Review HTE report against bank EFT posting by accounts payable (AP) personnel needs to be done monthly.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. E.	Cash Receipts - Cash receipts are deposited in separate bank accounts when legally or contractually required. A separate bank account is maintained for CDC Successor Agency.		
2015-040	SD A separate bank account was maintained for CDC Successor Agency. However, in collapsing of prior RDA funds (421-425) into new Successor Agency fund (429), an error in the journal voucher left balances in City pooled cash fund (997) per general ledger. After further investigation, adjustments had been made to correct the error.	Joint review of prior cash transfers between the City and CDC Successor Agency is needed. Non-standard journal entries especially those affecting cash transactions between City and CDC Successor Agency should be reviewed by CFO, not only to evaluate the accounting treatment, but also to consider compliance with state laws and regulations affecting former RDAs. The Economic Development Department head should be consulted as appropriate.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. E.	Cash Receipts - There are adequate procedures to detect whether cash received in locations other than the Treasurer's Office are deposited intact promptly.		
2015-041	SD There were no procedures in place to perform internal audits of cash receipts in various locations within the City organization.	Random audits of cash receipts should be performed.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. E.	Cash Receipts - <i>Cash receipts are reconciled to general ledger postings daily.</i>		
2015-042	SD There are no written procedures in place for reconciliation of daily cash receipts.	Cash receipts should be reconciled to general ledger postings daily.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. F.	Journal Entries to Cash Accounts - <i>Adjustments of cash accounts are approved and documented by the appropriate level of management.</i>		
2015-043	MW The process of preparing, reviewing, and approving journal entries was not properly designed. The CFO or acting CFO was responsible to review hundreds of journal entries, many of them affected cash, which rendered the control ineffective. The accounting system is not set up to record standard recurring entries.	Journal entries that affect cash should be thoroughly reviewed. However, the review process should be designed so that there are various levels of review. Recurring journal vouchers pre-approved via an amortization schedule should not need approval by CFO. In addition, monthly journal vouchers should be standardized and supporting documentation should be maintained.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-044	MW An out-of-balance journal entry was found and correction was necessary to balance cash in the CDC Successor Agency Fund.	Journal entries should be reviewed before posting in the general ledger. In addition, cash-related journal entries should be reviewed by the person performing bank reconciliation during the bank reconciliation process.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, management has implemented that cash related journal entries are reviewed prior to posting to the general ledger.
2015-045	MW Journal entries were posted to CDC Successor Agency Fund cash without adequate supporting documentation.	Journal entries should be reviewed along with appropriate documentation. Sufficient documentation should be maintained with the journal entry voucher.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-046	MW Reversing journal vouchers are not posted in a timely manner and prior-year reversing accruals are not easily found in following year log.	It is recommended that reversing journal vouchers reference original voucher, original batch number, and posted to period 1 of the following year.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-047	MW Journal vouchers and accounts payable check registers are not separated by type of transactions in the pooled cash general ledger detail. Both are currently shown as type "AJ" and description "Journal Summary". Miscellaneous journal vouchers review for accuracy is not efficient.	Obtain technical support from 'HTE' to see if there are options or other processes to separate AP check registers and journal vouchers by type.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. F.	Journal Entries to Cash Accounts - Adjustments of cash accounts are approved and documented by the appropriate level of management. (Continued)		
2015-048	MW HTE system reports are not in a format that can be easily and efficiently used for review.	Obtain technical support from 'HTE' to generate reports that can be utilized for review and analytical procedures.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. In August 2016, management has scheduled training with our software vendor to implement Cognos (report writer software package) to assist in the generation of reports that can be utilized for review and analytical procedures.
III. G.	Investments - The Treasurer's Office monitors risks associated with deposits and investments and prepares appropriate reports to the governing board.		
2015-049	SD The Treasurer's Office did not maintain a complete and accurate Treasury ratings report.	Treasury ratings should be monitored to comply with investment policies. The Treasurer's Office should prepare the report quarterly.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. G.	Investments - Cash and investments are valued at fair value.		
2015-050	SD Cash and investments were not reported at fair market value.	Fair value adjustments should be determined at least quarterly, included in the Treasurer's quarterly reports, and posted to the general ledger.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. H.	Accounts Receivable - The receivables aging/subledger is reviewed and reconciled to the general ledger.		
2015-051	MW A reconciliation of accounts receivable against the general ledger was not performed periodically or at year-end.	The receivable aging/subledger should be reconciled to the general ledger periodically by the Finance Department.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-052	MW The review of aging and collections for utilities were not centralized in the Finance Department. Review is not tied into the postings to the general ledger.	The receivable aging/subledger reconciliation by Finance Department should include utilities receivable.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. H.	Accounts Receivable - Delinquent receivables are reviewed.		
2015-053	MW Receivable aging reports were not reviewed by the Finance Department management for delinquent amounts. The allowance for uncollectibles was not analyzed or adjusted at year-end.	The receivables aging/subledger should be reviewed for delinquent amounts. Adjustments for allowances and/or write offs need to be approved by authorized personnel.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. H.	Accounts Receivable - Accounting policies and procedures specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.		
2015-054	MW There were no written accounting policies and procedures that specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.	Accounting policies and procedures must specify the correct treatment for estimating the allowance for uncollectible accounts and bad debt expense.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. I.	Grants Management - Reconciliation for grant financial reports with supporting accounting records are prepared, reviewed and approved by responsible official before filing.		
2015-055	MW Accounting for grants was decentralized and no one in Finance was responsible for reviewing grant funds. This condition caused many errors, including unrecorded grants receivable, notes receivable, deferred revenues, and negative fund balances.	A responsible person in the Finance Department should be assigned to oversee the accounting of grants. Detailed policies and procedures should be developed, communicated to all departments who handle grant funds, implemented and monitored to ensure proper accounting and reporting of grants.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. I.	Grants Management - Financial reports and claims for advances and reimbursements agree with supporting financial records and general ledger.		
2015-056	SD Grants receivable were not tracked and reconciled to the general ledger on a monthly basis.	The City should establish procedures to ensure that all reimbursable costs or contract costs are billed and adherence to those procedures must be periodically reviewed by the appropriate level of management.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-057	SD FEMA - revenue was greater than expenditures due to accounts receivable not being recorded properly prior year. As a result, there is an overstatement of revenue of \$600,000 in the current year.	The City should establish procedures to ensure that all reimbursable costs or contract costs are billed and adherence to those procedures must be periodically reviewed by the appropriate level of management.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. I.	Grants Management - The City has a written procurement manual that complies with the applicable grant agreements and the Uniform Guidance.		
2015-058	BP Procedures for grant management in accordance with the new Uniform Guidance have not been adopted.	The City should adopt the new Uniform Guidance and procedures should be put in place to implement the policy.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-059	BP Grant agreements are not maintained in an orderly manner in the Finance Department to assist in the complete and accurate recording in the general ledger.	All grant agreements should be reviewed and filed in the Finance Department. During review, the person responsible for grants should identify terms and conditions that affect accounting and financial reporting as well as compliance.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-060	BP The City does not have a cost allocation plan for Federal awards. Only direct payroll is charged against Federal awards.	The City should establish what is considered allowable direct and indirect costs for Federal awards. The City may be able to charge additional payroll in the Finance department for work employees do related to Grants.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. I.	Grants Management - The City has written procurement manual that complies with the applicable grant agreements and the Uniform Guidance. (Continued)		
2015-061	SD There are no procedures in place to inform the Finance Department what items get capitalized and what items were donated.	Establish procedures for grant coordinators to communicate to the Finance Department when there are items that need to be capitalized and when capital assets are donated.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. I.	Grants Management - The City has established controls to preclude charging state and federal award programs with unallowable costs and expenditures.		
2015-062	SD Several state grant funds have negative fund balances due to the unallowable costs and expenditures incurred in the past.	The City should take corrective action to cure the negative fund balances in state and federal grants and should establish controls to avoid future negative fund balances.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. J.	Notes Receivable - Receivables are recognized when a legally-enforceable claim is established.		
2015-063	MW Notes receivable were not recorded in the general ledger. There were no policies and procedures in place to recognize long-term loan agreements entered into by the various departments with approval from City Council.	Policies and procedures should be established to obtain all long-term agreements entered into by various departments. These agreements must be reviewed for proper accounting treatment by the appropriate level of management.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2014-2015, the finance department began the process of obtaining current long-term receivable agreements.
2015-064	MW Notes receivable agreements are not maintained in an orderly manner in the finance department to assist in the complete and accurate recording in the general ledger.	All long-term receivable agreements should be obtained and maintained by the Finance Department. A member of the Finance Department should be assigned to review the minutes of City Council meetings for long-term agreements and obtain such agreements for the Department.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, the finance department began the process of obtaining current long-term receivable agreements.
III. J.	Notes Receivable - The notes receivable schedule/subledger is reconciled to the general ledger.		
2015-065	SD Notes receivable are not tracked and reconciled to the general ledger. Repayment of HOME and CDBG loans were not properly classified as program income.	Notes receivable should be reconciled to the general ledger periodically by Finance. To assist in the reconciliation, information should be obtained from the Housing Department and Economic Development Department relating to current activity.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-066	SD Interest has not been accrued on any of the notes receivable.	Interest on notes receivable should be calculated and billed, as appropriate. Interest income should be accrued on a modified accrual basis and recorded in the general ledger.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-067	SD Notes receivable schedules were not reviewed by Finance Department management for delinquent amounts. The allowance for uncollectibles was not analyzed or adjusted at year-end.	The notes receivables schedule should be reviewed and reconciled to the general ledger. Adjustments for allowances and/or write offs need to be approved by authorized personnel.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. J.	Notes Receivable - <i>The City has sufficient controls to collect payments based on residual revenues.</i>		
2015-068	SD There are no procedures in place to collect payments from developers based on residual revenues.	Policies and procedures must be developed and implemented to collect payments from developers based on residual revenues.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. K.	Deferred Balances - <i>Deferred amounts are supported by analysis in compliance with GAAP.</i>		
2015-069	BP A supporting analysis was not prepared for calculating deferred balances.	Accounting policies and procedures should specify the correct treatment for calculating deferred amounts. The analysis documents compliance with relevant GAAP and the City's accounting policies.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. L.	Capital Assets and Construction and Progress (CIP) - <i>Capital assets and CIP balances are supported by adequate documentation.</i>		
2015-070	MW The City has not fully established accurate and auditable capital assets and CIP balances as of June 30, 2015.	Continue remediation efforts to establish capital assets and CIP balances in the financial statements and related disclosures.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2014-2015, management capitalized completed projects including any projects that were 98% complete.
III. L.	Capital Assets and Construction and Progress (CIP) - <i>The capital assets subledger is maintained, reviewed, and reconciled to the general ledger.</i>		
2015-071	MW The City does not have a complete listing of capital assets. The City did not have a listing of ongoing and completed construction projects. It has not implemented accurate and complete asset identification, system mapping, and tagging processes that include sufficient detail to clearly differentiate and accurately track capital assets to the fixed assets system.	Implement processes and controls to facilitate identification and tracking of capital assets and CIP.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. The City of Oxnard does maintain a listing of capital assets in the financial system module for capital assets. However, the City currently did not maintain an up-to-date listing for Construction-in-Progress assets. During fiscal 2014-2015, the City completed a listing for Construction-in-Progress Assets for all open and active projects.
2015-072	MW No physical inventory of capital assets and CIP has been performed for many years.	Perform a physical inventory of capital assets and CIP.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. L.	Capital Assets and Construction and Progress (CIP) - <i>The City has sufficient internal control and related processes to accurately, consistently, timely record additions to capital assets and CIP (including all costs necessary to place the asset in service), transfers from other agencies, disposals and CIP activity.</i>		
2015-073	MW The City did not have adequate policies and procedures to ensure that assets acquired, whether constructed, purchased, or on a capital lease, are recorded in the general ledger and the fixed-assets system in a timely manner.	Establish policies and procedures to ensure that assets acquired are recorded in the general ledger and the fixed-assets system in a timely manner.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-074	MW The City has not implemented a process to identify and evaluate all lease agreements to ensure that they are appropriately categorized as operating or capital, and properly reported in the financial statements and related disclosures.	Assign a member of the Finance Department who has sufficient knowledge and skills to identify and evaluate all lease agreements to ensure that they are appropriately categorized as operating or capital, and properly reported in the financial statements and related disclosures.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-075	MW The City did not transfer certain assets from CIP to "in-use" assets in a timely manner. There were no controls in place to identify completed construction projects.	Establish policies and procedures to identify completed construction projects and properly transfer the cost from CIP to capital assets. The policies and procedures should include determining the date placed in service, useful life, and depreciation expense.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2014-2015, management identified projects that were 98% complete and capitalized.
2015-076	MW CIP amounts that represent discontinued projects were not expensed.	Construction projects that have been discontinued should be properly expensed.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-077	MW Capital outlay expenditures were not evaluated to determine whether capitalization was appropriate.	Capital outlay expenditures should be routinely evaluated to determine whether capitalization was appropriate.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-078	MW The City does not have polices and procedures in place to properly account for capitalized interest in accordance with GAAP. Capitalized Interest normally begins at the start of preconstruction activities and ends when an asset is substantially complete and ready for use. Our audit procedures revealed that the City did not end their interest capitalization for Historic Enhancement and Revitalization of Oxnard (HERO) Project after an asset was substantially complete and ready for use. Therefore, the amount of asset was overstated by \$1,973,770.	Policies and procedures must be developed and implemented to properly account for capitalized interest. In addition, we recommend more effective review procedures.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. L.	Capital Assets and Construction and Progress (CIP) - The City has sufficient internal control and related processes to accurately, consistently, timely record additions to capital assets and CIP (including all costs necessary to place the asset in service), transfers from other agencies, disposals and CIP activity. (Continued)		
2015-079	MW The rate and method of application of indirect labor cost (Labor markup) to capital projects was dated back to 2012 amounts. Application to projects is currently done through manual entries. Manual entries leave room for error and are often not timely or efficient.	Review and update the process for indirect cost allocation for accuracy. Review is needed to ensure that projects are assigned the appropriate labor cost.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. L.	Capital Assets and Construction and Progress (CIP) - Management tracks asset acquisitions and remaining costs and compares to capital budgets.		
2015-080	MW There is lack of sufficient controls to track asset acquisitions and compare actual costs incurred to approved capital budgets. CIP costs are allowed to exceed recorded capital budgets. Completed projects are not properly closed on a timely manner.	Establish policies and procedures to track asset acquisitions and construction and compare to approved capital budgets. Recorded capital budgets must be updated for approved change orders, otherwise CIP costs should not be allowed to exceed the approved capital budgets. Projects should be closed when completed. Additional costs must not be incurred on the project when it is complete.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. L.	Capital Assets and Construction and Progress (CIP) - Periodically, capital asset listings are routed to the appropriate managers to determine whether the assets still physically exist.		
2015-081	MW Department and project managers were not involved in the internal control process.	The capital assets listing should be routed to department and project managers to determine whether assets still physically exist.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, the Finance Department has established new lines of communication with the Departments and project managers.
III. L.	Capital Assets and Construction and Progress (CIP) - Individuals are designated with responsibility for assuring compliance with the terms and conditions of all grants, restricted contributions, exchange contracts, etc., that relate to capital assets.		
2015-082	MW There are individuals designated with responsibility for assuring compliance with the terms of grants and contracts; however, there was insufficient communication between these individuals and the finance department.	Establish policies and procedures relating to capital assets and CIP and communicate such policies and procedures to affected individuals in other departments. The finance department should lead the coordinated efforts of various departments to implement the policies and procedures.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. L.	Capital Assets and Construction and Progress (CIP) - Individuals are designated with responsibility for monitoring all significant construction projects.		
2015-083	MW Project managers are designated to monitor construction projects; however, there was insufficient communication between the project managers and the finance department.	Establish policies and procedures relating to capital assets and CIP and communicate such policies and procedures to affected individuals in other departments. The finance department should lead the coordinated efforts of various departments to implement the policies and procedures.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, the Finance Department has established new lines of communication with the Departments and project managers.
III. L.	Capital Assets and Construction and Progress (CIP) - Capital asset depreciation charges are calculated correctly by the automated system and are reviewed for reasonableness by management.		
2015-084	MW Depreciation was not properly calculated by the automated system because the inputs were made incorrectly. No review was made by management during the year.	The capital assets system should be reviewed and inputs should be corrected when necessary.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. L.	Capital Assets and Construction and Progress (CIP) - Disposals of capital assets are reviewed by management and entered into the capital assets subledger by accounting personnel in a timely fashion.		
2015-085	MW There is no process in place for reporting disposals of capital assets.	Policies and procedures should be established to obtain information from various departments regarding any disposals of capital assets.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. M.	Accounts Payable - Accounts payable aging/subledger is reviewed and reconciled to the general ledger.		
2015-086	MW Reconciliation of accounts payable aging/subledger against the general ledger was not performed at end of year. It was not possible to generate the report after the cut-off date.	We recommend that procedures be put in place to specifically generate an accounts payable aging report at month-end. This report should be agreed to the general ledger and reviewed by an appropriate member of management.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, management has implemented a report list to run each June 30 for critical reports needed as discovered through the fiscal 2014-2015 audit process.
III. M.	Accounts Payable - Changes to the vendor master file are periodically reviewed for reasonableness.		
2015-087	MW No formal process in place to review master vendor file and investigate any exceptions.	The master vendor file should be reviewed periodically. During the review process, the file should be compared to W-9s, addresses should be compared to employees' addresses, and inactive vendors should be removed.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, management has implemented removing inactive vendors and reviewing the W-9 process.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. N.	Long-Term Debt - A reconciliation of outstanding debt instruments to the general ledger was not prepared and reviewed timely. Statements received from lenders are reconciled to the subsidiary ledger and differences are investigated.		
2015-088	MW The long-term debt liability balances were not adjusted at year-end. Principal and interest payments were not posted to correct accounts and/of funds. Accrued interest was not calculated or recorded. Prior-year accrued interest was not reversed. Amortization of premiums and discounts was not recorded.	A monthly reconciliation of outstanding debt instruments to the general ledger should be prepared and reviewed timely. Statements received from lenders must be reconciled to the subsidiary ledger and differences investigated.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. N.	Long-Term Debt - Calculations and adjustments related to current or advance debt refundings have been recorded and reviewed and approved by an appropriate person.		
2015-089	MW Significant adjustments for bond issuance and defeasance were not recorded. Bond proceeds of approximately \$20 million was not recorded in the general ledger.	Procedures should be established to capture transactions that are infrequent or non-routine in nature on a timely basis. The Financial Resources Division should communicate to the Accounting Department activities such as issuance of debt or defeasance of debt.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. N.	Long-Term Debt - Debt agreements are reviewed for appropriate classification of outstanding debt.		
2015-090	MW No policies in procedures in place to capture new debt agreements and capital leases. Debt agreements and lease agreements are not reviewed for appropriate classification of outstanding debt and capitalization of assets on capital lease. Significant notes payable and capital leases were not recorded in the general ledger.	Procedures should be established to capture transactions that are infrequent or non-routine in nature on a timely basis. The Financial Resources Division should communicate to the Accounting Department activities such as issuance of debt or defeasance of debt.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. N.	Long-Term Debt - Debt compliance determinations are prepared and reviewed timely.		
2015-091	MW Compliance with debt covenants particularly rate covenants in the water and wastewater funds were not determined and reviewed in a timely manner.	Procedures should be improved to ensure that debt compliance determinations are prepared and reviewed timely.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. O.	Pension Plans - The City reviews the census data used by the actuary to calculate the net pension liability.		
2015-092	SD Census data used by CalPERS and PARS to calculate the net pension liability was not reviewed. Discrepancies in demographic and compensation data were noted in current year.	Review the census data used by actuaries in calculating the net pension liability and ensure that discrepancies are investigated and resolved appropriately.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. O.	Pension Plans - The City remits employee contributions to the trustees as soon as the amounts are withheld from the employee's paychecks.		
2015-093	SD On several occasions during FY 2015, employee contributions for retirement plans were not remitted to the trustees on a timely basis.	Improve processes in place to ensure that employee contributions for retirement plans are remitted to the trustees on a timely basis all the time.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. P.	Use of Credit Cards - The City has sufficient controls over credit card issuance and usage to prevent fraud and abuse.		
2015-094	SD An employee in the purchasing department has the authority to contact Bank of America to issue credit cards in anyone's name under the City of Oxnard's account.	Issuance of credit cards should be approved by an appropriate level of management. The Purchasing Manager should review open credit card listing monthly to ensure that only current active employees have access to credit cards. Also recommend reviewing credit cards with no activity for current employees and deleting accounts if they are not deemed to be necessary to help limit exposure.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. During fiscal 2015-2016, the Finance Department performed a credit card assessment which included, meeting with each City Department to review their credit card holdings and eliminated and significantly reduced credit cards and limits where necessary.
III. P.	Use of Credit Cards - Credit cards issued to employees who were terminated should be cancelled immediately.		
2015-095	BP Credit cards remained active for a period of 2 months to almost 9 months after employee was terminated before being cancelled.	The City should implement a checklist to include verifying with Purchasing Department if the employee has an active credit card as part of the termination procedures.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. P.	Use of Credit Cards - Credit card transactions are posted to the general ledger on a monthly basis.		
2015-096	SD Credit card transactions were not processed and reviewed timely by the Finance Department.	The Finance Department should process and review credit card transactions on a timely basis.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. Q.	Contracts - The City manages contract awards for purchase of supplies and personal property and procurement of professional services and public works contracts in accordance with the City's Municipal Code pertaining to contracting and bid requirements.		
2015-097	BP The bidding process is decentralized. All contracts and bids are not being retained by the Purchasing Department so they can have documentation that bids went through the proper channels and contracts were properly prepared.	Bids/proposals greater than \$25,000 should be sent to the Purchasing Department to indicate the approved bids were submitted and received according to the City policy and to retain a copy for their records for a period of three years, according to the Purchasing Manual.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-098	SD The list of FY 2015 approved contracts generated by the Purchasing Department was incomplete because some jobs that were approved by the City Manager or City Council were not updated on the network spreadsheet indicating the contracts were approved.	Establish procedures to ensure that list of approved contracts maintained by the Purchasing Department includes all contracts approved by the City Manager and City Council.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-099	SD Change orders for public works contracts exceeding \$50,000 must be submitted to City Manager for approval. Agreement No. A-7630 with Granite Construction was missing an approved change order from project file in the amount of \$82,302.	City needs to establish and follow procedures for approval of change orders. All change orders approval should be documented and kept in the project file with the public works department.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
III. R.	Municipal Golf Course - The City has oversight over the service concession arrangement with a privately-owned company that operates the municipal golf course.		
2015-100	SD There is a lack of oversight over the service concession at the municipal golf course. The privately-owned operator currently controls all finance functions. Only a project manager, who is a City employee, is responsible for oversight. A joint bank account has not been set-up or utilized as stated in the agreement between the City and operator.	The City should create an oversight board to oversee the Municipal Golf Course. The oversight board should review and approve the annual business plan which includes the budgets as well as all monthly financial reports.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. The Internal Audit Program is scheduled to access the deficiencies and weaknesses of the Municipal Golf Course operations.
III. R.	Municipal Golf Course - The City properly accounts for the service concession arrangement in its financial statements.		
2015-101	MW The City has previously reported all revenues generated and expenses incurred by the operator in the City's financial statements. However, the City only receives a share of net receipts at the end of each year.	Only the share of net receipts should be reported as revenue from the service concession. Gross revenues generated and all expenditures incurred by the private operator should not be included in the City's financial statements.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. The Internal Audit Program is scheduled to access the deficiencies and weaknesses of the Municipal Golf Course operations.
III. R.	Municipal Golf Course - The City appropriately bills the private operator for use of water and other City services.		
2015-102	SD The City did not bill the company for water used on the municipal golf course.	The City should bill the operator for use of any City services to operate the municipal golf course.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018. The Internal Audit Program is scheduled to access the deficiencies and weaknesses of the Municipal Golf Course operations.
III. S.	Review and Reconciliation of Clearing Funds - Clearing funds (Fund #542, 543, 545, and 555) are used by the City to allocate payroll and other costs across funds and to accumulate costs that will eventually be reimbursed by Citicorp's and Housing Authority. Clearing funds or clearing accounts are temporary in nature and are "zeroed out" periodically.		
2015-103	SD Clearing funds are not reviewed and closed-out regularly. As a result of City's clean-up of these funds during our audit, material prior-period adjustments were made.	Close-out clearing funds periodically, quarterly, or at least annually.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
III. S.	Review and Reconciliation of Clearing Funds - Funds held by the City in a custodial capacity should be accounted for in an agency fund. Contributions or donations from outside parties that are supposed to be used for special purposes should be classified as "restricted, committed, assigned or unassigned" depending on the terms of the contribution or donation.		
2015-104	BP The City has a "trust fund" (Fund 571) to account for contributions or donations from outside parties. The contributions or donations come with various designations. The City does not have procedures in place to classify the fund balances within the general fund as "restricted, committed, assigned, or unassigned" or to account for certain funds as agency funds rather than in the general fund.	Review the various sources of the contributions and donations and designations made by contributors and donors. Establish procedures to classify fund balances within the general fund or to account for other funds in an agency fund.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response
IV.	Information and Communication - <i>The City obtains or generates and uses relevant, quality information, internally communicates information, including objectives and responsibilities for internal control, and communicates with external parties to support the functioning of internal control.</i>		
2015-105	SD The various departments of the City operated in silos. Department heads were not actively involved in the budget and financial reporting process. Communication between the finance department and various departments was not encouraged.	Improve communication among departments. The Finance Department should hold meetings with department heads periodically.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
V.	Monitoring Activities - <i>The City selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.</i>		
2015-106	MW There is a lack of written policies and procedures over monitoring of internal control over financial reporting.	Design and implement an integrated framework for internal control which includes monitoring of implementation of internal control and evaluating it on a regular basis.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
V.	Monitoring Activities - <i>The City evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management, the Fiscal Policy Task Force and City Council.</i>		
2015-107	MW Internal control over financial reporting was not sufficiently evaluated during FY 2015 and past years. Significant deficiencies were not communicated to senior management, Fiscal Policy Task Force, and City Council.	Design and implement an integrated framework for internal control, which includes monitoring of implementation of internal control and evaluating it on a regular basis.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
2015-108	SD Part of the Organizational Assessment implementation was an internal audit function. The internal audit function has not been implemented.	Implement the internal audit function as soon as possible.	The City of Oxnard has begun the Internal Audit Selection Process. Request for Proposals were sent out to prospective firms in January 2016 of which a total of eight responses were received. In April 2016, the committee directed staff is to revisit the internal audit selection process.
Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements - <i>The City, as issuer of various municipal bonds, complies with bond covenants, which includes continuing disclosure and rate covenants.</i>			
2015-109	NC During FY 2015, the City failed to comply with certain bond covenants as discussed below: a. The Water Fund's and the Wastewater Fund's debt service coverage ratio fell below the ratio required by bond covenants. b. The City was unable to meet the continuing disclosure requirement by the due date of March 31, 2016.	Improve processes in place to ensure compliance with bond covenants. Part of this process is proactive monitoring by the Financial Resources Division. Any deficiencies noted during the monitoring process should be brought to the attention of top City management.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)

FINDINGS - FINANCIAL STATEMENTS

Number	Finding	Recommendation	City's Response	
Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements - <i>The City, as successor agency to the former redevelopment agency, may only charge the private purpose trust fund expenses that are approved in the Recognized Obligation Payment Schedule (ROPS).</i>				
2015-110	NC	The Oxnard Successor Agency incurred administrative costs in excess of approved budget amounts as stated in the ROPS.	Improve processes in place to ensure that the expenses reported in the private purpose trust fund were approved in the ROPS.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.
Compliance with Certain Provisions of Laws, Regulations, Contracts, and Grant Agreements - <i>The City's Annual Financial Transactions Report to the State Controller's Office (SCO report) includes all year-end final closing adjustments. Adjustments needed to reconcile the SCO report to the audited financial statements are properly reported in the following year's SCO report.</i>				
2015-111	SD	The City's 2014 SCO report contained material misstatements. The City had to make material adjustments to reconcile the 2014 SCO report to the 2014 audited financial statements. In addition, the 2015 SCO report did not include all year-end final closing adjustments because the closing process has not been completed when the SCO report was due. The City is expected to make material adjustments to reconcile the 2015 SCO report to the 2015 audited financial statements.	Adjustments needed to reconcile the 2015 SCO report to the 2015 audited financial statements should be explained in detail in the 2016 SCO report.	This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018.

MW - Material Weakness

SD - Significant Deficiency

BP - Best Practices

NC - Non-Compliance

CITY OF OXNARD
STATUS OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2015

Major Federal Programs

There were no findings and questioned costs related to the Federal awards for the year ended June 30, 2014.

Financial Statements

Finding Number 2014-001

Condition

The City has formal compensated absences policies regarding the maximum amount of hours that an employee can accrue and the annual maximum amount of hours that an employee can cash out. However, we noted several instances where employees had hours accrued that exceeded the maximum limits stated in the policies.

Criteria

Internal controls should be in place to provide reasonable assurance that activity related to compensated absences are monitored for noncompliance and noncompliance matters are properly addressed and documented in a timely manner..

Cause

There are no procedures in place enabling the review of these account balances for possible noncompliance.

Effect

The City is in violation of formal compensated absences policies.

Recommendation

We recommend that the City review the compensated absences policies and the existing internal controls related to monitoring compliance and make the necessary modifications to ensure compliance with the City's formal compensated absences policies.

Current Status

Implemented

STATUS OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS (Continued)**Finding Number 2014-002****Condition**

We noted that the bank reconciliations reconciled the balances of cash and investments held in financial institutions to the City's Treasurer Report. However, the reconciling items noted in this reconciliation were not posted to the general ledger which resulted in a significant variance between the balances reported the City's Treasurer Report and the general ledger.

Criteria

Internal controls should be in place that provide reasonable assurance that all reconciling bank activity is properly recorded.

Cause

Lack of reconciliation to all applicable transaction classes.

Effect

As a result, certain current-year revenues and expenditures were not properly recognized in the proper period in the general ledger.

Recommendation

We recommend that all significant reconciling items identified as part of the reconciliation process be recorded in the general ledger in the period being reconciled to ensure a proper recognition of activity.

Current Status

Not implemented. See current Finding 2015-020.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: July 19, 2016

TO: City Council

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

FROM: Greg Nyhoff, City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 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.

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.

Agreements for City Council Review
July 19, 2016
Page 2

ATTACHMENTS:

Attachment A: City Manager Contract List July 19, 2016

City Manager Contract List for 07/19/2016

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

A First Amendment Fair Housing Services

Vendor:	Housing Rights Center	Amount to be Approved:	\$29,000
Type:	Amendment	Current FY Amount:	\$29,000
Agreement No.:	7158-15-HO	Total Contract Amount:	\$58,000
Amendment No.:	1	Funding Source:	Community Development Block Grant
Purchase Order No.:	5490	Vendor Selection Process:	Request for Proposals (RFP)
Begin Date:	07/01/2015	# of Bids/Proposals/Quotes:	1
End Date:	06/30/2017	Project Manager:	Arturo Casillas, Housing Director
Term:	2 years	Department:	Housing Department
		Telephone:	385-8095
		Email:	karl.lawson@oxnard.org

Purpose:

Staff is requesting authorization to enter into a First Amendment with the Housing Rights Center (HRC) in the amount of \$29,000 to continue providing fair housing counseling and services to Oxnard residents, tenants, homeseekers, and housing providers; public education and outreach; and training for City and Oxnard Housing Authority staff.

Pursuant to the City's purchasing policies, a Request for Proposals was issued in December of 2014. The HRC submitted the only proposal. The proposal was reviewed and evaluated by staff and by the Community Relations Commission's Fair Housing Subcommittee, which recommended the HRC's selection. That recommendation was presented to City Council on May 5, 2015, and was approved. The First Amendment will increase the cost of the agreement by \$29,000 for a total amount not to exceed \$58,000.

B First Amendment Temporary Staffing

Vendor:	AppleOne Employment Services	Amount to be Approved:	\$50,000
Type:	Amendment	Current FY Amount:	\$50,000
Agreement No.:	7379-16-HR	Total Contract Amount:	\$75,000
Amendment No.:	1	Funding Source:	General Fund
Purchase Order No.:	5869	Vendor Selection Process:	Informal Bids
Begin Date:	02/22/2016	# of Bids/Proposals/Quotes:	3
End Date:	01/01/2017	Project Manager:	Loretta Fisher
Term:	1 year	Department:	Human Resources
		Telephone:	385-7489
		Email:	loretta.fisher@oxnard.org

Purpose:

Staff is requesting authorization to enter into a First Amendment with AppleOne Employment Services in the amount of \$50,000 to continue providing temporary staffing. AppleOne will provide short-term staffing while staff recruits and fills critical vacant positions across the various departments.

The original agreement was entered into in February 2016, and was for \$25,000. Three temporary services agencies were contacted. AppleOne was selected as the lowest cost responsive bidder.

City Manager Contract List for 07/19/2016

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

C First Amendment with Tel Quest Communication

Vendor: Tel Quest Communications
 Type: Amendment
 Agreement No.: 7183-15-CM
 Amendment No.: 1
 Purchase Order No.: BPO 5537
 Begin Date: 07/18/2015
 End Date: 07/17/2017
 Term: 2 years

Amount to be Approved: \$50,000
 Current FY Amount: \$50,000
 Total Contract Amount: \$100,000
 Funding Source: General Fund
 Vendor Selection Process: Informal Bids
 # of Bids/Proposals/Quotes: 4
 Project Manager: Keith Brooks, Information Technology Director
 Department: Information Technology Department
 Telephone: 805-385-7551
 Email: kevin.pisacich@oxnard.org

Purpose:

Staff is requesting authorization to enter into a First Amendment with Tel Quest Communications in the amount of \$50,000 to continue performing critical information technology support functions including structural cabling installation and repair, emergency response system maintenance and repair, and audio/video equipment and system installation for all City departments.

Pursuant to the City's purchasing policies, Information Technology staff solicited four bids. Tel Quest Communications was selected as the lowest responsible bidder. The First Amendment will increase the cost of the agreement by \$50,000 for a total amount not to exceed \$100,000.

D BPO/Street Maintenance-Asphalt Cold Patch

Vendor: The Home Depot
 Type: Purchase Order
 Agreement No.: N/A
 Amendment No.: 5827
 Purchase Order No.: 07/01/2016
 Begin Date: 06/30/2017
 End Date: 1 Year
 Term:

Amount to be Approved: \$50,000
 Current FY Amount: \$50,000
 Total Contract Amount: \$50,000
 Funding Source: Gas Tax Funds
 Vendor Selection Process: Informal Bids
 # of Bids/Proposals/Quotes: 4
 Project Manager: Daniel Rydberg, Public Works Director
 Department: Public Works
 Telephone: 797-8206
 Email: raymond.williams@oxnard.org

Purpose:

Staff is requesting authorization to purchase bulk supply of cold asphalt repair materials for patching potholes, filling utility cuts and repairing damaged asphalt.

Pursuant to the City's Purchasing Policies, the Streets Division solicited four informal bids for the asphalt cold patch material and all four bids were received. Home Depot was selected as the lowest bidder providing high performance asphalt cold patch material.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: July 19, 2016

TO: City Council

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

FROM: Ingrid Hardy, Cultural & Comm Services Director

SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging (VCAAA) for FY2016-2017

CONTACT: Terrel Harrison, Cultural & Community Services
Terrel.Harrison@oxnard.org, 385-7994

RECOMMENDATION:

That City Council:

1. Authorize the City Manager or designee to execute Ventura County Area Agency on Aging Grant Contract No. A-7890 for the Provision of Services (Senior Nutrition Program) ("Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Chief Financial Officer or designee to submit financial reports, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds; and
2. Approve a special budget appropriation to recognize the Senior Nutrition grant award in the amount of \$104,513 and program donations in the amount of \$14,000 for the FY 2016-2017 Senior Nutrition Program.

BACKGROUND

The VCAAA has awarded grant funds in the amount of \$104,513 to the City of Oxnard Senior Nutrition Program for FY 2016-2017. The Senior Nutrition Program provides congregate and home-delivered meals to Oxnard area seniors, 60 years of age and older. The City's Senior

VCAAA Senior Nutrition

July 19, 2016

Page 2

Services division is expected to serve approximately 13,350 congregate meals and 22,600 home-delivered meals to home-bound seniors during FY 2016-2017.

The City's Senior Services division provides the administrative oversight and management of the Senior Nutrition Program, space to serve, prepare and distribute meals, along with volunteers to assist in the day-to-day operation of the Program. A match of 10% is required and met through facility use by preparing all meals at the Wilson Senior Center kitchen and serving meals at the Wilson and Palm Vista Senior Centers. The Program also collects an estimated \$14,000 in donations. These funds are placed back into the program and used to purchase food and supplies.

FINANCIAL IMPACT

The City will receive Senior Nutrition Program grant funding pursuant to Contract No. A-7890 to the Senior Nutrition Program Grant Agreement. Upon Council approval of a budget appropriation, grant revenues in the amount of \$104,513 and program donations in the amount of \$14,000 will be appropriated to FY16-17 Senior Nutrition Program through June 30, 2017 (261-5503-805).

ATTACHMENTS:

Attachment A: Ventura County Area Agency on Aging Agreement

Attachment B: Request for Budget Appropriation

**Ventura County Area Agency on Aging
Agreement and Assurances of Older Americans Act
Grant Award for Services**

ISSUED TO: City of Oxnard
(Name of Contractor)

350 North "C" Street
(Address)

Oxnard CA 93030
(City) (State) (Zip Code)

=====

FOR VCAAA USE ONLY

The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract AP-1617-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	<u>FY 2016-2017</u>
Contract Number:	<u></u>
Funding Agency Name (State/Federal):	<u>Ventura County Area Agency on Aging (California Department of Aging/Administration on Aging)</u>
CFDA No.:	<u>93.045</u>
Program Name:	<u>Senior Nutrition</u>
State Fund Amount:	<u>\$0.00</u>
Federal Fund Amount:	<u>\$ 36,713 (C1)</u>
	<u>\$ 67,800 (C2)</u>
TOTAL CONTRACT AMOUNT:	<u>\$ 104,513</u>
Match (10% required, cash or in kind):	<u>\$ 10,451.30</u>
Contract Amount plus Match:	<u>\$ 114,964.30</u>

**Ventura County Area Agency on Aging
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**Ventura County Area Agency on Aging
Agreement and Assurances of Older Americans Act
Grant Award for Services**

This agreement is made and entered into on July 1, 2016, by and between the **County of Ventura**, which includes among its component parts the **Ventura County Area Agency on Aging** (hereinafter called Area Agency) and the **City of Oxnard** (hereinafter called Contractor) for services specific in **Exhibit A** attached hereto and incorporated herein by reference ("Service Requirements").

Article I: Scope of Service and Performance Standards

Section 1

The performance of this contract is subject to the contingencies identified in **Exhibit C** attached hereto and incorporated herein by reference ("Contingencies"). Area Agency shall not be obligated to perform any obligation pursuant to this agreement unless and until each and every one of the Contingencies occurs to the satisfaction of the Area Agency. The Area Agency will notify Contractor, in writing, if and when Contractor has satisfied the Contingencies.

The provision of services under the terms of this contract by Contractor prior to receiving written notification of the satisfaction of Contingencies from the Area Agency is at Contractor's sole risk. Contractor understands and agrees that unless agreed otherwise in writing by VCAAA, Contractor will abide by the terms of its grant application and by the terms of the VCAAA Contractors' Manual.

Section 2

Contractor shall provide, in a satisfactory and proper manner as determined by the Area Agency's representative, the necessary personnel, equipment and materials required to carry out the services and/or activities and/or construction or acquisition as detailed in the grant application incorporated herein by reference and specifications attached as **Exhibit B** and incorporated herein. Contractor agrees to provide the services and/or activities and/or construction or acquisition in accordance with all applicable local, state, and federal designation and program standards, regulations and laws.

Contractor shall provide services provided for in this agreement in accordance with, and to comply with all terms of, the contract (AP-1617-18, HI-1617-18 or TV-1617-18) between the California Department of Aging (CDA) and the Area Agency ("the CDA Contract"), and will require any subcontractors to administer their subcontracts in accordance with this agreement and the CDA Contract, and with all applicable local, state, and federal laws and regulations including, but not limited to: those regarding discrimination, wages, and hours of employment; occupational safety; and, to fire, safety, health and sanitation regulations, directives, guidelines and/or manuals related to this agreement and resolve all issues using good administrative practices and sound judgment. A copy of the CDA Contract is on file with the Area Agency and is available upon request.

Section 3

If performance under this contract for any quarter falls below 90 percent of the contracted level of units of service, or exceeds the contracted level by more than 15 percent for the quarter, or fails to meet the quality performance standards specified in this agreement, the service provider shall submit a corrective action plan for approval by the Area Agency. The plan shall specify the specific actions to be taken to correct the problem and a timetable for each action.

If the corrective action plan is not submitted within 10 days of the end of the quarter, or if it is not implemented in accordance with the approved corrective action plan, appropriate sanctions may be imposed, as described in the Area Agency's sanction policy which is incorporated herein by reference. Failure to implement the approved corrective action plan may result in termination of the contract.

At its sole discretion, the Area Agency may waive the requirement of a corrective action plan if exceptional circumstances account for performance below the contracted level. Exceptional circumstances are those circumstances which are beyond the service provider's control, such as natural disasters, inflationary increases beyond anticipated levels, and/or shortages of materials or supplies due to labor disputes or other reasons.

The Area Agency may request corrective action or impose sanctions at any time it is deemed necessary to uphold Area Agency, state, and federal policies and regulations.

All services provided pursuant to this agreement must be fully implemented and operational within 120 days of commencement of this agreement if this is a one-year grant, or upon the effective date of this contract if this is a one-time-only grant contract.

Section 4

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

The Contractor agrees that during the terms of this agreement that they are of sound financial status. Any Contractor that is a private corporation, Joint Powers Agreement (JPA) or private nonprofit must be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement. Failure to maintain good standing shall result in suspension or termination of this Agreement with the Area Agency on Aging until satisfactory status is restored.

Section 5

Under the terms of this contract, the following definitions apply:

CCR means California Code of Regulations.

CFR means Code of Federal Regulations.

Child means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]

Contractor means the legal entity that receives funds from the Area Agency on Aging to provide direct services identified in and in accordance with this Agreement and determines who is eligible to receive the services. This term may be used interchangeably with Subrecipient and Grantee.

Coordination means activities that involve the active participation of the Area Agency on Aging (AAA) staff to include liaison with non-Older Americans Act (OAA) funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.

Eligible Service Population for Title III B and D means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

Eligible Service Population for Title III C-1 and C-2 means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- **Congregate Meals** – Individuals eligible to receive meals at a congregate site are as follows:
 - a) Any older individual.
 - b) The spouse of any older individual.
 - c) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - d) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - e) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
- **Home-Delivered Meals** – Individuals eligible to receive a home-delivered meal are as follows:
 - a) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation. (These individuals shall be given priority).

- b) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
- c) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

Eligible Service Population for Title III E means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

Grandparent or Older Individual Who is a Relative Caregiver means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption, who is fifty-five (55) years of age or older, and who:

- a. Lives with the child;
- b. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and
- c. Has a legal relationship with the child, such as legal custody or guardianship, or is raising the child informally.

Health Insurance Counseling and Advocacy Program (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

Individual with Severe Disability(ies) means a person with a severe, chronic disability attributable to mental or physical impairment, that is likely to continue indefinitely and results in substantial functional limitation in three or more major life activities. [OAA § 102(a)(48)]

In-kind Contributions means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

Matching Contributions means local cash and/or in-kind contributions made by the Contractor, a subcontractor, or other local resources that qualify as match for the Contract funding. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor or a subcontractor. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) cost principles.

Non-Matching Contributions means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).

OMB means the federal Office of Management and Budget.

One-Time-Only Funds means:

- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]

Priority Services for Title III B means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

Priority Services for Title III E means services provided to family caregivers who care for individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction, and to grandparents or older individuals, who are relative caregivers who care for children with severe disabilities. [OAA § 372(b)(1)-(2)]

Program Development means activities that either establish a new service or expand or integrate existing services.

Program Income means revenue generated by the Contractor or subcontractor from contract-supported activities and may include:

- a. Voluntary contributions received from a participant or responsible party as a result of services.
- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- c. Royalties received on patents and copyrights from contract-supported activities.
- d. Proceeds from sale of items purchased under a contract agreement.

Program Requirements means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

State and **Department** mean the State of California and the California Department of Aging (CDA) interchangeably.

State Health Insurance Assistance Program (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

Title III B (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a. Be open to the public. [45 CFR 1321.53(b)(3)]
- b. Not means test. [OAA § 315(b)(3)]
- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22 CCR 7638.9]
- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)][45 CFR 75.403(f)]

Title III C-2 (Home-Delivered Nutrition Services) means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

Title III D (Disease Prevention and Health Promotion Program) means disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs help older adults learn techniques and strategies to delay and/or manage chronic health conditions and include activities that improve; nutrition, physical fitness, fall prevention, and emotional well-being.

Title III E Family Caregiver Support Program (FCSP) Categories are:

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services [OAA 373(b)(1)(2)(3)(4)(5)]

USC means United States Code.

Welf. & Inst. Code means Welfare and Institutions Code.

Article II: Period of Performance

Except as otherwise provided, the term of this agreement shall commence on July 1, 2016, and terminate on June 30, 2017.

Article III: Program Budget and Payment Schedule

Section 1

The total compensation to be paid to Contractor shall not, in any event, exceed **\$104,513** (the "Grant Amount"). Such reimbursed compensation shall be paid in monthly increments upon receipt of a monthly request for advance of funds submitted by Contractor to the Area Agency and on the basis of an evaluation of Contractor's cash requirements, cash-on-hand as documented on the request form, and the Area Agency's approval of performance to-date.

No expenditure shall be made or obligation incurred in excess of the Grant Amount, this agreement, or not in accordance with the Authorized Total Budget, as defined herein. The total budget authorized by the Area Agency shall be provided with the written notification of satisfaction of contingencies ("Authorized Total Budget"). Any expenditure of funds that is not in compliance with the Authorized Total Budget or this agreement, or not within the costs set forth in the Authorized Total Budget, or in accordance with applicable federal and state rules and regulations, shall not be chargeable to the Area Agency. Any unauthorized expenditures shall be borne by Contractor. The contractor is required to submit a request for reimbursement no later than thirty (30) days from the end of the service month. For contractors requesting reimbursement requests quarterly, the request is to be submitted within thirty (30) days following the end of the quarter.

Any reimbursement for authorized travel and per diem under the terms of this agreement shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources' (CalHR) rules and regulations: (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).

In State:

- Mileage – <http://www.calhr.ca.gov/PML%20Library/2015041.pdf>
- Per Diem (meals and incidentals) – <http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx>,
- Lodging – <http://www.calhr.ca.gov/employees/Pages/travel-lodging-reimbursement.aspx>

Out of State:

- <http://www.calhr.ca.gov/employees/Pages/travel-out-of-state.aspx>

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by the Area Agency on Aging, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Area Agency on Aging. (CCR, Title 2 Section 599.615 et seq.)

Section 2

All payments shall be made in accordance with the provisions of this agreement and the Authorized Total Budget. The funds to be paid by the Area Agency to Contractor are solely federal and state funds and shall be spent in accordance with the Authorized Total Budget. Contractor must obtain prior approval in writing from Area Agency's representative for any budget modifications.

Section 3

The Area Agency may, at its discretion, reallocate to other projects that portion of Contractor's Older Americans Act award which (during the mid-year or other budget review) is projected to become unexpended grant funds.

Section 4

Contractor shall maintain accounting records (including payroll records, bills, invoices and receipts) for all funds received pursuant to this agreement separate from any other funds administered by Contractor. This shall include project income and all matching funds indicated in the grant application. Contractor shall expend the same solely for the purpose of the project, and shall refund to the Area Agency any unencumbered amounts upon termination or completion of the subject project. Contractor shall also account for all other non-cash items reflected in the budget of the grant application.

Section 5

In the event Contractor receives payment for a service to which reimbursement is disallowed by the Area Agency or to the Area Agency by the California Department of Aging or the Federal Administration on Aging, Contractor shall promptly refund the disallowed amount to the Area Agency on request.

Section 6

Funds made available under this Agreement shall supplement, and not supplant, any Federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E), or Title VII Programs.

Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support informal caregiving, such as Medicaid waiver programs (e.g., MSSP, etc.), or other caregiver services such as those provided through

Caregiver Resource Centers, Linkages, Alzheimer's Day Care Resource Centers, Respite Purchase of Service, and other Title III funded providers.

Section 7

Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor and must be allowable as outlined in OMB circulars and may be cash or in-kind contributions.

Section 8

The maximum reimbursement amount allowable for indirect costs is 8% of Contractor's direct costs, excluding in-kind contributions and nonexpendable equipment.

Section 9

Matching Requirements

1. The required minimum administration matching contributions for Title III-B, & III-E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III-B and III-C is ten percent (10%).
3. The required minimum program matching contributions for Title III-E is twenty-five percent (25%).
4. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
5. Program matching contributions for Title III-B and III-C can be pooled to meet the minimum requirement of ten percent (10%).
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title' III-B or III-C cannot be used to meet the program match requirement for III-E.
8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).
9. Expend not more than ten percent (10%) of the total Title III-E federal and matching non-federal share to provide support services to grandparents and older individuals who are relative caregivers of a child who is not more than eighteen (18) years of age in accordance with OAA § 373(g)(2)(C).
10. Limit expenditures for Title III-E Supplemental Services to twenty percent (20%) of the total Title III-E federal and matching non-federal share.

Article IV: Reporting and Evaluation

Section 1

Contractor shall submit status reports to the Area Agency on a monthly basis in a form to be determined by the Area Agency. All program reports are due on or before the tenth of

each month following the month being reported and shall contain the information requested by the Area Agency.

Section 2

Area Agency may, at its discretion, conduct periodic evaluations or audits of the Program. Contractor shall cooperate with the Area Agency in evaluations of the Program as scheduled by the Area Agency. Contractor will collect and make available all pertinent project information as needed and/or requested, and participate in any project site visits made by the Area Agency. No request for payment of funds shall be approved by the Area Agency's representative until such reports have been timely filed.

Article V: Information Integrity and Security

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, § 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06 12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets. Information assets include (but are not limited to):

1. Information collected and/or accessed in the administration of the State programs and services.
2. Information stored in any media form, paper or electronic.

Contractor shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving services pursuant to this agreement, except for statistical information not identifying any participant. This provision shall remain in force even after termination of the contract. Contractor shall not use such identifying information for any other purpose than carrying out Contractor's obligations under this agreement. Identifying information shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as fingerprint, voiceprint or a photograph.

Contractor will not, except as otherwise specifically authorized or required by this agreement or court order, disclose any identifying information obtained under the terms of this agreement to anyone other than the Area Agency and/or the California Department of Aging without prior written authorization from the Area Agency and/or the California Department of Aging. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

Contractor may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give blanket authorization to sign a blank release, nor shall Contractor accept such from any participant.

Contractor is required to encrypt (or use an equally effective measure), any data collected under this Agreement that is confidential, sensitive, and/or personal including data stored

on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives). The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

Contractor agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA) to the extent applicable and to make all reasonable efforts to implement HIPAA requirements.

Article VI: State Licensure Requirements

Contractor represents or warrants that it possesses or will possess all necessary licenses, permits, notices and certificates required to provide the services which are the subject of this agreement prior to the commencement date of the agreement.

Article VII: Contributions for Social Services

Contractor shall provide older persons receiving services the opportunity to contribute to all or part of the costs of the social services provided. Contractor will consult with the project consumer participation body regarding proposed contributions. Each individual recipient will determine what he or she is able to contribute toward the cost of the social service. No older person will be denied a social service because of his or her failure to contribute.

Means tests shall not be used by any Contractor for any Title III or Title VII services, nor shall services be denied to any Title III or Title VII client that does not contribute toward the cost of the services received. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive. Methods used to solicit voluntary contributions for Title III and Title VII services shall be non-coercive.

Contractor will provide each recipient with an opportunity to voluntarily contribute to the cost of the service. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and establish appropriate procedures to safeguard and account for all contributions.

In the event that Contractor generates program income from a program funded by this agreement, this income must be reported and expended under the same terms and conditions as the program funds from which it is generated. Program income must be used to expand services and be used to pay for current allowable costs of the program in the same fiscal year that the income was earned. For programs funded by Title III B, Title III C, Title III D, Title III E, Title VII Ombudsman and Title VII-A Elder Abuse Prevention programs, program income must be spent before contract funds and may reduce the total

amount of contract funds payable to Contractor. Program income may not be used to meet the matching requirements of this contract.

Article VIII: Nondiscrimination

Contractor shall comply with all federal and state statutes relating to nondiscrimination, including those contained in the Contractor Certification Clauses (CCC1005) which is hereby incorporated by reference. These include, but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e et. seq.), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law 92-261); (b) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (c) Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicap; (e) the Age Discrimination Act of 1975, as amended (42 USC §§6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Government Code sections 11135-11139.5, and Section 98000 et seq. of Title 22 of the California Code of Regulations, which prohibits recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability (22 CCR 98323)(Chapter 182, Stats. 2006), Title VII of the Civil Rights Act of 1968 (42 USC §§ 43601 et seq.) as amended, relating to nondiscrimination in the sale, rental or refinancing of housing; (J) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to this agreement.

Contractor shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 USC §§ 12101 et seq.)

Article IX: Training

Contractor agrees to participate in staff training and development programs provided by the Area Agency, California Department of Aging, Administration on Aging, or any of their agents. Contractor shall make budget provisions to pay for the travel, per diem, and tuition costs of such efforts as required or necessary.

Article X: Lobbying Certification

Contractor certifies to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an officer or employee of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. The form is available upon request from the Area Agency.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article XI: Subcontracts and Assignments

In the event any subcontractor or assignment is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all of the terms of this agreement, including, but not limited to, the responsibility for preserving the State's copyrights and rights in data, for handling property in accordance with Article XVIII of this agreement, and the responsibility for ensuring the availability and retention of records of subcontractors and assignments in accordance hereto. No subcontract or assignment utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in Article II hereto. Any subcontracts to provide program services under this agreement shall be approved in writing by an Area Agency designated representative and shall have no force or effect until so approved and will be subject to the provision of this agreement. Purchase of items such as standard commercial supplies, office space, or printing services do not require a subcontract and do not require prior Area Agency approval. A copy of any executed subcontract or assignment must be forwarded to the Area Agency within thirty (30) days after the beginning of the subcontract or assignment. Contractor will be responsible for monitoring the insurance requirements of its subcontractors in accordance with Article XVI of this contract.

Article XII: Recordkeeping

Contractor shall maintain complete records (which shall include, but not be limited to: accounting records; contracts; agreements; reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers; a summary worksheet of results from the audit resolutions performed for all subcontractors with

supporting documentation; letters of agreement; insurance documentation in accordance with this contract; Memorandums and/or letters of understanding; patient or client records; and, electronic files) of its activities and expenditures hereunder in a form satisfactory to the Area Agency and the California Department of Aging in compliance with the laws and regulations of the State of California and the Department of Health and Human Services. The financial records of Contractor as they pertain to this grant are subject to audit by the Area Agency. Contractor shall allow the California Department of Aging, the Controller General of the United States, or duly authorized representatives of any of those entities, to inspect Contractor books and records at any time during the grant period, and for a minimum period of four (4) years after the expiration of the grant. Contractor shall maintain responsibility for such records, both during the grant period and for a minimum four (4) year period following the last transaction related to the grant. Records for non-expendable property must be retained for a minimum of four (4) years subsequent to the final disposition of this property.

All original source documents must be retained until an audit resolution is completed or four (4) years from the end of the fiscal year/grant cycle, for which the document is prepared. The VCAAA recommends that Grantee/Contractor contact the VCAAA grants manager before disposing of any records.

If any unauthorized expenditures, unallowable expenditures, or irregularities are discovered, Contractor is responsible for making any necessary reparation to the Area Agency. If an audit is commenced or discovers any unallowable expenditures or irregularities, the records must be kept by Contractor as long as necessary until the issue is satisfactorily resolved. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

Article XIII: Unexpended Funds

Contractor understands and agrees that there is no provision for carryover of unexpended grant funds at the end of the contract period. Unexpended grant funds will be returned to the Area Agency.

Article XIV: Audit and Closeout Requirements

Section 1

Contractor shall provide to Area Agency a copy of any audit performed of Contractor within thirty (30) days of its completion.

Section 2

Within thirty (30) days after the close of the project period or when requested by the Area Agency (whichever comes earlier), Contractor shall provide the Area Agency with an ending Closeout Financial Report signed by Contractor's representative. The Area Agency shall provide Contractor the form on which to complete the Closeout Financial

Report, and the Closeout Financial Report shall contain all the information required by the Area Agency.

Section 3

A specific grant-funded program audit will be performed and shall be provided to the Area Agency within ninety (90) days after the close of any contract when requested by the Area Agency. The auditors shall comply with all applicable audit requirements.

Contractors expending less than \$750,000 in total federal funds are exempt from federal audit requirements, but their records must be available for review. Area Agency reserves the right to determine whether Contractor expended the funds provided under this agreement in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of Contractor (financial statements including working papers and accounting records) or through other means (e.g., monitoring reviews) if Contractor has not been audited. Accounting records must contain receipts and/or other documentation enumerated in Article III Section 4 of this contract, to support all claims.

Contractors that expend \$750,000 or more in Federal Awards (not necessarily from the Area Agency) shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98 502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521; and 45 CFR 75.501 to 75.521. Contractor shall permit independent auditors to have access to the records and financial statements as necessary for Contractor to comply with OMB Circular A-133.

For purposes of reporting, the Contractor shall ensure that Federal-Funded expenditures are displayed discretely in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number along with the related State-Funded expenditures. The Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed-through the Area Agency on Aging.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title VII, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title VII-A).
- 93.043 Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III-D).
- 93.044 Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III-B).

- 93.045 Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III-C).
- 93.052 National Family Caregiver Support Program-Title III, Part E.
- 93.053 Nutrition Services Incentive Program.

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Nonprofit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.

Any money obligated under the grant (even if in the possession of Contractor) but not needed to meet incurred obligations will be returned with the Closeout Financial Report to the Area Agency.

The California Department of Aging shall have access to all audit reports of Contractor and has the option to perform audits and/or additional work, as needed.

It is understood that the costs of audits requested by the Area Agency shall be at the expense of Contractor. Unless prohibited by law, the cost of audits made in accordance with the provisions of the Single Audit Act Amendments of 1996, are allowable charges to Federal Awards. The costs may be considered a direct cost, or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principal circulars. Contractor may not charge to Federal Awards the cost of any audits under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.

Contractor will ensure that appropriate corrective action has been taken to correct instances of non-compliance with federal laws and regulations. Corrective action shall be taken within six months after the Area Agency receives Contractor’s audit report.

Article XV: Indemnity

1. All activities and/or work covered by this Agreement shall be at the risk of Contractor alone. Contractor agrees to defend (at Area Agency’s request), indemnify, and hold harmless the Area Agency and the County of Ventura, including all of its boards, districts, agencies, departments, officers, employees, agents and volunteers, against any and all claims and losses, lawsuits, judgments, debts, demands and liability, injuries or death of persons and/or damages to property arising directly or indirectly out of the obligations herein described or undertaken, or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation

arising through the sole negligence or wrongdoing and/or sole willful misconduct of the Area Agency and the County of Ventura.

Contractor further agrees to indemnify, defend, and hold harmless the Area Agency, the County of Ventura and the California Department of Aging, their officers, agents, and employees from any and all liability, claims and losses, damages or expenses, including reasonable attorney fees arising from all acts or omissions to act of contractor or its officers, agents or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's sole negligence or willful acts accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Contractor in the performance of this agreement.

2. Contamination and Pollution. Contractor, solely at its own cost and expense, will provide cleanup of any premises, property, or natural resources contaminated or polluted due to Contractor activities. Any fines, penalties, punitive or exemplary damages assigned due to contamination or polluting activities of Contractor will be borne entirely by Contractor. Any Contractor receiving more than \$100,000 in funding shall comply with all orders or requirements issued under the following laws: Clean Air Act, as amended (42 USC 1857); Clean Water Act, as amended (33 USC 1368); Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.); Environmental Protection Agency Regulations (40 CFR, Part 15 and Executive Order 11738), and Public Contract Code Section 10295.3.
3. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, duties, and obligations, and in the exercise of the rights granted under this Agreement shall act in an independent capacity and not as officers or employees or agents of the Area Agency, the County of Ventura or the State of California.
4. If, in the performance of this Agreement, Contractor chooses to associate, subcontract with, or employ any third person in carrying out its responsibilities under this Agreement, any such third person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of association, subcontract or employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of association, subcontract or employment or requirements of law, shall be determined by Contractor, and the Area Agency shall have no right or authority over such persons or the terms of their association, subcontract or employment, except as provided in this Agreement. Neither Contractor nor any such person shall have any claim under this Agreement or otherwise against the Area Agency for sick leave, vacation pay, retirement benefits, social security benefits, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

5. Contractor is an independent contractor and shall hold the Area Agency and the County of Ventura harmless from any and all claims that may be made against the Area Agency or the County of Ventura based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. The Area Agency is not required to make any deductions from the compensation payable to Contractor under the provisions of this Agreement. Contractor shall be solely responsible for self-employment social security taxes, income taxes and any other taxes levied against it. Contractor does not assign such obligation to the Area Agency for collection or administration except as may be required by federal and state statutes.

Contractor further agrees to hold the Area Agency harmless from, and to compensate the Area Agency for, any claims against the Area Agency for payment of state or federal income or other tax obligations relating to Contractor's compensation under the terms of this Agreement.

Article XVI: Insurance

The County of Ventura requires that all contractors (grantees) indemnify and defend the County for liability incurred as a result of actions associated with the proposed project, and carry insurance as required for the proposed contract. Contractor, at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement, adequate liability insurance to cover all activities of Grantee necessary to fulfill Grantee's obligations under this Agreement. It is understood and agreed that the Area Agency reserves the right to determine the type and extent of insurance that may be required.

1. Prior to commencement of any contract, contractor shall provide the VCAAA proof of the following insurance:
 - (a) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - (b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles. Contractor must have on file evidence of auto insurance in the minimum amount of \$100,000 CSL bodily injury & property damage for all employees and volunteers associated with the contract.
 - (c) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.
 - (d) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate. Does not apply to all contractors.

2. All insurance required shall be primary coverage in respect to the Area Agency and the County of Ventura, and any insurance or self-insurance maintained by the Area Agency and the County of Ventura shall be in excess of Contractor's insurance coverage and shall not contribute to it.
3. The County of Ventura and the Ventura County Area Agency on Aging are to be named as Additional Insured with respect to work done by Contractor under the terms of this Agreement on all policies required (except Workers' Compensation).
4. Contractor agrees to waive all rights of subrogation against the County of Ventura and the Ventura County Area Agency on Aging for losses arising directly or indirectly from the activities and/or work performed by Contractor under the terms of this agreement (applies only to Commercial General Liability and Workers' Compensation).
5. The Area Agency is to be notified immediately if any aggregate insurance limit is not met. Additional coverage must be purchased to meet requirements.
6. Policies will not be canceled, non-renewed, or reduced in scope of coverage at any time that said policies are required by this agreement until after 30 days' written notice has been given to the Area Agency and approved in writing by the Area Agency. If the reason for cancellation is non-payment of the insurance premium, 10 days' written notice is acceptable.
7. Contractor agrees to provide the Area Agency with the following insurance documents on or before the effective date of this contract:
 - (a) Certificates of Insurance for all required coverages. The Area Agency shall be named the certificate holder and the address must be listed on the certificate.
 - (b) Additional Insured endorsements naming the Area Agency and the County of Ventura and authorized with a signature by the insurance carrier.
 - (c) Waiver of Subrogation endorsement (aka: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others).
8. If Contractor fails to maintain insurance as required, Area Agency shall have the right, but not the duty, to purchase any such required insurance on Contractor's behalf (a) utilizing grant funds and/or (b) with Contractor obligated to reimburse Area Agency promptly for all such costs not paid by Area Agency directly out of grant funds. Failure to maintain adequate insurance and/or bonds pursuant to Article XVI(a) hereof shall constitute a material breach for which the Area Agency may terminate this Agreement effectively by giving written notice to Contractor, or as other indicated in said notice. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor from liability in excess of such coverage, nor shall it preclude Area Agency from taking such other actions as are available to it under any other provisions of this Agreement or otherwise by law.

9. If the Professional Liability coverage is "claims made," Contractor must, for a period of three (3) years after the date when contract is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of this agreement OR Contractor must purchase an extended reporting period endorsement (tail coverage). The Area Agency may withhold final payments due until satisfactory evidence of the tail coverage is provided by Contractor to the Area Agency.

Article XVII: Grant Modifications

Any revision, waiver, or modification of this agreement must be approved in writing by the Area Agency by amendment to this agreement. Only a grant modification that changes a single approved budget line item that is less than 10 percent may be made without prior written approval by the Area Agency.

Article XVIII: Equipment and Property (per State Contract Manual – Section 3.17.2)

1. Unless otherwise provided for in this Article, property refers to all assets, capitalized or non-capitalized, used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.
2. Property meeting all of the following criteria is subject to the capitalization requirement. Such property must:
 - (a) Have a normal useful life of at least 1 year;
 - (b) Have a unit acquisition cost of at least \$5,000 (e.g., four identical assets which cost \$3,000 each, for a \$12,000 total would not meet this capitalization requirement); and,
 - (c) Be used to conduct business under this Agreement.
3. Non-capitalized property includes those items which do not meet all three requirements in this Article, Section B above.
4. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2(b) above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
5. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6. The Contractor shall utilize procurement procedures as follows:
 - a. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - b. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).
7. Any equipment purchased under Older Americans Act programs will be subject to review over the life of the equipment and, if not used, underused or misused, may be claimed by the Area Agency.
8. The State shall retain title to all equipment purchased wholly or in part with federal and state funds and described as "Equipment" in the budget set forth in the grant application incorporated herein by reference to the extent permitted under federal and state regulations.
9. Contractor is required to keep records of the following information when property is purchased with Grant funds. This information should include the date acquired, property description (including model number), property identification number, serial number, rate of depreciation (or depreciation schedule) if applicable, and cost. This information is to be provided to the Area Agency.

Contractor shall keep track of all property purchased with Grant funds, whether capitalized or not. Contractor shall submit to the Area Agency annually, with the Closeout Financial Report, a current inventory of property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
10. Prior to the disposal of any non-expendable property purchased with grant funds. Contractor must obtain permission from the Area Agency regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency, may not occur until approval is received from the Area Agency.
11. Contractor shall inform Area Agency within three days in the event of the loss, destruction, or theft of grant-purchased non-expendable property.
12. Contractor shall exercise due care in the use, maintenance, protection and preservation of such property during the period of the project, and shall assume

responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from the Area Agency regarding final disposition of the property.

13. Contractor shall use the property for the purpose for which it was intended under this agreement. When no longer needed for that use, Contractor shall use it if needed, and with written approval of the Area Agency, for other purposes in this order:

- (a) For another California Department of Aging program providing the same or similar service; or,
- (b) For another California Department of Aging funded program; or,
- (c) For another state or federally funded program.

Contractor shall not use equipment or supplies acquired under this agreement with federal and/or state monies for personal gain or to usurp the competitive advantage of a privately owned business entity.

Article XIX: Planning Efforts

Contractor shall cooperate fully with the Area Agency in any efforts toward developing a comprehensive and coordinated system of services for the elderly. Contractor shall participate in joint planning efforts and service which may include the shared use of grant-funded equipment, service coordination, and other activities as may be determined by the Area Agency to attain this goal.

Article XX: Personnel

Contractor shall maintain adequate staffing levels to perform at the contracted level as stipulated in the grant application submitted to the Area Agency. Contractor shall actively seek qualified older persons for paid positions on the project and make provisions for volunteer opportunities for older persons.

Article XXI: Debarment, Suspension, and other Responsibility Matters

Contractor certifies to the best of its knowledge and belief, that it or its agents:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlements, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and,
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

Contractor shall report immediately to the Area Agency in writing any incidents of alleged fraud or abuse. Contractor will maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the Area Agency on Aging.

Article XXII: Living Wage Ordinance

This contract is subject to the County of Ventura Living Wage Ordinance ("Ordinance"). The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952 (f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify a bidder or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years. 501 (c)(3) nonprofit organizations are exempt from the Ordinance.

Article XXIII: Termination of Grant

Section 1

Older Americans Act funds awarded under this grant may be terminated by the Area Agency at any time for non-compliance with any of the terms and conditions of this grant provided that at least thirty (30) days' written notice is given to Contractor.

Section 2

The Contractor (applies to all grants except for the Ombudsman) may terminate this grant at any time, for reasons of its own choosing, provided that at least one hundred and twenty (120) days written notice is given to the Area Agency. The Ombudsman Contractor shall carry out the federal and state mandates and responsibilities without any break in the provision of ombudsman services. Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for ombudsman services. Except as provided elsewhere in this agreement, Contractor shall continue the program without any break in service until another contractor can take over responsibility for operation of the program.

Section 3

Contractor shall promptly notify the Area Agency of any intention to terminate responsibility for providing the specified grant funded services.

Section 4

This contract may be terminated on twenty-four (24) hours' notice in the event the allocation to the Area Agency of Older Americans Act and/or state funds are reduced, suspended, or terminated for any reason. Contractor hereby expressly waives any and all claims against the Area Agency for damages arising from the reduction, suspension, or termination of the federal and/or state funds provided to the Area Agency, under which this agreement is made, or to the portion thereof delegated by this agreement.

Section 5

In the event that Contractor dissolves or terminates this contract, Contractor shall provide a final property inventory to the Area Agency. The Area Agency and the California Department of Aging reserve the right to require Contractor to transfer such property to another agency, the Area Agency, or the California Department of Aging.

To exercise the above right, no later than 120 days after the termination of the Agreement or notification of Contractor's dissolution, the Area Agency will issue specific written disposition instructions to Contractor.

Article XXIV: Access

Contractor shall provide access to the federal or state agency, Bureau of State Audits, the Controller General of the United States and the Area Agency, or any of their duly authorized federal or state representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

Article XXV: Monitoring

1. Authorized State representatives and Area Agency representatives shall have the right to monitor, assess, and evaluate Contractor's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to: audits, inspections of project premises, interviews of project staff and participants and, when applicable, inspection of food preparation sites.
2. Contractor shall cooperate with the State and the Area Agency in the monitoring, assessment and evaluation processes, which include making any administrative program and fiscal staff available during any scheduled process.

Article XXVI: Grievance

Section 1

Contractor is required to establish a written grievance procedure for reviewing and attempting to resolve complaints of older individuals [California Code of Regulations Section 7400(a)(2)]. At a minimum the process shall all of the following:

- (a) Time frames within which a complaint will be acted upon.
- (b) Written notification to the complainant of the results of the review, including a statement that the complainant may appeal to the Area Agency if dissatisfied with the results of the Contractors review.
- (c) Confidentiality provisions to protect the complainant's rights to privacy. Only information relevant to the complaint may be released to the responding party without the older individual's consent.

Section 2

Contractor is required to notify all older individuals of the grievance process through their organization as well as the Area Agency. Contractor may notify older individuals by the following methods:

- (a) Posting notification of the process in visible and accessible areas, such as the bulletin boards in senior centers. For areas in which a substantial number of older individuals are non-English speaking, the notification shall also be posted in the primary language of a significant number of older individuals. The term "substantial number" and "significant number" shall be determined by the Area Agency.
- (b) Advising homebound older individuals of the process either orally or in writing upon the service providers' contact with the individuals.

Section 3

Complaints may involve, but not be limited to, any or all of the following: amount or duration of a service, denial or discontinuance of a service or dissatisfaction with the service being provided or with the service provider, complaints regarding an issue of professional conduct that is under the jurisdiction of another entity, such as the California Medical Board or the State Bar Association, or failure of the Contractor to comply with the terms of this contract. Sections 9102 and 9105, Welfare and Institutions Code. Reference 42 USC 3026(a) (6) (P) and 3027 (a) (43).

Article XXVII: Contract for Responsibility and Notification

Section 1

The Director of the Ventura County Area Agency on Aging, or designee, shall be the Area Agency's representative for purposes of administering this agreement. The

Program Manager/Director shall represent Contractor. *If the Contractor's representative changes, Contractor agrees to immediately notify the VCAAA's Grants Administrator.*

Section 2

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following address:

AREA AGENCY:

Ventura County Area Agency on Aging
L#4450
646 County Square Drive, Suite 100,
Ventura, CA 93003-9086

CONTRACTOR:

At address shown on Page 1 of this Agreement.

IN WITNESS THEREOF, the Area Agency and Contractor have executed this Agreement as of the date first written above.

**COUNTY OF VENTURA
Area Agency on Aging**

By: _____

Authorized Purchasing Agent
GSA Procurement, County of Ventura

Date

CONTRACTOR

By: _____

(Signature over Printed Name of
Authorized Signatory)

(Title of Authorized Signatory)

Date

EXHIBIT A**SCOPE OF WORK, SERVICES AND REPORTING REQUIREMENTS – FY 2016-17**

GRANTEE: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM

Grantee agrees to provide and report the grant-funded services that are described below.

Provide Congregate and Home-Delivered meals to seniors aged 60 years and older as defined in Title III C1 and C2 of the Older Americans Act. Seniors participating in the meal program will be given the opportunity to make a donation.

SERVICE CATEGORIES:

A Congregate meal is defined as meeting the USDA's Dietary Guidelines for Americans (DGA) as determined by the VCAAA Registered Dietitian and served in a social setting. A Home-Delivered meal is delivered to a homebound senior whom is assessed quarterly for eligibility.

SERVICE AND REPORTING REQUIREMENTS:

Service Category	Number of Service Units to be Provided July 1, 2016 – June 30, 2017	Funding
Congregate Meals (Title III C1)	13,350	35%
Home-Delivered Meals (Title III C2)	22,600	65%
Totals	35,950	100%

NOTE: Service requirements are contingent upon funding and are subject to change accordingly. Reference California Department on Aging Contract #AP-1617-18.

EXHIBIT B**ADDITIONAL TERMS – FY 2016-17****CONTRACTOR:** CITY OF OXNARD

Service of congregate and home-delivered meals in the City of Oxnard and surrounding areas in accordance with all local, state and federal laws.

ADDITIONAL ASSURANCES REQUIRED OF ALL TITLE III C CONTRACTORSGeneral Definitions Applying to Title III E Contractors

“Title III C-1 (Congregate Nutrition Services)” means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a) Be open to the public. [45 CFR 1321.53(b)(3)]
- b) Not means test. [OAA § 315(b)(3)]
- c) Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4);] [22 CCR 7638.9]
- d) Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f)]

“Title III C-2 (Home-Delivered Nutrition Services)” means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22. CCR 7135, 22 CCR 7638.7(c)]

Eligibility for Senior Nutrition Services

Eligible Service Population for Title III C-1 and C-2 means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

Individuals eligible to receive Senior Nutrition Program meals are as follows:

- *Congregate Meals* – Individuals eligible to receive meals at a congregate site are as follows:
 - a) Any older individual.
 - b) The spouse of any older individual.
 - c) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

- d) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
- e) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b) and OAA 339(H)]
- *Home-Delivered Meals* – Individuals eligible to receive a home-delivered meal are as follows:
 - a) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation. (These individuals shall be given priority).
 - b) A spouse of a person in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - c) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

Volunteers may be offered a meal if doing so will not deprive a participant of a meal. Contractor shall comply with the most current Ventura County Area Agency on Aging (VCAAA) Contractor's handbook for providing and accounting for meals provided to Senior Nutrition Program volunteers. The Contractor shall report to the VCAAA volunteer meals on their monthly rosters and meal counts entered into CareAccess/Q. In all cases of eligibility, priority shall be given to individuals aged 60 and older and Native Americans aged 45 and older.

Voluntary Meal Contributions

Contractor shall comply with the Senior Nutrition Program Handbook and the VCAAA Contractor's Manual in determining a suggested monetary contribution for meals. When developing the suggested contribution amount, Contractor shall take into account the income ranges of the older individuals in their community as well as other sources of program income. The suggested contribution cannot exceed the actual cost of the meal. A sign shall be posted at the congregate meal site that states the suggested contribution amount and the required fee for non-seniors. Contractor shall ensure that an eligible participant who receives a meal shall be given the opportunity to contribute toward the cost of the meal; however, no eligible individual can be denied a meal due to failure to contribute. Furthermore, Contractor shall ensure that the amount of each individual's contribution is kept confidential. Contractor shall track paid meals on the monthly roster and report them monthly in CareAccess/Q. VCAAA will invoice Contractor quarterly for non-senior paid meals.

All contributions and fees are to be identified as "program income." The Contractor shall develop written procedures and implement accounting measures to accurately collect and protect meal contributions on a daily basis. The written policy shall include measures to counter any loss, mishandling and/or theft of funds.

Limited English-Speaking Participants

Contractor agrees to provide the Ventura County Area Agency on Aging with the following information regarding program participants: number or proportion of limited English-speaking (LEP)

persons likely to be encountered by the program, frequency with which LEP individuals come in contact with the program, nature and importance of the services provided to people's lives.

Contractor shall take reasonable steps to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following: Interpreters or bilingual providers and provider staff, contracts with interpreter services, use of telephone interpreter lines, sharing of language assistance materials and services with other providers, translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs and referral to culturally and linguistically appropriate community service programs.

Inquiries and Complaints Regarding National Origin

Contractor must designate an employee to whom initial complaints or inquiries regarding national origin can be directed. The name of the designated individual shall be provided to the VCAAA Grants Administrator. Complaints relating to national origin discrimination shall be handled by the Contractor. If the complaint is not resolved, the complainant shall be provided to the VCAAA Grants Administrator. If a complaint is made by a program participant alleging discrimination based upon a violation of State of Federal Law (22 CCR 98211, 98310, 98340), the Contractor agrees to notify VCAAA immediately.

Contractor Security Awareness Training Requirement

All employees of the Contractor will complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start of this contract or within 30 days of the start date of any new employees, subcontractors, or volunteers. The Contractor may substitute the California Department of Aging's Security Awareness Training program with its own Security Training, provided such training meets or exceeds CDA's training requirement. VCAAA must approve any substitute training beforehand.

Contractor must retain the names and dates of training of staff and make available to VCAAA upon request.

Administrative Responsibilities

Senior Nutrition Program Contractors shall adhere to monthly, quarterly and annual reporting requirements as determined by the VCAAA. Administrative reporting requirements include, but are not limited to, the timely and accurate reporting of monthly meal counts and Requests for Funds (RFF), quarterly Home-Delivered Meals Assessments, and the weekly ordering of food.

Staff Qualifications

- Site Coordinator – Each Senior Nutrition Program Contractor shall employ a Site Coordinator that is responsible for the day to day administration and operations at their site. The Site Coordinator shall have one of the following qualifications:

- a) An Associate Degree in Institutional Food Service or closely related field, and two years' experience as a food service supervisor; or
 - b) Demonstrable experience in food service and, within twelve months of hire, successfully complete twenty (20) hours of college level coursework in food service management, business administration and/or personnel; or
 - c) Two years' experience in food service management as verified by a Registered Dietitian prior to hire.
- Program Staff – Each Senior Nutrition Program Contractor shall ensure there are sufficient numbers of paid staff and/or volunteers to carry out program requirements. The total number of qualified staff shall be determined by the scope and level of services provided.

Staff and Volunteer Training Requirements

All staff, paid and volunteer, shall be oriented and trained to perform their assigned responsibilities and tasks. Contractor shall have a written grievance policy posted for staff that ensures an equitable process for handling staff complaints.

Training by VCAAA Registered Dietitian (RD) shall include, at a minimum, food safety (ServSafe) and prevention of foodborne illness. All new Site Coordinators must be ServSafe trained. The RD will provide a yearly written plan for staff training that shall be maintained at each Senior Nutrition Program site. A minimum of four hours per year of approved staff training shall be provided for paid and non-paid food service staff at each Senior Nutrition Program site by the RD. Training sessions shall be conducted quarterly, documented with attendance records and evaluated by those receiving the training. All training records shall be submitted to VCAAA quarterly.

Safety

Contractor is responsible for contracting with local fire safety departments to provide accident prevention, fire safety, first aid, choking, earthquake preparedness and other emergency procedures training as required at each congregate meal site. A current Fire Inspection Certification shall be displayed at each site. Each meal site and/or Home-Delivered Meals distributor is also required to maintain and make available to staff upon request current Safety Data Sheets (SDS) at their site(s) per 29 CFR. Furthermore, each meal site and/or home-delivered meals distributor must display a State of California Health Certification. Each congregate meal site must also display a current ServSafe Certification.

Nutrition Education Services for Participants

Nutrition education for program participants shall be provided at a minimum of four times per year. All training shall be conducted by the VCAAA RD who develops and maintains a yearly nutrition education plan. Nutrition education for congregate meal participants may include demonstrations, presentations, lectures and group discussions, all of which may be augmented with printed materials. Distribution of printed materials shall constitute nutrition education for home-delivered meal recipients. Accurate training records shall be kept by each Contractor that indicate the type

and duration of training. Training records shall be submitted to VCAAA on a quarterly basis to ensure that training requirements are being met.

Records, Reports, Distribution of Information and Confidentiality

In accordance with the VCAAA Contractors Manual and the Senior Nutrition Program Handbook, Contractor shall maintain current and accurate records on congregate and home-delivered meal participants as follows:

- a) Both congregate and home-delivered meal participants shall have a Senior Nutrition Program Meal Registration form on file in Care Access/Q.
- b) Each home-delivered meal recipient shall also have a current Senior Nutrition Program Home-Delivered Meal Assessment Worksheet on file in CareAccess/Q.
- c) Contractors shall update the Nutritional Risk and ADL/IADL assessments for home-delivered meal recipients in CareAccess/Q within three months of the last meal served.
- d) Contractors shall update the Nutritional Risk Assessment of all congregate participants in CareAccess/Q annually.
- e) Each Senior Nutrition Program Site Coordinator shall use the Meal Registration forms to generate monthly rosters from CareAccess/Q for home-delivered and congregate meal recipients.
- f) Each Senior Nutrition Program Contractor shall report to the VCAAA by the 10th of the month following the month of service the total number of meals served monthly.
- g) Contractor shall ensure confidentiality of all Senior Nutrition Program participant records. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security.
- h) Notice must be given by the Contractor to any data subject whose personal information could have been breached. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.

The Contractor shall assure that the following publication conditions are met:

Materials published or transferred by the Contractor and financed with funds under this Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California Department of Aging."
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
- c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

Nutrition Services Requirements

Contractor shall ensure that the congregate meal site adheres to the following requirements:

- a) Each participant is registered for a meal using the Senior Nutrition Program Meal Registration form; and
- b) Provide a means by which to obtain participants' views about the services received; and

- c) Provide meals, if available, to all participants regardless of reservation status; and
- d) Ensure that trained staff (paid and/or non-paid) is physically present during the time that meals are being served; and
- e) Provide restrooms, lighting and ventilation at the site that meets the requirements of California law; and
- f) Provide equipment, including tables and chairs, that is sturdy and appropriate for older individuals; and
- g) Arrange tables and chairs in such a manner as to be conducive to and encourage socialization among participants.

Contractor contracting for home-delivered meal service shall adhere to the following assessment requirements:

- a) Eligible participants are registered and assessed for need using the Senior Nutrition Program Meal Registration form and the Home Delivered Meal Assessment Worksheet; and
- b) Initial assessments may be done by phone; however, a written assessment shall be conducted at the participants' homes within two weeks of the beginning of meal service; and
- c) Participants shall be assessed for other, nutrition-related supportive services and referred as needed; and
- d) Participants shall be reassessed in their homes at least every six months and allowable by phone every other quarter to ensure eligibility.

A waitlist shall be established whenever a Contractor is unable to provide home-delivered meals to all eligible participants. Waitlists must be pre-approved by the VCAAA. The decision to place an eligible individual on a waitlist and their ranking on that list shall be determined by greatest social and economic need.

Nutritional Requirements of Meals

VCAAA shall provide each Senior Nutrition Program Contractor with a weekly delivery of meals construed by the RD to meet nutritional criteria outlined in the USDA's most current Dietary Guidelines for Americans (DGAs) for older adults. Each meal shall provide the following:

- a) A weekly average caloric range of >550-750 calories per meal; and
- b) Three (3) ounces of cooked, edible protein in the form of meat, fish, poultry, eggs, cheese or the protein equivalent; and
- c) At least two (2) one-half ($\frac{1}{2}$) cup servings of different vegetables; and
- d) At least one (1) serving of whole grain; and
- e) Eight (8) ounces of fortified fat-free or low-fat milk; and
- f) One-half ($\frac{1}{2}$) cup serving of fruit; and
- g) Foods containing a minimum of 25 milligrams of Vitamin C; and
- h) Food(s) containing a minimum of 233 micrograms of Vitamin A shall be served at least three (3) times per week.

These meals and any other Senior Nutrition Program meals served by Contractor shall constitute the menu provided to participants of the Senior Nutrition Program. Any and all supplemental foods and/or enhancements must be reviewed and approved by the VCAAA RD prior to service. The VCAAA will provide Contractor with a menu two (2) weeks in advance of meal service.

EXHIBIT CCONTINGENCIES – FY 2016-17

CONTRACTOR: CITY OF OXNARD
PROJECT: SENIOR NUTRITION PROGRAM

The performance of this contract is subject to the contingencies (if any) identified below.

- The Area Agency shall not be compelled to perform any obligation pursuant to this Agreement unless and until all Contingencies are met to the satisfaction of the Area Agency.
- The Area Agency shall notify the Grantee in writing when Grantee has satisfied the Contingencies.
- A Grantee that provides services under the terms of this contract prior to receiving a *Written Notification of Satisfaction of Contingencies* from the Area Agency does so at Grantee's sole risk.

CONTRACT CONTINGENCIES

None

REQUEST FOR BUDGET APPROPRIATION

Department: Cultural & Community Ser
Project/Program
Manager: Renee Rakestraw

Date: June 8, 2016
Phone: 805-385-8022

Reason for Appropriation:

To recognize the FY 16-17 Senior Nutrition grant from the Ventura County Area Agency on Aging and program donations as matching contributions.

Accounts and Descriptions

AMOUNT

Fund: FEDERAL TERM GRANTS FUND (261)

Revenues/Transfers In

Senior Nutrition FY 16-17 (Project 775364)

261-5503-581-75.33	MISCELLANEOUS REVENUES/FEDERAL PASS-THROUGH	104,513
261-5390-581-75.08	MISCELLANEOUS REVENUES/DONATIONS	<u>14,000</u>
	Sub-total Revenues	<u>118,513</u>

Expenditures/Transfers Out

Senior Nutrition FY 16-17 (Project 775364)

261-5503-805-80.02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	60,500
261-5503-805-81.09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	10,013
261-5503-805-82.09	CONTRACTS & SERVICES / SVCS - OTHER PROF/CONTRA	34,000
261-5390-805-80.02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	<u>14,000</u>
	Sub-total Expenditures	<u>118,513</u>

Net Change to Fund Balance 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: July 19, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) Wagon Wheel "Village" Specific Plan. Filed by Doug Brooks, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.

CONTACT: Kathleen Mallory, Development Services
Kathleen.Mallory@oxnard.org; Dan Ofriel@oxnard.org, 385-8370

RECOMMENDATION:

That the Community Development Commission Successor Agency and City Council adopt a resolution approving Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) for a 46.25 acre property located south of the Ventura Freeway (Highway 101), west of Oxnard Boulevard, north of the Union Pacific Railroad (UPRR) and El Rio Drain, and east of the North Ventura Road and the Santa Clara River, subject to certain findings and conditions.

BACKGROUND

On July 28, 2015, the City Council approved a Tentative Subdivision Map ("Tentative Map") for Tract No. 5745 and the First Amendment to Development Agreement (No. A-7122) to the Village Specific Plan ("Specific Plan"). The Tentative Map subdivided the 62-acre Specific Plan site into 17 numbered lots and 19 lettered lots to support continued redevelopment. The Amended Development Agreement granted vested approval until July 28, 2035. The proposed Final Map is consistent with the Specific Plan and Tentative Tract Map No. 5745 approved by the City Council in July 2015; relevant conditions of approval from Tentative Tract Map No. 5745 have been made a condition of approval on this Final Map.

Wagon Wheel Final Map
 July 19, 2016
 Page 2

In February 2013, to support construction of the 119 affordable apartment units (constructed as part of PA12/13 as mobile home replacement units) the City of Oxnard Community Development Commission Successor Agency recorded an agreement (A-7122) which included a deed of trust, security agreement and fixture filing recorded against the property for the trustees obligation under the Owner Participation Agreement. The Oxnard Community Development Commission Successor Agency is required to sign the Final Map.

In October 2013, Caltrans relinquished the Old Wagon Wheel Road right of way to the City in fee title. The City currently owns this roadway (approximately 20' x 1700'). In accordance with the original Development Agreement (A-7121 – Section 12), the City is quit claiming this area to Oxnard, CRFL Partners, LLC.

Lastly, the Final Map also involves various roadway abandonments, along with miscellaneous storm drain and utility easements that are no longer needed because utilities have been relocated.

On July 5, 2016, the Development Services Department issued a Verification of Status form (Attachment D), which indicates that the Final Subdivision Map complies with the State Subdivision Map Act, Oxnard City Code requirements, and the previously approved Tentative Subdivision Map. Since all conditions on the Tentative Map have been satisfied by the Developer, approval of the Final Map is a ministerial action.

The requested Final Subdivision Map proposes a Phased Final Map (5745-1). Phase 1 (5745-1) establishes twelve numbered lots, Lots 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, and twelve lettered lots, Lots B, C, D, J, K, L, M, N, O, P, Q, and R for development, public improvements, and open space previously entitled by The Village Specific Plan. The Final Map also vacates existing portions of public rights of way, and dedicates land to create new public rights of way to support development of the Project's first phase.

The requested Final Subdivision Map is consistent with Final Environmental Impact Report No. 2006-03 that was certified in 2008 for the Specific Plan, and the Supplemental Environmental Impact Report No. 2014-01 that was certified in July 2015 in association with Tentative Tract Map No. 5745. City Council approval of the Final Subdivision Map for Tract 5745-1 is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from environmental review in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15162.

FINANCIAL IMPACT

There is no estimated financial impact. If approved, the development will result in increased property tax revenue to the City.

Wagon Wheel Final Map
July 19, 2016
Page 3

ATTACHMENTS:

Attachment A. Successor Agency and City Council Resolution

Attachment B. Final Map

Attachment C. July 2015 Resolution

Attachment D. Verification of Status Form

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND CITY COUNCIL OF THE CITY OF OXNARD APPROVING OF PLANNING AND ZONING PERMIT NO. 16-300-05 (FINAL SUBDIVISION MAP FOR TRACT NO. 5745-1) FOR PROPERTY LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST FILED BY DOUG BOOKS, OXNARD CRFL PARTNERS, LLC, 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, the Tentative Tract Map for Tract No. 5745 (Planning and Zoning Permit No. 11-300-07) for property located south of the Ventura Freeway (Highway 101), west of Oxnard Boulevard, north of the Union Pacific Railroad (UPRR) and El Rio Drain, and east of the North Ventura Road and the Santa Clara River, filed by Oxnard CRFL Partners, was recommended for approval by the Planning Commission Resolution No. 2015-17 (April 2, 2015) and approved by City Council Resolution No. 14,857 (July 28, 2015), subject to certain conditions; and

WHEREAS, the Final Subdivision Map for Tract No. 5745-1 has been submitted, together with the Subdivision Improvement Agreement proposed to be entered into in connection with the subdivision; and

WHEREAS, the Oxnard Community Development Successor Agency is the beneficiary pursuant to document recorded as instrument number 20130215-00028343-0; and

WHEREAS, the City is the owner of various rights of way and utility easement that are no longer needed for current or future operations of the site; and

WHEREAS, the City is the fee owner of the property relinquished by Caltrans as Recorded in instrument 20130829-000151131.

NOW, THEREFORE, the Oxnard Community Development Commission Successor Agency and City Council of the City of Oxnard resolves:

SECTION 1. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that approval of Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) is a ministerial act pursuant to City Council Resolution No. 10,851 and is therefore exempt from the requirements of CEQA.

Resolution No.
PZ 16-300-05 (Final Map No. 5745-1)
Page 2

SECTION 2. The City Council hereby authorizes the Mayor to sign the Final Map as property owner in consent to the making and recordation of the Final Map.

SECTION 3. The Successor Agency's Executive Director, or designee is authorized to sign the Final Map as beneficiary pursuant to document recorded as instrument no. 20130215-00028343-0.

SECTION 4. Based on review of the Successor Agency and City Council Staff Report, all exhibits attached thereto and all written and oral testimony, the Successor Agency and City Council hereby finds that: (i) the Final Subdivision Map for Tract No. 5745-1 conforms to the requirements of the Subdivision Map Act, Oxnard 2030 General Plan as adopted, Chapter 15 of the Oxnard City Code, the Village Specific Plan and every condition of approval previously imposed upon the Tentative Subdivision Map for Tract No. 5745-1; and (ii) the Final Subdivision Map for Tract No. 5745-1 is in substantial compliance with the previously approved Tentative Subdivision Map for Tract No. 5745. Based on the foregoing, the City Council hereby approves Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) and authorizes its recordation.

SECTION 5. The City Council authorizes the City Clerk to sign the abandonment certificate on the Final Map.

SECTION 6. Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) is hereby subject to those findings and conditions set forth in City Council Resolution No. 14,857 for the Tentative Subdivision Map, which are incorporated herein by this reference.

SECTION 7. The City Council hereby approves the Subdivision Improvement Agreement attached hereto as **Exhibit A** and authorizes the Mayor to execute such Agreement.

Resolution No.

PZ 16-300-05 (Final Map No. 5745-1)

Page 3

SECTION 8. The City Council hereby authorizes the City Clerk to execute a certificate on the Final Subdivision Map for Tract No. 5745-1 stating that the City Council approved the Final Subdivision Map and that all offers of dedication shown on the Final Subdivision Map are accepted subject to improvement.

PASSED AND ADOPTED this 19th day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
LETTERED LOTS: 12

DATE OF SURVEY:
AUGUST 2014

TRACT NO. 5745-1

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

SHEET 1 OF 17 SHEETS

BEING A SUBDIVISION OF ALL OF UNDERPASS INDUSTRIAL TRACT 1 AS SHOWN ON THE MAP RECORDED IN BOOK 21 PAGE 78 OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND ALSO A PORTION OF SUBDIVISION 9 AND 10 OF RANCHO EL RIO DE SANTA CLARA O' LA COLONIA, ACCORDING TO THAT CERTAIN PARTITION MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF VENTURA COUNTY, CALIFORNIA IN AN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLTFS. VS. RAFAEL GONZALES, ET AL., DEFTS." AND ALL OF LOTS 1, 2 AND 3 OF CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 12-310-02, RECORDED JULY 16, 2012 AS INSTRUMENT NO. 20120716-00123879-0, OF OFFICIAL RECORDS.

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNERS OF, OR INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 5745-1, SHOWN ON THIS MAP. THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE. THE OWNER DOES HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD FOR PUBLIC USE AND RIGHT OF WAY: OXNARD BOULEVARD, WAGON WHEEL ROAD, WINCHESTER DRIVE, CACTUS DRIVE, BUCKAROO PLACE AND SPUR DRIVE. THE OWNER ALSO DOES HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD THE EASEMENT FOR WATERLINE AND STORM DRAIN PURPOSES, THE EASEMENT FOR WATERLINE (DOMESTIC AND RECYCLED) PURPOSES, THE EASEMENT FOR WATERLINE AND SEWER PURPOSES, AND THE EASEMENT FOR STORM DRAIN PURPOSES AS SHOWN ON THIS MAP. THE OWNER ALSO HEREBY OFFER TO DEDICATE TO THE CITY OF OXNARD AN EASEMENT FOR PUBLIC UTILITY PURPOSES OVER LOTS J, K, L, M, AND P AND THE 30 FOOT STRIP AS SHOWN ON THIS MAP. THE OWNER ALSO HEREBY DEDICATES TO THE CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND WITHOUT, HOWEVER THE RIGHT OF SURFACE ENTRY.

THE 25 FOOT STRIP AND WE HEREBY ACCEPT FROM THE CITY OF OXNARD THOSE PORTIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT PARCELS TO THE CITY OF OXNARD DESIGNATED AS SHOWN ON RELINQUISHMENT MAPS REL-1241 AND REL-1255 AS SHOWN WITHIN THE EXTERIOR BOUNDARY HEREON.

WE HEREBY RELEASE AND RELINQUISH TO THE CITY OF OXNARD ALL VEHICULAR ACCESS RIGHTS TO OXNARD BOULEVARD EXCEPT AT STREET INTERSECTIONS AND APPROVED ACCESS LOCATIONS.

OXNARD CRFL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

NAME: Member DATE: 5/4/16
TITLE: _____

CRFL FAMILY APARTMENTS, LP, A CALIFORNIA LIMITED PARTNERSHIP

BY: CRFL HOUSING PARTNERS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
ITS MANAGING GENERAL PARTNER

NAME: Member DATE: 5/4/16
TITLE: _____

BY: WAGON WHEEL, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
ITS MANAGING GENERAL PARTNER

BY: CABRILLO ECONOMIC DEVELOPMENT CORPORATION,
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION
ITS SOLE MEMBER

NAME: Chief Executive Officer DATE: 5/10/16
TITLE: _____

CITIBANK, N.A., BENEFICIARY UNDER DEED OF TRUST RECORDED FEBRUARY 15, 2013 AS INSTRUMENT NO. 20130215-00028341-0, OF OFFICIAL RECORDS.

NAME: Vice President DATE: 5/4/16
TITLE: _____

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY,
A PUBLIC BODY, CORPORATE AND POLITICAL, BENEFICIARY PER DOCUMENT RECORDED FEBRUARY 15, 2013 AS INSTRUMENT NO. 20130215-00028343-0, OFFICIAL RECORDS

NAME: _____ DATE: _____
TITLE: _____

THE CITY OF OXNARD

NAME: _____ DATE: _____
TITLE: _____

CITY TREASURER'S CERTIFICATE

I, DANIELLE M. NAVAS, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 5745-1 OR ANY PART THEREOF FOR UNPAID MUNICIPAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 20____.

CITY TREASURER OF THE CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____ IN BOOK _____ OF MISCELLANEOUS RECORD (MAPS), AT PAGES _____, AT THE REQUEST OF OXNARD CRFL PARTNERS, LLC,

MARK A. LUIN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF OXNARD CRFL PARTNERS IN JUNE OF 2015. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. RES TO ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

DATED: MAY 3, 2016

David W. Mackey
DAVID W. MACKEY, P.L.S. 8912
MY REGISTRATION EXPIRES: 9/30/2016



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED TRACT NO. 5745-1 AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

JAMES P. FALLON, P.L.S. 7807
CITY SURVEYOR

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF. THAT ALL OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY OF OXNARD SUBDIVISION ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

PAUL WENDT
CITY ENGINEER
R.C.E. 46333

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATED: _____, 20____

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

CITY COUNCIL'S CERTIFICATE

THIS MAP ENTITLED TRACT NO. 5745-1 CONSISTING OF 17 SHEETS IS PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD, VENTURA COUNTY, CALIFORNIA AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE _____ DAY OF _____, 20____ FOR APPROVAL. SAID COUNCIL HEREBY APPROVES SAID MAP AND DOES HEREBY ACCEPT THE WATER RIGHTS AS OFFERED HEREON AND ACCEPTS THE EASEMENT FOR WATERLINE AND STORM DRAIN PURPOSES, THE EASEMENT FOR WATERLINE (DOMESTIC AND RECYCLED) PURPOSES, THE EASEMENT FOR WATERLINE AND SEWER PURPOSES, AND THE EASEMENT FOR STORM DRAIN PURPOSES AS SHOWN ON THIS MAP. ~~AS SHOWN ON THIS MAP~~ SAID COUNCIL DOES HEREBY ACCEPT THE EASEMENT FOR PUBLIC UTILITY PURPOSES OVER LOTS J, K, L, M AND P, AND AS SHOWN ON THIS MAP.

THE 25 FOOT STRIP AND THE 30 FOOT STRIP WE RELINQUISH FOREVER GIVE AND QUITCLAIM TO OXNARD CRFL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THOSE PORTIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION RELINQUISHMENT PARCELS TO THE CITY OF OXNARD AS SHOWN ON RELINQUISHMENT MAPS REL-1241 AND REL-1255, AS SHOWN WITHIN THE EXTERIOR BOUNDARY HEREON.

SAID COUNCIL HEREBY APPROVES SAID MAP AND DOES HEREBY ACCEPT FOR PUBLIC USE, THE RIGHT OF WAY: OXNARD BOULEVARD, WAGON WHEEL ROAD, CACTUS DRIVE, WINCHESTER DRIVE, BUCKAROO PLACE AND SPUR DRIVE, SUBJECT TO IMPROVEMENTS.

WE ALSO ACCEPT THE VEHICULAR ACCESS RIGHTS TO OXNARD BOULEVARD AS RELEASED AND RELINQUISHED HEREON.

IN WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD TO BE AFFIXED HERETO THIS _____ DAY OF _____, 20____.

DANIEL MARTINEZ
CITY CLERK OF THE CITY OF OXNARD

TIM FLYNN
MAYOR OF THE CITY OF OXNARD

NOTE:

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS AND ABANDONMENT CERTIFICATE

R302217.01

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
LETTERED LOTS: 12

TRACT NO. 5745-1

SHEET 2 OF 17 SHEETS

DATE OF SURVEY:
AUGUST 2014

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
HUITT-ZOLLARS

DAVID W. MACKEY, P.L.S. 8912

ABANDONMENT CERTIFICATE

THIS IS TO CERTIFY THAT PURSUANT TO SECTION 66434(g) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS TRACT MAP CONSTITUTES ABANDONMENT OF THOSE PORTIONS OF SPUR DRIVE, OVERPASS STREET AND CROSS AVENUE DEDICATED TO THE COUNTY OF VENTURA ON THE MAP OF UNDERPASS INDUSTRIAL TRACT NO. 1, 21 M.R. 78-79, THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES SHOWN ON THE MAP OF UNDERPASS INDUSTRIAL TRACT NO. 1, 21 M.R. 78-79; THAT PORTION OF SPUR DRIVE ACQUIRED BY THE COUNTY OF VENTURA IN THE DOCUMENT RECORDED MAY 13, 1957, IN BOOK 1512, PAGE 369, OFFICIAL RECORDS; THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED MARCH 24, 1970, IN BOOK 3639, PAGE 260, OFFICIAL RECORDS; THAT CERTAIN EASEMENT FOR PUBLIC SIDEWALK PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED AUGUST 15, 1994 AS INSTRUMENT NO. 94-134109, OFFICIAL RECORDS; THAT PORTION OF THE EASEMENT FOR WATER PIPELINE PURPOSES RECORDED OCTOBER 10, 2013 AS INSTRUMENT NO. 20131010-00171241-0, OFFICIAL RECORDS WITHIN THE PROPOSED RIGHT OF WAY OF WINCHESTER DRIVE AS SHOWN HEREIN; THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 25, 2013 AS INSTRUMENT NO. 20131025-00177228-0, OFFICIAL RECORDS, AND THAT CERTAIN EASEMENT FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED NOVEMBER 22, 2013 AS INSTRUMENT NO. 20131122-00190792-0, OFFICIAL RECORDS; LYING WITHIN THE EXTERNAL BOUNDARY OF THIS SUBDIVISION NOT SHOWN ON THIS MAP.

DATE: _____, 2016

DANIEL MARTINEZ,
CITY CLERK, CITY OF OXNARD

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

OXNARD CRFL PARTNERS, LLC

STATE OF CACOUNTY OF ORANGE

ON MAY 4 - 2016 BEFORE ME, Lourdes R Cirigliano,
A NOTARY PUBLIC, PERSONALLY APPEARED Carl H Renezeder

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE [Signature] MY PRINCIPAL PLACE OF BUSINESS IS IN
Orange COUNTY
MY COMMISSION NO. 2042467
PRINT NAME Lourdes R Cirigliano MY COMMISSION EXPIRES 9/22/17

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

CRFL HOUSING PARTNERS, LLC

STATE OF CACOUNTY OF Orange

ON MAY 4, - 2016 BEFORE ME, Lourdes R Cirigliano,
A NOTARY PUBLIC, PERSONALLY APPEARED Carl H Renezeder

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE [Signature] MY PRINCIPAL PLACE OF BUSINESS IS IN
Orange COUNTY
MY COMMISSION NO. 2042467
PRINT NAME Lourdes R Cirigliano MY COMMISSION EXPIRES 9/22/17

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

CABRILLO ECONOMIC DEVELOPMENT CORPORATION

STATE OF CALIFORNIACOUNTY OF VENTURA

ON MAY 11, 2016 BEFORE ME, EILEEN PANTER,
A NOTARY PUBLIC, PERSONALLY APPEARED M. H. DE ESQUIVIA

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE [Signature] MY PRINCIPAL PLACE OF BUSINESS IS IN
VENTURA COUNTY
MY COMMISSION NO. 2134534
PRINT NAME EILEEN PANTER MY COMMISSION EXPIRES 11/20/19

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN

COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

CITIBANK, N.A.

STATE OF CALIFORNIACOUNTY OF VENTURA

ON MAY 21, 2016 BEFORE ME, MATTHEW W. KNSPPRATH,
A NOTARY PUBLIC, PERSONALLY APPEARED KATHY MILLHOUSE

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE [Signature] MY PRINCIPAL PLACE OF BUSINESS IS IN
VENTURA COUNTY
MY COMMISSION NO. 2109157
PRINT NAME MATTHEW W. KNSPPRATH MY COMMISSION EXPIRES 4/27/19

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
LETTERED LOTS: 12

DATE OF SURVEY:
AUGUST 2014

TRACT NO. 5745-1

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

SHEET 3 OF 17 SHEETS

L.3.b

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

THE CITY OF OXNARD

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____

COUNTY OF _____

ON _____ BEFORE ME, _____,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY
MY COMMISSION NO. _____
PRINT NAME _____ MY COMMISSION EXPIRES _____

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
LETTERED LOTS: 12

DATE OF SURVEY:
AUGUST 2014

TRACT NO. 5745-1

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

SHEET 4 OF 17 SHEETS

L.3.b

SIGNATURE OMISSIONS:

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (d)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE

1. THE STATE OF CALIFORNIA, HOLDER OF EASEMENT FOR DRAINAGE STRUCTURES, EXCAVATION AND EMBANKMENT SLOPE PURPOSES RECORDED MARCH 30, 1934, IN BOOK 393, PAGE 373, OFFICIAL RECORDS (EASEMENT IS NOT LOCATABLE FROM RECORD) AND DRAINAGE PURPOSES RECORDED NOVEMBER 16, 1948, IN BOOK 847, PAGE 110 AND RESERVED IN DOCUMENT RECORDED OCTOBER 18, 2013 AS INSTRUMENT NO. 20131018-00174323-0, BOTH OF OFFICIAL RECORDS (PLOTTED HEREON); AN EASEMENT FOR INGRESS AND EGRESS RESERVED IN DOCUMENTS RECORDED MAY 7, 2013 AS INSTRUMENT NO. 20130507-00082567-0 AND OCTOBER 18, 2013 AS INSTRUMENT NO. 20131018-00174323-0, OFFICIAL RECORDS (EASEMENTS NOT LOCATABLE FROM RECORD).
2. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITY PURPOSES RECORDED JANUARY 18, 1952, IN BOOK 1044, PAGE 306 (NOT LOCATABLE FROM RECORD); APRIL 22, 1957, IN BOOK 1054, PAGE 585 (PLOTTED HEREON); JANUARY 27, 1959, IN BOOK 1708, PAGE 2 (PLOTTED HEREON); AND MARCH 17, 2014, AS INSTRUMENT NO. 20140317-00034470 (PLOTTED HEREON), RECORDED MARCH 17, 2014 AS INSTRUMENT NO. 20140317-00034471-0 (PLOTTED HEREON), ALL OF OFFICIAL RECORDS.
3. THE COUNTY OF VENTURA, HOLDER OF AN EASEMENT FOR PUBLIC ROAD PURPOSES RECORDED MAY 13, 1957, IN BOOK 1512, PAGE 369, OFFICIAL RECORDS.
4. SOUTHERN COUNTIES GAS COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITY PURPOSES RECORDED JULY 1, 1953, IN BOOK 1142, PAGE 292, OFFICIAL RECORDS (PLOTTED HEREON).
5. SPRINT COMMUNICATIONS COMPANY, L.P., QWEST COMMUNICATIONS COMPANY, LLC, LEVEL 3 COMMUNICATIONS, LLC AND WITEL COMMUNICATIONS, INC. HOLDER OF EASEMENTS FOR TELECOMMUNICATIONS CABLE SYSTEM PURPOSES RECORDED AUGUST 21, 2013 AS INSTRUMENT NO. 20130821-00146419-0, DECEMBER 27, 2013 AS INSTRUMENT NO. 20131227-00205739, AND JANUARY 30, 2014 AS INSTRUMENT NO. 20140130-00011258, ALL OF OFFICIAL RECORDS (EASEMENTS ARE NOT LOCATABLE FROM RECORD).

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (d)(3C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE

1. DORA SANDERSON, TRUSTEE, PER DOCUMENT RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151 IN BOOK 726, PAGE 63, OFFICIAL RECORDS.
2. CLARENCE A. MARKEL AND LUCILLE B. MARKEL, PER DOCUMENT RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118 IN BOOK 1183, PAGE 46, OFFICIAL RECORDS.
3. LESTER R. HOWARD AND JOANNA HOWARD, PER DOCUMENT RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785 IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.

EASEMENTS ABANDONED (SEE ABANDONMENT CERTIFICATE ON SHEET 2):

1. THOSE PORTIONS OF SPUR DRIVE, OVERPASS STREET AND CROSS AVENUE DEDICATED TO THE COUNTY OF VENTURA ON THE MAP OF UNDERPASS INDUSTRIAL TRACT NO. 1, 21 M.R. 78-79;
2. THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES SHOWN ON THE MAP OF UNDERPASS INDUSTRIAL TRACT NO. 1, 21 MR 78-79;
3. THAT PORTION OF SPUR DRIVE ACQUIRED BY THE COUNTY OF VENTURA IN THE DOCUMENT RECORDED MAY 13, 1957, IN BOOK 1512, PAGE 369, OFFICIAL RECORDS;
4. THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED MARCH 24, 1970, IN BOOK 3639, PAGE 260, OFFICIAL RECORDS;
5. THAT CERTAIN EASEMENT FOR PUBLIC SIDEWALK PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED AUGUST 15, 1994 AS INSTRUMENT NO. 94-134109, OFFICIAL RECORDS;
6. THAT PORTION OF THE EASEMENT FOR WATER PIPELINE PURPOSES RECORDED OCTOBER 10, 2013 AS INSTRUMENT NO. 20131010-00171241-0, OFFICIAL RECORDS WITHIN THE PROPOSED RIGHT OF WAY OF WINCHESTER DRIVE AS SHOWN HEREIN;
7. THAT CERTAIN EASEMENT FOR PUBLIC STREETS AND PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED NOVEMBER 22, 2013 AS INSTRUMENT NO. 20131122-00190792-0, OFFICIAL RECORDS; AND
8. THAT CERTAIN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 25, 2013 AS INSTRUMENT NO. 20131025-00177728-0, OFFICIAL RECORDS;

LYING WITHIN THE EXTERIOR BOUNDARIES OF THIS SUBDIVISION,
NOT SHOWN ON THIS MAP.

EXISTING EASEMENTS

- ① AN EASEMENT FOR DRAINAGE STRUCTURE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA RECORDED NOVEMBER 16, 1948, IN BOOK 847, PAGE 110, OFFICIAL RECORDS (SEE SHEET 14).
- ② AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN COUNTIES GAS COMPANY RECORDED JULY 1, 1953, IN BOOK 1142, PAGE 292, OFFICIAL RECORDS (SEE SHEET 16).
- ③ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED APRIL 22, 1957, IN BOOK 1504, PAGE 585, OFFICIAL RECORDS (SEE SHEET 9).
- ④ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 27, 1959, IN BOOK 1708, PAGE 2, OFFICIAL RECORDS (SEE SHEET 17).
- ⑤ AN EASEMENT FOR WATER PIPELINE PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 10, 2013 AS INSTRUMENT NO. 20131010-00171240-0, OFFICIAL RECORDS (SEE SHEET 14).
- ⑥ AN EASEMENT FOR WATER PIPELINE PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 10, 2013 AS INSTRUMENT NO. 20131010-00171241-0, OFFICIAL RECORDS (SEE SHEET 14).
- ⑦ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 17, 2014 AS INSTRUMENT NO. 20140317-00034471-0, OFFICIAL RECORDS (SEE SHEET 17).
- ⑧ AN EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA AS RESERVED IN DOCUMENT RECORDED OCTOBER 18, 2013 AS INSTRUMENT NO. 20131018-00174323-0, OFFICIAL RECORDS (SEE SHEET 14).
- ⑨ AN EASEMENT FOR SEWER PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 10, 2013, PER INSTRUMENT NO. 20131010-00171242-0, OFFICIAL RECORDS (SEE SHEET 15).
- ⑩ AN EASEMENT FOR DOMESTIC AND RECYCLED/RECLAIMED WATER LINE PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 10, 2013, PER INSTRUMENT NO. 20131010-00171243-0, OFFICIAL RECORDS (SEE SHEET 14).
- ⑪ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 17, 2014, PER INSTRUMENT NO. 20140317-00034470, OFFICIAL RECORDS (SEE SHEET 15).
- 12 AN EASEMENT FOR DRAINAGE AND STORMWATER PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED NOVEMBER 22, 2013, PER INSTRUMENT NO. 20131122-00190791-0, OFFICIAL RECORDS (NOT LOCATABLE FROM RECORD).

PROPOSED EASEMENTS (DEDICATED HEREON)

- ① AN EASEMENT FOR WATERLINE AND STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF OXNARD HEREON (SEE SHEETS 11, 12 & 13).
- ② AN EASEMENT FOR WATERLINE (DOMESTIC AND RECYCLED) PURPOSES IN FAVOR OF THE CITY OF OXNARD HEREON (SEE SHEETS 11 & 14).
- ③ AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF OXNARD HEREON (SEE SHEETS 11, 15 & 17).
- ④ AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF THE CITY OF OXNARD HEREON (SEE SHEET 16).

PROPOSED EASEMENTS (TO BE RECORDED BY SEPARATE DOCUMENT)

- ① AN EASEMENT FOR INGRESS AND EGRESS PURPOSES IN FAVOR OF LOT 14 HEREON (SEE SHEET 11).
- ② AN EASEMENT FOR INGRESS AND EGRESS PURPOSES IN FAVOR OF LOT 11 HEREON (SEE SHEETS 13 & 14).
- ③ AN EASEMENT FOR TEMPORARY WATERLINE AND ACCESS PURPOSES IN FAVOR OF THE CITY OF OXNARD (SEE SHEET 13).

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
LETTERED LOTS: 12

DATE OF SURVEY:
AUGUST 2014

TRACT NO. 5745-1

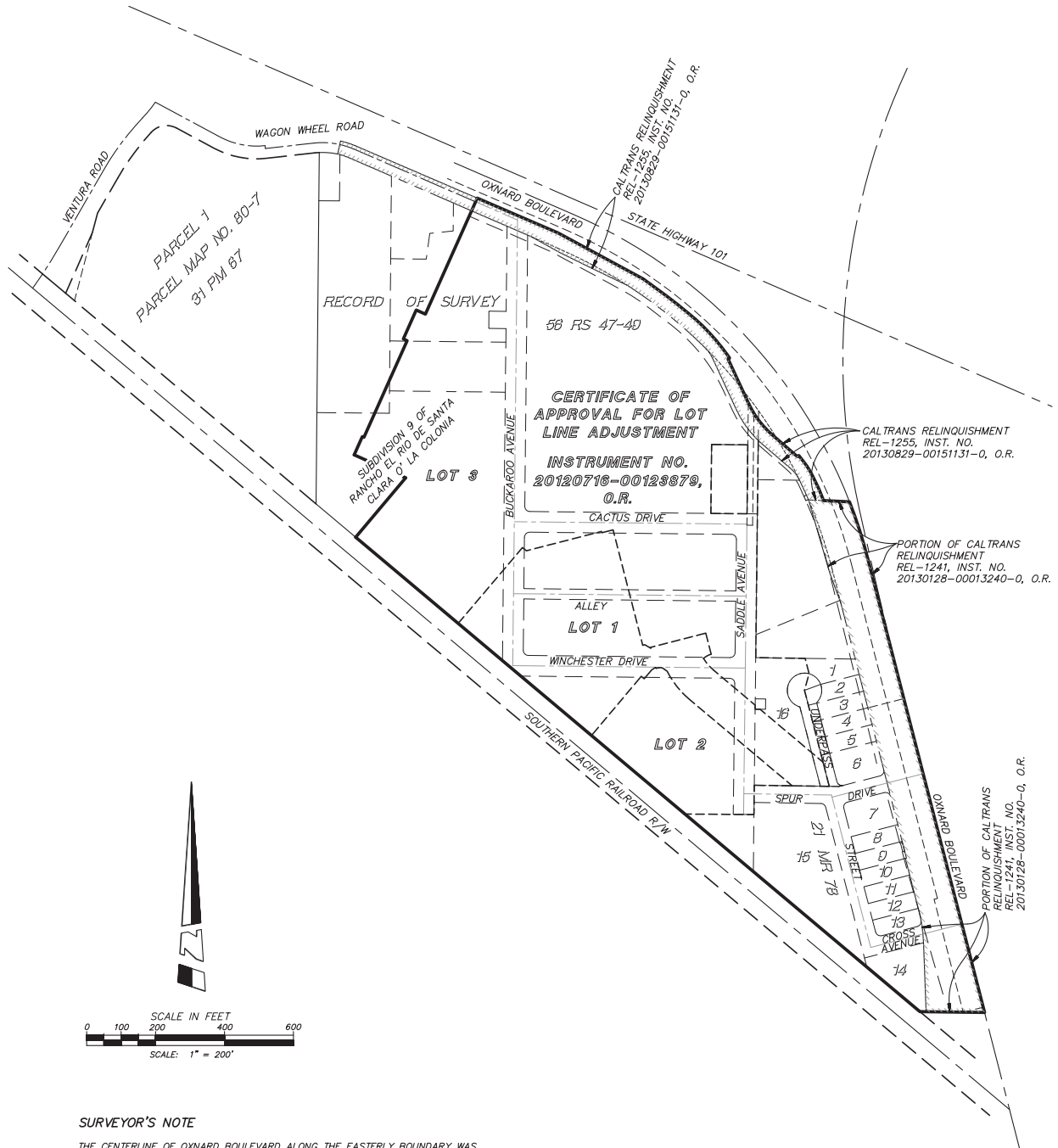
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLLARS

DAVID W. MACKEY, P.L.S. 8912

SHEET 6 OF 17 SHEETS

L.3.b



SURVEYOR'S NOTE

THE CENTERLINE OF OXNARD BOULEVARD ALONG THE EASTERLY BOUNDARY WAS ESTABLISHED BY HOLDING FOUND SPIKE & WASHER, STAMPED "CALTRANS" AS POINT ON CENTERLINE, SOUTHERLY OF THE INTERSECTION OF OXNARD BOULEVARD AND VINEYARD AVENUE AND THROUGH A POINT 108.00' NORTHEASTERLY OF THE FOUND 3/4" IRON PIPE, NO TAG, OPEN, AND ACCEPTED AS THE LOCATION OF 3/4" IRON PIPE AND TAG, "RE 4825" PER R5, CENTERLINE FIT 6"x6" CONCRETE MONUMENTS PER R7.

THE CENTERLINE OF OXNARD BOULEVARD ALONG THE NORTHERLY BOUNDARY WAS ESTABLISHED PARALLEL TO THE CENTERLINE OF WAGON WHEEL ROAD AND 70.64 FEET NORTHEASTERLY OF THE FOUND LEAD AND TACK, NO TAG, PER R4. THE CENTERLINE OF WAGON WHEEL WAS ESTABLISHED BY HOLDING RECORD ANGLE AND DISTANCE FROM THE FOUND C-NAIL ALONG THE SOUTHWESTERLY RIGHT OF WAY OF WAGON WHEEL ROAD.

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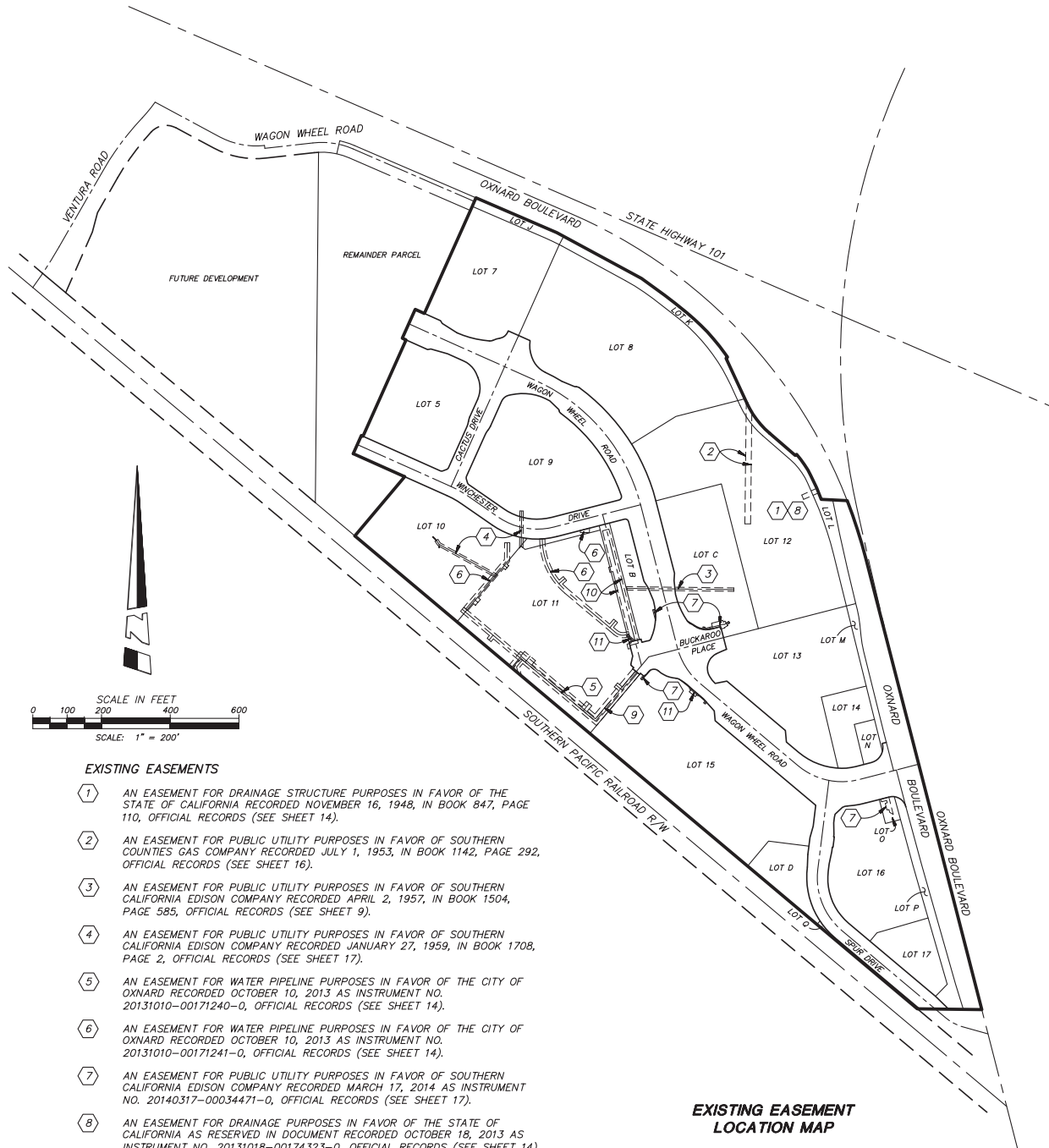
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

SHEET 7 OF 17 SHEETS

L.3.b



EXISTING EASEMENTS

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- 4 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JANUARY 27, 1959, IN BOOK 1708, PAGE 2, OFFICIAL RECORDS (SEE SHEET 17).
- 5 AN EASEMENT FOR WATER PIPELINE PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 10, 2013 AS INSTRUMENT NO. 20131010-00171240-0, OFFICIAL RECORDS (SEE SHEET 14).
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- 8 AN EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA AS RESERVED IN DOCUMENT RECORDED OCTOBER 18, 2013 AS INSTRUMENT NO. 20131018-00174323-0, OFFICIAL RECORDS (SEE SHEET 14).
- 9 AN EASEMENT FOR SEWER PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 10, 2013, PER INSTRUMENT NO. 20131010-00171242-0, OFFICIAL RECORDS (SEE SHEET 15).
- 10 AN EASEMENT FOR DOMESTIC AND RECYCLED/RECLAIMED WATER LINE PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED OCTOBER 10, 2013, PER INSTRUMENT NO. 20131010-00171243-0, OFFICIAL RECORDS (SEE SHEET 14).
- 11 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 17, 2014, PER INSTRUMENT NO. 20140317-00034470, OFFICIAL RECORDS (SEE SHEET 15).

EXISTING EASEMENT LOCATION MAP

R.302217.01 8

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
LETTERED LOTS: 12

DATE OF SURVEY:
AUGUST 2014

TRACT NO. 5745-1

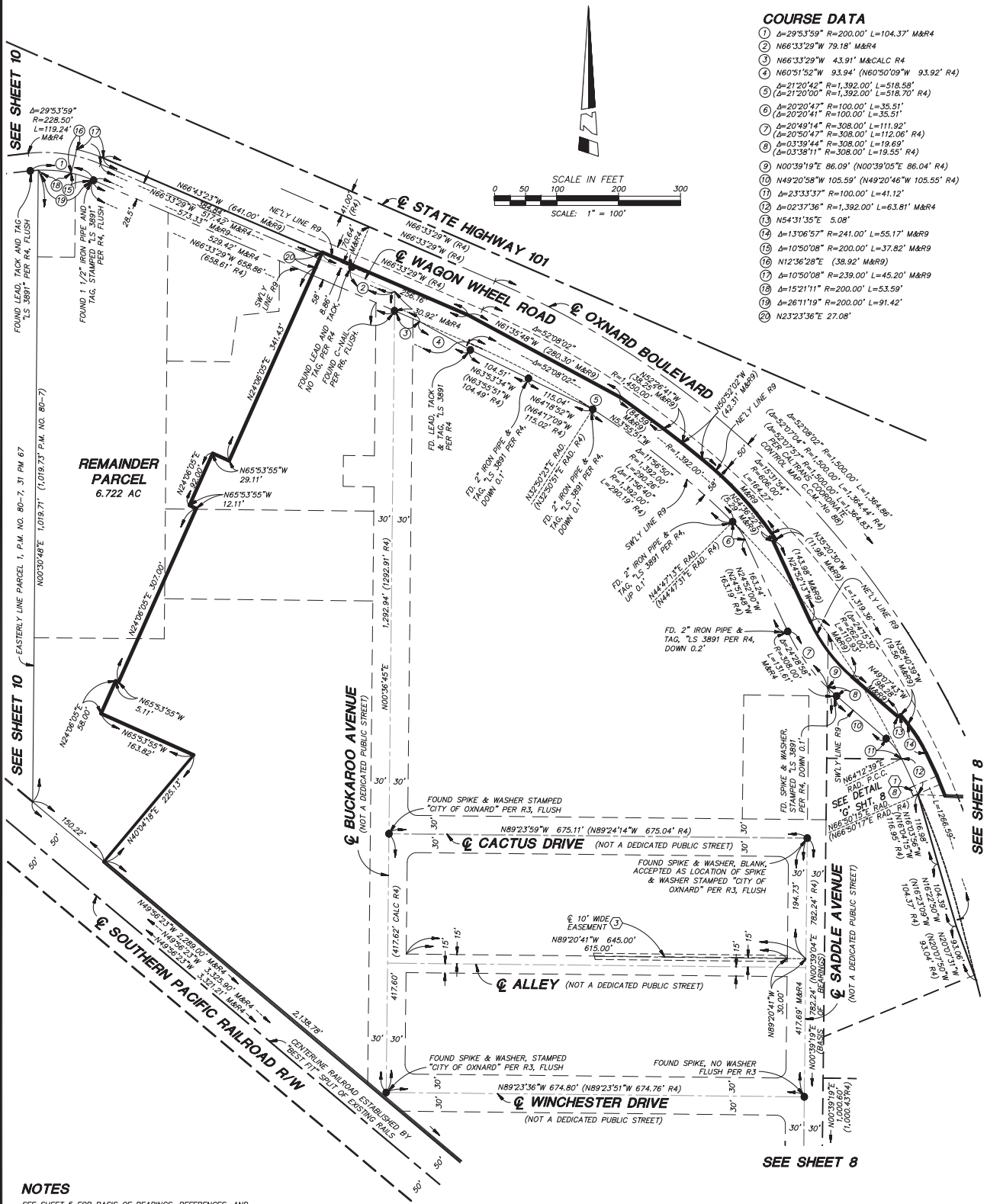
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

SHEET 9 OF 17 SHEETS

L.3.b



COURSE DATA

- 1 $\Delta=29^{\circ}53'59''$ $R=200.00'$ $L=104.37'$ M&R4
- 2 $N66^{\circ}33'29''W$ 79.18' M&R4
- 3 $N66^{\circ}33'29''W$ 43.91' M&CALC R4
- 4 $N60^{\circ}51'52''W$ 93.94' ($N60^{\circ}50'09''W$ 93.92' R4)
- 5 $\Delta=21^{\circ}20'42''$ $R=1,392.00'$ $L=518.58'$
($\Delta=21^{\circ}20'00''$ $R=1,392.00'$ $L=518.70'$ R4)
- 6 $\Delta=20^{\circ}20'41''$ $R=100.00'$ $L=35.51'$
- 7 $\Delta=20^{\circ}49'14''$ $R=308.00'$ $L=111.92'$
($\Delta=20^{\circ}50'47''$ $R=308.00'$ $L=112.06'$ R4)
- 8 $\Delta=03^{\circ}39'44''$ $R=308.00'$ $L=18.69'$
- 9 $\Delta=03^{\circ}38'11''$ $R=308.00'$ $L=18.55'$ R4
- 10 $N00^{\circ}39'19''E$ 86.09' ($N00^{\circ}39'05''E$ 86.04' R4)
- 11 $N49^{\circ}20'58''W$ 105.59' ($N49^{\circ}20'46''W$ 105.55' R4)
- 12 $\Delta=23^{\circ}33'37''$ $R=100.00'$ $L=41.12'$
- 13 $\Delta=02^{\circ}37'36''$ $R=1,392.00'$ $L=63.81'$ M&R4
- 14 $N54^{\circ}31'35''E$ 5.08'
- 15 $\Delta=13^{\circ}06'57''$ $R=241.00'$ $L=55.17'$ M&R9
- 16 $\Delta=10^{\circ}50'08''$ $R=200.00'$ $L=37.82'$ M&R9
- 17 $N12^{\circ}36'28''E$ (38.92' M&R9)
- 18 $\Delta=10^{\circ}50'08''$ $R=239.00'$ $L=45.20'$ M&R9
- 19 $\Delta=15^{\circ}21'11''$ $R=200.00'$ $L=53.59'$
- 20 $\Delta=26^{\circ}11'19''$ $R=200.00'$ $L=91.42'$
- 21 $N23^{\circ}33'36''E$ 27.08'

NOTES

SEE SHEET 5 FOR BASIS OF BEARINGS, REFERENCES, AND MONUMENT NOTES

SEE SHEET 4 FOR EASEMENT NOTES

SEE SHEET 5 FOR SHEET INDEX MAP

SEE SHEET 7 FOR EXISTING EASEMENTS BURDENING THE LAND

LOTS B, C, Q AND R ARE FOR LANDSCAPING/OPEN SPACE

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
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DATE OF SURVEY:
AUGUST 2014

TRACT NO. 5745-1

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLIARS

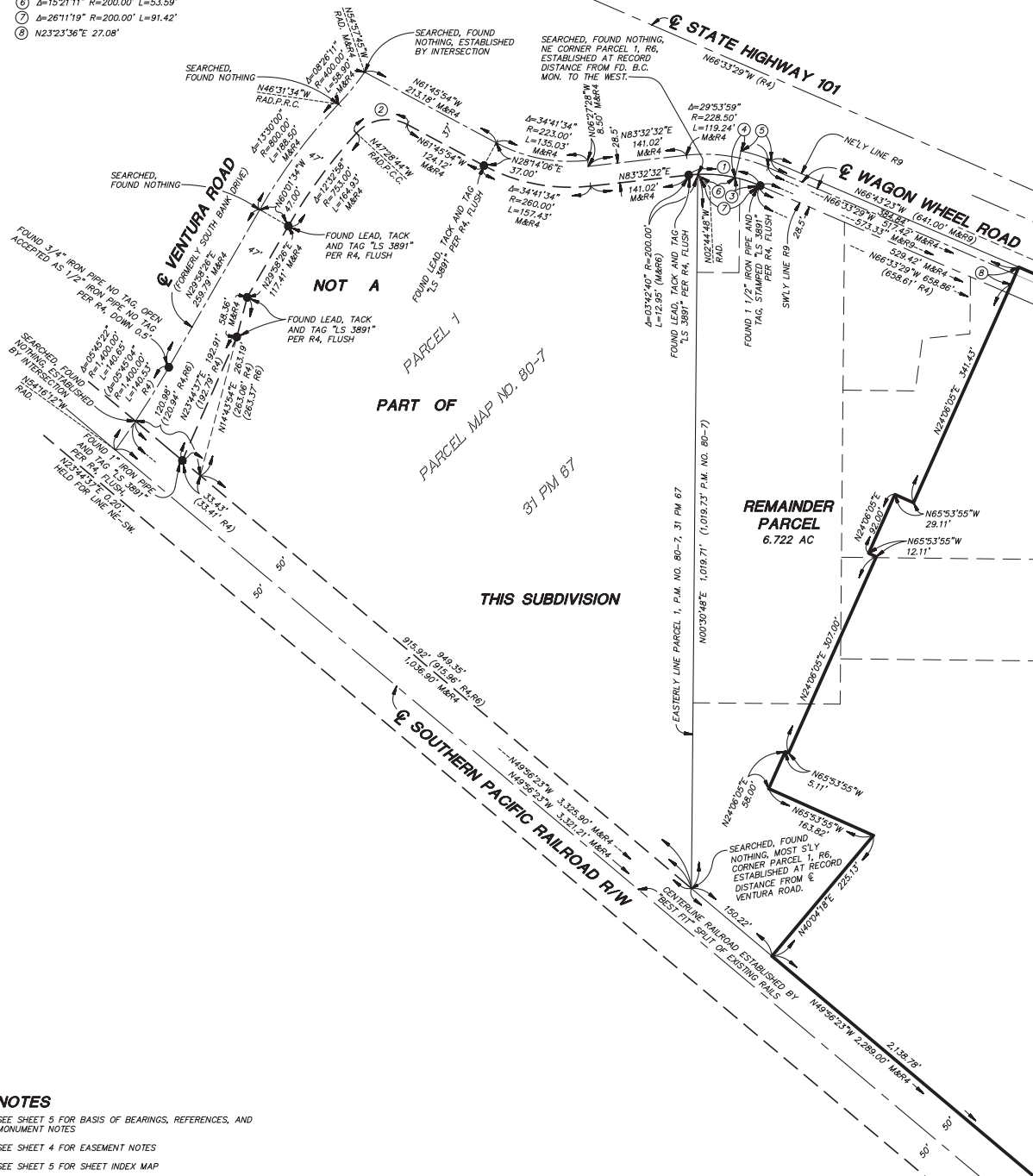
DAVID W. MACKEY, P.L.S. 8912

SHEET 10 OF 17 SHEETS

L.3.b

COURSE DATA

- ① $\Delta=29^{\circ}53'59''$ $R=200.00'$ $L=104.37'$ M&R4
- ② $\Delta=75^{\circ}42'42''$ $R=60.00'$ $L=79.29'$ M&R4
- ③ $\Delta=10^{\circ}50'08''$ $R=200.00'$ $L=37.82'$ M&R9
- ④ $N12^{\circ}36'28''E$ (38.92' M&R9)
- ⑤ $\Delta=10^{\circ}50'08''$ $R=239.00'$ $L=45.20'$ M&R9
- ⑥ $\Delta=15^{\circ}21'11''$ $R=200.00'$ $L=53.59'$
- ⑦ $\Delta=26^{\circ}11'19''$ $R=200.00'$ $L=91.42'$
- ⑧ $N23^{\circ}23'36''E$ 27.08'



NOTES

SEE SHEET 5 FOR BASIS OF BEARINGS, REFERENCES, AND MONUMENT NOTES

SEE SHEET 4 FOR EASEMENT NOTES

SEE SHEET 5 FOR SHEET INDEX MAP

SEE SHEET 7 FOR EXISTING EASEMENTS BURDENING THE LAND

LOTS B, C, Q AND R ARE FOR LANDSCAPING/OPEN SPACE

SEE SHEET 9

GROSS AREA = 46.246 ACRES
NET AREA = 38.833 ACRES
NUMBER OF LOTS: 12
LETTERED LOTS: 12

TRACT NO. 5745-1

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

SHEET 12 OF 17 SHEETS

L.3.b

DATE OF SURVEY:
AUGUST 2014

COURSE DATA

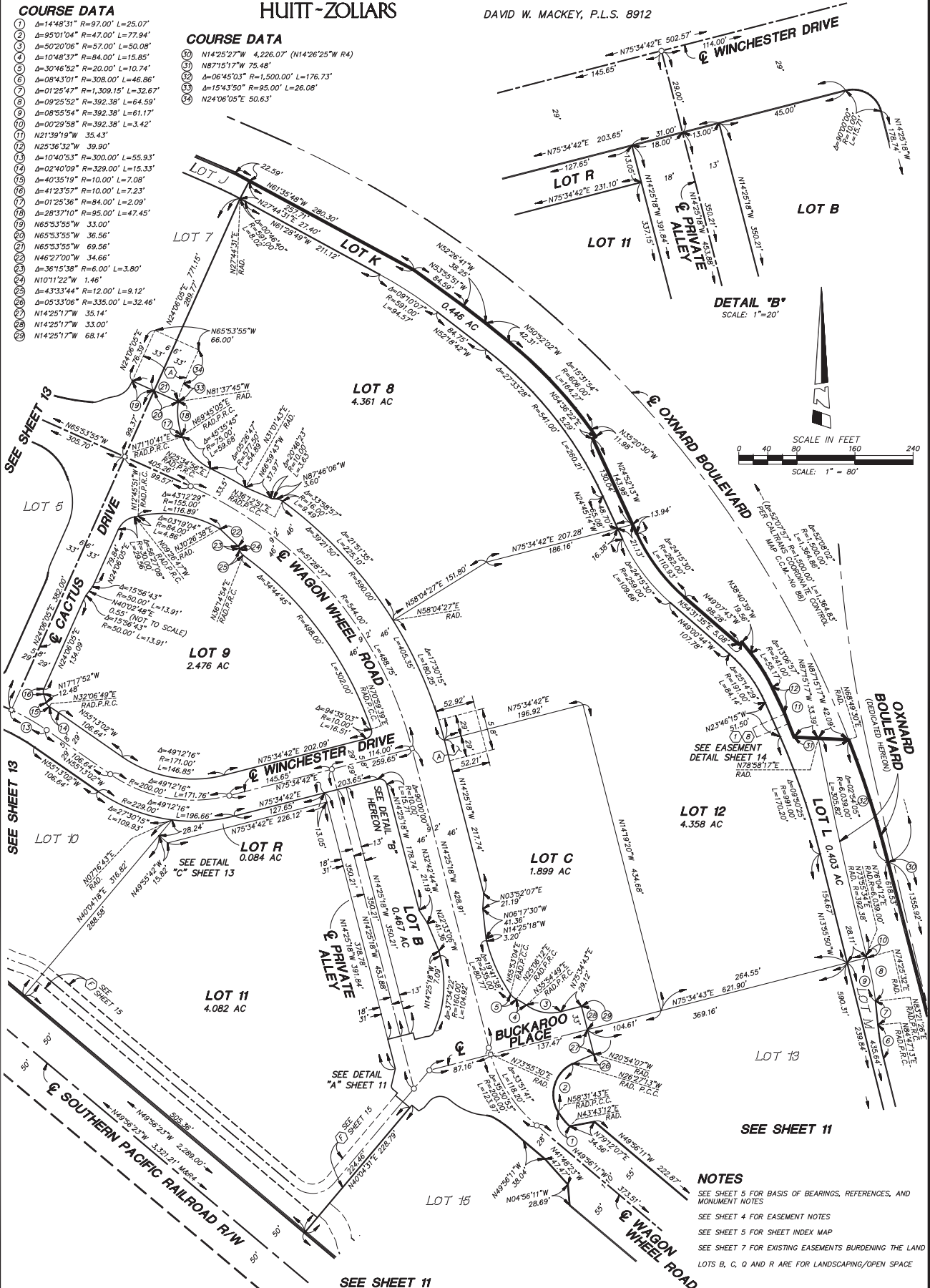
- 1 $\Delta=14^{\circ}48'31''$ R=97.00' L=25.07'
- 2 $\Delta=95^{\circ}01'04''$ R=47.00' L=77.94'
- 3 $\Delta=50^{\circ}20'06''$ R=57.00' L=50.08'
- 4 $\Delta=10^{\circ}48'37''$ R=84.00' L=15.85'
- 5 $\Delta=30^{\circ}46'52''$ R=20.00' L=10.74'
- 6 $\Delta=08^{\circ}43'01''$ R=308.00' L=46.86'
- 7 $\Delta=01^{\circ}25'47''$ R=1,309.15' L=32.67'
- 8 $\Delta=09^{\circ}25'52''$ R=392.38' L=64.59'
- 9 $\Delta=08^{\circ}55'54''$ R=392.38' L=61.17'
- 10 $\Delta=00^{\circ}29'58''$ R=392.38' L=3.42'
- 11 $\Delta=21^{\circ}39'19''$ W 35.43'
- 12 $\Delta=25^{\circ}36'32''$ W 39.90'
- 13 $\Delta=10^{\circ}40'33''$ R=300.00' L=55.93'
- 14 $\Delta=02^{\circ}40'09''$ R=329.00' L=15.33'
- 15 $\Delta=40^{\circ}35'19''$ R=10.00' L=7.08'
- 16 $\Delta=41^{\circ}23'57''$ R=10.00' L=7.23'
- 17 $\Delta=01^{\circ}25'36''$ R=84.00' L=2.09'
- 18 $\Delta=28^{\circ}37'10''$ R=95.00' L=47.45'
- 19 $\Delta=65^{\circ}33'55''$ W 33.00'
- 20 $\Delta=65^{\circ}33'55''$ W 36.56'
- 21 $\Delta=65^{\circ}33'55''$ W 69.56'
- 22 $\Delta=46^{\circ}27'00''$ W 34.66'
- 23 $\Delta=36^{\circ}15'38''$ R=6.00' L=3.80'
- 24 $\Delta=10^{\circ}11'22''$ W 1.46'
- 25 $\Delta=43^{\circ}33'44''$ R=12.00' L=9.12'
- 26 $\Delta=05^{\circ}33'06''$ R=335.00' L=32.46'
- 27 $\Delta=14^{\circ}25'17''$ W 35.14'
- 28 $\Delta=14^{\circ}25'17''$ W 33.00'
- 29 $\Delta=14^{\circ}25'17''$ W 68.14'

COURSE DATA

- 30 $\Delta=14^{\circ}25'27''$ W 4,226.07' (N142625°W R4)
- 31 $\Delta=87^{\circ}15'17''$ W 75.48'
- 32 $\Delta=06^{\circ}45'03''$ R=1,500.00' L=176.73'
- 33 $\Delta=15^{\circ}43'50''$ R=95.00' L=26.08'
- 34 $\Delta=24^{\circ}06'05''$ E 50.63'

DAVID W. MACKEY, P.L.S. 8912

HUITT-ZOLIARS



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TRACT NO. 5745-1

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLLARS

DAVID W. MACKEY, P.L.S. 8912

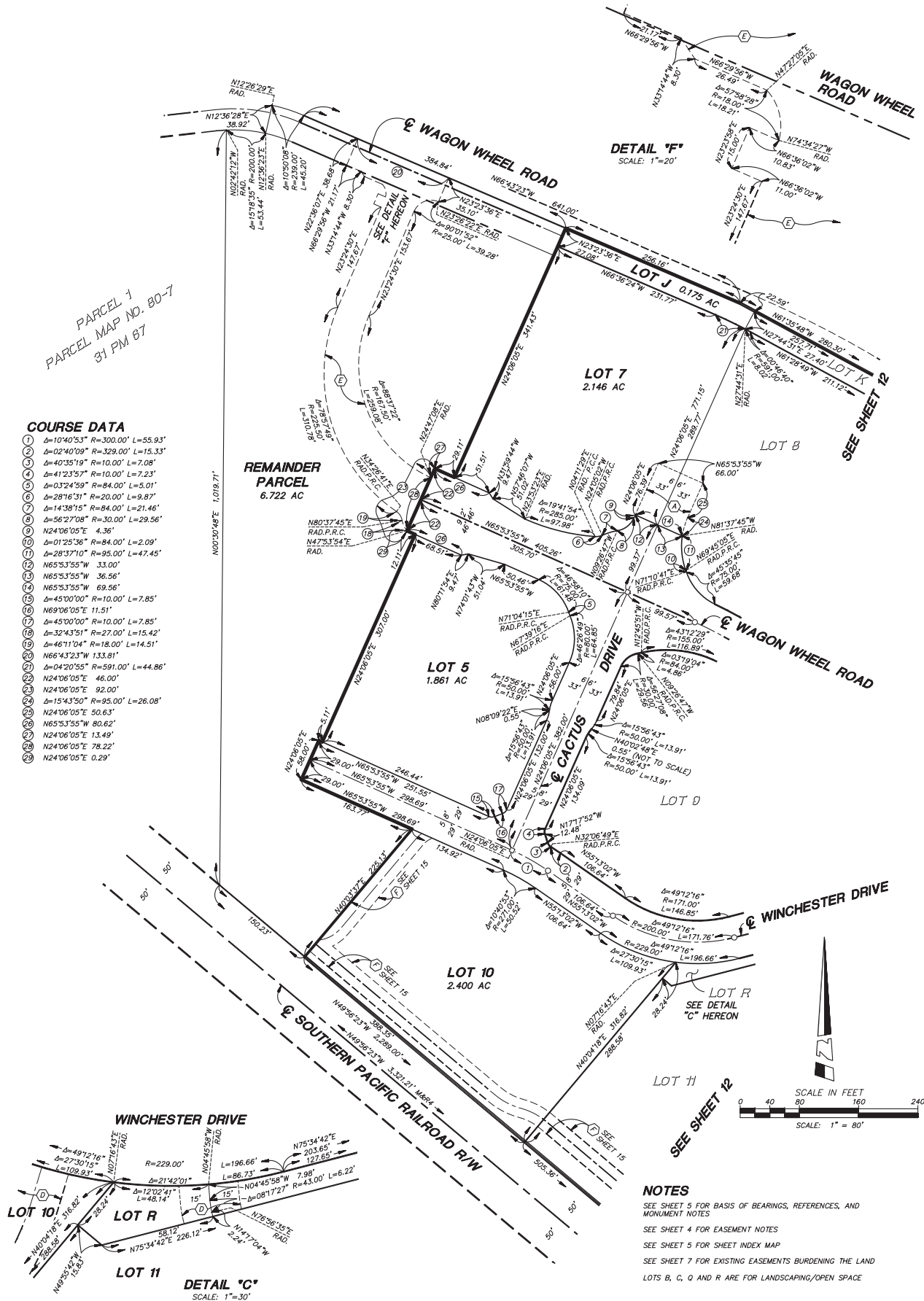
SHEET 13 OF 17 SHEETS

L.3.b

PARCEL 1
PARCEL MAP NO. 80-7
31 PM 87

COURSE DATA

- 1 $\Delta=10^{\circ}40'53''$ $R=300.00'$ $L=55.93'$
- 2 $\Delta=02^{\circ}40'09''$ $R=329.00'$ $L=15.33'$
- 3 $\Delta=40^{\circ}35'19''$ $R=10.00'$ $L=7.08'$
- 4 $\Delta=41^{\circ}23'57''$ $R=10.00'$ $L=7.23'$
- 5 $\Delta=03^{\circ}24'59''$ $R=84.00'$ $L=5.01'$
- 6 $\Delta=28^{\circ}16'31''$ $R=20.00'$ $L=9.87'$
- 7 $\Delta=14^{\circ}38'15''$ $R=84.00'$ $L=21.46'$
- 8 $\Delta=56^{\circ}27'08''$ $R=30.00'$ $L=29.56'$
- 9 $\Delta=24^{\circ}06'05''$ $L=4.36'$
- 10 $\Delta=01^{\circ}25'36''$ $R=84.00'$ $L=2.09'$
- 11 $\Delta=28^{\circ}37'10''$ $R=95.00'$ $L=47.45'$
- 12 $\Delta=65^{\circ}53'55''$ $L=33.00'$
- 13 $\Delta=65^{\circ}53'55''$ $L=36.56'$
- 14 $\Delta=65^{\circ}53'55''$ $L=69.56'$
- 15 $\Delta=45^{\circ}00'00''$ $R=10.00'$ $L=7.85'$
- 16 $\Delta=69^{\circ}06'05''$ $L=11.51'$
- 17 $\Delta=45^{\circ}00'00''$ $R=10.00'$ $L=7.85'$
- 18 $\Delta=32^{\circ}43'51''$ $R=27.00'$ $L=15.42'$
- 19 $\Delta=46^{\circ}11'04''$ $R=18.00'$ $L=14.51'$
- 20 $\Delta=66^{\circ}43'23''$ $L=133.81'$
- 21 $\Delta=04^{\circ}20'55''$ $R=591.00'$ $L=44.86'$
- 22 $\Delta=24^{\circ}06'05''$ $L=46.00'$
- 23 $\Delta=24^{\circ}06'05''$ $L=92.00'$
- 24 $\Delta=15^{\circ}43'50''$ $R=95.00'$ $L=26.08'$
- 25 $\Delta=24^{\circ}06'05''$ $L=50.63'$
- 26 $\Delta=65^{\circ}53'55''$ $L=80.62'$
- 27 $\Delta=24^{\circ}06'05''$ $L=13.49'$
- 28 $\Delta=24^{\circ}06'05''$ $L=78.22'$
- 29 $\Delta=24^{\circ}06'05''$ $L=0.29'$



NOTES

- SEE SHEET 5 FOR BASIS OF BEARINGS, REFERENCES, AND MONUMENT NOTES
- SEE SHEET 4 FOR EASEMENT NOTES
- SEE SHEET 5 FOR SHEET INDEX MAP
- SEE SHEET 7 FOR EXISTING EASEMENTS BURDENING THE LAND
- LOTS B, C, Q AND R ARE FOR LANDSCAPING/OPEN SPACE

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IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLLARS

DAVID W. MACKEY, P.L.S. 8912

SHEET 14 OF 17 SHEETS

L.3.b

COURSE DATA

- 1 N00°38'05"E 27.63'
- 2 N00°38'05"E 51.39'
- 3 Δ=23°28'11" R=150.00' L=61.44'
- 4 N16°36'07"E 16.11'
- 5 Δ=14°55'22" R=229.00' L=59.64'
- 6 Δ=05°35'57" R=229.00' L=22.38'
- 7 Δ=09°19'24" R=229.00' L=37.26'
- 8 N14°25'18"W 16.97'
- 9 N14°25'18"W 16.96'
- 10 N75°34'42"E 19.50'
- 11 N14°25'18"W 16.94'

SCALE: 1"=40'

LOT 10

LOT 11

LOT B

LOT 15

SCALE: 1"=10'

SEE SHEET 8

EASEMENT DETAIL
EASEMENTS (1) AND (8)

EASEMENT DETAIL
EASEMENTS (5), (6), (10), (B), (C) & (E)

NOTES

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IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA

HUITT-ZOLLARS

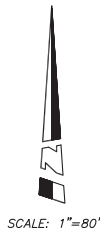
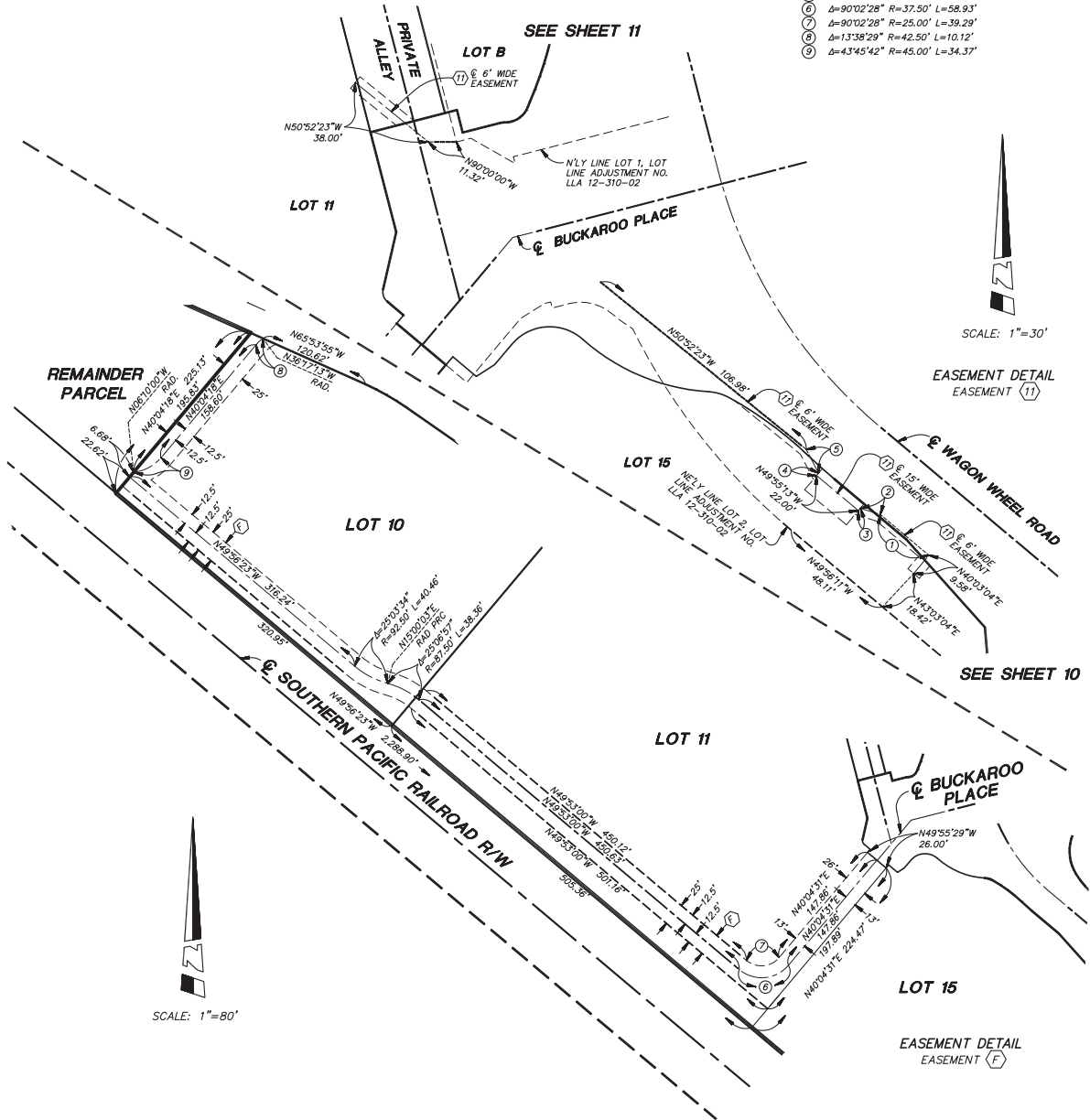
DAVID W. MACKEY, P.L.S. 8912

SHEET 15 OF 17 SHEETS

L.3.b

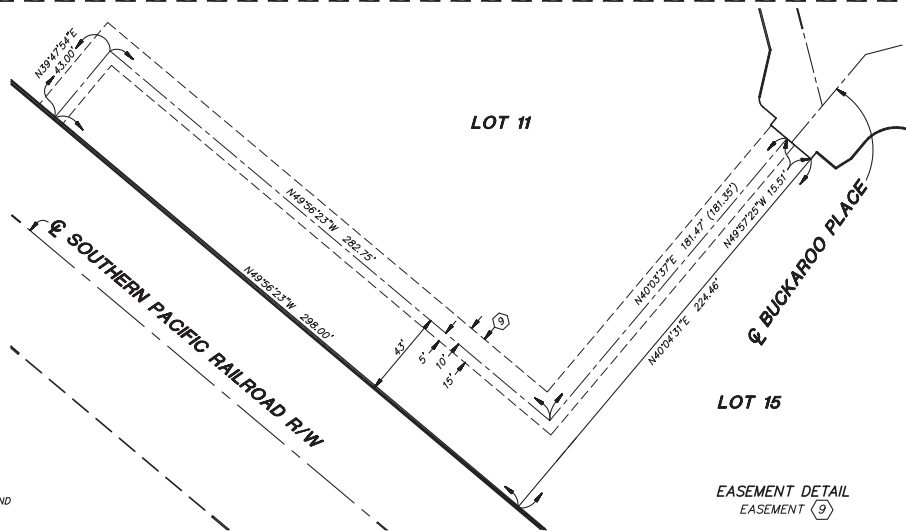
COURSE DATA

- ① N49°56'56"W 25.60'
- ② N72°26'11"W 8.48'
- ③ N40°04'47"E 1.25'
- ④ N40°04'47"E 1.24'
- ⑤ N27°26'11"W 10.78'
- ⑥ Δ=90°02'28" R=37.50' L=58.93'
- ⑦ Δ=90°02'28" R=25.00' L=39.29'
- ⑧ Δ=13°38'29" R=42.50' L=10.12'
- ⑨ Δ=43°45'42" R=45.00' L=34.37'



NOTES

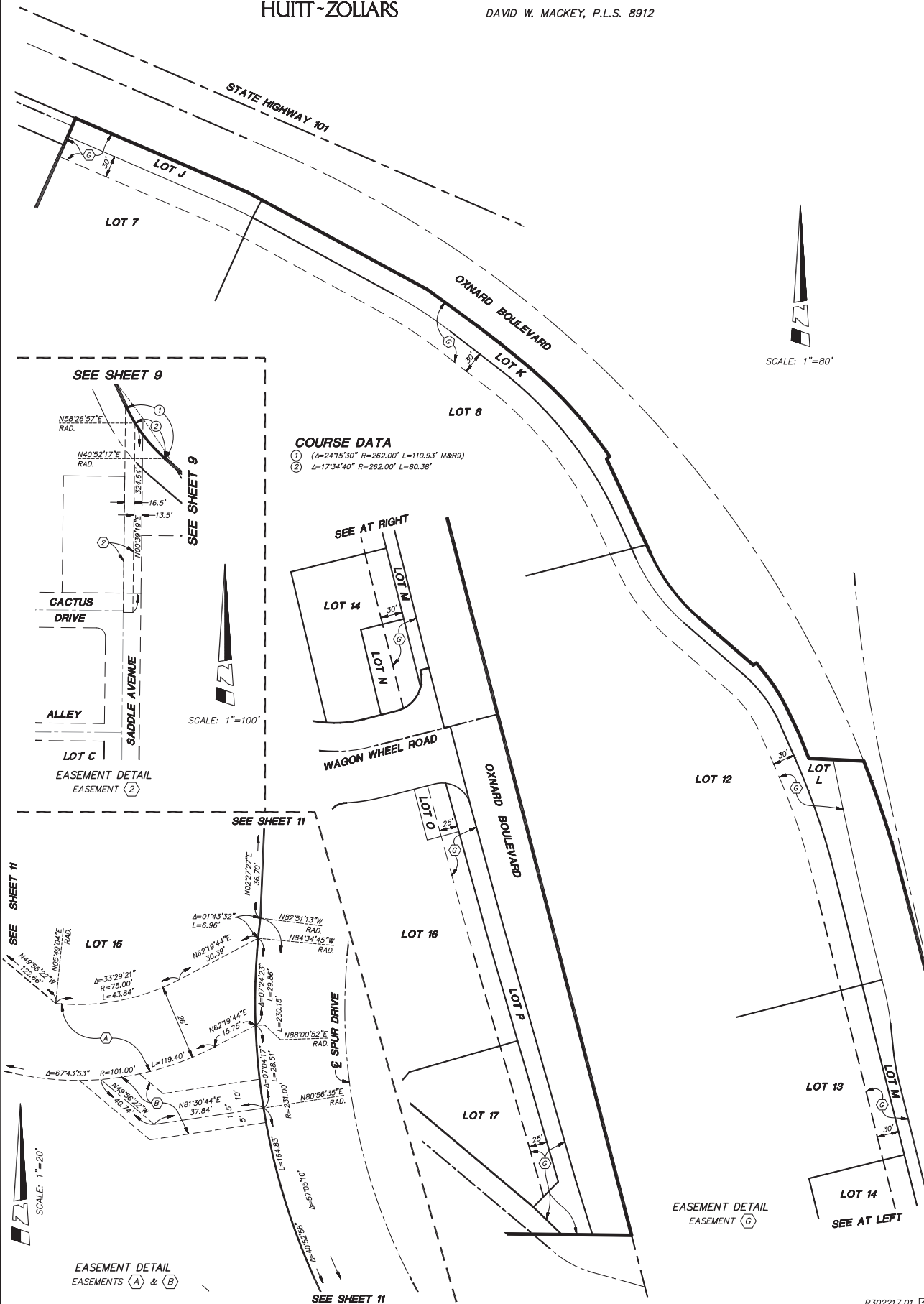
- SEE SHEET 5 FOR BASIS OF BEARINGS, REFERENCES, AND MONUMENT NOTES
- SEE SHEET 4 FOR EASEMENT NOTES
- SEE SHEET 5 FOR SHEET INDEX MAP
- SEE SHEET 7 FOR EXISTING EASEMENTS BURDENING THE LAND
- LOTS B, C, Q AND R ARE FOR LANDSCAPING/OPEN SPACE



DATE OF SURVEY:
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DAVID W. MACKEY. P.L.S. 8912



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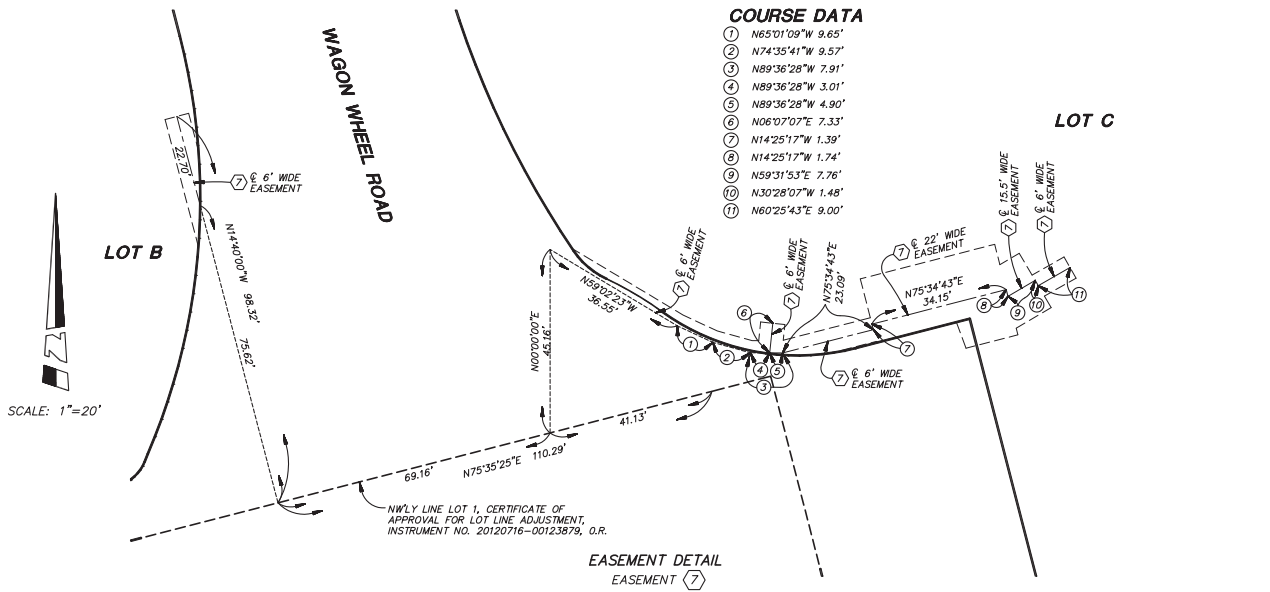
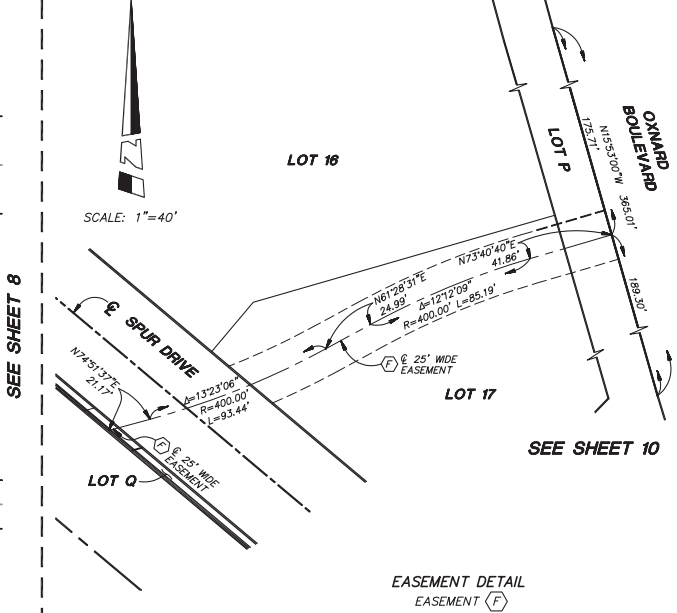
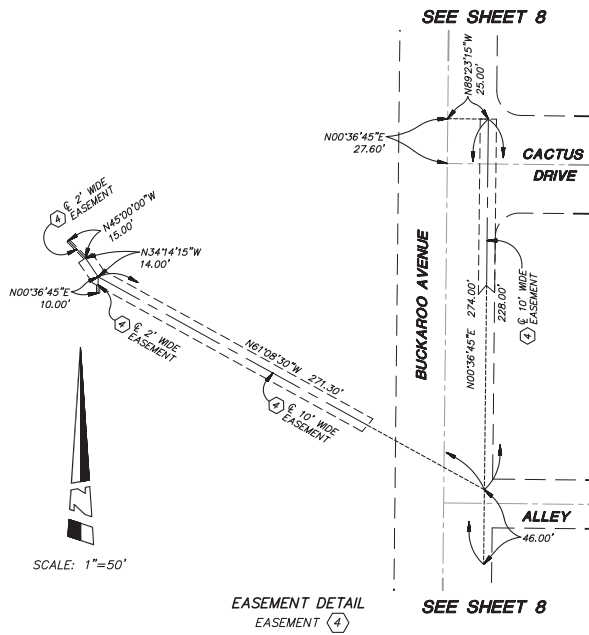
SHEET 17 OF 17 SHEETS

L.3.b

HUITT-ZOLIARS

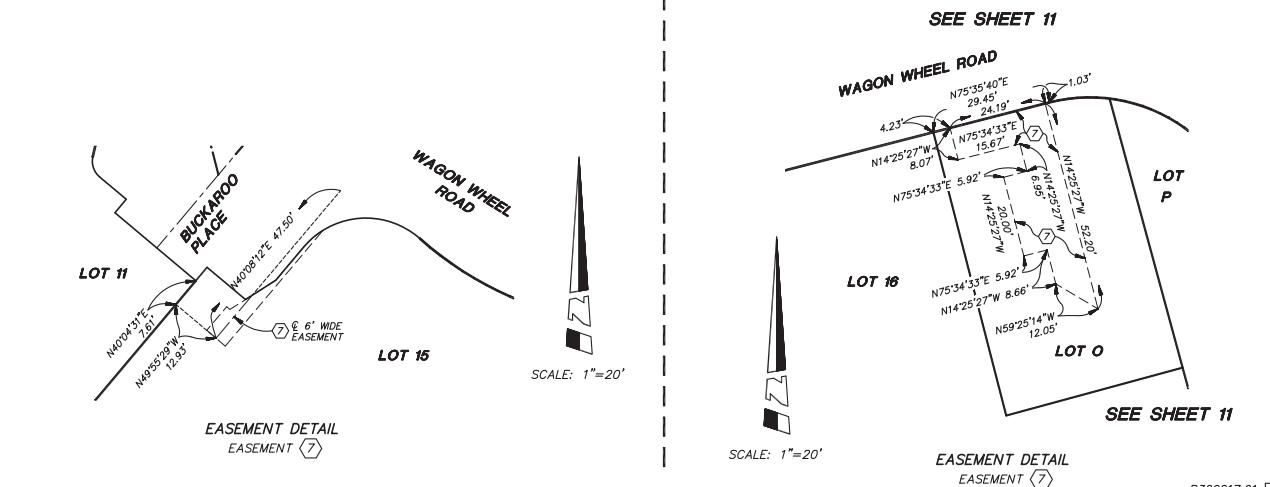
DAVID W. MACKEY, P.L.S. 8912

SEE SHEET 10



COURSE DATA

- ① N65°01'09"W 9.65'
- ② N74°35'41"W 9.57'
- ③ N89°36'28"W 7.91'
- ④ N89°36'28"W 3.01'
- ⑤ N89°36'28"W 4.90'
- ⑥ N06°07'07"E 7.33'
- ⑦ N14°25'17"W 1.39'
- ⑧ N14°25'17"W 1.74'
- ⑨ N59°31'53"E 7.76'
- ⑩ N30°28'07"W 1.48'
- ⑪ N60°25'43"E 9.00'



RESOLUTION NO. 14,857

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 11-300-07 (TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5745) TO SUBDIVIDE A 62 ACRE PARCEL LOCATED NEAR THE NORTHWESTERN EDGE OF THE CITY OF OXNARD, AND BOUNDED BY HIGHWAY 101 TO THE NORTH, OXNARD BOULEVARD TO THE EAST, THE UNION PACIFIC RAILROAD AND EL RIO DRAIN TO THE SOUTH, AND NORTH VENTURA ROAD TO THE WEST. (APN'S 139-0-022-015; 139-0-022-030; 139-0-022-040; 139-0-022-060; 139-0-022-140; 139-0-022-165; 139-0-022-175; 139-0-022-185; 139-0-022-190; 139-0-022-200; 139-0-022-215; 139-0-022-225; 139-0-022-235; 139-0-022-245; 139-0-022-255; 139-0-022-265; 139-0-022-275; 139-0-170-015; 139-0-170-025; 139-0-170-030; 139-0-170-045; 139-0-170-055; 139-0-170-095; 139-0-161-025; 139-0-161-035; 139-0-162-040; 139-0-162-075; 139-0-162-085; 139-0-150-110; AND 139-0-150-135). FILED BY OAKWOOD COMMUNITIES, INC., 64 MAXWELL, IRVINE, CALIFORNIA, 92618.

WHEREAS, on April 2, 2015, the Planning Commission recommended approval of an application for Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745) and certification of Supplemental Environmental Impact Report (SEIR) No. 2014-01 for Tentative Subdivision Map Tract No. 5745 (the "**Project**"), filed jointly by the Oakwood Communities, Inc. (collectively referred to "**Applicant**" or "**Developer**" in the record of proceedings); and

WHEREAS, the Applicant requested an update to Planning Commission Resolution 2015-17 (TSM) to revise certain conditions of approval that relate to a Master Homeowner Association, FEMA flood protection, intersection improvements and fees; and

WHEREAS, Staff has reviewed the requested revisions, made appropriate changes, and recommends City Council approval of the revisions. The revised conditions of approval are attached hereto and incorporated herein by this reference; and

WHEREAS, on July 28, 2015, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745), 13-670-01 (First Amendment to Development Agreement No. A-7122) and considered certification of Final Supplemental Environmental Impact Report ("**Final SEIR**") 2014-01 pursuant to the California Environmental Quality Act ("**CEQA**"); and

WHEREAS, on July 28, 2015, the City Council certified Final SEIR 2014-04 pursuant to CEQA for approval of the Project and found that the Final SEIR was completed in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the decision to certify the Final SEIR is based is located in the Planning Division,

Resolution No. 14,857
 PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)
 Page 2

and the custodian of the record is the Planning Manager; and

WHEREAS, Planning and Zoning Permit No. 11-300-07 (Tentative Subdivision Map for Tract No. 5745) was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

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

SECTION 1. Based on the entire record before the City Council and all written and oral evidence presented, including the City Council Staff Report and all attachments thereto, the City Council finds:

- (1) **That the proposed map is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

Tentative Tract Map 5745 is proposed to subdivide the approximately 62-acre Oxnard Village Specific Plan area in conformance with the adopted Specific Plan by creating 17 numbered lots for development with uses as allowed by the Specific Plan and 19 lettered lots for public improvements and open space and is in substantial conformance with The Village Specific Plan as adopted in 2008, which sets forth the following:

- a. Location and extent of land uses within the Specific Plan Area:

The map boundary for Tentative Tract Map 5745 is coterminous with the boundary of the adopted Specific Plan. The lots are configured to be consistent with Scenario A of the adopted Specific Plan.

- b. Location, extent, and general intensity of major components of public and private transportation, sewage, drainage, water, solid waste disposal, energy, and other essential facilities planned to support the land uses described in the Specific Plan:

Tentative Tract Map 5745 includes street, water, sewer and drainage improvements designed in substantial conformance with the adopted Specific Plan and planned to have sufficient capacity to support the type and intensity of land uses permitted by the adopted Specific Plan.

- c. Criteria by which development would proceed, including Development Standards, Design Guidelines, and a phasing program:

The design of Tentative Tract Map 5745 conforms to Development Standards in the Specific Plan and the Design Guidelines applicable to the subdivision of land.

- d. Program of implementation measures, including regulations, programs, public works projects, and financing measures:

Tentative Tract Map 5745 is proposed to subdivide the site in conformance with the adopted Specific Plan, including the implementation measures. No changes to the implementation measures in the adopted Specific Plan are proposed or required.

- (2) **That the design or improvement of the proposed subdivision is consistent with the City of Oxnard 2030 General Plan and any applicable specific plan.**

The configuration of the proposed lots and street improvements are in substantial conformance with the intent of The Village Specific Plan in terms of development sites, collector circulation and park space. Future development of the individual lots will occur in accordance with the development guidelines and subject to the administrative approval process as outlined in the Village Specific Plan.

- (3) **That the site is physically suitable for the type of development.**

The physical suitability of The Village Specific Plan site for the type of development allowed by the adopted Specific Plan was evaluated in Environmental Impact Report 06-03, which was certified by the Oxnard Planning Commission in September 2008.

In January of 2009, the City Council of the City of Oxnard adopted an ordinance amending the City Zoning Map (PZ 06-570-05) designation to The Village Specific Plan, determining that the site is suitable for the uses proposed under The Village Specific Plan.

The April 2015 Final Supplemental EIR for Tentative Tract Map 5745 evaluated the proposed map, including the grading plan, drainage, flood protection and street improvements, and determined that, with the incorporation of the mitigation measures identified in certified EIR 06-03 and the Final Supplemental EIR, the site is physically suitable for the type of development permitted by the adopted Specific Plan.

- (4) **That the site is physically suitable for the proposed density of development.**

In January of 2009, the City Council of the City of Oxnard adopted an ordinance approving Planning and Zoning Permit 08-630-02 for the proposed development of The Village Specific Plan. Within the Specific Plan Land Use Chapter 2, density ranges are indicated per Planning Area within the Specific Plan boundary. The effects of the intensity of development permitted by the adopted Specific Plan

was evaluated in certified EIR 06-03 and the Final Supplemental EIR included updated analysis of the potential traffic impacts. Based on the analysis in certified EIR 06-03 and the Final Supplemental EIR, the site is physically suitable for the density development permitted by the adopted Specific Plan.

- (5) **That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.**

In September 2008, the Oxnard Planning Commission certified Environmental Impact Report 06-03 which analyzed potential impacts to fish, wildlife and their habitat. This FEIR included information from three site surveys for biological resources conducted between 1993 and 1995 and an additional survey conducted in 1999. All of these surveys determined that the site, which is developed with urban uses, contains ornamental vegetation and does not contain native vegetation or habitat and, for this reason, development of the site with the uses allowed by the adopted Specific Plan would not result in any substantial environmental damage nor be likely to substantially and avoidably injure fish or wildlife or their habitat. In addition, EIR 06-03 determined The Village project would not result in any indirect impacts on biological resources in the Santa Clara River, which is located west of the site and Ventura Road, that would cause substantial environmental damage nor likely to substantially and avoidably injure fish or wildlife or their habitat.

- (6) **That the design of the subdivision or type of improvements is not likely to cause serious public health problems.**

The proposed Tentative Map subdivides the project site into development, open space and lots for public improvements such as streets. Potential public health problems were evaluated in certified EIR 06-03 and the air quality analysis was updated in the Final Supplemental EIR. This analysis determined the design of the subdivision and the improvements would not cause any serious public health problems.

- (7) **That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.**

The location and disposition of all existing and future easements are identified on the Tentative Map document, sheets 6 and 7. No conflicts with public easements will result from the adoption of Tentative Tract Map 5745 as proposed.

SECTION 2. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit 11-300-07 (Tentative Subdivision Map for Tract No. 5745), subject to conditions of approval contained herein.

SECTION 3. The City Clerk shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated April 14, 2014, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions. (PL, *G-2*)
3. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, *G-4*)
4. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and

waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)

5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
7. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
8. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

LANDSCAPE STANDARD CONDITIONS

9. Before the City accepts any medians and parkways from Developer, the on site landscaping must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)
10. After Developer installs irrigation and landscape improvements on the project property or on Caltrans freeway right-of-way, but before the City's final acceptance thereof, Developer shall provide the Planning Division or designee with one set of mylar (minimum 3 mil) original drawings, which shall accurately reflect all "as-built" conditions. (PK, PK-16)
11. Developer shall provide landscape and irrigation improvements within Caltrans freeway right of way and shall maintain such improvements permanently or until such time as Caltrans assumes full maintenance responsibilities. The design of the landscape improvements shall be approved by both Caltrans and the General Services Director. (PK, PK-17)
12. For all landscape areas, Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
13. At time of submittal to the Building and Engineering Division for plan check for any development within the project property, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)

14. Developer shall include a note on all Landscape Plans submitted to the Building and Engineering Division for a building permit that "All landscaping and irrigation comply with Ordinance No. 2822", which adopted the City of Oxnard Landscape Water Conservation Standards. (PK, PK-24)

LANDSCAPE SPECIAL CONDITIONS

15. Prior to City approval of engineering improvement plans, and prior to the removal of the first tree on site (excluding PZ 12-300-03), Developer shall submit to the Project Planner an exhibit entitled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site which will be removed or have been removed, and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list the financial value of the trees to be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) will be financially augmented on the site by provided upgraded landscaping/trees above the City's tree standard of 24" box (trees). The exhibit shall distribute the appraised value of the removed trees to public medians, parkways, entryways, public parks, and the roundabout. (PK)
16. Developer may submit phased median and parkway landscape and irrigation plans. Prior to submittal of phased improvement plans and/or phased final maps, Developer shall provide a landscape and irrigation phasing plan for review and approval by the Development Services Director and General Services Director. For each phase, as determined appropriate by the City, Developer shall submit four sets of median and parkway landscape and irrigation plans with submittal of the public improvement plans. The City shall approve these median and parkway landscape and irrigation plans concurrently with approval of the public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. Each phase of landscape and irrigation improvements and adjacent public improvements must be constructed and operational to the satisfaction of the City prior to final inspections and/or issuance of a certificate of occupancy for each specific phase. (DS/ PK) (Changed since PC Approval)
17. Developer agrees that the project has aesthetic impacts arising from redevelopment of the project site, which the landscaping, park, and other public improvements for the project are intended to mitigate. Developer further agrees that the public improvements must be maintained in order to continue to mitigate such impacts. Construction of this project will necessitate the formation of a Community Facilities Maintenance District and or Master Homeowner Association (Master HOA), excluding lot 11 whereby the expenses of maintenance and operation of the public improvements will be assessed upon the real property within the project. (Changed since PC Approval)

18. Developer shall enter into an agreement with the City, in a form to be approved by the City Attorney, establishing this condition as a covenant running with the land, which will be recorded. Developer shall insert such covenant, in a form approved by the City Attorney, in each deed of real property in the project granted by Developer. Developer shall sell or grant no property in the project until after maintenance assessment district and or Master HOA has been formed and the property has been annexed into the maintenance assessment district and or Master HOA. Sale of phases of the project to merchant builders may be approved with the submittal of documentation acceptable to the General Service and Development Services Directors guaranteeing formation of the CFD and or Master HOA. Other arrangements guaranteeing construction and perpetual maintenance of the listed improvements at the expense of the property owners within the project may be approved as determined appropriate by the General Services and Development Services Directors. (Changed since PC Approval)
19. In the event that an assessment district no longer exists or Developer desires to establish a Master HOA, Developer agrees to establish a Master HOA for the project as directed by the City, and to fund such maintenance of items listed in condition of approval number 21 of the subject resolution. Additional items may be funded at the mutual agreement between the City and the Developer. Before or during escrow for the sale of property within the project, Developer shall provide each buyer with a document disclosing, in large type, that the project property is subject to annual assessments for certain public improvements, and stating the probable range of dollar amounts of such assessments for the next fiscal year. To confirm that the buyer has read the document, Developer shall require the buyer to sign the document. Developer shall retain all such documents for at least three years and shall allow the City to inspect and copy all such documents upon reasonable request. (PK/PL) (Changed Since PC Approval)
20. Prior to approval of the Final Map, Developer shall provide to the General Services Director a copy of the document entitled "Agreement" containing Developer's agreement to vote in favor of a CFD for the project, bearing the Ventura County Recorder's stamp, confirming that the document has been recorded in the Ventura County Recorder's Office. (PK, PK-21)
21. Prior to approval of the Final Map, Developer shall provide the Development Services Manager with a complete, detailed CFD master plan for all phases of the project and shall deposit \$13,700 to pay for staff time, attorney time and the engineer's report necessary to prepare all documents and hold hearings to form the CFD and impose a rate and method of apportionment to levy a special tax on property within the project to pay the costs of maintaining certain public improvements in the district. The CFD shall be structured so that the Developer and subsequent property owners pay the full costs of the operation and maintenance of any items eligible and accepted by the City. These may include: public parks; public landscaping; the Multi Use Path (MUP), including exercise equipment in the MUP area; the MUP bridge over Oxnard Blvd.; street lights; retaining walls, including the retaining wall on Oxnard Blvd. and Ventura Rd.; street trees; medians and sidewalks in and adjacent to the project; floodwalls, flood improvements, and flood protection facilities;

stormwater quality best management practices devices (such as storm water filters and grassy swales, etc.); and Caltrans landscape area(s). A Joint Community Facilities District with Caltrans may be needed as part of the CFD. (PK/PL)

The Community Facilities District Master Plan shall be drawn at an approved scale, clearly designating areas of maintenance responsibility assumed by: (a) a CFD; (b) a homeowners association; (c) a Master HOA and/or (d) the City. After General Services Director approves such plan, Developer shall provide to the General Services Director a mylar (minimum 3 mil) original drawing of the maintenance district master plan. (PK/PL) (Changed since PC Approval)

22. The City shall agree to the Developer's formation of a CFD and/or Master Homeowner Association on specific lots as follows: Lots A, B, C. If an Master HOA is formed, the City agrees to grant a maintenance easement to the Master HOA for the subject lots. The park acreage of these lots shall be permitted to meet a portion of the required Quimby park acreage. The MUP within any park area shall not be counted as both required park acreage and also receive Quimby fee credit. The park acreage in Lots A, B and C will be counted toward the Quimby requirement. (PK/PL) (Changed since PC Approval)
23. The lots associated with the MUP shall be within the CFD and/or Master Homeowner Association (HOA). If a Master HOA is formed, the City agrees to grant a maintenance easement to the Master HOA. Ownership of the MUP lots shall be by a Master HOA, and an easement shall be granted to the City, or as otherwise approved by the General Services Director for acceptance of said lots for City ownership. Based upon the design, location and amenities of the MUP lots, Quimby credit for the area shown on the approved TSM may be given as determined by the General Services Director. Credit shall not be given for any area shown on the TSM cross section or on the TSM not determined necessary for the MUP nor for any additional design amenities required for uses other than the MUP. (PK/PL) (Changed since PC Approval)
24. A parcel intended for the Transit Center will be maintained through the CFD or Master HOA and owned by the City. This area shall not be permitted to meet a portion of the required Quimby park acreage. (PK/PL) (Changed since PC Approval)
25. Lot E and Lot F, at the City's direction, may become a part of Lot 3 and Lot 2 respectively. Lot Q shall be owned by the Master HOA, or may become part of Lot 16 at the City's direction, and an easement may be given to the City for the landscaping. Lot R shall be merged with Lot 11 (PK/PL) (Changed since PC Approval)
26. Developer shall dedicate to the City an easement along Ventura Road which encompasses the proposed Santa Clara River flood protection improvements as directed by the Development Services Director. Developer shall also dedicate to the City an easement along the non-river side of the floodwall of a sufficient width to provide for periodic inspection and ongoing maintenance of the flood protection improvements as determined

necessary by the Development Services Director. Developer shall retain for the future Homeowners Association the responsibility for perpetual maintenance of landscaping, irrigation, soundwalls and other non-flood protection improvements within the easement areas. Lot T shall be reconfigured, and an additional Lot created within Lot 1 to conform to necessary flood protection improvements. (PK/PL) (Changed since PC Approval)

27. Lot N and O and the entry element along Ventura Rd. will be owned by the Master HOA and maintained by a CFD and or Master HOA. The public use easement shall be granted for the MUP through Lots N and O. This acreage shall be permitted to count towards the Developer's total required public open space requirement; however, with the exception of MUP hardscape, these areas shall not count towards the Developers required Quimby obligation. (PK/PL) (Changed since PC Approval)
28. A Master HOA shall be formed, and remain in effect in perpetuity, to maintain, at a minimum, the soundwalls within the Project. The Master HOA shall maintain any other improvements not eligible for inclusion in the CFD. (Changed since PC Approval)
29. All paving within public park areas and the MUP, and improvements to be maintained by a CFD or Master HOA, must be constructed with a concrete base material (PK/PL). (Changed since PC Approval)
30. All fencing to be installed within public areas, as determined by the Development Services Director, shall meet City approved requirements and specifications and shall be approved by the Planning Manager and General Services Director prior to installation (PK). (Changed since PC Approval)
31. Concurrent with submittal of site/lot construction drawings for Lots 8-16, Developer shall provide landscaping and irrigation, signage, and hardscape improvement plans for Lots B, C, N and O. These plans shall be approved by the Development Services and General Services Directors and shall be under construction by the Developer and accepted by the City prior final inspection for the 200th dwelling unit. The Development Services Director and or General Services Director may modify the timing of this requirement of this condition (200th dwelling unit) based upon construction conflicts with Lot 12. (PL/PK) (Changed Since PC Approval).
32. When improvement drawings are submitted for the extension of Wagon Wheel Road to Ventura Road, Developer shall provide landscaping and irrigation, entry features, and hardscape improvement plans for entry landscape features off of Ventura Road and into the project area which will be constructed by the Developer on Lots 1 and 2. These plans shall be approved by the Development Services Director and General Services Director and shall be constructed by the Developer and accepted by the City prior to final inspection for unit on Lots 1 – 7. (PK/PL) (Changed Since PC Approval)
33. The overall design and placement of amenities along and within the MUP shall be to the satisfaction and approval of the General Services Director and the Development Services

Director. In order for the MUP to be counted as park acreage and for the Developer to receive Quimby credit, amenities shall include at a minimum exercise equipment and stations, picnic tables and benches, lighting, gateway and directions signage, and water stations, or other amenities are approved by the General Services Director. All such amenities shall be installed out of the 16 foot clear path of travel for the MUP (PK/PL).

FIRE DEPARTMENT STANDARD CONDITIONS

34. Before the City issues building permits for any development within the project area, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
35. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
36. At all times during any phase of construction, Developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
37. On the public improvement plans, Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
38. For all development within the subdivision area, the turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

FIRE DEPARTMENT SPECIAL CONDITIONS

39. For any development within the project area, Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide or as approved by the Fire Marshall. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD)
40. For each lot, Developers are on notice that they shall be required to obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy/final inspection. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS) (Changed Since PC Approval)

Resolution No. 14,857
 PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)
 Page 12

41. Developers of subsequent lots are put on notice that all structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD)
42. Developer shall design and construct access to the MUP to accommodate emergency vehicle access. Access to the MUP shall be at locations approved by the Fire Department. (FD)
43. For every Development Design Review (DDR) project within the project area, the developer shall provide a Fire Master Plan to the Fire Department for review and approval. Each Fire master Plan shall integrate with the other/previously approved Fire Master Plan (FD).
44. For every development project within the project area, there shall be two access points to all developed project locations at all times, in locations approved by the Fire Marshal. (FD)

PLANNING DIVISION STANDARD CONDITIONS

45. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
46. Prior to recordation of the Final Map, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

PLANNING DIVISION SPECIAL CONDITIONS

47. Developer shall pay Quimby Fees or any future DA Amendment fee (fees for park acquisition and improvement) before issuance of building permits per lot development or as provided for within Section 8.0 of the Development Agreement (Ord. 2803). The amount of the fee shall be calculated and verified by the Planning Division at the time of payment. (PK/PL)
48. In accordance with City Council Resolution No. 14,124, Developer shall participate in the City's Public Art Program by installing art in accordance with the Public Art Element of the subject specific or master plan. (PL)
49. The approved tentative map shall expire thirty-six (36) months after approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code or as otherwise approved as part of the Development Agreement (Ord. No. 2803) (PL)

Resolution No. 14,857
 PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)
 Page 13

50. The mitigation measures identified in FEIR 06-03 (The Village Specific Plan EIR) and SEIR 14-01 (Supplement – for The Village Specific Plan) shall be applicable to all development within the specific plan area. (PL)
51. Prior to issuance of a building permit for any development on Lots 8 – 16, Developer shall provide to the City for review and approval a transit center site plan design which specifies: a) the amenities to be provided within the transit center; b) the landscaping and irrigation to be installed; and c) how the center will comply with the cultural and other relevant mitigations as specified in the FEIR and SEIR. (PL)
52. Prior to issuance of the 600th unit final inspection and city acceptance of the public improvements on the parcel intended for the Transit Center, the Transit Center and shall be fully constructed by the Developer and dedicated to the City of Oxnard. (PL)
53. Developer shall develop the site with street names as approved by the Street Naming Committee. (PL)
54. The permit is granted subject to the City's approval of a tentative map and final map and recordation of the final map. The City shall issue building permits only after such recordation, unless otherwise approved by both the Planning Division Manager and the Development Services Director. Before occupying any structures or initiating any use approved by this permit, Developer shall comply with all conditions of the tentative and final map. (PL/DS)
55. The 2008 MMRP for FEIR (2006-03) and the 2015 MMRP for Final SEIR (2014-01) are incorporated herein and made conditions of approval associated with Tentative Tract Map No. 11-300-07.

COMMUNITY DEVELOPMENT SPECIAL CONDITION

56. In lieu of a City of Oxnard's Gateway Freeway Pylon Sign, the Developer proposed entry feature may be considered as fulfilling the monument sign requirements set forth in The Village Specific Plan. This determination and final City review and approval of the entry feature will be made by the Development Services Director. (PL)

DEVELOPMENT SERVICES CONDITIONS

57. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
58. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)

59. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
60. Reserved. (Changed since PC Approval)
61. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
62. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
63. Developer shall place existing overhead utility lines on and adjacent to the project underground in accordance with City Code in effect at the time City issues a grading/site improvement permit. Before issuance of a site improvement permit, Developer shall post security satisfactory to the Finance Director guaranteeing utility relocation. (DS-13)
64. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
65. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
66. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
67. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)

Resolution No. 14,857

PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)

Page 15

68. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
69. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
70. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
71. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
72. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
73. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
74. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience

and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)

75. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
76. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
77. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
78. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)
79. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way.. (DS-31)
80. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
81. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
82. Developer shall comply with Ventura County Watershed Protection District ("District") standards for all facilities affected by the project that are owned by or dedicated to the District, and shall obtain the approval of the District on all improvement plans for such

facilities. Before issuance of grading or site improvement permits, Developer shall obtain any necessary encroachment permits from the District. (DS-37)

83. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
84. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
85. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
86. Developer shall install adequately sized water services and meters to each lot or unit in accordance with City standards in effect at the time of building permit issuance. There shall be no interconnections between structures. (DS-42)
87. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
88. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy/final inspection, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47) (Changed Since PC Approval)
89. Developer shall construct all street and road improvements in conformance with the City Code, the City's 2030 General Plan, and any applicable specific plan. (DS-48)
90. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)
91. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
92. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)

93. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
94. Developer shall protect the stub ends of all streets planned for future continuation with warning barricades, redwood headers, berms, signs and/or reflectors as directed by the City Engineer. (DS-55)
95. Prior to release of the final map or parcel map for recordation, Developer shall provide the City Engineer with a 100-scale base map for addressing purposes. The map shall be drawn on 18-inch by 24-inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary and lot numbers. The City will assign all addresses. (DS-56)
96. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)
97. Developer shall dedicate to City and improve streets abutting a park site to their full width in accordance with City standards. (DS-58)
98. Developer shall submit a street lighting plan as a part of the civil improvement plans. Developer shall install streetlights in accordance with the plan. (DS-60)
99. As a part of the site improvement plans, Developer shall submit a master utility plan that shows the relative location of all public and private utilities (including gas, electric, street lights, telephone and cable television lines) in accordance with City standard plans. (DS-61)
100. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
101. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
102. Developer, property owner or tenant shall participate in a Traffic Management Association (TMA) if one is formed and shall implement and participate in all programs and strategies established by the TMA. This condition shall be included in all leases and rental agreements for the project property. (TR-72)
103. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)

104. Prior to issuance of an encroachment permit, Developer's shall obtain City's approval of a contractor qualified to install traffic signals, pavement markings and signs. (TR-76)
105. In non-residential developments where fifty or more persons are employed, Developer shall include a transportation information center stocked with bus schedules, rideshare information, and related information on alternative methods of transportation. Developer or owner shall update such information at least once a month. (TR-77)
106. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

SPECIAL CONDITIONS:

Storm Water Quality Conditions:

107. Improvements within public right-of-way that are in substantial conformance with the Village Specific Plan are eligible to provide stormwater quality in accordance with the requirements of the July 2000 Municipal Separate Storm Sewer System ("2000 MS4") and associated 2002 Technical Guidance Manual for Stormwater Quality Control Measures ("2002 TGM") based on the exception criteria included in the 2010 MS4 permit and associated 2011 TGM. Such public improvements shall be designed to intercept and effectively prevent pollutants from discharging to the public storm drain system or other offsite conveyance systems. The stormwater quality system design shall be approved by the City Engineer prior to the issuance of an infrastructure improvement permit. (DS)
108. Individual lot developments within this map shall minimize degradation of stormwater quality by complying with the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit for new development and redevelopment projects in effect at the time of Planning Department discretionary approval of lot development. (DS)
109. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations may include, but are not necessarily limited to, determination of site soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the applicable MS4 permit. Landscape architectural recommendations shall include, but not necessarily limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS)
110. Prior to City acceptance of public infrastructure improvements containing stormwater quality facilities within the public right-of-way, Developer shall provide proof that maintenance costs associated with these stormwater quality facilities are funded by the

property owners within the project via a Community Facilities District or similar perpetual funding mechanism. Development Services Director to approve amount of funding and funding mechanism. (DS)

111. Developer shall provide Stormwater Quality treatment for stormwater discharging from private property prior to acceptance into a public storm drain system or surface discharge into public right-of-way. (DS)
112. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices ("BMPs") implemented within this project. Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS)
113. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the applicable MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS)
114. Developer shall locate manufactured structural stormwater quality devices subject to periodic maintenance adjacent to a street or in other areas providing ease of access to facilitate maintenance. All access paths to devices shall be designed to accommodate heavy truck loadings as determined appropriate by the Development Services Manager. Type of device and installation location is subject to approval of the Development Services Manager. (DS)

Storm Drain Conditions:

115. Oxnard City Code Chapter 18 provides minimum standards for construction within an area of special flood hazard or areas known to be subject to flooding. Delineation of area(s) of special flood hazard is periodically revised by the Federal Emergency Management Agency ("FEMA") by issuance of revised Flood Insurance Rate Maps ("FIRM"). Developer acknowledges that FEMA is currently in the process of reviewing the FIRMs applicable to this project. (DS) (Changed since PC Approval)

Resolution No. 14,857

PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)

Page 21

116. Prior to the issuance of a grading/site improvement permit for Lots 1-10 within this development, Developer shall prepare a drainage report that includes drainage calculations demonstrating that upon completion of construction of flood protection improvements along the Santa Clara River, the proposed onsite grading and associated storm drain system provides protection from flooding during a 1% chance (100-year) storm event. The report is subject to approval by the Development Services Manager. (DS) (Changed since PC Approval)
117. Developer shall construct flood protection improvements along the Ventura Road frontage of the project to provide protection from flooding by the Santa Clara River. Developer's engineering calculations for design of these flood protection improvements shall be based upon the water surface elevations, peak storm water flows (currently 250,000 cfs which is equivalent to a 1% chance (100-year) storm event plus approximately 10%) and other associated assumptions used by the Ventura County Watershed Protection District to design the nearby Santa Clara River Levee System (SCR-3) improvements. Developer shall process a Conditional Letter of Map Revision ("CLOMR") with FEMA prior to issuance of a permit for construction of the flood protection improvements and shall process a Letter of Map Revision ("LOMR"), if needed upon completion of flood protection improvements. (DS) (Changed since PC Approval)
118. Developer shall maintain sufficient structural setbacks and construct access/maintenance routes to the Ventura Road frontage flood protection improvements to provide for perpetual maintenance. Developer shall dedicate an easement to the City over the flood access/maintenance routes in a width and location acceptable to the Development Services Manager. (DS)
119. Upon the Development Service Director's request, Developer shall enter into a fair share agreement with the City of Oxnard for funding of any improvements constructed by others (including, but not limited to, the City of Oxnard or the VCWPD) that provides flood protection for the project. (DS) . (Changed since PC Approval)
120. Developer shall complete construction of the above referenced flood control improvements prior to the earlier of 1) Final Inspection for the 544th residential unit within the tract boundary; or 2) Completion of Reach 4 flood improvements by the Ventura County Watershed Protection District ("District"). If Developer proposes construction of flood control improvement prior to adjacent downstream District improvements, Developer shall provide hydraulic calculations demonstrating that the improvements protecting the project from Santa Clara River flooding (floodwall and/or grading) will not cause an increased flooding risk to other properties due to a rise in the Santa Clara River Water Surface Elevation. The Development Services Director may provide additional time for construction of the flood control improvements if the Director determines that significant progress has been made and Developer has diligently pursued their construction. (DS) (Changed since PC Approval)

121. Developer shall be responsible for all costs incurred by the City to hire a consultant to review documents and provide inspection services associated with compliance to FEMA rules and regulations for construction within areas of special flood hazard including the construction of improvements (e.g. flood walls, levees, and/or slope protection) to protect property from inundation. Consultant involvement shall also include review of CLOMR, LOMR, or any other processing of documents for FEMA approval. Developer shall deposit funds deemed adequate by the Development Services Director to cover the anticipated costs of consultant services concurrent with submittal of construction plans for improvements implementing flood protection. The City shall charge all staff time interacting with the consultant and administering the consultant contract to the deposit. Developer shall provide supplemental funds when the account balance drops below \$15,000. Any funds left in the account upon completion of plan review and associated inspection shall be refunded to the developer. (DS)
122. Prior to the issuance a the first large scale grading permit, Developer shall submit a Drainage and Flood Control analysis demonstrating that the post-construction 10-year and 100-year rates of stormwater discharge for the site do not exceed the pre-development 10-year and 100-year rates in compliance with EIR mitigation measure HWQ-2. In addition to obtaining City approval of the analysis, Developer shall submit the report to the VCWPD for coordination in accordance with the requirements of mitigation measure HWQ-2. (DS)
123. Developer shall design and construct a Ventura Road storm drain pump system at the railroad undercrossing in accordance with the requirements of section 16.1 of the project Development Agreement (A-7122). The system shall be designed to mitigate flooding of Ventura Road during storm events up to a 25-year event. These improvements shall be constructed within the time frame specified in the Development Agreement. The Development Services Director may modify or eliminate this requirement if an alternative solution is designed that provides equal or greater protection. (DS)
124. Developer is considering realignment of an existing 54 inch diameter storm drain line through proposed lots 16 and 17. Developer shall provide calculations demonstrating that the realignment will not result in a detrimental reduction in the hydraulic capacity or a decrease in low flow velocities that would lead to an increase in the long term maintenance requirements of the storm drain line which may result from flattening the invert slope. If the storm drain is realigned, Developer shall evaluate the structural integrity of the drain from the connection at the El Rio Drain to the upstream limit of the realignment and repair or replace any deficiencies. The final design and extent of any realignment, including relocation of the connection to the El Rio Drain, is at the discretion of the Development Services Director. Developer shall provide evidence of an encroachment permit for all work within property under the jurisdiction of the Ventura County Watershed Protection District or UPRR. (DS)
125. Developer shall remove and/or relocate all sections of the existing storm drain system within Oxnard Boulevard along the project frontage that will be located within or under the proposed landscaped parkway. Implementation of this relocation shall occur prior to, or

concurrent with, the improvements to the Oxnard Boulevard/Wagon Wheel Road intersection. (DS)

126. Prior to development of lots 1 through 10, Developer shall provide an evaluation (capacity and integrity) of the existing downstream storm drain system discharging into the Santa Clara River proposed for continued use by this development. The evaluation shall include, but not necessarily be limited to, the storm drain box under Ventura Road along with the downstream corrugated metal pipe, pipe anchors, headwall and flapgate. Developer shall repair or replace, as determined appropriate by the Development Services Director, all concerns raised during the evaluation process. All CMP (or similar materials) shall be completely removed and replaced with alternative pipe material approved by the Development Services Director. Construction of improvements deemed necessary by the Development Services Director shall occur prior to, or concurrent with, improvements to Ventura Road along the project frontage. (DS)
127. Developer shall provide proof of issuance of any required County, State, or Federal permits for construction or encroachment into the Santa Clara River prior to City approval of improvement plans related to Santa Clara River encroachment. (DS)
128. Developer shall dedicate a storm drain easement to the City over the proposed public storm drain line along the southern tract boundary (adjacent to the railroad tracks). Easement width shall comply with City requirements based on pipeline depth but in no case less than 25 feet wide unless specifically approved by the Development Services Manager. Developer acknowledges that future development of the lots encumbered by this easement will be required to provide access from public right-of-way to the easement for storm drain inspection, maintenance, and reconstruction. Placement of any improvements (including landscaping) within the easement must be compatible with required access and are subject to approval by the Development Services Manager. (DS)
129. Developer shall design project storm drain system to include installation of a manhole or other approved structure at the point of transition from public to private ownership. Developer shall provide proof that maintenance costs associated with private facilities is included in the project CC&Rs as a Homeowner's Association responsibility as each lot develops. The Development Services Manager shall make the final determination regarding limits of City acceptance of storm drain easements for public storm drain maintenance. (DS)
130. Developer shall not construct detention or infiltration facilities within public right-of-way. If a detention or infiltration system is constructed as part of this subdivision, the system shall be located on private property and be privately maintained unless specific approval is obtained from a public agency accepting ownership and maintenance responsibility. Underground detention or infiltration systems shall be designed with a minimum 75-year life expectancy regardless of ownership. (DS)

Resolution No. 14,857
 PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)
 Page 24

131. Developer's engineer shall design interim and ultimate site grading to provide a secondary overflow path that will provide safe conveyance of stormwater if the underground drainage system becomes obstructed. (DS)
132. Reserved (Changed since PC Approval)
133. Developer shall provide evidence with each phase of improvements that proposed construction does not negatively affect offsite drainage from the adjacent railroad or CalTrans properties. Developer shall intercept, convey, and provide stormwater treatment (if required by the current MS4 permit) for any offsite drainage that is currently directed towards this project. Stormwater treatment shall occur prior to discharge into a public stormwater system. (DS)

Wastewater Conditions:

134. Developer shall design and construct all private sewer system improvements within private lots, private streets or private alleys in accordance with public standards. If the private sewer system serves multiple lots, Developer shall create and convey appropriate utility easements. Developer shall also provide evidence that maintenance costs for these shared facilities is provided for in a recorded agreement, CC&Rs, or similar document in a manner acceptable to the Development Services Director. (DS)
135. If not already constructed by others, Developer shall complete construction of the wastewater line in Ventura Road (including installation of a new wastewater lift station) between the project and the existing Vineyard Avenue lift station prior to connection of any wastewater generation facilities to the Ventura Road wastewater main. Improvements shall be designed and constructed to their master planned capacity and located as directed by the Development Services Manager. The lift station may be designed in a phased manner (e.g. space allocated for future pumps) if determined appropriate by the Development Services Manager. (DS)
136. Design of the sewer lift station shall meet City design standards and policies including provision of an odor scrubber (or similar improvement) to mitigate potential odor issues as deemed appropriate by the City's Wastewater Superintendent. (DS)
137. Upon request by the City, Developer shall provide evidence that the project is in compliance with the reimbursement requirements of Section 4 of the Development Agreement (A-7122) by and between City and Developer. (DS)

Water Conditions:

138. Developer shall design and construct a water sampling station in a future phase of the project at a location approved by the City Water Superintendent. (DS)

Resolution No. 14,857

PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)

Page 25

139. Developer shall dedicate a waterline easement to the City over all portions of the domestic water distribution system (up to and including water meters) not within public right-of-way. Water easements shall be a minimum of 15 feet wide. Wider easements may be required where the water line is deeper than 8 feet or access is determined by the City to require a wider easement. (DS)
140. Developer's engineer shall provide detailed water system calculations (based on recent in-place fire hydrant flow tests) and plans for the project. The design of all proposed water improvements shall result in a well-interconnected water system. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of a final map. (DS)
141. Developer shall reduce the length of the proposed 20 inch waterline in Wagon Wheel Road such that it ends approximately 10 feet beyond the proposed enhanced pavement required by the Specific Plan on the westerly leg of the Wagon Wheel/Oxnard Boulevard intersection. The end of the 20 inch waterline shall transition to join the existing 12 inch waterline. These improvements shall be constructed prior to, or concurrent with, construction of the Wagon Wheel/Oxnard Boulevard intersection improvements. (DS)
142. Developer shall install fire hydrants at locations (including both sides of streets with medians) within the project and along adjacent frontage roads as directed by the fire department with each phase of development. (DS)

Recycled Water Conditions:

143. Developer shall extend the length of the proposed 12 inch recycled waterline in Wagon Wheel Road such that it ends approximately 10 feet beyond the proposed enhanced pavement required by the Specific Plan on the westerly leg of the Wagon Wheel/Oxnard Boulevard intersection. These improvements shall be constructed prior to, or concurrent with, construction of the Wagon Wheel/Oxnard Boulevard intersection improvements. (DS)
144. Developer shall design all irrigation systems within the subdivision to be supplied from the project recycled water mains except for specific installations determined by the Development Services Director to be infeasible. Irrigation systems shall be designed in accordance with standard practice for recycled water systems including, but not limited to, use of purple pipe and marked sprinkler heads. Improvements shall include the installation of appropriate reclaimed water usage signage. (DS)
145. Developer's engineer shall provide detailed recycled water system calculations and plans for each phase of the project. The design of all proposed recycled water improvements shall result in a well-interconnected recycled water system. The required calculations and plans are subject to the approval of the Development Services Manager prior to the issuance of a site improvement/grading permit or recordation of a final map. (DS)

Street Conditions:

146. Developer acknowledges that the City of Oxnard and the Ventura County Watershed Protection District are coordinating the design of significant flood protection improvements along the Santa Clara River that have the potential to impact Ventura Road along the project frontage. Developer shall coordinate the design and construction of Ventura Road improvements (roadway and utilities) with the best available information regarding the proposed flood improvement design. (DS)
147. Developer shall furnish and install an illuminated bus shelter, bus bench, trash receptacle, and bicycle rack at each of the two proposed bus pull-out bays along Spur Drive south of Wagon Wheel Road at the time of construction of Spur Drive. The sidewalk shall be widened to 10 feet wide for a 30 foot long strip to provide additional room for installation of the bus shelter and other amenities. Bus stops and furniture shall comply with City of Oxnard standards. Final location, configuration and specifications of the bus stop furniture shall be approved by the City Traffic Engineer. (DS)
148. Prior to issuance of each improvement permit for roadway construction, Developer shall consult with Gold Coast Transit regarding modifications to routes or other Gold Coast Transit services that result in the need for additional bus stops, street furniture or other additional improvements on or adjacent to the site that would affect site improvement plans. Final determination of the scope of added construction requirements shall be at the discretion of the City Traffic Engineer. Roadway construction plans shall include construction of required modifications as appropriate with each phase of roadway construction. (DS)
149. Unless otherwise specified in "The Village" Specific Plan, Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, and street appurtenances. City will name all streets in accordance with adopted City guidelines. (DS)
150. Developer shall design the northerly end of the private alley adjacent to lot 11 to provide an alley to street intersection substantially in conformance with City standard plate 115, section A-A. (DS)
151. Developer shall stripe both edges (double stripe) of all bike lanes that are adjacent to a parking lane. (DS)
152. Developer shall design pedestrian access ramps along both Wagon Wheel Road (not applicable at traffic circles) and Winchester Drive to align with the sidewalk and minimize the offset of the pedestrian path. (DS)
153. Developer shall construct a 6 foot wide sidewalk with an 8 foot wide parkway (measured from curb face) along the westerly side of Oxnard Boulevard between the railroad bridge and Wagon Wheel Road. Improvements shall be constructed concurrent with the retaining wall along lots 16 and 17. Developer shall construct temporary pedestrian improvements (minimum 6 foot unobstructed width) along the Oxnard Boulevard frontage of lots 16 and

17 concurrent with improvements to the Oxnard Boulevard/Wagon Wheel intersection. Final design of the interface between the back of sidewalk and proposed retaining wall shall be approved by the Development Services Director. (DS)

154. Street improvements plans shall include construction of enhanced paving, traffic calming, bulb-outs and other streetscape enhancements in substantial conformance with the "The Village" Specific Plan requirements. (DS)
155. Developer shall modify the existing Wagon Wheel Road (re-named Spur Drive) Bridge railing over Oxnard Boulevard to bring the bridge railing height and design into compliance with current Caltrans standards for pedestrian protection. Proposed alterations shall be designed to complement the aesthetics of the existing railing and nearby fencing while enhancing pedestrian safety. The aesthetics of the bridge railing shall be subject to approval by the Planning & Environmental Services Manager. Improvements shall be constructed prior to final inspection of the 544th unit. The requirement for retrofitting the bridge railing may be eliminated by the Development Services Director if the MUP trail bridge proposed adjacent to the Spur Drive Bridge project is constructed to a width sufficient to accommodate pedestrians (in addition to bicycle traffic) and pedestrian traffic is eliminated from the Spur Drive Bridge. Developer shall be credited the sum of half the engineering and construction costs associated with construction of the Spur Drive bridge reasonably incurred by the Developer towards the applicable Air Quality Fees.(DS) (Changed since PC Approval)
156. Developer shall be responsible for extending the existing median on Oxnard Blvd., north and south of Spur Drive, South from the US 101 Freeway and North from the Oxnard Blvd. rail road tracks overcrossing to the Wagon Wheel Rd. intersection. Median improvements shall be identified on the engineering plans and shall be constructed and accepted by the City prior to final inspection for any unit on Lots 8-16. (PK/PL/DS) (Changed Since PC Approval)

Multi-Use Path ("MUP") Conditions:

157. Developer shall install a fence/barrier along the top of the Oxnard Boulevard retaining wall concurrent with retaining wall construction to provide fall protection. The fence/barrier shall not encroach into the 18 foot wide MUP. Fence/barrier aesthetics shall be coordinated with nearby improvements subject to approval of the Development Services Director. (DS)
158. The MUP shall be redesigned to eliminate fencing between the MUP and the project to foster integration between the MUP and the adjacent projects as they are developed. Details of the MUP design shall be approved by the Development Services Director. (DS)
159. Developer shall extend the MUP along Ventura Road under Highway 101 to connect with the existing bicycle ramp that provides access to the trail over the Santa Clara River. The MUP shall be 14 feet wide and placed directly adjacent to the Ventura Road curb for the

section under Highway 101. Any alteration to the existing slope paving under Highway 101 shall include replacement, as determined appropriate by the Development Services Director, of the existing art in public places currently cast into the slope paving. Alternative designs (or other improvements) that comply with the intent of the City's Bicycle Master Plan may be approved by the Development Services Director. These improvements shall be constructed prior to, or concurrent with, the Ventura Road frontage improvements. Developer shall obtain a Caltrans permit for these improvements. (DS)

160. Developer may submit a phasing plan for phased construction of the MUP for approval by the Development Services Director. The plan shall require at a minimum that: a) no lot adjacent to the MUP can be developed without concurrent construction of the adjacent section of the MUP; b) each phase of the MUP shall be constructed such that no dead-ends are created, however construction may include temporary sections to connect with nearby bike lanes; c) the number of construction phases shall be minimized; d) the landscaping, lighting, striping, signage, etc. shall be included with each phase of MUP construction; and e) the plan shall comply with all other construction timing requirements of these conditions of approval. (DS)
161. Concurrent with design of the proposed Highway 101 off-ramp, Developer shall provide an analysis of alternative MUP alignments (and associated costs) between Lot 6 and Ventura Road for consideration by the Development Services Director. Developer shall construct the alternative selected by the Director. (DS)
162. Developer shall design and install a MUP bridge over Oxnard Boulevard adjacent to the existing Wagon Wheel Road (future Spur Drive) Bridge. Final MUP bridge design shall include, but not necessarily be limited to.: a) a minimum clear width of twelve (12) feet; b) all weather surfacing; c) protective decorative railing; d) aesthetics that compliment surrounding improvements; e) appropriate lighting; and f) considerations for minimizing long term maintenance costs. The Development Services Director shall make the final determination regarding project compliance with these requirements. Design of the MUP bridge shall occur prior to, or concurrent with, any development on lots 12, 13, 14, 16 or 17. Improvements shall be constructed prior to final inspection of the 544th unit. Developer and the Development Services Director may negotiate alternative timing for MUP bridge construction if it is determined that additional offsite right-of-way is required. (DS) . (Changed since PC Approval)
163. Developer shall design and construct decorative MUP gateway entrances at the following locations: a) Ventura Road where the MUP separates from Ventura Road; b) Spur Drive where the MUP separates from Spur Drive on the north side; c) Winchester Drive between lots 3 and 4 where the MUP separates from Winchester Drive; and d) Wagon Wheel Road adjacent to lot 6 where the MUP leaves Wagon Wheel Road. Final location of these gateways may be altered by the Development Services Director if the MUP layout is altered. Developer shall also design and install directional signage at each location where the MUP enters or exits the public right-of-way not provided with a gateway entrance.

Resolution No. 14,857

PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)

Page 29

Developer shall prepare preliminary designs for the decorative gateway entrances and directional signage for approval by the Development Services Director. (DS)

164. Developer shall construct the MUP of enhanced pavement at all locations where the MUP crosses vehicular areas. The width of the enhanced pavement shall generally match the width of the adjacent MUP and the texture, color, and scoring shall be approved by the Planning & Environmental Services Manager. (DS)
165. Developer shall construct the MUP in conformance with the preferred design standards of the "Bicycle & Pedestrian Facilities Master Plan" and the "Santa Clara River Trail Master Plan" including associated appendices. These standards include, but are not limited to, vertical and horizontal curves radii, grades, construction materials, lighting, stopping sight distances, signage, and striping. Final approval of the design is subject to approval by the Development Services Director. (DS)
166. Developer shall design the MUP to accommodate turning movements and vehicle loading associated with light maintenance trucks and ambulances (Vehicle weight of approximately 10,000 lbs). The MUP shall be constructed of concrete. Final design is subject to approval of the Development Services Director and the Fire Marshall. (DS)
167. Developer shall include convenient pedestrian, bicycle, and vehicular (light maintenance vehicles and ambulances only) access to the MUP in the design of all future projects along the MUP alignment. (DS)

Miscellaneous Conditions:

168. Developer shall remove or abandon in place (as approved by the Development Services Manager) all existing utilities (storm drain, water, wastewater, etc.) that will not be incorporated into the new project infrastructure. (DS)
169. Prior to the vacation of public right-of-way, Developer shall prepare plans and provide appropriate security to guarantee construction of utility, roadway, and other applicable alterations required in coordination with proposed vacation. (DS)
170. Final map shall effectuate the vacation of City owned right-of-way and utility easements that are no longer required due to street realignments or utility line relocations to the extent allowed under section 66445(j) of the Subdivision Map Act. The Development Services Director shall make the final determination of the limits of right-of-way and utility easements subject to vacation. Developer shall prepare a separate legal description (and pay all fees associated with processing) for any easement vacation not processed as a part of a final map. (DS)
171. Prior to the vacation of any existing right-of-way or public utility easement, Subdivider shall provide written evidence that the owners of public utilities (e.g. gas, electric, or cable)

Resolution No. 14,857

PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)

Page 30

relying on existence of the right-of-way or easement have no objection to the vacation of the right-of-way or easement. (DS)

172. Subdivider's tentative map includes transfer of land relinquished to the City by Caltrans under Relinquishment Numbers 1255 and 1241. Tentative map also includes vacation of public right-of-way for existing streets and vacation of multiple existing public easements. Developer shall be responsible for all costs incurred by the City to hire a consultant to review the map(s) for compliance with the Subdivision Map Act and City Code. Subdivider shall deposit funds deemed adequate by the Development Services Director to cover the anticipated costs of consultant services concurrent with submittal of each final map. The City shall charge all time associated with administering the contract to this deposit. This deposit shall be in lieu of the standard map processing fee. Developer shall provide supplemental funds when the account balance drops below \$3,000. Any funds left in the account upon completion of final maps and other survey documents shall be refunded to the Developer. (DS)
173. Prior to recordation of any map phase including land relinquished by the State of California to the City, subdivider shall implement conditions listed in the agreement between the City of Oxnard and the State of California for the relinquishment of portions of Wagon Wheel Road. The agreement is filed in the City Clerk's Office as Agreement A-7587. The Development Services Director, in coordination with the State of California, shall determine if agreement conditions have been met. (DS)
174. Subdivider shall dedicate rights of ingress and egress to Ventura Road and Oxnard Boulevard to the City of Oxnard from all private lots fronting along these roadways. Dedication shall occur on the map phase creating lots fronting these roadways. (DS)
175. Developer shall provide all right-of-way dedications proposed under this subdivision without any pre-existing easements or other encumbrances. (DS)
176. Developer acknowledges the existence of an easement for flood control purposes retained by the Ventura County Watershed Protection District in a document recorded as instrument No. 073969, at Book 5707, Page 58, of Official Records which affects development on the western portion of the project. Developer shall obtain quitclaim or other similar release of the easement prior to any grading that encroaches into the described land or any other activity (construction or otherwise) that affects the rights reserved under the easement. (DS)
177. Developer shall locate all slopes, retaining walls, or similar improvements on the lot containing the soil that the improvements support. (DS)
178. Developer shall design and construct all slopes steeper than 5 (horizontal) to 1 (vertical) with a minimum 2 foot wide level area (at both top and bottom of slope) adjacent to any wall, sidewalk, MUP shoulder, curb or similar improvement. (DS)

Resolution No. 14,857
 PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)
 Page 31

179. Prior to approval of each final map phase, Developer shall provide a 100-scale address map to the City Engineer for that phase. The map shall be drawn on 18 inch by 24 inch mylar and shall show the standard address map title block, north arrow, street names, tract number, phase boundary, and lot numbers. The City will assign all addresses. (DS)
180. Prior to the issuance of a City construction permit, Developer shall provide proof of issuance of an appropriate encroachment permit for work within areas under the jurisdiction of other public agencies or for work that otherwise negatively affects such areas. (DS)
181. Developer shall list all grading and air quality related environmental mitigations measures on the grading plan cover sheet for all project phases. Developer shall cause all project contractors to comply with these mitigations during all phases of construction. (DS)
182. Developer may submit phased improvement plans corresponding to phased final maps. Prior to submittal of phased improvement plans and/or phased final maps, Developer shall provide a phasing plan for review and approval of the Development Services Manager. Each phase of the map shall be designed to continuously provide a minimum of two points of vehicular access to all developed portions of the project. Temporary improvements such as vehicle turnarounds, barricades, waterline blow-offs, and other improvements may be required as deemed necessary by the Development Services Manager. Phasing plans shall minimize inconvenience to the general public and Gold Coast Transit bus routes. (DS)
183. Developer shall provide and maintain a 5 foot wide (minimum) ADA compliant pedestrian path within the boundaries of this map that provides a convenient pedestrian connection from all new roadway improvements to the existing sidewalks on Oxnard Boulevard and Ventura Road. Developer shall install and maintain adequate street lighting along these pedestrian paths. (DS)
184. Prior to recordation of the first final map, Developer shall provide payment (for reimbursement to another developer) to the City for 15% of the design and construction cost for the widening (adding of a second left turn lane per EIR mitigation measure T-1(b) of the Highway 101 northbound off-ramp at Oxnard Boulevard. The project design and construction costs used in this calculation shall be increased above the actual costs based on application on the Local Agency Investment Fund (LAIF) rate received by the City on its short term investments starting from the date of the construction contract. The construction of these improvements was completed by the Riverpark Development. (DS)
185. Prior to recordation of the each phase of this subdivision, Developer shall provide evidence that project is in currant compliance with all requirements of the Development Agreement (A-7122) executed on January 27, 2009, and all approved amendments thereto. (DS)
186. Developer shall provide 48 inch (minimum) wide, gated, locked openings in the project soundwalls at sufficient intervals (generally 450 feet) to provide access to the backside of these facilities for maintenance purposes. Gate locations shall be indicated on both the

civil and soundwall construction plans. Developer shall provide City with keys or other means of access to any gates providing access to areas maintained by City forces. (DS)
 (Changed Since PC Approval)

187. Prior to the issuance of a grading permit for lots adjacent Highway 101 and/or Oxnard Boulevard, Developer shall sample the soils for aerially deposited lead adjacent to highways and, if necessary, prepare an action plan in accordance with EIR mitigation measure HAZ-3. (DS)

Traffic Conditions:

188. Prior to the issuance of a final inspection for the first dwelling unit on Lot 1, 2, 3, 4, 5, 6, or 7 Developer shall construct Wagon Wheel Road from Buckaroo Place to Ventura Road. Developer shall design Wagon Wheel Road at Ventura Road to accommodate westbound U-Turn movements to allow residents of Lot 1 to access the commercial center near the Wagon Wheel Road/Spur Drive intersection without leaving the project site. Construction plans for this section of Wagon Wheel Road shall be processed concurrent with the onsite improvement plans for development of the first of the listed lots. Alternative designs that provide equivalent access may be approved by the Development Services Director. (TR)
 (Changed since PC Approval)
189. Developer shall design and construct improvements to Ventura Road along the project frontage concurrent with design and construction of Wagon Wheel Road from Cactus Drive to Ventura Road. Ventura Road shall be designed to accommodate a 14 foot raised median (measured easterly from the existing westerly median curb southerly of the proposed Wagon Wheel Road intersection), two - 12 foot wide through lanes and an 8 foot wide bike lane in the northbound direction. The Wagon Wheel Road/Ventura Road intersection shall be designed with no transition through the intersection. Ventura Road shall be designed to accommodate an 8 foot wide bike lane, two variable width through lanes, and sufficient left turn lane capacity to accommodate the forecast left turning movements in the southbound direction at the Wagon Wheel intersection. Final design and lane configurations shall be approved by the City Traffic Engineer. (TR)
190. Developer shall design and construct a traffic signal at the Ventura Road and Wagon Wheel Road intersection concurrent with improvements to Ventura Road. Construction shall include battery back-up system, Emtrac vehicle pre-emption system, traffic loops, video detection system, pedestrian countdown timers and LED lighting as specified by the City Traffic Engineer. Developer shall also install a Pan-Tilt-Zoom CCTV Camera system at this intersection. (TR)
191. Each phase of Wagon Wheel Road construction shall provide a roadway connection to Ventura Road. Roadway connection may be provided via a temporary roadway connecting new Wagon Wheel Road to existing Wagon Wheel Road or another temporary route approved by the City Traffic Engineer. Developer shall perform repairs (repair potholes, seal cracks, and other deteriorated pavement repairs) to existing roadway(s) used to provide

the required vehicular route as determined necessary by the Development Services Director. (DS)

192. Developer shall install traffic signal conduits and pull boxes with each phase of Wagon Wheel Road construction from Buckaroo Place to Ventura Road. Specifications for conduits and pull boxes shall conform to City of Oxnard ITS standards. Location and size of conduits and pull boxes are subject to approved by the City Traffic Engineer. (TR)
193. Developer shall design and construct a Highway 101 off-ramp in compliance with Caltrans standards and specifications concurrent with design and construction of Wagon Wheel Road from Cactus Drive to Ventura Road. Developer shall process the off-ramp improvements through Caltrans and obtain all required permits. Final design of the off-ramp shall also be approved by the City of Oxnard Traffic Engineer. The Development Services Director may modify the requirements of this condition based on compliance with Caltrans requirements. (TR)
194. Prior to design of Wagon Wheel Road from Cactus Drive to Ventura Road, Developer shall submit a traffic analysis evaluating the proposed Highway 101 off-ramp design. The analysis shall include an evaluation of the Wagon Wheel Road westbound left-turn storage capacity at Ventura Road in relation to the traffic turning movements forecast in the project traffic study. The traffic analysis shall also include a determination of the number of off-ramp lanes required to accommodate forecast off-ramp traffic at Wagon Wheel Rd. Developer shall submit 2 copies of the Traffic Analysis report to Traffic Engineering section concurrent with a deposit adequate to cover the anticipated costs to review the traffic analysis. The Development Services Director may modify the requirements of this condition based on compliance with Caltrans requirements. (TR)
195. Developer shall design the vehicular circulation within Lot 2 and 3 in a coordinated manner that provides lot 2 residents with direct vehicular access to and from Saddle Street facilitating left turn movements onto Wagon Wheel Road. Owners of lots 2 and 3 shall enter into a reciprocal access agreement upon development of the first of these lots regarding this requirement. (TR)
196. Developer shall design and construct the Cactus Drive/Wagon Wheel Road roundabout in compliance with the design considerations stipulated in the latest edition of the Technical Summary of Federal Highway Administration (FHWA) for Roundabouts and to the satisfaction of the City Traffic Engineer. (TR)
197. Developer shall design and construct Spur Drive at the connection with the west end of the bridge over Oxnard Boulevard with a minimum 135 foot centerline radius per AASHTO standards for Low-Speed Urban Streets. The design shall also accommodate a minimum 14 foot wide vehicular traveled way in each direction. Final design is subject to approval by the City Traffic Engineer. (TR)

Resolution No. 14,857

PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)

Page 34

198. Prior to certificate of occupancy/final inspection for any new development within the boundary of this map, Developer shall reconstruct Oxnard Boulevard in the southbound direction at the Wagon Wheel Road intersection to accommodate 2 left turn lanes, 3 through lanes, a 5 foot wide bike lane at the intersection (8 foot wide north of intersection) and 1 right turn lane in the southbound direction. Improvements to Oxnard Boulevard shall also include elimination of the existing painted medians near the Wagon Wheel intersection and replacing them with standard raised medians. Modification to the traffic signal system shall include, but not be limited to, installation of Emtrac vehicle pre-emption system, traffic loops, pedestrian countdown timers, and retrofitting the existing traffic signal HPSV luminaires with LED lighting and as specified by the City Traffic Engineer. Developer shall also install a Pan-Tilt-Zoom CCTV Camera system if not already installed under the City's ITS project. Improvements shall include upgrading of all existing street name signs at the intersection to current City standards. Intersection construction shall extend from the west side of Spur Drive to Oxnard Boulevard and shall include enhanced pavement and other requirements of the Oxnard Village Specific Plan. Developer shall obtain approval of plans for these improvements prior to, or concurrent with, issuance of the first grading/site improvement permit. Construction of these improvements at an early stage of development is being required in order to minimize the impact on the public that would be caused by delaying their construction until after significant occupancy of the site has occurred. (TR) (Changed since PC Approval)
199. Concurrent with the improvements to the Oxnard Boulevard/Wagon Wheel Road intersection, Developer shall install pavement delineation from the southbound Highway 101 free-right off-ramp to the Oxnard Boulevard/Wagon Wheel Road intersection employing the "green bike" bike lane (8 foot minimum width) concept at locations determined appropriate by the City Traffic Engineer. Developer shall also install appropriate signage and striping on the east side of Oxnard Boulevard north of Wagon Wheel Road to convert the existing shoulder to a designated bike lane. Developer shall obtain Caltrans approval for all work within roadway Caltrans jurisdiction. (TR)
200. Developer shall improve the Oxnard Boulevard/Vineyard Avenue intersection to provide the following: a) two-10 foot left turn lanes, three-11 foot through lanes, a 4 foot-bike lane (at the intersection) and two-12 foot right turn lanes in the northbound direction; b) two-10 foot left turn lanes, three-11 foot through lanes, a shared through/right lane and an 8 foot-bicycle lane in the southbound direction; c) one-10 foot left turn lane, one-10 foot shared left/through lane, two-11 foot through lanes, a 4 foot bicycle lane (at the intersection) and one-12 foot right turn lane in the eastbound direction; and d) three-10 foot left turn lanes, one-11 foot through lane, one-11 foot shared through/right turn lane and a 6 foot bicycle lane in the westbound direction. Improvements shall also include, but not necessarily limited to, modification to the traffic signal to include an Emtrac vehicle pre-emption system, traffic loops, pedestrian countdown timers and retrofitting the existing traffic signal HPSV luminaires with LED lighting. Developer shall install a Pan-Tilt-Zoom CCTV Camera system if not previously installed by others. The improvements shall include modification to the raised median, landscaping, irrigation and street lighting as required to accommodate these improvements. If right-of-way is not available to construct the bicycle

lane in the southbound direction at the time of construction, developer shall construct 2-10 foot left turn lanes, 3-11 foot through lanes and 1-14 foot shared through/right lane in the southbound direction. Improvements shall include upgrading of all existing street name signs at the intersection to current City standards. Design of these improvements, including required length of all turn pockets, is subject to approval by the City Traffic Engineer. The improvements shall be constructed prior to the issuance of 400th residential unit final inspection within the project. (TR) (Changed Since PC Approval)

201. Unless the City obtains alternative funding and accepts construction responsibility for Orchard Place/Oxnard Boulevard improvements, prior to the issuance of any future final inspection or certificate of occupancy within the boundary of this subdivision, Developer shall modify the Orchard Place/Oxnard Boulevard to provide the following: a) a traffic signal system that includes battery back-up system, Emtrac vehicle pre-emption system, traffic loops, video detection system, pedestrian countdown timers, LED lighting, and a Pan-Tilt-Zoom CCTV Camera compliant with the City's ITS system; b) reconstruction of the southbound approach to the intersection to provide 1-left turn lane, 3-through lanes (eliminating existing eastbound free-right), a bicycle lane (at the intersection) and a right turn lane; and c) construction of an extension of the existing raised median on Oxnard Boulevard to provide a standard northbound left-turn pocket at Orchard Place. Improvements shall also include re-striping of northbound Oxnard Boulevard at Orchard Place to accommodate 1-left turn lane, 2-through lanes, a bicycle lane (at the intersection) and a right turn lane. Construction plans for these improvements shall be processed concurrent with the development plans for any new development within the boundary of this map. The final design of these improvements is subject to approval of the City Traffic Engineer. (TR) (Changed since PC Approval)
202. Unless the City obtains alternative funding and accepts construction responsibility for Oxnard Blvd improvements from Vineyard Avenue, north to Orchard Place, concurrent with modification to the Orchard Place/Oxnard Boulevard intersection, Developer shall construct curb, gutter and a seven (7) foot wide concrete sidewalk along westerly side of Oxnard Boulevard to create a continuous ADA compliant pedestrian pathway from Vineyard Plaza on the south to the existing sidewalk northerly of Orchard Place. Construction plans for these improvements shall be processed concurrent with the development plans for any new development within the boundary of this map, and shall be constructed and accepted by the City prior to the 544th unit final inspection in the project. (TR) (Changed since PC Approval)

[SIGNATURES ON FOLLOWING PAGE]

Resolution No. 14,857
PZ 11-300-07 (Tentative Subdivision Map for Tract No. 5745)
Page 36

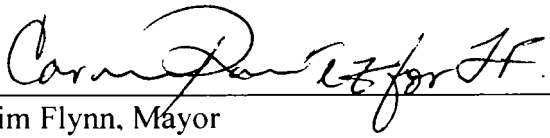
PASSED AND ADOPTED this 28th day of July, 2015 by the following vote:

AYES: Councilmembers Ramirez, MacDonald, Padilla and Perello.

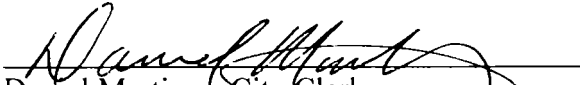
NOES: None.

ABSENT: Mayor Flynn.

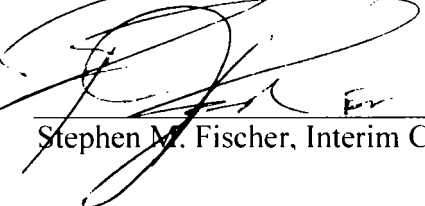
ABSTAIN: None.


Tim Flynn, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



Final Map for Tract Number 5745-1

Project Location:

OXNARD VILLAGE SPECIFIC PLAN
WEST OF OXNARD/WAGON WHEEL
INTERSECTION

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Map has been signed.

DATE: 7.5.14


Paul J. Wendt, City Engineer
Development Services

Revised 03/09/2016



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: July 19, 2016

TO: City Council

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

FROM: Ashley Golden, Development Services Director

SUBJECT: Special Budget Appropriation for Santa Clara Avenue Sidewalk

CONTACT: Cynthia Daniels, Development Services
Cynthia.Daniels@oxnard.org, 385-7871

RECOMMENDATION:

That City Council approve a special budget appropriation in the amount of \$25,500 for the project to construct a sidewalk and install a bicycle lane on the northbound side of Santa Clara Avenue north of Ventura Boulevard as part of a public work contract with the County of Ventura.

BACKGROUND

On July 31, 2012, the City Council approved a general reciprocal agreement with the County of Ventura to permit the City and County to perform public work in each other's jurisdiction if a project work agreement is signed by the respective public works directors (Agreement No. 7515). The County proposed a public work to install sidewalk and bicycle lane on the northbound side of Santa Clara Avenue north of Ventura Boulevard (north of the Rice Avenue/Highway 101 interchange). The County asked the city staff if the County could extend the sidewalk and bicycle lane within the City's boundary to the intersection at Ventura Boulevard. The final estimate for the construction is \$23,500. The new sidewalk and bicycle lane are consistent with the City's *Bicycle and Pedestrian Facilities Master Plan* adopted in 2012. This request provides the funding for the construction and staff oversight of the County construction within the city limits. The funding is available from the fund balance of the Air Pollution Buy-Down Fund (No. 118). This is an appropriate use of the Air Pollution Buy-Down Fund. Attachment 2 is a map and photographic interpretation of the sidewalk on Santa Clara

Special Budget Appropriation for Santa Clara Avenue Sidewalk
July 19, 2016
Page 2

Avenue.

FINANCIAL IMPACT

The estimated cost of the project is \$25,500 (\$23,500 for construction, and \$2,000 for staff oversight and project management) and will be funded by the Air Pollution Buy-Down Fund. There is adequate funding to cover the cost of the work.

ATTACHMENTS:

Attachment A. BA SC Sidewalk 7.19.16

Attachment B. Santa Clara Avenue Exhibit-Alt-3

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: July 19, 2016
Phone: 385-7871

Reason for Appropriation:

To appropriate Air Pollution Buydown funds and allocate budget for the Santa Clara Sidewalk Project 173101, as part of the sidewalk and bicycle lane improvements being made by the County of Ventura on Santa Clara Avenue. The segment of sidewalk being completed is in the City's jurisdiction.

Accounts and Descriptions

AMOUNT

Fund: 118 - AIR POLLUTION BUYDOWN FEE

Expenditures/Transfers Out

SANTA CLARA AVENUE SIDEWALK (PROJECT 173101)

118-3125-826.84-51	OTHER SERVICES- SERVICES FROM OTHER PROG	2,000
118-3125-826.86-04	CAPITAL OUTLAY-IMPROVEMENTS NOT BLDG-NEW	23,500
	Sub-total Expenditures	25,500

Net Change to Fund Balance (25,500)

Net Appropriation Change 25,500

Approvals

Department Director	<u>Ashley Golden</u>
Chief Financial Officer	<u>David Millican</u>
City Manager	<u>Greg Nyhoff</u>

REQUIRES CITY COUNCIL AUTHORIZATION

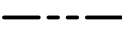
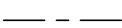
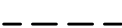
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 Review _____

Packet Pg. 157

CONSTRUCTION NOTES:

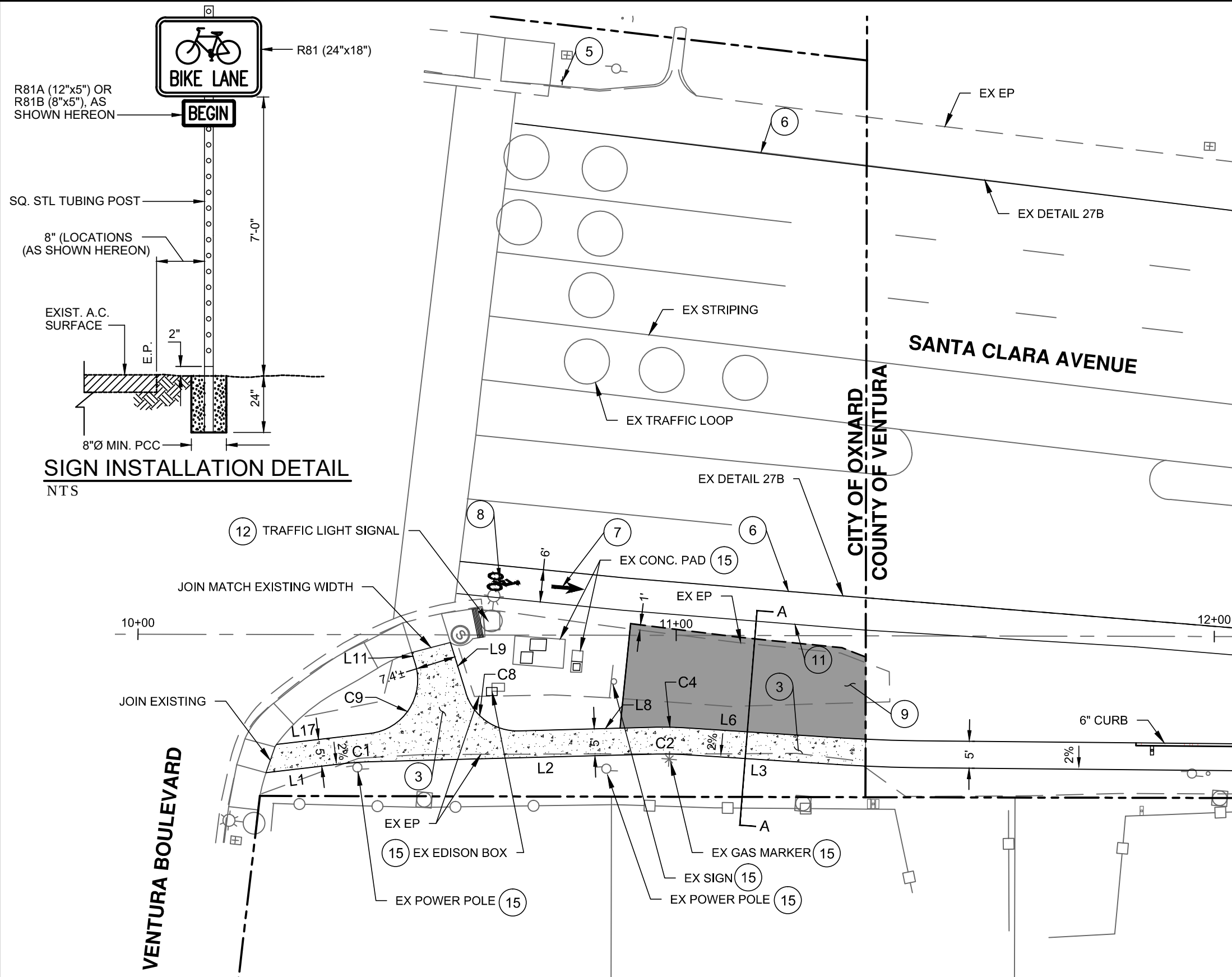
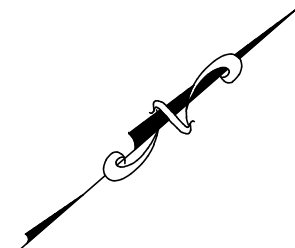
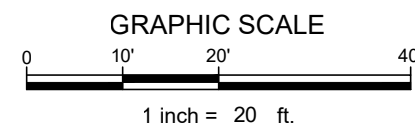
- 3 CONSTRUCT 4" THICK PCC SIDEWALK PER DETAIL ON SHEET 2
- 5 INSTALL R81 "BIKE LANE" SIGN AND R18A "END" SIGN PER DETAIL HEREON.
- 6 REMOVE EXISTING STRIPING AND INSTALL DETAIL 39 PER SSP A20D (THERMOPLASTIC).
- 7 INSTALL "BIKE LANE ARROW" PER SSP A24A (THERMOPLASTIC).
- 8 INSTALL "BIKE LANE" SYMBOL WITH PERSON PER SSP A24C (THERMOPLASTIC).
- 9 2" AC OVER 3" P.M.B.
- 11 INSTALL DETAIL 27B PER SSP A20B (THERMOPLASTIC).
- 12 INSTALL R81 "BIKE LANE" SIGN AND R81B "BEGIN" SIGN ON EXISTING TRAFFIC LIGHT POLE.
- 15 PROTECT IN PLACE

LEGEND:

	CONCRETE SIDEWALK		EXISTING POLE
	AC PAVEMENT		EXISTING GUY WIRE
	PROPOSED STRIPING		EXISTING GAS MARKER
	RIGHT-OF-WAY		EXISTING SIGN
	SURVEY CENTERLINE		EXISTING TRAFFIC LIGHT SIGNAL
	SAWCUT		

Line Table		
Line #	Direction	Length
L1	N33°31'31"E	14.86'
L2	N38°35'20"E	53.50'
L3	N43°48'21"E	29.99'
L6	S43°48'21"W	29.99'
L8	S38°35'20"W	25.54'
L9	N67°05'37"W	9.81'
L11	S67°05'37"E	2.25'
L17	S33°31'31"W	17.45'

Curve Table			
Curve #	Delta	Radius	Length
C1	5°03'48"	50.00'	4.42'
C2	5°13'01"	50.00'	4.55'
C4	5°13'02"	55.00'	5.01'
C8	74°19'03"	10.00'	12.97'
C9	100°37'08"	10.00'	17.56'



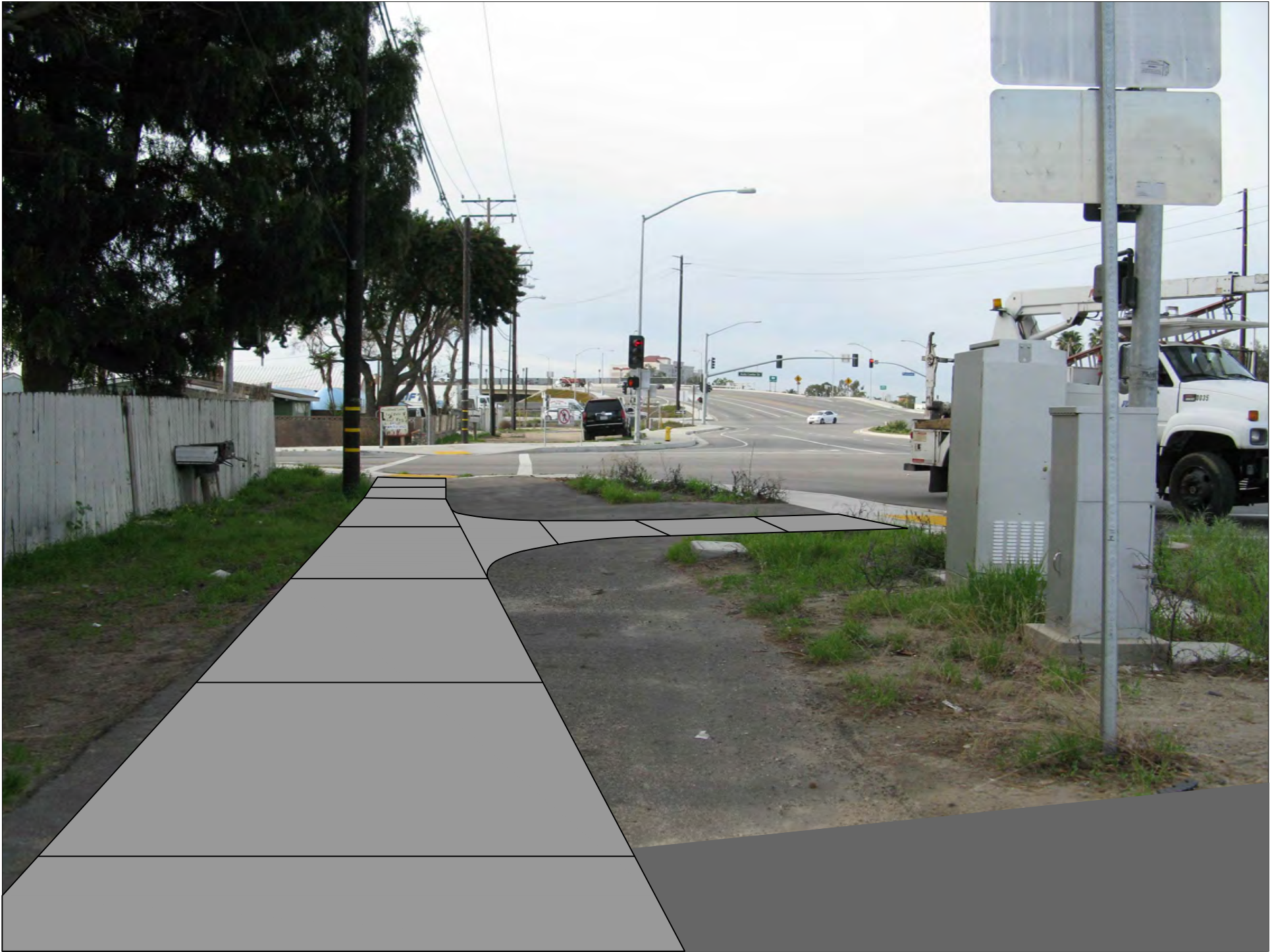
DESIGNED _____ HD
DRAWN _____ JM
REVISED _____
APPROVED _____ BE

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT**

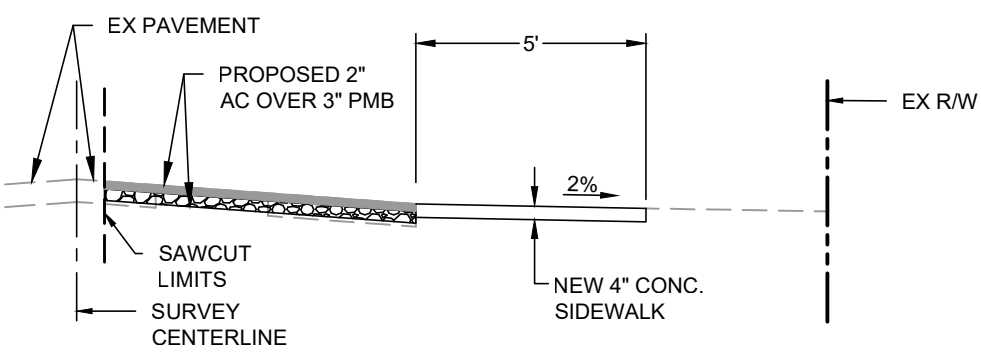
SPEC. NO. _____
PROJ. NO. _____
TR050521

**SANTA CLARA AVENUE
PEDESTRIAN AND BIKE LANE IMPROVEMENTS
WITHIN CITY LIMITS**

SHEET _____ 1
OF _____ 2
DRAWING NO. _____



CONCEPTUAL SIDEWALK LAYOUT
N.T.S.



SECTION A-A: SIDEWALK DETAIL
N.T.S.

DESIGNED _____	HD
DRAWN _____	JM
REVISED _____	
APPROVED _____	BE

**COUNTY OF VENTURA
PUBLIC WORKS AGENCY
TRANSPORTATION DEPARTMENT**

SPEC. NO. _____
PROJ. NO. TR050521

**SANTA CLARA AVENUE
PEDESTRIAN AND BIKE LANE IMPROVEMENTS
WITHIN CITY LIMITS - DETAILS**

SHEET _____
OF _____
DRAWING NO. _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: July 19, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: First Amendment to Agreement No. 6676-14-CM with Jordan Gilbert & Bain
Landscape Architects, Inc. for On-Call Landscape Architectural Design Services
(5/5)

CONTACT: Ralph Alamillo, Public Works
Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council approve the First Amendment to Agreement No. 6676-14-CM with Jordan Gilbert Bain for on-call Landscape Architectural Design Services. This amendment is to extend the expiration date to June 30, 2018, and increase the agreement in an amount of \$200,000 for a total amount not to exceed \$450,000.

BACKGROUND

On April 3, 2014, the City issued a competitive request for proposals (RFP) for On-Call Landscape Architectural Design Services. On May 5, 2014, two firms responded proposals, for On-Call Landscape Architectural Design Services. Based on the qualifications stated in the proposals, City staff selected the most qualified firm for these services. The agreement was approved by City Council on June 17, 2014, in amount of \$250,000 for a term from June 30, 2014 to June 30, 2016.

The Public Works Department is seeking to exercise the option to extend the agreement until June 30, 2018 and increase the amount by \$200,000 for a not to exceed amount of \$450,000. Work under this agreement will be assigned by Task Order by individual projects that are critical to the various projects during both the design and construction phase. Currently, there is no City

First Amendment to Agreement No. 6676-14-CM with Jordan Gilbert & Bain Landscape Architects, Inc.
July 19, 2016
Page 2

staff or facilities available to provide these services. A quote will be obtained for each assigned service and each task order will be approved per current City standard practices. This agreement is city-wide and available for all city departments.

FINANCIAL IMPACT

Funding sources for this agreement are performed by task order assigned to the projects within the budgets of the department requesting the services.

ATTACHMENTS:

Attachment A - First Amendment to Agreement No. 6676-14-CM

Agreement No. 6676-14-CM

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional 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 Jordan, Gilbert & Bain ("Consultant"). This First Amendment amends the Agreement entered into on June 30, 2014, by City and Jordan, Gilbert & Bain.

City and Consultant agree as follows:

1. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

"12. Term of Agreement"

This Agreement shall begin on June 30, 2014 and expire on June 30, 2018."

2. Section 14(a) of the Agreement is deleted in its entirety and replaced with the following:

"City agrees to pay Consultant an amount not to exceed \$450,000 for the period of June 30, 2014 to June 30, 2018 for services provided under this Agreement at rates provided in Fee Schedule-Exhibit B attached hereto and incorporated by this reference in full herein."

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

CITY OF OXNARD

CONSULTANT

Greg Nyhoff, City Manager

Paul Jordan, President
Jordan, Gilbert & Bain

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Public Works Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2016

L5.a

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

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

PRODUCER Dealey, Renton & Associates 199 S Los Robles #540 Pasadena, CA 91101 Lic #0020739	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626-844-3070 E-MAIL: mswaney@dealeyrenton.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of A INSURER B: Hartford Accident & Indemnity INSURER C: Travelers Casualty & Surety Co. Ame INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 25674 22357 31194
INSURED JORDAGILB Jordan, Gilbert & Bain, Landscape Arch. 3350 Loma Vista Road Ventura, CA 93003 805-642-3641		

COVERAGES

CERTIFICATE NUMBER: 1087805951

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y Y	6802795L081	7/15/2015	7/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 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 ☒ NoOwned Auto ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y Y	BA4603L568	7/15/2015	7/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$0 ☒ OCCUR ☐ CLAIMS-MADE	Y Y	CUP6770Y233	7/15/2015	7/15/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	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/A	57WEGGF5053	9/1/2015	9/1/2016	☒ 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
C	Professional Liab Claims Made Form		105385416	1/18/2016	1/18/2017	\$1,000,000 \$2,000,000 per claim Annual Aggregate

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

Cancellation Notice: 30 Day/10 Day for non-pay of premium will be mailed to the certificate holder. General Liability policy excludes claims arising out of the performance of professional services. Insured owns no company vehicles; therefore hired/non-owned auto is the maximum coverage that applies. Umbrella Policy is follow-form to underlying GL/AUTO/Employers Liability Policies. AM Best's Rating on all policies above: A/XII or greater.

See Attached...

CERTIFICATE HOLDER

CANCELLATION 30 day NOC/10 day for nonpay of prem

City of Oxnard*
Attn: Patricia Friend
1060 Pacific Ave Bldg 3
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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AGENCY CUSTOMER ID: JORDAGILB

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dealey, Renton & Associates		NAMED INSURED Jordan, Gilbert & Bain, Landscape Arch. 3350 Loma Vista Road Ventura, CA 93003 805-642-3641	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Re: Ref #6676-14 - CM, On-Call Services -- The City of Oxnard, its officers, agents, employees, and volunteers are named as additional insured as respects to general & hired/non-owned auto liability for claims arising from the operations of the named insured. Primary & non-contributory wording and waivers of subrogation apply per policy endorsement forms attached as required by contract or agreement. Blanket SEVERABILITY OF INTERESTS applies to GL: Separation of Insureds - Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- Separately to each insured against whom claim is made or suit is brought.

POLICY #: BA4603L568

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

Endorsement Effective: 1/7/2016	Countersigned By:
Named Insured: Jordan, Gilbert & Bain, Landscape Arch.	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Re: Ref#6676-14-CM, On-Call Services -for- *The City of Oxnard, its officers, agents, employees, and volunteers --

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CA 20 48 02 99

Copyright, Insurance Services Office, Inc., 1998

POLICY NUMBER: 6802795L081

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 1/7/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE****NAME OF PERSON(S) OR ORGANIZATION(S):**City of Oxnard*
Attn: Patricia Friend
1060 Pacific Ave Bldg 3
Oxnard CA 93030**PROJECT/LOCATION OF COVERED OPERATIONS:**Re: Ref#6676-14-CM, On-Call Services -for- *The City of Oxnard, its
officers, agents, employees, and volunteers --**PROVISIONS****A. The following is added to WHO IS AN INSURED (Section II):**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that contract or agreement requiring insurance to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above, because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57WEGGF5053

Endorsement Number:

Effective Date: 09/01/2016

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address:

Jordan, Gilbert & Bain, Landscape Arch.
3350 Loma Vista Rd
Ventura, CA 93003

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly.

INDEX

<u>SUBJECT</u>	<u>PAGE</u>	<u>SUBJECT</u>	<u>PAGE</u>
SECTION I	2	B. Part One Does Not Apply	3
PARTS ONE and TWO	2	C. Application of Coverage	3
01 We Will Also Pay	2	D. Additional Exclusions	3
PART - THREE	2	E. West Virginia	3
02 How This Insurance Works	2	EXTENDED OPTIONS	4
PART - SIX	2	01 Employers' Liability Insurance	4
03 Transfer of Your Rights and Duties	2	02 Unintentional Failure to Disclose Hazards	4
04 Liberalization	2	03 Waiver of Our Right to Recover from Others	4
SECTION II	2	04 Foreign Voluntary Compensation	4
VOLUNTARY COMPENSATION INSURANCE	2	A. How This Reimbursement Applies	4
05 Voluntary Compensation Insurance	2	B. We Will Reimburse	4
A. How This Insurance Applies	3	C. Exclusions	4
B. We Will Pay	3	D. Before We Pay	5
C. Exclusions	3	E. Recovery From Others	5
D. Before We Pay	3	F. Reimbursement For Actual Loss Sustained	5
E. Recovery From Others	3	G. Repatriation	5
F. Employers' Liability Insurance	3	H. Endemic Disease	5
EMPLOYERS' LIABILITY STOP GAP ENDORSEMENT	3	05 Longshore and Harbor Workers' Compensation Act Coverage Endorsement	5
06 Employers' Liability Stop Gap Coverage	3	SECTION III	6
A. Stop Gap Coverage Limited to Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming	3	01 Schedule of Covered States	6

SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.

4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief that an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

Bodily Injury by Accident	\$500,000	Each Accident
------------------------------	------------------	----------------------

Bodily Injury by Disease	\$500,000	Policy Limit
-----------------------------	------------------	---------------------

Bodily Injury by Disease	\$500,000	Each Employee
-----------------------------	------------------	----------------------

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

- A. We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom 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 anyone not named in the agreement.

- B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

Form WC 99 03 03 B Printed in U.S.A. (Ed. 8/00)

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III**1. SCHEDULE OF COVERED STATES**

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval.

C. Schedule of Covered States:

Policy #BA4603L568

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

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

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

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: July 19, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Amendment Four to the Encroachment Protection Agreement Between the Department of Navy, the Nature Conservancy, the Trust for Public Land, and the City of Oxnard (A-7734)

CONTACT: Jay Duncan, Public Works
jay.duncan@oxnard.org, 385-8387

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Fourth Amendment to the Encroachment Protection Agreement between the United States Department of the Navy, The Nature Conservancy, the Trust for Public Land and the City of Oxnard (A-7734).

BACKGROUND

In 2011, the Navy entered into an Encroachment Protection Agreement (Agreement) with The Nature Conservancy (TNC) and Trust for Public Land (TPL) for the purpose of acquiring long-term interests in lands within the vicinity of, or ecologically related to, Naval Base Ventura County (NBVC). On November 25, 2014, City Council approved joining the Agreement. This partnership seeks to obtain easements or other interests in land that preserve critical buffer areas to limit incompatible development and protect valuable habitat through the Department of Defense's Readiness and Environmental Protection Integration (REPI) Program.

The Agreement defines the procedures for the purchase of easements by the Navy from the City as an encroachment protection partner. The Agreement does not commit the Navy or City to any specific action, but allows for the pursuit of partnership opportunities such as the GREAT Program and Gateway Park.

4Th Amendment to Agmt. with Navy, Nature Conservancy, Trust for Public Lands
July 19, 2016
Page 2

The original Encroachment Protection Agreement between the Navy, TPL, and TNC was signed in 2011. Amendment One obligated additional federal funding to the Agreement. Amendment Two added the City of Oxnard to the Agreement to establish the City as an eligible entity for encroachment protection projects. Amendment Three also obligated additional federal funds toward the Agreement, but was approved prior to finalization of the City's entry to the Agreement. The Fourth Amendment currently under consideration extends the term of the Agreement for an additional five (5) years beyond its current September 30, 2016 expiration to September 30, 2021.

FINANCIAL IMPACT

There is no immediate financial impact for this item. If the City and the Navy partner on a project, the Navy will provide funding for purchase of an easement which has not yet been defined or assigned a value.

ATTACHMENTS:

Attachment A - Fourth Amendment to Agreement No. A-7734

Attachment B - Third Amendment to Agreement No. A-7734

Attachment C - Second Amendment to Agreement No. A-7734

Attachment D - First Amendment to Agreement No. A-7734

Attachment E - Original Agreement No. A-7734

ENCROACHMENT PROTECTION
· AGREEMENT
N6247311RP00229

BETWEEN

THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

AND

THE CITY OF OXNARD

AMENDMENT ONE – JULY 2012
AMENDMENT TWO – JULY 2015
AMENDMENT THREE- MARCH 2015
AMENDMENT FOUR – JUNE 2016

**Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)**

L.6.a

Encroachment Protection Agreement N6247311RP00229 ("Agreement") between the United States of America, acting by and through the Department of the Navy ("Navy") and The Nature Conservancy ("TNC") and The Trust for Public Land ("TPL") and the City of Oxnard, hereinafter collectively referred to as the "Parties" was executed by the Parties on September 30, 2011. The Agreement is hereby amended as follows:

1. Article V – "General Provisions," Section 501 Term is amended to extend the term of the Agreement by inserting the following therein:

"c. The term of the Agreement is extended for a period of five (5) years beginning on September 30, 2016 and ending on September 29, 2021, unless sooner terminated as provided herein, or unless renewed or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement."

2. Article V – "General Provisions," Section 502 Modification is hereby amended by inserting the following therein:

"Notwithstanding the foregoing, the NAVY may unilaterally amend the Agreement to document the Navy's obligation of additional funding to the Agreement."

3. All other terms and conditions remain in full force and effect.

**Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)**

L.6.a

Executed this _____ day of _____ 2016

FOR THE NAVY

BY: _____
DAVID B. BIXLER, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

**Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)**

L.6.a

Executed this _____ day of _____ 2016

FOR THE NATURE CONSERVANCY

**BY: _____
LILY VERDONE
Project Director**

**Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)**

L.6.a

Executed this _____ day of _____ 2016

FOR THE TRUST FOR PUBLIC LAND

**BY: _____
GINA FROMER
California State Director**

**Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)**

L.6.a

Executed this _____ day of _____ 2016

FOR THE CITY OF OXNARD

BY: _____
TIM FLYNN
Mayor

ATTEST:

Daniel Martinez
City Clerk

APPROVED AS TO FORM:

STEPHEN M. FISCHER
City Attorney

**ENCROACHMENT PROTECTION AGREEMENT
N6247311RP00229**

BETWEEN

THE UNITED STATES OF AMERICA

DEPARTMENT OF THE NAVY

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

AMENDMENT THREE (3)

AMENDMENT ONE: - JULY 2012

AMENDMENT TWO: - PENDING

AMENDMENT THREE: – MARCH 2015

**Encroachment Protection Agreement
N6247311RP00229
Amendment Three (3)**

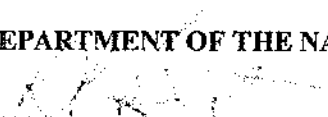
Encroachment Protection Agreement N6247311RP002329 ("Agreement") between the United States of America, acting by and through the Department of the Navy ("Navy") and The Nature Conservancy ("TNC"), and The Trust For Public Land ("TPL"), hereinafter collectively referred to as the "Parties" was executed by the Parties on July 25, 2012.

This Modification Three (3) modifies the Agreement as follows:

1. Article III – "Funding", Section 301, Funding Limitation is amended by inserting the following therein:
 - c. This clause memorializes that the Navy obligated additional funds in the amount of approximately One Million Two Hundred Thirty Seven Thousand Two Hundred and Fifty Dollars (\$1,237,250.00) into escrow toward the cost of the Navy acquiring Easements or Property Interests within the vicinity of Naval Base Ventura County on July 30, 2014.
 - d. The Navy will obligate additional funds in the amount of approximately Two Million Dollars (\$2,000,000.00) toward the cost of the Navy acquiring Easements or Property Interests within the vicinity of Naval Base Ventura County upon signature of this Amendment Three (3).
2. All other terms and conditions remain in full force and effect.

Executed this 11th day of April, 2015

FOR THE DEPARTMENT OF THE NAVY

By: 

DAVID B. BIXLER
Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest
San Diego, California

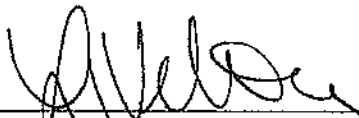
ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIATION	C. SUB HEAD	D. OBJ. CLASS	E. BU- CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AD	9714140100	KFES	0252	62470	A	068732	2D	AD000Q	AD011RP00235	\$1,237,250
AE	9715150100	KFES	0323	62470	A	068732	2D	AE000Q	AE011RP00235	\$2,000,000

**Encroachment Protection Agreement
N6247311RP00229
Amendment Three (3)**

Executed this 10th day of April, 2015

FOR THE NATURE CONSERVANCY

By:



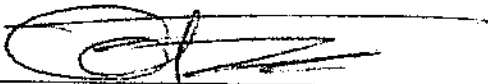
Lily Veldone, Project Director

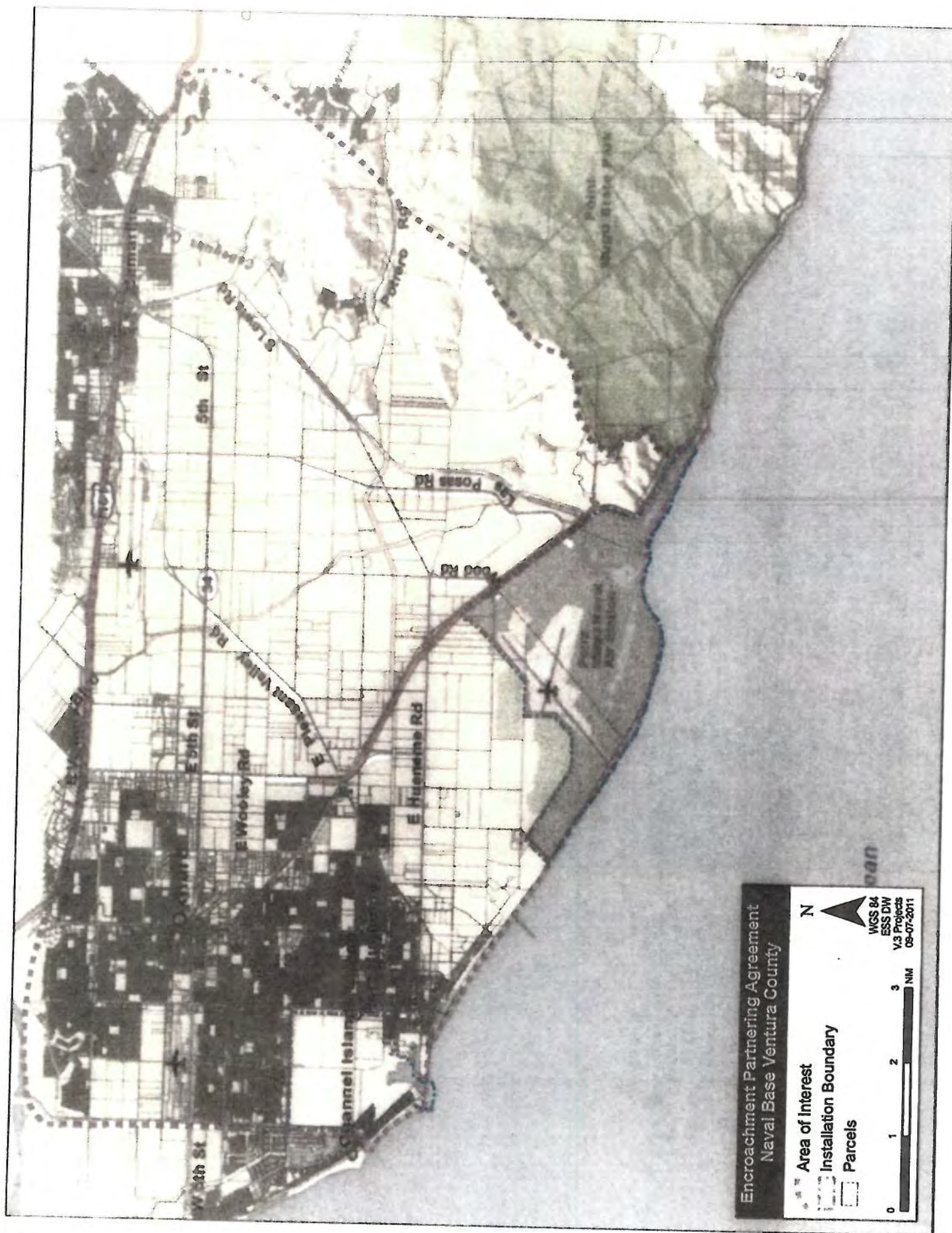
**Encroachment Protection Agreement
N6247311RP00229
Amendment Three (3)**

Executed this 11 day of MARCH, 2015

FOR THE TRUST FOR PUBLIC LANDS

By:


~~Sam Hodder~~, California State Director
GINA FROMER



ENCLOSURE (2)

**MODIFICATION TWO (2) TO
ENCROACHMENT PROTECTION AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY**

AND

AND THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

EXECUTED JULY 25, 2012

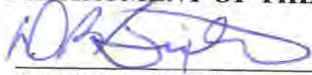
1. This Modification Two (2) modifies the agreement as follows:

In accordance with Article V, Section 504(b) titled "Successors and Assigns", the Parties agree to the addition of the City of Oxnard, California, a political subdivision of the State of California, as a partner to this agreement. The Parties further agree that all other parts of the agreement remain unchanged.

Executed this 9TH day of July, 2015

FOR THE DEPARTMENT OF THE NAVY

By:



DAVID B. BIXLER
Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest
San Diego, California

COUNCIL APPROVAL
DATE: _____ AGENDA# _____

Executed this 5th day of June, 2015

FOR THE NATURE CONSERVANCY

By:


Lily Verdone, Project Director

Executed this 23 day of June, 2015

FOR THE TRUST FOR PUBLIC LANDS

By:


Gina Fromer, California State Director

Executed this 25 day of November, 2014

FOR THE CITY OF OXNARD, CALIFORNIA

By:

Tim Flynn
Tim Flynn, Mayor

ATTEST:

Daniel Martinez
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

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

**ENCROACHMENT PROTECTION
AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY**

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

Amendment 1 – July 2012

PROJECT FILE
COPY - KR'S
SIGNATURE
≠ ORIGINAL

TABLE OF CONTENTS

ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

- Section 101 General
- Section 102 Scope

ARTICLE II - OBLIGATIONS OF THE PARTIES

- Section 201 General
- Section 202 Obligations of the Parties
- Section 203 Acquisition Process
- Section 204 Real Estate Appraisals
- Section 205 Land Surveys
- Section 206 Preliminary Title Reports and Title Insurance
- Section 207 Phase I Reports and Property Assessments
- Section 208 Sharing of Due Diligence Materials

ARTICLE III – FUNDING

- Section 301 Funding Limitation
- Section 302 Limitation on the Availability of Navy Funds for Obligation
- Section 303 Prohibitions on Interest; Payments by Federal Agency

ARTICLE IV – PAYMENT

- Section 401 Payment by Navy
- Section 402 Direct Federal Payment of Other Parties' Obligations

ARTICLE V - GENERAL PROVISIONS

- Section 501 Term of Agreement
- Section 502 Modification
- Section 503 Sole Benefit
- Section 504 Successors and Assigns
- Section 505 Entire Agreement
- Section 506 Severability
- Section 507 Waiver of Breach
- Section 508 Administration
- Section 509 Notices
- Section 510 Execution
- Section 511 Conflict of Interest
- Section 512 Access to and Retention of Records
- Section 513 Change of Circumstances
- Section 514 Liability and Indemnity
- Section 515 Reports
- Section 516 Negotiations

ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS

- Section 601 Applicable Law
- Section 602 Nondiscrimination
- Section 603 Lobbying
- Section 604 Drug-Free Work Place
- Section 605 Equal Employment Opportunity

ARTICLE VII - LEGAL AUTHORITY

- Section 701 Legal Authority

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION, AND APPEALS

- Section 801 Enforcement
- Section 802 Claims, Disputes Resolution and Appeals

ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101 General

a. This is a multiple-year Encroachment Protection Agreement ("**Agreement**") between The United States of America, acting by and through The Department of the Navy ("**Navy**"), The Nature Conservancy ("**TNC**"), and The Trust for Public Land ("**TPL**"), hereinafter collectively referred to as the Parties, concerning the identification and purchase of long-term interests in multiple parcels of land in furtherance of the objectives of this Agreement. The Parties have entered into this Agreement to establish the terms and conditions applicable to the contribution of Federal and non-Federal funds for acquisition of long-term interests in parcels of land in the vicinity of, or ecologically related to, Naval Base Ventura County and its Area of Interest ("**NBVC**") in California, in accordance with the provisions of Title 10 of the United States Code, §2684a.

b. This Agreement, including Attachment "A" (map) and "B" (Draft Restrictive Use Easement), includes the basic terms and conditions related to Navy's contribution of funds for the above-stated purpose. Attachments "A" and "B" are attached hereto and made an integral part of this Agreement.

c. Title 10 of the United States Code, §2684a (hereinafter, "**10 U.S.C. §2684a**") provides authority for the Navy to enter into agreements with eligible entities to share acquisition costs of real property in the vicinity of military installations for the purpose of preserving property that supports compatible land use in a manner that relieves or eliminates restrictions that inhibit military testing, operations or training, and/or limits development in the vicinity of military installations. As provided in 10 U.S.C. §2684a, the Navy intends to acquire Restrictive Use Easement(s) ("**Easement**") (or other mutually acceptable appropriate realty interests) in substantially the same form as contained in Attachment "B" to ensure that the property concerned is not developed and is used in a manner appropriate for the purposes of that section.

d. TNC and TPL are private entities that have, as their stated principal organizational purposes or goals, the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and meet the requirements of a section 501(c) charitable organization. Under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. TNC and TPL are hereinafter collectively referred to as "**Conservation Entities**," and each individually as a "**Conservation Entity**."

e. The Parties desire to acquire certain real property interests in multiple parcels of land (each a "**Property Interest**" or collectively "**Property Interests**") within the vicinity of NBVC for purposes that are consistent with their land and natural resources conservation objectives, preservation goals and the prevention of incompatible land development. Each acquisition would be accomplished with a transaction involving one or more Conservation Entity(ies) and the Navy and parcels of land acceptable and appropriate to the Navy and the Conservation Entity(ies) engaged in the particular transaction (in each case, the "**Transacting Conservation Entity**").

The Navy is willing to contribute Federal funds to assist in this acquisition initiative in accordance with 10 U.S.C. §2684a and applicable laws, regulations and guidance. It is anticipated that third parties, that are acceptable to the Parties, may provide to the Conservation Entities funds for the acquisitions described in this Agreement and acquire real property interests in the Properties identified in Attachment "A".

Section 102 Scope

The scope of this Agreement is to establish terms and conditions applicable to the contribution of funds to assist in the acquisition of Property Interests in various parcels of land as shown on Attachment "A" (each a "**Property**" or collectively the "**Properties**") in the vicinity of NBVC. Federal funds will be contributed in accordance with 10 U.S.C. §2684a and other applicable Federal laws, regulations and guidance. The contribution of Federal funds for acquisitions made pursuant to this Agreement is subject to the express written approval of the Secretary of Navy. The contribution of TNC and TPL funds for Property Interest acquisitions is in each case subject to the express written approval of TNC or TPL, in accordance with each organization's policies and procedures.

END - ARTICLE I

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201 General

a. The Parties intend to collaborate to limit land development that is incompatible with the current and future mission of NBVC and its use, and to preserve ecological and open space values by acquiring Property Interests. This Agreement in no manner restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. The Parties agree that it is mutually beneficial to develop procedures and criteria for acquisition of Easements or Property Interests, in conjunction with a viable program for acquisition of certain property rights which will serve the interests of the Parties by encouraging patterns of community growth in areas, and in a manner, that will not encroach upon the operations and mission of military uses of NBVC and will preserve ecological, and open space values.

c. Neither Conservation Entity will transfer to Navy, nor will Navy accept, responsibilities for land stewardship for any Property Interests acquired pursuant to this Agreement. However, as discussed in Section 203(i), the Parties may elect to discuss the sharing of costs and expenses for stewardship and/or monitoring of easements.

d. In accordance with the terms of the Easement or Property Interests of the Navy, either Conservation Entity shall have the right to transfer any Property Interest it acquires pursuant to this Agreement to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal. The transfer of any remaining Property Interests shall be subject to the Easement (or other mutually acceptable appropriate realty interests) in the property granted to the United States of America.

e. Neither Conservation Entity is in any manner an agent of the Federal Government. The Conservation Entities are each independent entities which may freely negotiate real estate actions and do so at their own risk. In transactions with the Navy, neither Conservation Entity shall incur any liability or responsibility for payment of any relocation or other benefits under the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646).

f. Any Party may elect to not consummate an acquisition contemplated under this Agreement if it determines at its sole discretion that there is a problem with the condition of title, hazardous materials or some other risk factor that renders an acquisition inconsistent with the Party's interests, mission or the law.

Section 202 Obligations of the Parties

a. The Conservation Entities will each work with the Navy and third parties to assist the Navy with its acquisition of Easements or Property Interests in accordance with the terms of this Agreement. In the event additional non-federal funds are available for the acquisition, and these funds require approval by the non-federal funder prior to any transfer of an interest in an acquired Property, the Transacting Conservation Entity will provide written approval from such non-federal funder of such transfer to Navy in form and substance satisfactory to Navy.

b. The Parties shall provide sufficient funds to pay their share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV and pursuant to Section 202(a) above.

c. Except for provisions of this Agreement that provide for approvals or determinations by any Party in its sole discretion, whenever the terms of this Agreement provide for coordination and/or approval by any of the Parties, the Parties will not unreasonably withhold such coordination and/or approval. Any request for action by any of the Parties shall be considered and acted upon in a timely fashion.

d. Payment obligations of the Navy are subject to the availability of Federal funds for any given purchase. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, or other applicable Federal law.

e. The obligations of the Conservation Entities are subject to each of the following conditions, and there shall be no obligation on the part of a Conservation Entity for a specific transaction until each of these conditions is met:

1. The Transacting Conservation Entity shall have authorized and approved, in its sole discretion, this Agreement and each of the proposed transactions the Transacting Conservation Entity may participate in under this Agreement;
2. The Transacting Conservation Entity and the Navy shall have identified and agreed in writing upon the acquisition of a specific Property Interest and the specific terms upon which the Navy will purchase the Easement or Property Interest;
3. All funds required for acquisition of a particular Property Interest shall be available;
4. The Transacting Conservation Entity shall have reviewed and approved, in the Transacting Conservation Entity's sole discretion, the environmental, hazardous materials, title and other conditions of each Property Interest to be acquired or conveyed under this Agreement, and;
5. The landowner under the relevant Purchase Agreement (as defined below) between the Transacting Conservation Entity and such landowner shall have performed his/her obligations and the Transacting Conservation Entity shall have acquired the relevant Property Interest from such landowner.

Section 203 Acquisition Process

a. The Navy shall examine Properties with each of the Conservation Entities and assign a selection priority to transactions that provide the greatest protection against encroachment for NBVC and protection of ecologically important areas. The primary focus will be lands within the Area of Interest of NBVC, as noted in Attachment "A".

b. Steps of Acquisition.

1. The Parties understand and agree that: (i) the Conservation Entities will each work as an independent entity in the acquisition of Property Interests and not as an agent or contractor of the Navy, and (ii) no Party has any financial or pecuniary liability to any other Party prior to receipt of necessary approvals and funding for the purchase and conveyance of the Property Interests described in this Agreement.

2. The Conservation Entities will separately endeavor to reach agreement on the terms and conditions of each purchase agreement or for the acquisition of certain Property Interests (in each case, a "Purchase Agreement"). Should one of the Conservation Entities decide to acquire a Property Interest, the Transacting Conservation Entity will separately conduct any and all negotiations with the landowner to develop and finalize the terms and conditions of the acquisition. If a Conservation Entity enters into a Purchase Agreement, or an arrangement by any other name to purchase a Property Interest, it shall provide copies of the fully executed Purchase Agreement (including terms of the purchase price) and any amendments to the Navy.

3. The relevant Transacting Conservation Entity shall ensure that each Purchase Agreement allows a period of at least 90 days for due diligence review that will allow for the completion of the transaction reviews by the Navy, preparation of deeds, easement(s) and/or any other conveyance documents, and the receipt of the Navy's written approval of the particular purchase by appropriate authority ("**Due Diligence Period**"). Upon the Transacting Conservation Entity's receipt of approval from its Board of Directors or other appropriate internal officer or body with the authority to approve the transaction, as applicable, the Navy and the Transacting Conservation Entity will proceed with the acquisition of the Easement or Property Interest. The Navy shall be the Grantee of an Easement or Property Interest when Navy funds are expended for such interest.

4. During the Due Diligence Period, the Transacting Conservation Entity and the Navy shall endeavor to reach agreement on the specific terms of the easement(s) and/or any other conveyance documents or related instruments the Navy and the Transacting Conservation Entity may need to acquire the applicable Property Interest and grant an Easement to the Navy. If the Navy and the Transacting Conservation Entity elect to proceed with an acquisition, then prior to the end of the Due Diligence Period, the Navy and the Transacting Conservation Entity shall execute a mutually acceptable conveyance agreement between the Navy and the Transacting Conservation Entity and proceed with the acquisition of the Property Interest and conveyance of an Easement or other Property Interest to the Navy.

5. The Parties acknowledge that a Conservation Entity may pursue (i) funding from a variety of sources, including foundations, landowners, individuals and corporations, or, (ii) State, local or Federal funding, as available. Subject to the prior written approval of the Navy, the precise terms of any particular Easement or other Property Interest may be modified to satisfy the requirements of any such third party funding sources.

c. Acquisition of a Property Interest pursuant to this Agreement may only be accomplished with the voluntary consent of the landowner to the transaction.

d. Title to Property Interests acquired must be in an acceptable form and quality to the Navy and the Transacting Conservation Entity. Title to an Easement or Property Interest acquired by the Navy shall comply with the current version of the "United States Department of Justice Title Standards" to be acceptable to the Navy.

e. As described below, with each transaction the Navy and the Transacting Conservation Entity shall provide each other such real estate due diligence documentation as is developed by or for the Navy or the Transacting Conservation Entity with respect to the Transacting Conservation Entity's acquisition of the Property Interest from landowner and the transfer of an Easement to the Navy, including: real property surveys (if applicable), environmental site assessment(s) (if applicable and as defined below), the fee simple appraisal (as defined below) title reports and copies of underlying exceptions.

f. The amount of the Navy's contribution toward an acquisition shall be as permitted under the provisions of 10 U.S.C. §2684a, as it may be amended from time to time, and the lesser of the following:

(1) Seventy-five percent (75%) of the fair market value of a Property Interest less than fee simple acquired by the Transacting Conservation Entity as determined in an Appraisal; or

(2) the amount equal to the fair market value of an Easement to be transferred to the Navy; or

(3) the actual purchase price described in a Purchase Agreement between the Transacting Conservation Entity and a landowner for the acquisition of a Property Interest from the landowner.

The Navy or the Transacting Conservation Entity may elect to not proceed with any particular acquisition if it concludes, at its sole and absolute discretion, that the contribution it would have to make would be inconsistent with its goals and objectives.

g. The Transacting Conservation Entity shall pay for the costs and expenses for document preparation, transfer and recording fees and other closing costs associated with a landowner's conveyance of a Property Interest to the Transacting Conservation Entity. The Navy shall pay for the costs and closing costs for document preparation, transfer and recording fees and other expenses associated with the Transacting Conservation Entity's conveyance of an Easement or Property Interest to the Navy. Costs or expenses borne by the Navy and the Transacting Conservation Entity not otherwise provided for in this Agreement will be borne by the Party incurring same and will not form the basis for claim, compensation, or reimbursement between the Navy and the Transacting Conservation Entity. The Navy shall neither pay nor reimburse any third party for city, town, or county property taxes and/or assessments.

h. The Parties agree that the Easement or Property Interest acquired by the Navy shall be appropriately conveyed so as to run with the land in perpetuity.

i. The Navy and a Transacting Conservation Entity may elect to discuss the potential to share costs and expenses for items such as title reports; environmental assessments, if required; stewardship costs, and/or monitoring of easement costs. Nothing in this agreement shall be construed to obligate the Navy, TNC, or TPL to share any of these costs as a result of this Agreement

j. The Parties agree to designate and contract for title and escrow services with one firm acceptable to both the Navy and the Conservation Entities.

k. Relocation assistance.

1. Pursuant to statutory authority, acquisition of any Property Interest under this Agreement must be with the voluntary consent of the landowner. The Navy is not required to provide relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1907 (42 U.S.C. Section 4601 et seq.) where (a) a landowner sells his

or her land voluntarily, or: (b) where such an acquisition is conducted by a non-governmental party without eminent domain powers using Federal funding assistance.

2. The Navy shall have no obligation to pay or reimburse any relocation assistance which may be required to be paid under state law.

1. Each of the Parties agrees to obtain approval from the other Parties before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

Section 204 Real Estate Appraisals

a. The Transacting Conservation Entity may provide the Navy an appraisal for the relevant Property Interests during each Due Diligence Period (each an "Appraisal"). The Appraisal may include, as appropriate, the fair market value of the fee simple estate of the Property, unencumbered by the proposed restrictions, and the fair market value of the Property Interest and/or Easement to be acquired by the Navy and the Transacting Conservation Entity.

b. The Navy will contribute 50% of the cost of any such Appraisal agreed to by participating Parties in advance.

c. Navy has no obligation under this Agreement to perform any appraisals or to use the Transacting Conservation Entity's appraisal(s) but reserves the right to do so.

Section 205 Land Surveys

a. The Navy and the Transacting Conservation Entity shall have the right, but not the obligation, to obtain a real property survey of any or all of the Property Interests at its sole expense. The survey shall be completed within the applicable due diligence deadlines agreed upon by the Navy and the Transacting Conservation Entity. The survey will be completed in accordance with State of California land survey recordation requirements based on a scope of work satisfactory to both the Navy and the Transacting Conservation Entity. The survey shall be sufficient to enable the Title Insurer to delete all standard exceptions to coverage under the Title Policy with respect to surveys.

b. The survey shall determine the exact acreage and location of parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area(s) to be encumbered by the Easement or Property Interests. The survey shall have a corresponding legal description containing all metes and bounds reflected on the survey plat.

c. The Navy requires any such survey to be certified by the California Public Land Surveyor who conducts the survey.

Section 206 Preliminary Title Reports and Title Insurance

a. Navy will pay for and obtain preliminary title reports for the Property Interests. Navy shall share with the Transacting Conservation Entity all title information at the time it is received or obtained.

b. The Navy and the Transacting Conservation Entity shall each be responsible for acquiring its own Title Insurance at its own expense. If either the Navy's or the Transacting Conservation Entity's reviewing attorneys' title examination reveals any exception to the Property Interests being acquired that is objectionable and that Party is not willing to waive such defect in title, the Transacting Conservation Entity will notify the landowner of such title defects. Upon notification, the landowner will have forty-five (45) calendar days to cure, or to cause to be cured, the title defects. If the landowner cannot cure or cause to be cured any title defect(s) within forty-five (45) calendar days (or a longer period to which the Navy and the Transacting Conservation Entity agree), then either the Navy or the Transacting Conservation Entity may abandon the acquisition pursuant to this Agreement.

c. Upon Navy's payment of the acquisition cost, in accordance with this Agreement, an Easement or Property Interest shall be conveyed to the Navy and duly recorded.

Section 207 Phase One Reports and Property Assessments

a. The Transacting Conservation Entity may obtain a Phase I Environmental Site Assessment ("**Phase I**") for the Property Interest to be acquired during each Due Diligence Period. The Transacting Conservation Entity shall share the Phase I with the Navy and the Phase I shall be subject to the acceptance of both the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the environmental professional who will complete the Phase I. The Navy will contribute 50% of the cost of any such Phase I agreed to in advance by the participating Parties.

b. If a preliminary title report describes any condition that may affect the intended acquisition of the Property interest, including but not necessarily limited to mineral rights assessments, the Navy and the Transacting Conservation Entity may agree to obtain assessments necessary to evaluate the acquisition of the relevant Property Interest during the Due Diligence Period. The Transacting Conservation Entity shall obtain and share any such assessment with the Navy and the assessment shall be subject to the acceptance of the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the third party who will complete the assessment. The Navy will contribute 50% of the cost of any such assessment agreed to in advance by the participating Parties.

Section 208**Sharing of Due Diligence Materials**

Prior to the end of the Due Diligence Period pursuant to this Agreement (or upon acquisition of the relevant documents if the documents are acquired after the end of the Due Diligence Period), the Navy and the Transacting Conservation Entity shall share with each other any, preliminary title reports, Phase I's, mineral interest assessments or surveys each may have with respect to whether to proceed with the applicable transaction.

END - ARTICLE II**ARTICLE III – FUNDING****Section 301****Funding Limitation**

a. The Navy will obligate funds in the amount of approximately \$ \$4,650,000 (four million six hundred fifty thousand dollars) toward the cost of the Navy acquiring Easements or Property Interests within the Area of Interest upon signature of this Agreement. The Navy's funds shall be deposited in one or more escrow accounts to be managed by Navy's designated Escrow Agent. Funds shall be distributed to the Transacting Conservation Entity as required for each closing of the acquisition of an Easement or Property Interest in a property subject to this Agreement. Additional funding, if any, under this Agreement shall be accomplished by a written modification of this Agreement.

b. The Navy shall notify both Conservation Entities when additional funds are deposited in escrow and available for expenditure under this Agreement. Such funding by the Navy is subject to the availability of appropriated funds. The Navy is under no obligation to deposit additional funds in escrow.

Section 302**Limitation on the Availability of Navy Funds for Obligation**

Other than the use of funds for acquiring Property Interests and allowable costs incurred by the Parties in performance of this Agreement, the Parties intend that the Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs or other incidental expenses shall be due the landowner from Navy for any such payments to a third-party unless expressly agreed to by subsequent written agreement of the Parties.

Section 303**Prohibitions on Interest Payments by Federal Agency**

The Navy shall not pay either Conservation Entity any interest incurred or foregone by the Conservation Entity as a result of its participation in land acquisition transactions.

END - ARTICLE III

ARTICLE IV - PAYMENT

Section 401 Payment by Navy

a. Navy will make available to the Transacting Conservation Entity the Navy's share of allowable costs and acquisition funds from escrow pursuant to this Agreement in a timely manner upon the Navy's Real Estate Contracting Officer ("RECO") authorization.

b. The funds provided by Navy are to be used solely by the Conservation Entities for the items of allowable costs incurred in the performance of this Agreement.

c. The Parties acknowledge that the properties subject to this Agreement, if acceptable to the Navy and the Transacting Conservation Entity, and successfully negotiated for acquisition by the Transacting Conservation Entity, cannot be acquired until the acquisition funds are received from the Navy and the Navy has authorized the expenditure of such funds.

d. The Transacting Conservation Entity through the Navy's designated local real estate representative, shall promptly deliver to the RECO, Naval Facilities Engineering Command Southwest, San Diego, California ("NAVFAC SW"), an accounting of funding and disbursements to be made under this Agreement for each Property Interest acquisition. The accounting shall be in the form of a closing statement or statements for each Property Interest acquisition for which Navy funds are to be expended. Appropriate payment documents, such as vouchers or closing statements, for allowable costs shall be submitted to Navy at least twenty one (21) calendar days prior to the closing scheduled for each Property Interest.

e. The Parties shall make records and accounts pertaining to this Agreement available for inspection by Federal auditors and other authorized Federal government officials as may be required by the RECO.

Section 402 Direct Federal Payment of Other Parties' Obligations

In no event, shall Navy make direct payment to any Conservation Entity's agent, contractor, employee, contractor employee, or vendor for any costs incurred by the Conservation Entity under this Agreement, except for such payments as may be made to or through the escrow company designated by the Navy.

END - ARTICLE IV

ARTICLE V - GENERAL PROVISIONS

Section 501 Term of Agreement

a. This Agreement will remain in effect until five years from the date of execution of this Agreement unless sooner terminated as provided herein, or unless renewed, amended or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement.

b. This Agreement may be terminated: (1) at any time by mutual agreement of the Parties, or; (2) by any Party with thirty (30) calendar days advance written notice to the other Parties.

Section 502 Modification

This Agreement may be modified only by a written instrument signed by the all Parties hereto.

Section 503 Sole Benefit

This Agreement is intended for the sole benefit of the Navy and the Conservation Entities and is not intended to create any other beneficiaries.

Section 504 Successors and Assigns

a. This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

b. This Agreement may be modified from time to time to include additional parties. Such modification(s) shall conform with the requirements of 10 U.S.C. §2684a and shall require the express written consent of the original Parties. All covenants made under this Agreement by the Conservation Entities shall be binding on, and acknowledged by, any future party to this Agreement.

Section 505 Entire Agreement

This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Section 506 Severability

If any provision of this Agreement is judicially held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 507 Waiver of Breach

If a Party waives enforcement of any provision of this Agreement upon any event of breach by another Party, the waiver shall not automatically extend to any additional or future occurrences of breach. The Parties' respective right to the future performance of any such provision(s) and their obligations in respect to such future performance shall continue in full force and effect.

Section 508 Administration

Except as otherwise provided for under this Agreement, the RECO of NAVFAC SW shall have complete charge of the administration of this Agreement on behalf of the Navy, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the Navy are affected.

Section 509 Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the relevant Party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

For the Navy

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Director, Real Estate Services

For TNC

The Nature Conservancy
California Regional Office
201 Mission St., 4th Floor
San Francisco, CA 94105
Attn: Legal Department

For TPL

The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104
Attn: Legal Department

Section 510 Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 511 Conflict of Interest

The Parties shall ensure that their employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 512 Access to and Retention of Records

a. Each Conservation Entity shall afford any authorized representative of the Navy, the Department of Defense, or the United States Comptroller General access to and the right to examine, audit, or reproduce all closing statements and escrow instructions relating to the acquisition of a Property Interest by the Conservation Entity. For each acquisition for which the Conservation Entity was the Transacting Conservation Entity, it shall retain all such records of each acquisition intact, in a legible, certified true form, if not original documents, until three (3) years after the date of each acquisition to which such records pertain.

b. The Parties shall make available records relating to appeals under Article VIII (Enforcement of Claims, Disputes Resolution, and Appeals) of this Agreement or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

Section 513 Change of Circumstances

Each Party shall promptly notify the other Parties of any change of circumstances, pending litigation, or any other event or condition that may adversely affect the Party's ability to carry out any of its obligations under this Agreement.

Section 514 Liability and Indemnity

Nothing in this Agreement shall be construed as an indemnification by one Party of another Party for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable Federal law. (Also see Section 601 of this Agreement.)

Section 515 Reports

In addition to any financial or other reports required by the terms of this Agreement, the Navy may require either Conservation Entity, and either Conservation Entity may require the Navy, to prepare reports or provide information relating to this Agreement. TNC, TPL or the Navy, as the case may be, agree to provide the reports within a reasonable time of request and in such reasonable detail as may be required by the requesting Party. A "reasonable time" for purposes of this Section 515 shall be a period not to exceed forty-five (45) days, unless a longer period of time is granted by the requesting Party in writing.

Section 516 Negotiations

Negotiations with the owners of all parcels will be conducted by the Transacting Conservation Entity, or its authorized representative, in a manner that will assure the most favorable price and terms are obtained for the participating Parties.

END - ARTICLE V**ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS**

The Parties are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds.

Section 601 Applicable Law

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to applicable Federal law.

Section 602 Nondiscrimination

The Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Parties' performance under this Agreement, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Parties agree to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DoD regulations (32 CFR Part 300) issued hereunder;
- b. Executive Order 11246 and Department of Labor regulations issued hereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD Regulations issued hereunder (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued pursuant to the Age Discrimination Act. (See 45 CFR Part 90).

Section 603 Lobbying

a. The Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 604 Drug-Free Work Place

a. The Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Parties covenant and agree to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 605 Equal Employment Opportunity

The Parties agree to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

END - ARTICLE VI

ARTICLE VII - LEGAL AUTHORITY

Section 701 Legal Authority

No Party is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder its fulfillment of its obligations under this Agreement.

END - ARTICLE VII

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 801 Enforcement

The Parties may take such actions to enforce the terms of this Agreement as may be authorized by Federal law.

Section 802 Claims, Disputes Resolution and Appeals

a. Any claim against the Navy made by TNC or TPL arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Any claim by any Party shall be made within sixty (60) calendar days after the basis of the claim is known or should have been known, whichever is earlier. It is each Party's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the RECO shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within sixty (60) calendar days of the date of the receipt of a claim. The determination shall be final unless appealed by TNC or TPL pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is Navy policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If TNC or TPL decides to appeal a RECO's decision, the RECO shall encourage TNC or TPL to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Appeals.

1. Appeal Authority. The Navy shall designate an Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. TNC or TPL has the right to appeal a RECO's decision to the Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. TNC or TPL may appeal a decision of the RECO within ninety (90) calendar days of receiving that decision, by filing a written notice of appeal to the Appeal Authority and to the RECO.

(b) Appeal file. Within thirty (30) calendar days of receiving the notice of appeal, the RECO shall forward to the Appeal Authority and TNC or TPL the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

(d) Nothing in this section is intended to limit TNC's, TPL's, or the Navy's right to any remedy under Federal law or in equity in an appropriate Federal forum.

Executed this 25th day of July, 2011

FOR THE NAVY

BY: Karen P. Ringel
Karen P. Ringel, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

Executed this 12th day of July, 2011

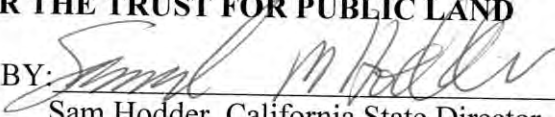
FOR THE NATURE CONSERVANCY

BY: _____

Lily Verdone, Project Director

Executed this 9th day of July, 2011

FOR THE TRUST FOR PUBLIC LAND

BY: 

Sam Hodder, California State Director

END - ARTICLE VIII

**ENCROACHMENT PROTECTION
AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY**

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

TABLE OF CONTENTS

ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

- Section 101 General
- Section 102 Scope

ARTICLE II - OBLIGATIONS OF THE PARTIES

- Section 201 General
- Section 202 Obligations of the Parties
- Section 203 Acquisition Process
- Section 204 Real Estate Appraisals
- Section 205 Land Surveys
- Section 206 Preliminary Title Reports and Title Insurance
- Section 207 Phase I Reports and Property Assessments
- Section 208 Sharing of Due Diligence Materials

ARTICLE III – FUNDING

- Section 301 Funding Limitation
- Section 302 Limitation on the Availability of Navy Funds for Obligation
- Section 303 Prohibitions on Interest; Payments by Federal Agency

ARTICLE IV – PAYMENT

- Section 401 Payment by Navy
- Section 402 Direct Federal Payment of Other Parties' Obligations

ARTICLE V - GENERAL PROVISIONS

- Section 501 Term of Agreement
- Section 502 Modification
- Section 503 Sole Benefit
- Section 504 Successors and Assigns
- Section 505 Entire Agreement
- Section 506 Severability
- Section 507 Waiver of Breach
- Section 508 Administration
- Section 509 Notices
- Section 510 Execution
- Section 511 Conflict of Interest
- Section 512 Access to and Retention of Records
- Section 513 Change of Circumstances
- Section 514 Liability and Indemnity
- Section 515 Reports
- Section 516 Negotiations

ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS

- Section 601 Applicable Law
- Section 602 Nondiscrimination
- Section 603 Lobbying
- Section 604 Drug-Free Work Place
- Section 605 Equal Employment Opportunity

ARTICLE VII - LEGAL AUTHORITY

- Section 701 Legal Authority

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION, AND APPEALS

- Section 801 Enforcement
- Section 802 Claims, Disputes Resolution and Appeals

ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101 General

a. This is a multiple-year Encroachment Protection Agreement (“**Agreement**”) between The United States of America, acting by and through The Department of the Navy (“**Navy**”), The Nature Conservancy (“**TNC**”), and The Trust for Public Land (“**TPL**”), hereinafter collectively referred to as the Parties, concerning the identification and purchase of long-term interests in multiple parcels of land in furtherance of the objectives of this Agreement. The Parties have entered into this Agreement to establish the terms and conditions applicable to the contribution of Federal and non-Federal funds for acquisition of long-term interests in parcels of land in the vicinity of, or ecologically related to, Naval Base Ventura County and its Area of Interest (“**NBVC**”) in California, in accordance with the provisions of Title 10 of the United States Code, §2684a.

b. This Agreement, including Attachment “A” (map) and “B” (Draft Restrictive Use Easement), includes the basic terms and conditions related to Navy's contribution of funds for the above-stated purpose. Attachments “A” and “B” are attached hereto and made an integral part of this Agreement.

c. Title 10 of the United States Code, §2684a (hereinafter, “**10 U.S.C. §2684a**”) provides authority for the Navy to enter into agreements with eligible entities to share acquisition costs of real property in the vicinity of military installations for the purpose of preserving property that supports compatible land use in a manner that relieves or eliminates restrictions that inhibit military testing, operations or training, and/or limits development in the vicinity of military installations. As provided in 10 U.S.C. §2684a, the Navy intends to acquire Restrictive Use Easement(s) (“**Easement**”) (or other mutually acceptable appropriate realty interests) in substantially the same form as contained in Attachment “B” to ensure that the property concerned is not developed and is used in a manner appropriate for the purposes of that section.

d. TNC and TPL are private entities that have, as their stated principal organizational purposes or goals, the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and meet the requirements of a section 501(c) charitable organization. Under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. TNC and TPL are hereinafter collectively referred to as “**Conservation Entities**,” and each individually as a “**Conservation Entity**.”

e. The Parties desire to acquire certain real property interests in multiple parcels of land (each a “**Property Interest**” or collectively “**Property Interests**”) within the vicinity of NBVC for purposes that are consistent with their land and natural resources conservation objectives, preservation goals and the prevention of incompatible land development. Each acquisition would be accomplished with a transaction involving one or more Conservation Entity(ies) and the Navy and parcels of land acceptable and appropriate to the Navy and the Conservation Entity(ies) engaged in the particular transaction (in each case, the “**Transacting Conservation Entity**”).

The Navy is willing to contribute Federal funds to assist in this acquisition initiative in accordance with 10 U.S.C. §2684a and applicable laws, regulations and guidance. It is anticipated that third parties, that are acceptable to the Parties, may provide to the Conservation Entities funds for the acquisitions described in this Agreement and acquire real property interests in the Properties identified in Attachment "A".

Section 102 Scope

The scope of this Agreement is to establish terms and conditions applicable to the contribution of funds to assist in the acquisition of Property Interests in various parcels of land as shown on Attachment "A" (each a "**Property**" or collectively the "**Properties**") in the vicinity of NBVC. Federal funds will be contributed in accordance with 10 U.S.C. §2684a and other applicable Federal laws, regulations and guidance. The contribution of Federal funds for acquisitions made pursuant to this Agreement is subject to the express written approval of the Secretary of Navy. The contribution of TNC and TPL funds for Property Interest acquisitions is in each case subject to the express written approval of TNC or TPL, in accordance with each organization's policies and procedures.

END - ARTICLE I

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201 General

a. The Parties intend to collaborate to limit land development that is incompatible with the current and future mission of NBVC and its use, and to preserve ecological and open space values by acquiring Property Interests. This Agreement in no manner restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. The Parties agree that it is mutually beneficial to develop procedures and criteria for acquisition of Easements or Property Interests, in conjunction with a viable program for acquisition of certain property rights which will serve the interests of the Parties by encouraging patterns of community growth in areas, and in a manner, that will not encroach upon the operations and mission of military uses of NBVC and will preserve ecological, and open space values.

c. Neither Conservation Entity will transfer to Navy, nor will Navy accept, responsibilities for land stewardship for any Property Interests acquired pursuant to this Agreement. However, as discussed in Section 203(i), the Parties may elect to discuss the sharing of costs and expenses for stewardship and/or monitoring of easements.

d. In accordance with the terms of the Easement or Property Interests of the Navy, either Conservation Entity shall have the right to transfer any Property Interest it acquires pursuant to this Agreement to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal. The transfer of any remaining Property Interests shall be subject to the Easement (or other mutually acceptable appropriate realty interests) in the property granted to the United States of America.

e. Neither Conservation Entity is in any manner an agent of the Federal Government. The Conservation Entities are each independent entities which may freely negotiate real estate actions and do so at their own risk. In transactions with the Navy, neither Conservation Entity shall incur any liability or responsibility for payment of any relocation or other benefits under the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646).

f. Any Party may elect to not consummate an acquisition contemplated under this Agreement if it determines at its sole discretion that there is a problem with the condition of title, hazardous materials or some other risk factor that renders an acquisition inconsistent with the Party's interests, mission or the law.

Section 202 Obligations of the Parties

a. The Conservation Entities will each work with the Navy and third parties to assist the Navy with its acquisition of Easements or Property Interests in accordance with the terms of this Agreement. In the event additional non-federal funds are available for the acquisition, and these funds require approval by the non-federal funder prior to any transfer of an interest in an acquired Property, the Transacting Conservation Entity will provide written approval from such non-federal funder of such transfer to Navy in form and substance satisfactory to Navy.

b. The Parties shall provide sufficient funds to pay their share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV and pursuant to Section 202(a) above.

c. Except for provisions of this Agreement that provide for approvals or determinations by any Party in its sole discretion, whenever the terms of this Agreement provide for coordination and/or approval by any of the Parties, the Parties will not unreasonably withhold such coordination and/or approval. Any request for action by any of the Parties shall be considered and acted upon in a timely fashion.

d. Payment obligations of the Navy are subject to the availability of Federal funds for any given purchase. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, or other applicable Federal law.

e. The obligations of the Conservation Entities are subject to each of the following conditions, and there shall be no obligation on the part of a Conservation Entity for a specific transaction until each of these conditions is met:

1. The Transacting Conservation Entity shall have authorized and approved, in its sole discretion, this Agreement and each of the proposed transactions the Transacting Conservation Entity may participate in under this Agreement;

2. The Transacting Conservation Entity and the Navy shall have identified and agreed in writing upon the acquisition of a specific Property Interest and the specific terms upon which the Navy will purchase the Easement or Property Interest;

3. All funds required for acquisition of a particular Property Interest shall be available;

4. The Transacting Conservation Entity shall have reviewed and approved, in the Transacting Conservation Entity's sole discretion, the environmental, hazardous materials, title and other conditions of each Property Interest to be acquired or conveyed under this Agreement, and;

5. The landowner under the relevant Purchase Agreement (as defined below) between the Transacting Conservation Entity and such landowner shall have performed his/her obligations and the Transacting Conservation Entity shall have acquired the relevant Property Interest from such landowner.

Section 203 Acquisition Process

a. The Navy shall examine Properties with each of the Conservation Entities and assign a selection priority to transactions that provide the greatest protection against encroachment for NBVC and protection of ecologically important areas. The primary focus will be lands within the Area of Interest of NBVC, as noted in Attachment "A".

b. Steps of Acquisition.

1. The Parties understand and agree that: (i) the Conservation Entities will each work as an independent entity in the acquisition of Property Interests and not as an agent or contractor of the Navy, and (ii) no Party has any financial or pecuniary liability to any other Party prior to receipt of necessary approvals and funding for the purchase and conveyance of the Property Interests described in this Agreement.

2. The Conservation Entities will separately endeavor to reach agreement on the terms and conditions of each purchase agreement or for the acquisition of certain Property Interests (in each case, a "Purchase Agreement"). Should one of the Conservation Entities decide to acquire a Property Interest, the Transacting Conservation Entity will separately conduct any and all negotiations with the landowner to develop and finalize the terms and conditions of the acquisition. If a Conservation Entity enters into a Purchase Agreement, or an arrangement by any other name to purchase a Property Interest, it shall provide copies of the fully executed Purchase Agreement (including terms of the purchase price) and any amendments to the Navy.

3. The relevant Transacting Conservation Entity shall ensure that each Purchase Agreement allows a period of at least 90 days for due diligence review that will allow for the completion of the transaction reviews by the Navy, preparation of deeds, easement(s) and/or any other conveyance documents, and the receipt of the Navy's written approval of the particular purchase by appropriate authority ("**Due Diligence Period**"). Upon the Transacting Conservation Entity's receipt of approval from its Board of Directors or other appropriate internal officer or body with the authority to approve the transaction, as applicable, the Navy and the Transacting Conservation Entity will proceed with the acquisition of the Easement or Property Interest. The Navy shall be the Grantee of an Easement or Property Interest when Navy funds are expended for such interest.

4. During the Due Diligence Period, the Transacting Conservation Entity and the Navy shall endeavor to reach agreement on the specific terms of the easement(s) and/or any other conveyance documents or related instruments the Navy and the Transacting Conservation Entity may need to acquire the applicable Property Interest and grant an Easement to the Navy. If the Navy and the Transacting Conservation Entity elect to proceed with an acquisition, then prior to the end of the Due Diligence Period, the Navy and the Transacting Conservation Entity shall execute a mutually acceptable conveyance agreement between the Navy and the Transacting Conservation Entity and proceed with the acquisition of the Property Interest and conveyance of an Easement or other Property Interest to the Navy.

5. The Parties acknowledge that a Conservation Entity may pursue (i) funding from a variety of sources, including foundations, landowners, individuals and corporations, or, (ii) State, local or Federal funding, as available. Subject to the prior written approval of the Navy, the precise terms of any particular Easement or other Property Interest may be modified to satisfy the requirements of any such third party funding sources.

c. Acquisition of a Property Interest pursuant to this Agreement may only be accomplished with the voluntary consent of the landowner to the transaction.

d. Title to Property Interests acquired must be in an acceptable form and quality to the Navy and the Transacting Conservation Entity. Title to an Easement or Property Interest acquired by the Navy shall comply with the current version of the "United States Department of Justice Title Standards" to be acceptable to the Navy.

e. As described below, with each transaction the Navy and the Transacting Conservation Entity shall provide each other such real estate due diligence documentation as is developed by or for the Navy or the Transacting Conservation Entity with respect to the Transacting Conservation Entity's acquisition of the Property Interest from landowner and the transfer of an Easement to the Navy, including: real property surveys (if applicable), environmental site assessment(s) (if applicable and as defined below), the fee simple appraisal (as defined below) title reports and copies of underlying exceptions.

f. The amount of the Navy's contribution toward an acquisition shall be as permitted under the provisions of 10 U.S.C. §2684a, as it may be amended from time to time, and the lesser of the following:

(1) Seventy-five percent (75%) of the fair market value of a Property Interest less than fee simple acquired by the Transacting Conservation Entity as determined in an Appraisal; or

(2) the amount equal to the fair market value of an Easement to be transferred to the Navy; or

(3) the actual purchase price described in a Purchase Agreement between the Transacting Conservation Entity and a landowner for the acquisition of a Property Interest from the landowner.

The Navy or the Transacting Conservation Entity may elect to not proceed with any particular acquisition if it concludes, at its sole and absolute discretion, that the contribution it would have to make would be inconsistent with its goals and objectives.

g. The Transacting Conservation Entity shall pay for the costs and expenses for document preparation, transfer and recording fees and other closing costs associated with a landowner's conveyance of a Property Interest to the Transacting Conservation Entity. The Navy shall pay for the costs and closing costs for document preparation, transfer and recording fees and other expenses associated with the Transacting Conservation Entity's conveyance of an Easement or Property Interest to the Navy. Costs or expenses borne by the Navy and the Transacting Conservation Entity not otherwise provided for in this Agreement will be borne by the Party incurring same and will not form the basis for claim, compensation, or reimbursement between the Navy and the Transacting Conservation Entity. The Navy shall neither pay nor reimburse any third party for city, town, or county property taxes and/or assessments.

h. The Parties agree that the Easement or Property Interest acquired by the Navy shall be appropriately conveyed so as to run with the land in perpetuity.

i. The Navy and a Transacting Conservation Entity may elect to discuss the potential to share costs and expenses for items such as title reports; environmental assessments, if required; stewardship costs, and/or monitoring of easement costs. Nothing in this agreement shall be construed to obligate the Navy, TNC, or TPL to share any of these costs as a result of this Agreement

j. The Parties agree to designate and contract for title and escrow services with one firm acceptable to both the Navy and the Conservation Entities.

k. Relocation assistance.

1. Pursuant to statutory authority, acquisition of any Property Interest under this Agreement must be with the voluntary consent of the landowner. The Navy is not required to provide relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1907 (42 U.S.C. Section 4601 et seq.) where (a) a landowner sells his

or her land voluntarily, or; (b) where such an acquisition is conducted by a non-governmental party without eminent domain powers using Federal funding assistance.

2. The Navy shall have no obligation to pay or reimburse any relocation assistance which may be required to be paid under state law.

1. Each of the Parties agrees to obtain approval from the other Parties before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

Section 204 Real Estate Appraisals

a. The Transacting Conservation Entity may provide the Navy an appraisal for the relevant Property Interests during each Due Diligence Period (each an "Appraisal"). The Appraisal may include, as appropriate, the fair market value of the fee simple estate of the Property, unencumbered by the proposed restrictions, and the fair market value of the Property Interest and/or Easement to be acquired by the Navy and the Transacting Conservation Entity.

b. The Navy will contribute 50% of the cost of any such Appraisal agreed to by participating Parties in advance.

c. Navy has no obligation under this Agreement to perform any appraisals or to use the Transacting Conservation Entity's appraisal(s) but reserves the right to do so.

Section 205 Land Surveys

a. The Navy and the Transacting Conservation Entity shall have the right, but not the obligation, to obtain a real property survey of any or all of the Property Interests at its sole expense. The survey shall be completed within the applicable due diligence deadlines agreed upon by the Navy and the Transacting Conservation Entity. The survey will be completed in accordance with State of California land survey recordation requirements based on a scope of work satisfactory to both the Navy and the Transacting Conservation Entity. The survey shall be sufficient to enable the Title Insurer to delete all standard exceptions to coverage under the Title Policy with respect to surveys.

b. The survey shall determine the exact acreage and location of parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area(s) to be encumbered by the Easement or Property Interests. The survey shall have a corresponding legal description containing all metes and bounds reflected on the survey plat.

c. The Navy requires any such survey to be certified by the California Public Land Surveyor who conducts the survey.

Section 206 Preliminary Title Reports and Title Insurance

a. Navy will pay for and obtain preliminary title reports for the Property Interests. Navy shall share with the Transacting Conservation Entity all title information at the time it is received or obtained.

b. The Navy and the Transacting Conservation Entity shall each be responsible for acquiring its own Title Insurance at its own expense. If either the Navy's or the Transacting Conservation Entity's reviewing attorneys' title examination reveals any exception to the Property Interests being acquired that is objectionable and that Party is not willing to waive such defect in title, the Transacting Conservation Entity will notify the landowner of such title defects. Upon notification, the landowner will have forty-five (45) calendar days to cure, or to cause to be cured, the title defects. If the landowner cannot cure or cause to be cured any title defect(s) within forty-five (45) calendar days (or a longer period to which the Navy and the Transacting Conservation Entity agree), then either the Navy or the Transacting Conservation Entity may abandon the acquisition pursuant to this Agreement.

c. Upon Navy's payment of the acquisition cost, in accordance with this Agreement, an Easement or Property Interest shall be conveyed to the Navy and duly recorded.

Section 207 Phase One Reports and Property Assessments

a. The Transacting Conservation Entity may obtain a Phase I Environmental Site Assessment ("Phase I") for the Property Interest to be acquired during each Due Diligence Period. The Transacting Conservation Entity shall share the Phase I with the Navy and the Phase I shall be subject to the acceptance of both the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the environmental professional who will complete the Phase I. The Navy will contribute 50% of the cost of any such Phase I agreed to in advance by the participating Parties.

b. If a preliminary title report describes any condition that may affect the intended acquisition of the Property interest, including but not necessarily limited to mineral rights assessments, the Navy and the Transacting Conservation Entity may agree to obtain assessments necessary to evaluate the acquisition of the relevant Property Interest during the Due Diligence Period. The Transacting Conservation Entity shall obtain and share any such assessment with the Navy and the assessment shall be subject to the acceptance of the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the third party who will complete the assessment. The Navy will contribute 50% of the cost of any such assessment agreed to in advance by the participating Parties.

Section 208 Sharing of Due Diligence Materials

Prior to the end of the Due Diligence Period pursuant to this Agreement (or upon acquisition of the relevant documents if the documents are acquired after the end of the Due Diligence Period), the Navy and the Transacting Conservation Entity shall share with each other any, preliminary title reports, Phase I's, mineral interest assessments or surveys each may have with respect to whether to proceed with the applicable transaction.

END - ARTICLE II

ARTICLE III – FUNDING

Section 301 Funding Limitation

a. The Navy will obligate funds in the amount of approximately \$3,150,000 (three million one hundred fifty thousand dollars) toward the cost of the Navy acquiring Easements or Property Interests within the Area of Interest upon signature of this Agreement. The Navy's funds shall be deposited in one or more escrow accounts to be managed by Navy's designated Escrow Agent. Funds shall be distributed to the Transacting Conservation Entity as required for each closing of the acquisition of an Easement or Property Interest in a property subject to this Agreement. Additional funding, if any, under this Agreement shall be accomplished by a written modification of this Agreement.

b. The Navy shall notify both Conservation Entities when additional funds are deposited in escrow and available for expenditure under this Agreement. Such funding by the Navy is subject to the availability of appropriated funds. The Navy is under no obligation to deposit additional funds in escrow.

Section 302 Limitation on the Availability of Navy Funds for Obligation

Other than the use of funds for acquiring Property Interests and allowable costs incurred by the Parties in performance of this Agreement, the Parties intend that the Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs or other incidental expenses shall be due the landowner from Navy for any such payments to a third-party unless expressly agreed to by subsequent written agreement of the Parties.

Section 303 Prohibitions on Interest Payments by Federal Agency

The Navy shall not pay either Conservation Entity any interest incurred or foregone by the Conservation Entity as a result of its participation in land acquisition transactions.

END - ARTICLE III

ARTICLE IV - PAYMENT

Section 401 Payment by Navy

a. Navy will make available to the Transacting Conservation Entity the Navy's share of allowable costs and acquisition funds from escrow pursuant to this Agreement in a timely manner upon the Navy's Real Estate Contracting Officer ("RECO") authorization.

b. The funds provided by Navy are to be used solely by the Conservation Entities for the items of allowable costs incurred in the performance of this Agreement.

c. The Parties acknowledge that the properties subject to this Agreement, if acceptable to the Navy and the Transacting Conservation Entity, and successfully negotiated for acquisition by the Transacting Conservation Entity, cannot be acquired until the acquisition funds are received from the Navy and the Navy has authorized the expenditure of such funds.

d. The Transacting Conservation Entity through the Navy's designated local real estate representative, shall promptly deliver to the RECO, Naval Facilities Engineering Command Southwest, San Diego, California ("NAVFAC SW"), an accounting of funding and disbursements to be made under this Agreement for each Property Interest acquisition. The accounting shall be in the form of a closing statement or statements for each Property Interest acquisition for which Navy funds are to be expended. Appropriate payment documents, such as vouchers or closing statements, for allowable costs shall be submitted to Navy at least twenty one (21) calendar days prior to the closing scheduled for each Property Interest.

e. The Parties shall make records and accounts pertaining to this Agreement available for inspection by Federal auditors and other authorized Federal government officials as may be required by the RECO.

Section 402 Direct Federal Payment of Other Parties' Obligations

In no event, shall Navy make direct payment to any Conservation Entity's agent, contractor, employee, contractor employee, or vendor for any costs incurred by the Conservation Entity under this Agreement, except for such payments as may be made to or through the escrow company designated by the Navy.

END - ARTICLE IV

ARTICLE V - GENERAL PROVISIONS

Section 501 Term of Agreement

a. This Agreement will remain in effect until five years from the date of execution of this Agreement unless sooner terminated as provided herein, or unless renewed, amended or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement.

b. This Agreement may be terminated: (1) at any time by mutual agreement of the Parties, or; (2) by any Party with thirty (30) calendar days advance written notice to the other Parties.

Section 502 Modification

This Agreement may be modified only by a written instrument signed by the all Parties hereto.

Section 503 Sole Benefit

This Agreement is intended for the sole benefit of the Navy and the Conservation Entities and is not intended to create any other beneficiaries.

Section 504 Successors and Assigns

a. This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

b. This Agreement may be modified from time to time to include additional parties. Such modification(s) shall conform with the requirements of 10 U.S.C. §2684a and shall require the express written consent of the original Parties. All covenants made under this Agreement by the Conservation Entities shall be binding on, and acknowledged by, any future party to this Agreement.

Section 505 Entire Agreement

This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Section 506 Severability

If any provision of this Agreement is judicially held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 507 Waiver of Breach

If a Party waives enforcement of any provision of this Agreement upon any event of breach by another Party, the waiver shall not automatically extend to any additional or future occurrences of breach. The Parties' respective right to the future performance of any such provision(s) and their obligations in respect to such future performance shall continue in full force and effect.

Section 508 Administration

Except as otherwise provided for under this Agreement, the RECO of NAVFAC SW shall have complete charge of the administration of this Agreement on behalf of the Navy, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the Navy are affected.

Section 509 Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the relevant Party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

For the Navy

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Director, Real Estate Services

For TNC

The Nature Conservancy
California Regional Office
201 Mission St., 4th Floor
San Francisco, CA 94105
Attn: Legal Department

For TPL

The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104
Attn: Legal Department

Section 510 Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 511 Conflict of Interest

The Parties shall ensure that their employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 512 Access to and Retention of Records

a. Each Conservation Entity shall afford any authorized representative of the Navy, the Department of Defense, or the United States Comptroller General access to and the right to examine, audit, or reproduce all closing statements and escrow instructions relating to the acquisition of a Property Interest by the Conservation Entity. For each acquisition for which the Conservation Entity was the Transacting Conservation Entity, it shall retain all such records of each acquisition intact, in a legible, certified true form, if not original documents, until three (3) years after the date of each acquisition to which such records pertain.

b. The Parties shall make available records relating to appeals under Article VIII (Enforcement of Claims, Disputes Resolution, and Appeals) of this Agreement or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

Section 513 Change of Circumstances

Each Party shall promptly notify the other Parties of any change of circumstances, pending litigation, or any other event or condition that may adversely affect the Party's ability to carry out any of its obligations under this Agreement.

Section 514 Liability and Indemnity

Nothing in this Agreement shall be construed as an indemnification by one Party of another Party for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable Federal law. (Also see Section 601 of this Agreement.)

Section 515 Reports

In addition to any financial or other reports required by the terms of this Agreement, the Navy may require either Conservation Entity, and either Conservation Entity may require the Navy, to prepare reports or provide information relating to this Agreement. TNC, TPL or the Navy, as the case may be, agree to provide the reports within a reasonable time of request and in such reasonable detail as may be required by the requesting Party. A "reasonable time" for purposes of this Section 515 shall be a period not to exceed forty-five (45) days, unless a longer period of time is granted by the requesting Party in writing.

Section 516 Negotiations

Negotiations with the owners of all parcels will be conducted by the Transacting Conservation Entity, or its authorized representative, in a manner that will assure the most favorable price and terms are obtained for the participating Parties.

END - ARTICLE V

ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS

The Parties are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds.

Section 601 Applicable Law

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to applicable Federal law.

Section 602 Nondiscrimination

The Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Parties' performance under this Agreement, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Parties agree to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DoD regulations (32 CFR Part 300) issued hereunder;
- b. Executive Order 11246 and Department of Labor regulations issued hereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD Regulations issued hereunder (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued pursuant to the Age Discrimination Act . (See 45 CFR Part 90).

Section 603 Lobbying

a. The Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 604 Drug-Free Work Place

a. The Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Parties covenant and agree to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 605 Equal Employment Opportunity

The Parties agree to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

END - ARTICLE VI

ARTICLE VII - LEGAL AUTHORITY

Section 701 Legal Authority

No Party is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder its fulfillment of its obligations under this Agreement.

END - ARTICLE VII

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 801 Enforcement

The Parties may take such actions to enforce the terms of this Agreement as may be authorized by Federal law.

Section 802 Claims, Disputes Resolution and Appeals

a. Any claim against the Navy made by TNC or TPL arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Any claim by any Party shall be made within sixty (60) calendar days after the basis of the claim is known or should have been known, whichever is earlier. It is each Party's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the RECO shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within sixty (60) calendar days of the date of the receipt of a claim. The determination shall be final unless appealed by TNC or TPL pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is Navy policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If TNC or TPL decides to appeal a RECO's decision, the RECO shall encourage TNC or TPL to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Appeals.

1. Appeal Authority. The Navy shall designate an Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. TNC or TPL has the right to appeal a RECO's decision to the Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. TNC or TPL may appeal a decision of the RECO within ninety (90) calendar days of receiving that decision, by filing a written notice of appeal to the Appeal Authority and to the RECO.

(b) Appeal file. Within thirty (30) calendar days of receiving the notice of appeal, the RECO shall forward to the Appeal Authority and TNC or TPL the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

(d) Nothing in this section is intended to limit TNC's, TPL's, or the Navy's right to any remedy under Federal law or in equity in an appropriate Federal forum.

Executed this 30 day of September, 2011

FOR THE NAVY

BY: Karen P. Ringel
Karen P. Ringel, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

Executed this 17 day of September, 2011

FOR THE NATURE CONSERVANCY

BY: 

Lily Verdone, Project Director

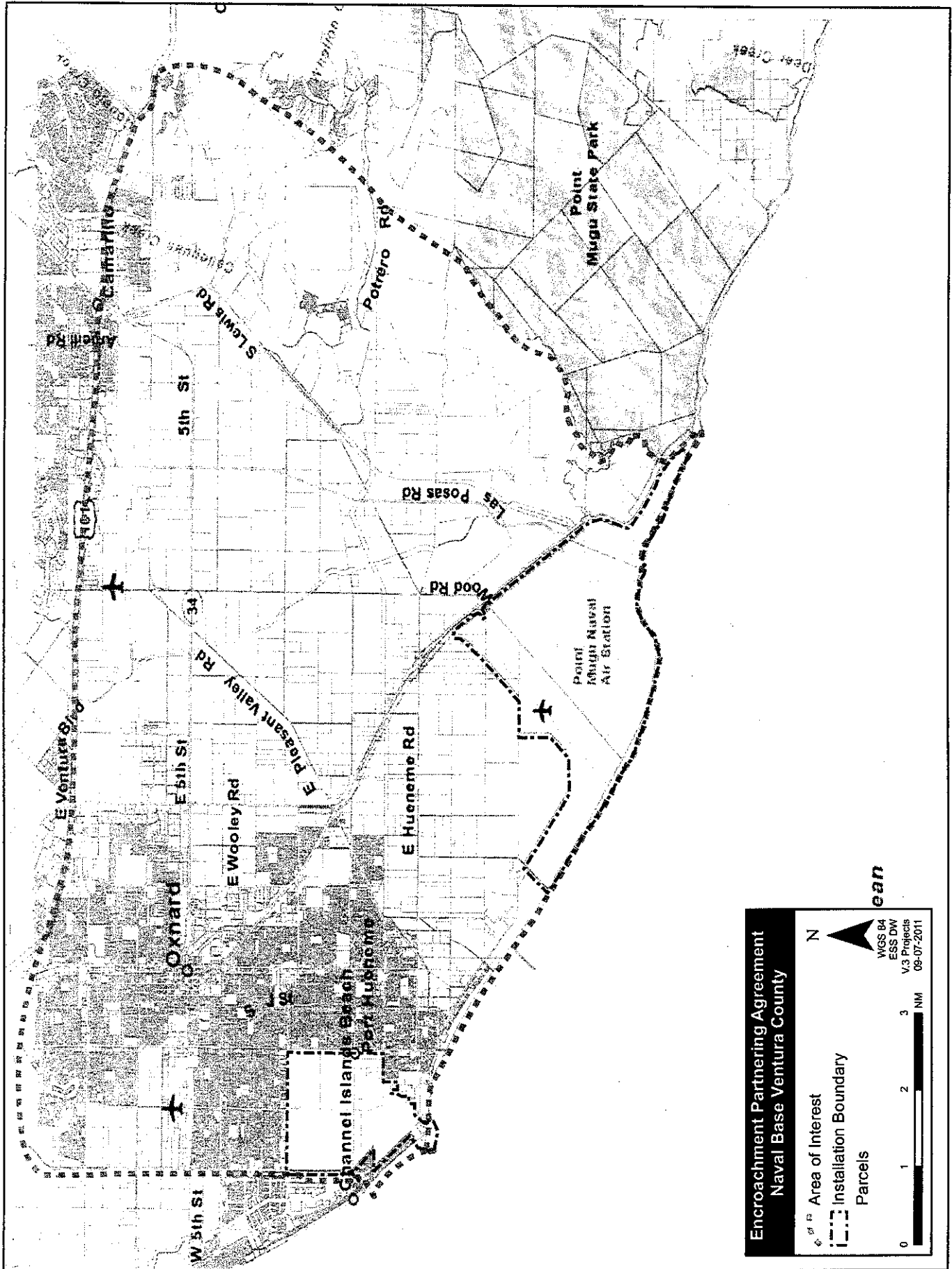
Executed this 12 day of September, 2011

FOR THE TRUST FOR PUBLIC LAND

BY: Sam Hodder

Sam Hodder, California State Director

END - ARTICLE VIII



Attachment A

ATTACHMENT "B"

The Parties acknowledge that with the prior mutual agreement of the Parties, the following form may be modified on a transaction specific basis to comply with the requirements of third party funding sources and to account for activities not contemplated in this form (for example, agricultural uses or existing structures) that may not conflict with the operations of the Installation and the Conservation Values.

Recording requested by and when recorded mail to:

United States of America

Commanding Officer

Naval Facilities Engineering Command SW

1220 Pacific Highway, Real Estate Division

San Diego, CA 92132-5190

Exempt from Recording Fee

(Government Code § 6103)

Exempt from Documentary

Transfer Tax (Rev. & Taxation

Code § 11922)

GRANT OF RESTRICTIVE USE EASEMENT

THIS GRANT OF EASEMENT ("Restrictive Use Easement"), made this ____ day of _____, 20__ by and between [INSERT NAME OF CONSERVATION ENTITY] , having an address at _____, hereinafter referred to as "**Grantor**" and the United States of America, acting by and through the Department of the Navy, NAVFAC Southwest, Naval Facilities Engineering Command, hereinafter referred to as the "**Grantee**", in accordance with the terms and conditions set forth herein. The nature or purpose of the Restrictive Use Easement and the extent of the restrictions on the Property (as defined below) are as described in the following provisions:

WITNESSETH:

WHEREAS, the Grantee, and the Grantor have cooperated and provided financial and other resources for the purpose of acquiring an interest in certain real property in County, CA., more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, the Grantee operates the Naval Base Ventura County (NBVC) on and that overlies land adjacent to or in the vicinity of the Property; and

WHEREAS, Grantee and Grantor have entered into an agreement pursuant to 10 U.S.C. Section 2684a to acquire property interests that would prevent uses incompatible with the mission of the Naval Base Ventura County, California

("Installation") and otherwise meets the mutual objectives of the Grantee, and Grantor; and

WHEREAS, the Grantee, pursuant to its agreement with Grantor is to be conveyed a Restrictive Use Easement that limits development or use of the Property to uses or activities which are compatible with the mission of the Installation; and

WHEREAS, it is recognized that the Property has important ecological resources with significant conservation values, which include, but are not limited to, wildlife and plant resources, as well as scenic and open space values ("**Conservation Values**"); and

WHEREAS, the protection of the Conservation Values on this Property is consistent with and advantageous to the mission of the Installation; and

WHEREAS, Grantee has requested a Restrictive Use Easement in order to limit development or use of property in the vicinity of the Installation that would otherwise be incompatible with its mission.

NOW THEREFORE, in consideration of the sum of \$_____ and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a Restrictive Use Easement in perpetuity over the Property described in Exhibit "A", of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this Restrictive Use Easement to restrict the improvement, development, and use of the Property that would otherwise be incompatible with the mission of the Installation.
2. Rights of Grantee. To accomplish the purpose of this Restrictive Use Easement, the following rights are conveyed to by this Restrictive Use Easement:
 - a. Enforcement of Prohibitions. To prohibit any development or use of the Property as specified below.
 - b. Right of Entry. To enter upon the Property at reasonable times and places for the purpose of exercising and enforcing the rights set forth herein or at any time upon an event of non-compliance with the terms of this Restrictive Use Easement to enforce the terms of this Restrictive Use Easement; the Grantee will provide at least ten (10) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property in monitoring Grantor's compliance.
3. Restricted Uses and Development Rights. The following activities and uses are expressly prohibited:

a. Human Habitation. The Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, tents, etc. Constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; that may encourage human use that is more than transient; that may encourage people to leave trash behind, requiring maintenance or that may invite nuisance animals or insects; including but not limited to picnic tables, trash cans, tent platforms;

b. Lighting. All lighting equipment, including floodlights and searchlights, and all protective lighting, such as streetlights, shall have positive optical control so that no direct light is emitted above the horizontal plane of the light fixture.

c. Construction. New construction of any structure or edifice, including but not limited to buildings, antennas, towers, power or telephone wires and any other additions to, or alterations of the Property are prohibited except for those improvements or alterations reasonably related to the allowed uses of the Property (including the rebuilding of structures after loss or damage by casualty) defined within paragraphs 3 or 4 herein. Grantor shall provide Grantee written notice of its intention to undertake any construction, together with information on its size, function, capacity and location, not less than ninety days (90) prior to the commencement thereto in accordance with paragraph 5 below.

d. Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited; provided, however, that the sale of mitigation credits, the sale of subdivided portions of the Property as compensatory mitigation or a lease of a portion of the Property for an authorized use under this Restrictive Use Easement, are allowed if such actions do not adversely affect, limit, or restrict any rights or interests of the United States of America under this Restrictive Easement. All authorized uses of the Property shall not result in significant soil degradation or significant pollution or degradation of any surface or subsurface waters; and all uses and activities shall be consistent with applicable laws and shall be exercised so as to prevent or minimize damage to the natural resources on the Property.

e. Discharge; Dumping. Placing, filling, spraying, storing, injecting or dumping on or applying to the Property trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of above-ground or underground storage tanks.

4. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from the ownership of the Property that are not expressly prohibited herein and to the extent such rights are consistent with the purpose and terms of this Restrictive Use Easement, including, but not limited to:

a. Right to Transfer. Subject to paragraph 3(d), transfer the Property to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal.

b. Conservation Activities. Uses of the Property for wildlife habitat preservation, restoration, management; education, controlling predatory and problem animals by the use of selective control techniques and research that are consistent with the military training mission and primary functions of the installation in accomplishing its mission. The natural condition existing on the Property as of the date of this Restrictive Use Easement is deemed consistent with the military training mission and primary functions of the installation in accomplishing its mission.

c. Recreation. Passive Recreation and Silviculture.

i. "Passive recreation" means public recreational activities including, but not limited to, hiking, horseback riding, bicycle riding and bird watching that require minimal or no improvements to the Property. However, construction of new trails and staging areas, including related amenities, such as restrooms, and rehabilitation of existing trails and roads is permitted on the Property.

ii. "Silviculture" means all exploitation of the Property's natural forest or timber resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), firewood cutting, mechanical and chemical site preparation, reforestation, harvesting of brushy growth to use for decorative purposes and all other activities associated therewith provided such uses are not inconsistent with the restrictions contained in this paragraph.

d. Forest Management. Managing and harvesting of all forests on the Property consistent with California State Forestry Department Guidelines, as they may be amended from time to time.

e. Fire Prevention. Thinning flammable vegetation on the Property as directed by the local fire agency that serves the Property.

f. Fences. Construction of fencing reasonably necessary for the permitted uses hereunder.

g. Signs. Erection and maintenance of a sign or other appropriate marker in a prominent location on the Property, at a location agreeable to Grantee and Grantor, visible from a public road, providing information indicating the Property is owned by Grantor. Grantor shall determine the wording of the sign or marker. Grantor shall be responsible for the costs of erecting and maintaining any such sign or marker.

h. Mitigation. Operation of a mitigation or conservation bank and the sale of conservation or mitigation credits, over all or a portion of the Property, to parties who desire to compensate for the environmental impacts of their activities or who wish to fund land conservation efforts, or the sale of all or portions of the Property as compensatory mitigation by means other than the operation of a conservation or mitigation bank.

i. Retention Ponds. In the event Grantor is required by State or local law to establish retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property, Grantor shall create such storm water impoundments on the Property so as not to be enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or an operational hazard, the Grantor, upon the request of the Grantee, shall remove the improvements to the extent required to ameliorate the training or operational hazard created. Such removal work shall be at the sole cost of the Grantor.

5. Notification Provisions.

a. Notice of Intent to Undertake New Uses and Construction. Whenever Grantor plans to undertake a new use or perform new construction on the Property, including any new improvement authorized in 3.c above. Grantor will notify Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantor and Grantee to make an informed judgment as to its consistency with the purpose of this Restrictive Use Easement.

b. Grantee's Approval. Within ninety (90) days of receipt of the request, the Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would be inconsistent with the restrictions on the use of the Property included herein. If approval or disapproval is not communicated in writing to Grantor and/or Owner within such 90 day period, approval is deemed granted.

6. Enforcement and Remedies. Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restrictive Use Easement. The current and subsequent owners of the Property agree to provide and execute any instruments appropriate or necessary to enforcing this Restrictive Use Easement. In the event of breach by Grantor of any terms, conditions, or obligations created by this Restrictive Use Easement, the Grantor shall be afforded ninety (90) days from the receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be

necessary. In the event that the non-compliance is not cured within the ninety (90) day time frame, or extension of time if granted by the Grantee, the Grantee may:

- a. take necessary actions to correct the non-compliance and upon request by Grantee. Grantor shall reimburse Grantee for its reasonable costs incurred to correct the non-compliance; and/or,
- b. institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
- c. institute suit to enjoin any breach or enforce any term by injunction. The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Restrictive Use Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property, except as such costs or liabilities shall have resulted from the acts of Grantee or Grantee's agents or contractors.

8. Noise and Other Effects of Air Operations. Except as provided below, Grantor does hereby waive, remise, and release any right or cause of action which Grantor or their successors and assigns, may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by military training exercises on the Installation or operation of aircraft from or for purposes of the Installation. Furthermore, this waiver is with respect to operation of aircraft by or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate. As used herein, the term "aircraft" shall mean any and all types of aircraft, to include, but is not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated. Notwithstanding anything in the foregoing to the contrary, Grantor does not waive, remise or release Grantee from any right or cause of action which Grantor or their successors and assigns, may have due to or arising from the negligence or willful misconduct of Grantee, any violation of Federal law, any violation of Federal regulations, or any release or threatened release of hazardous materials.

9. Acts Beyond Grantor's Control. Notwithstanding anything herein to the contrary, the terms of this Restrictive Use Easement are not intended and shall not be deemed to obligate Grantor to prevent or stop, or restore, correct or

otherwise remediate or incur costs arising from any injury or damage caused by third parties (excluding third parties who are agents or contractors acting for or under control of the Grantor and within the scope of their engagement with Grantor) using the Property in a manner prohibited by the terms of this Restrictive Use Easement, or any other acts or events beyond Grantor's control. However, if Grantee discovers and provides Grantor with notice of any third party use or activity on the Property that is prohibited by the terms of this Restrictive Use Easement, Grantor shall use reasonable efforts to stop or prevent any such use of the Property; provided that in no event shall the foregoing require Grantor to pursue litigation, or undertake policing activities on the Property.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Restrictive Use Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least 60 days prior to the date of transfer.

11. Severability. If any provision of this Restrictive Use Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Restrictive Use Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. Restrictive Use Easement Runs with the Land. The covenants, terms, conditions, and restrictions of this Restrictive Use Easement shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running with the Property.

13. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the conveyance of a Restrictive Use Easement in the Property, and supersedes all prior discussions, negotiations, understandings or agreements relating to this Restrictive Use Easement, all of which are merged herein.

14. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To GRANTOR: INSERT NAME ADDRESS
AND TELEPHONE NUMBER

To GRANTEE: Naval Facilities Engineering Command
Southwest 1220 Pacific Highway
San Diego, CA 92132-5190

or to such other address as either party may designate by written notice to the other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.

FOR (GRANTOR)

Signed: _____

Print Name: _____

Title: _____

Date: _____

INSERT STANDARD NOTARY LANGUAGE

IN WITNESS WHEREOF, Grantee hereby accepts this Restrictive Use Easement.

ACCEPTED FOR NAVY:

KAREN P. RINGEL
Real Estate Contracting Officer

Date:

UNITED STATES OF AMERICA, Department of the Navy
Command: Naval Facilities Engineering Command, Southwest

NOTARY
State of California, County of _____

On _____ 2008, before me, _____ a Notary Public in
and for said County and State, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name (s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Exhibit "A" to Restrictive Use Easement
Property Description
[Legal description to be attached]



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: July 19, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Purchase Ten (10) Ford Police Interceptor Utility Vehicles

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute Purchase Order No. 5900 in the amount of \$435,061.17 with National Auto Fleet Group for the purchase of ten (10) Ford Police Interceptor Utility Vehicles for the Police Department.

BACKGROUND

The Police Department's patrol vehicle fleet is experiencing the long-term negative impacts of many years of scaled back and/or deferred purchases, placing the fleet in distress. One significant result beyond the shortage of vehicles is the rise in vehicle maintenance costs for an aging fleet.

The police patrol vehicle fleet consists of seventy-seven (77) "black and white" units. Sixty-four (64) of these are Ford Crown Victoria models, six (6) are Chevrolet Caprices, and seven (7) are Ford Police Interceptor Utility vehicles.

The acquisition of police vehicles is driven by accumulated mileage, the size of the fleet, and an effort to minimize related maintenance costs. The City of Oxnard Vehicle Purchasing Guidelines recommends the replacement of police units after 100,000 miles or four (4) years. The Police Department's patrol vehicles have an average age of 6.9 years. Some patrol vehicles have been in service since 2003. Forty percent (40%) of the vehicles in the 77-unit police patrol

Police Vehicle Purchase

July 19, 2016

Page 2

fleet now exceed 100,000 miles. High-mileage units with more than 85,000 miles require more frequent and extensive maintenance.

Eight (8) additional patrol vehicles have been retired from service during the past fourteen months, solely due to significant mechanical failures. Six (6) of the eight were vehicles with more than 100,000 odometer miles. The rate of vehicle loss is expected to accelerate.

The impacts of deferred vehicle purchases are becoming increasingly evident. As the economy declined several years ago, vehicle purchasing was scaled back. Only six (6) patrol vehicles were purchased in FY 2012-2013, and none were purchased in either FY 2013-2014 or FY 2014-2015. Nine patrol vehicles were purchased in FY 2015-2016.

In 2015, following the evaluation of several vehicle types, the Police Department selected the Ford Police Interceptor Utility. The Ford Interceptor has proven to be an effective patrol vehicle and it is becoming the industry mainstay like its predecessor, the Crown Victoria. Because of this, as well as the level of performance and safety it provides, the Police Department intends to continue deploying this vehicle type. Hybrid vehicles have not established themselves as a suitable patrol platform, and therefore did not qualify for further consideration.

Contingent upon City Council approval, an order would be placed with Ford. The estimated time until unit deployment would not be until late September to early October 2016.

Purchase of these vehicles will be made with National Auto Fleet Group through a cooperative agreement with the National Joint Powers Alliance (NJPA), a service cooperative which consolidates the efforts of numerous individually prepared solicitations to one national, cooperatively shared process, saving time and money for its more than 50,000 member agencies which include all government, education and non-profit agencies nationwide and in Canada.

FINANCIAL IMPACT

The Adopted FY 2016-2017 Budget includes \$450,000 in 104-2101-802-8606, Project 15IN01 to fund this purchase.

ATTACHMENTS:

Attachment A - Purchase Order 5900



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

**PURCHASE
ORDER NO.
005900**

L.7.a

CCRC
7/12/16
REVIEWED

DATE: 7/12/2016

VENDOR PHONE: (855)289-6572

VENDOR FAX: (831)480-8497

VENDOR #: 18524

VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
07/12/2016		N/A	07/12/2016	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10421018028606		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1 10 (TEN) FORD POLICE INTERCEPTOR UTILITY
435,061.17 VEHICLES
/ DL

APPROVED AS TO AMOUNT:

1.0000 435,061.17

Greg Nyhoff, City Manager

TOTAL PURCHASE AMOUNT

\$435,061.17

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 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.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: July 19, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Camino Del Sol Street Resurfacing Project, Specification UD15-34

CONTACT: Robert Hearne, Public Works
Robert.Hearne@oxnard.org, 385-8265

RECOMMENDATION:

That City Council approve project plans and specifications and authorize staff to solicit bids for the Camino Del Sol Street Resurfacing Project, UD15-34.

BACKGROUND

Camino Del Sol is an important east/west arterial in the northern half of the City as shown in Attachment No. 1. The Camino Del Sol Street Resurfacing Project consists of resurfacing of the existing asphalt concrete pavement between Entrada Drive on the west to Del Norte Boulevard on the east. The project also includes the resurfacing of approximately 1,500 feet of the eastern portion of Ventura Blvd. to the Del Norte bridge deck. 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 sidewalk, curb and gutter, and driveway repairs, adjusting utility covers to finished grade, removal and replacement of street name signs and traffic striping and markings. The project specifications are in compliance with the Americans with Disabilities Act.

FINANCIAL IMPACT

Approve Plans and Specs for Camino Del Sol Street Resurfacing Project, UD15-34

July 19, 2016

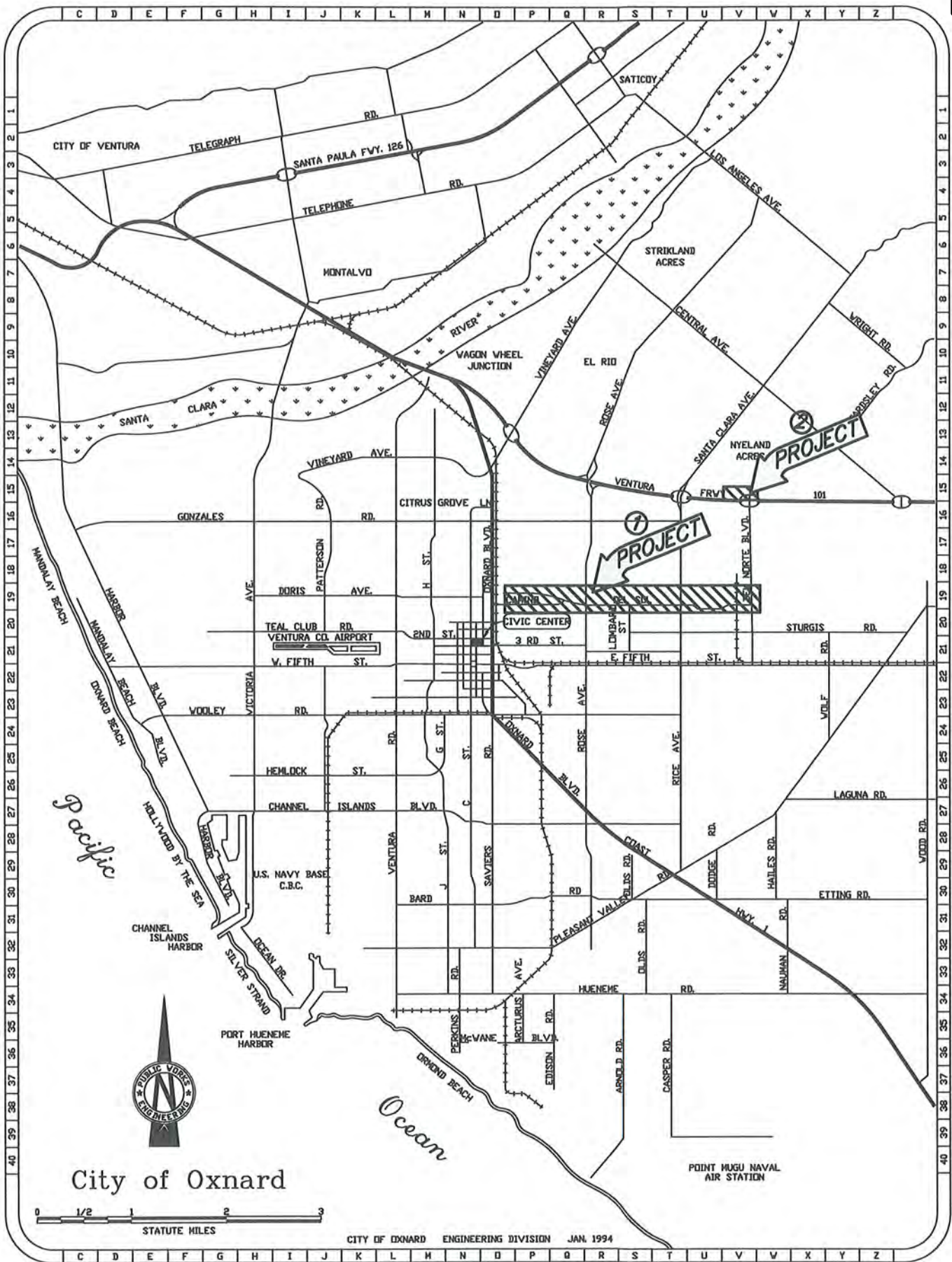
Page 2

Funding for this project will be from a combination of recaptured former CDC HERO funds, CalTrans funds as well as the Infrastructure Use Fee. After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest responsive bidder for the project and to request the appropriation of funds.

Note: Plans and specifications for UD15-34 Camino Del Sol Street Resurfacing Project will be available for review at the City of Oxnard Purchasing Division, 300 West Third Street, Suite 202, Oxnard, CA 93030, after 8:00 a.m. on Thursday prior to the City Council Meeting.

ATTACHMENTS:

Attachment A - Site Plan Camino Del Sol Street Resurfacing Project



LOCATION MAP

- ① Camino Del Sol (From Entrada Dr To Del Norte Blvd), &
 ② Ventura Blvd (From Bridge Deck To 1,512 LF West of Ventura Blvd)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 2

DATE: July 19, 2016

TO: City Council

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

FROM: Ingrid Hardy, Cultural & Comm Services Director

SUBJECT: Recognize Revenue and Appropriate Augmented Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2016/2017

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

RECOMMENDATION:

That City Council:

- 1) Recognize revenue in the amount of \$54,510 and appropriate matching funds for the Retired and Senior Volunteer Program grant augmentation.
- 2) Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

BACKGROUND

For the past 39 years the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP); which last year served approximately 600 volunteers age 55 and older. In 2015, RSVP volunteers assisted nearly 40 non-profit or public agencies, served more than 72,000 hours and provided approximately \$2 million of time and talent to our community. The largest priorities addressed are hunger through food collection and distribution and helping seniors live independently.

The RSVP grant is funded by the federal Corporation for National and Community Service

Recognize Revenue and Appropriate Funds for the Retired Seniors Volunteer Program

July 19, 2016

Page 2

(CNCS). The purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high quality service experience that will enrich the lives of the volunteers. Grant agreements with CNCS are awarded on a three-year basis, with FY16/17 being the first year of this cycle. The City Council reviewed and accepted the FY16/17 RSVP grant on April 19, 2016. This augmentation to those grant funds is aimed at reducing senior falls by recruiting and training volunteers to teach the evidence-based Tai Chi: Moving for Better Balance (TCMBB) program. The grant augmentation award is in the amount of \$54,510.

FINANCIAL IMPACT

Approval of the recommendation will appropriate a General Fund match of \$23,361 and recognize the grant augmentation award of \$54,510 to the RSVP Grant FY16-17 (Project 774806). The General Fund match is a portion of the RSVP Director labor costs which is already included in the approved FY16-17 operating budget for Recreation / Senior Services (101-5503).

ATTACHMENTS:

Attachment A: Request for Budget Appropriation

Attachment B: Decision Notice Oxnard Grant 16SRPCA005 (2)

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Cultural & Community Ser

Date: July 14, 2016

Project/Program

Manager: Renee Rakestraw

Phone: (805) 385-8019

Reason for Appropriation:

To recognize full award of \$54,510 for RSVP Grant Augmentation which is funded by the Corporation for National and Community Service under grant number 16SRPCA005 and a City Match of \$23,362 from Senior/Special Populations.

Accounts and Descriptions

AMOUNT

Fund: 101 - GENERAL FUND

Expenditures/Transfers Out

SENIOR/SPECIAL POPULATIONS 5503

101-5503-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	(23,362)
101-5503-805.87-33	TRANSFERS / TSFR TO FEDERAL GRANT FD	23,362
	Sub-total Expenditures	0

Net Change to Fund Balance 0

Fund: 263 - RSVP

Revenues/Transfers In

RSVP33 GRANT FY 16-17 263-5503 (Project #774806)

263-5503-534.72-85	GRANT REVENUES / COUNTY GRANT REVENUE	54,510
	Sub-total Grant	54,510

RSVP GENERAL FUND MATCH 263-4856 (Project#774806)

263-4856-531.72-20	GENERAL FUND MATCH - FED. GR	23,362
	Sub-total General Fund Match	23,362
	Sub-total Revenues	77,872

Expenditures/Transfers Out

RSVP33 GRANT FY 16-17 263-5503 (Project #774806)

263-5503-805.81-02	MATERIALS AND SUPPLIES / SUPPLIES - OFFICE	5,285
263-5503-805.81-09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	9,300
263-5503-805.82-09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	12,100
263-5503-805.82-16	CONTRACTS & SERVICES / SERVICES-PRINTING & BIND	12,850
263-5503-805.83-41	MAINTENANCE SERVICES / RECOGNITION OF PUB GUESTS	2,400
263-5503-805.83-45	MAINTENANCE SERVICES / MILEAGE REIMBURSEMENT	1,100
263-5503-805.83-72	MAINTENANCE SERVICES / EXPENSE REIMBURSEMENTS	11,475
	Sub-total Grant	54,510

RSVP GENERAL FUND MATCH 263-4856 (Project #774806)

263-4856-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	13,783
263-4856-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	9,579
	Sub-total Match	23,362
	Sub-total Expenditures	77,872

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

To: Renee Rakestraw, Interim Recreation Supervisor, City of Oxnard
Marisue Eastlake, RSVP Project Director, City of Oxnard

From: Gayle Hawkins, Senior Program Specialist

Date: June 14, 2016

Re: Evidence Based Funding Request: Grant 16SRPCA005

Thank you for submitting a request for augmentation funds to engage seniors in evidence-based programming. The Office of Senior Corps was pleased to receive many requests for funding from a variety of evidence-based interventions represented within the portfolio. Due to the outstanding response, Senior Corps will only be able to fund less than 15% of the total 2016 RSVP requests for augmentations.

We are pleased to inform you that your request has been selected for augmentation with 2016 renewals. The augmentation will cover the three-year performance period of the grant in the amount of \$54,510 proposed in the Other section of the application narrative. Congratulations, and thank you for taking the time to prepare a request.

I have returned your grant amendment application (App ID 16SR183756) in eGrants. Please incorporate the request to support Tai Chi: Moving for Better Balance into the application work plans and budget sections. The attached documents provide general guidance for modifications to the current budget and work plan entries in eGrants.

Please review the attached documents and contact me at your earliest convenience. To ensure that the funding is committed as quickly as possible, please return the completed application by **June 23**.

What is different about augmentation funding?

All regulations and reporting requirements that apply to your baseline award apply to the augmentation. However, with augmentation funding, the entire amount for the three years of proposed activity will be included in your first year budget. We will provide instructions for requesting to carry forward the remaining portion of augmentation funding at the end of the first budget period.

Secondly, this augmentation award does not become part of the annual baseline funding amount. We recommend that you plan to reach out to local investors of your work and the need for funding to continue (or expand!) this work in the coming years.

Your request reflected the presence of mechanisms to ensure fidelity to the proposed program model, such as training, recertification, and monitoring. Make sure to implement these ways of ensuring quality programming.

Again, congratulations! The Office of Senior Corps was pleased to receive many excellent requests, and your award augmentation is a vital part of our strategy to keep Senior Corps strong. We look forward to hearing how things are going and learning from your engagement of seniors in

evidence-based programming.



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: 1

DATE: July 19, 2016

TO: City Council

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

FROM: Arturo Casillas, Housing Director

SUBJECT: First Amendment to the FY 2014-2015 Annual Action Plan to Execute Loan
Agreements with Habitat for Humanity of Ventura County

CONTACT: Ruth Johnson, Housing
ruth.johnson@oxnard.org, 385-7404

RECOMMENDATION:

Continue to July 26, 2016.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: July 19, 2016

TO: City Council

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

FROM: Jeri Williams, Police Chief

SUBJECT: Memoranda of Understanding Between the Oxnard Police Department and School Districts for FY 16-17

CONTACT: Luis Mancha, Police Department
Luis.Mancha@oxnardpd.org,

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute the FY 16-17 School Resource Officer (SRO) Program cost sharing Memoranda of Understanding (MOU) between the Oxnard Police Department and the Rio School District (RSD); Hueneme School District (HSD); Oxnard School District (OSD), and the Oxnard Union High School District.

DISCUSSION:

The Police Department's SRO program supports the priorities that were expressed by the community at the March 5, 2015 community forum. During this forum, "*build strong relationships with schools and youth organizations*" was the leading community priority.

The SRO program serves a student population of approximately 42,000 students in four school districts. The Police Department has one SRO assigned full-time to each of the OUHSD's four high schools. Two more SRO's serve the Oxnard School District (OSD), and a third SRO splits time between HSD and selected schools from the RSD. SRO's are assigned to schools on a long-term basis to provide enhanced services. The SRO's also handle police service calls on and around school campuses, providing relief to patrol services.

MOUs Between School Districts and Oxnard Police Dept.

July 19, 2016

Page 2

SRO's assist school administrators in helping maintain a safe campus environment that is conducive to learning. SRO's provide a visible presence to deter or identify trespassers on campus. School officials rely on the SRO's training, knowledge and experience in handling situations involving weapons violations, or in the identification of controlled dangerous substances. In addition, SRO's provide a service to the surrounding community by addressing concerns such as loitering, speeding or other traffic issues.

SRO's are responsible for investigating violations of criminal law. When it is both necessary and appropriate, SRO's enforce these laws by citing or arresting offenders. Of important note, citing or arresting students is at times necessary, but is viewed as a last resort.

Some functions that SRO's provide to the school districts include:

- Ensuring that all students, staff and campuses are safe.
- Serving as a liaison between schools and the Police Department.
- Bridging the gap between law enforcement and youth.
- Deterring students from joining gangs, or making choices that lead to problems with drugs and/or alcohol.
- Handling criminal investigations that occur on campus. Often times, students report crimes to SRO's that occurred off school grounds, e.g., child abuse, domestic violence, thefts, threats, vandalism, drug and alcohol offenses, etc.
- Ensuring that the educational process is not affected by outside disturbances.
- Enforcing criminal violations when necessary and appropriate.
- Working with school officials to ensure that their school safety plans are in place and that they suit the needs of the particular school. This includes lock down drills, evacuation procedures, and natural disaster planning.
- Participating in the School Attendance and Review Board (SARB) process. This includes participating in hearings, working with families to find solutions to the truancy issues.
- Providing presentations to parents, students, and teacher on a variety of topics, including bullying, cyber bullying, and drugs/alcohol. Of note, SRO's lead the *Every 15 Minutes* program, *Youth Academy*, and *The Parent Project*.
- SRO's are also involved in coaching youth sports to Oxnard students, coaching football, basketball, volleyball and tennis teams.

The FY 16-17 MOUs set forth guidelines and cost reimbursement agreements between the participating school districts and the Police Department's SRO program. The MOU's also define the goals of the SRO program, including agreements to address student misconduct by prioritizing school administrative action over criminal prosecution when appropriate. Additionally, these annual and on-going MOUs ensure that the SROs receive the necessary support and training to ensure a safe school environment, while respecting the rights of students and improving the overall school climate.

The cost recovery for SRO's was renegotiated with the four school districts for FY 16-17, with all districts agreeing to increase their contribution:

MOUs Between School Districts and Oxnard Police Dept.

July 19, 2016

Page 3

School District	FY15-16 Amount	Proposed FY16-17 Amount	Increase
Rio School District	30,448.00	45,240.00	14,792.00
Hueneme School District	57,420.00	85,260.00	27,840.00
Oxnard School District	150,217.66	261,000.00	110,782.34
Oxnard High School District	299,280.00	522,000.00	222,720.00

The cost figure used for personnel costs for a police officer is \$174,000. This figure includes salary and benefits.

Oxnard Union High School District's cost sharing amount for FY 16-17 is \$522,000. This figure represents 75% of the personnel costs of four (4) SRO's, each of whom are assigned to a high school on a full-time basis. The City's 25% cost is \$174,000.

Oxnard School District's cost sharing amount for FY 16-17 is \$261,000. This figure represents 75% of the personnel cost of the two (2) SRO's assigned to serve elementary and middle schools in this district on a full-time basis. The City's 25% cost is \$87,000.

Hueneme School District's cost sharing amount is \$85,260 (49% of the cost of an officer). This figure represents 49% of the personnel cost of one (1) SRO assigned to serve schools in this district for twenty-six (26) hours per week.

Rio School District's cost sharing amount for FY 16-17 is \$45,240. This figure represents 26% of the personnel cost of the one (1) officer, who is assigned to provide services in this district for fourteen (14) hours per week.

It should be noted that Rio School District requested fourteen (14) hours of service per week, and Hueneme School District requested twenty-six (26) hours per week, for a combined total of 40 officer-hours per week. Since both of these school districts are only utilizing the services of an SRO on a part time basis, the combined reimbursement between the two districts equates to 75% of an SRO's personnel costs, and keeps the contribution proportional to other participating districts. The City's combined cost for these two districts is \$43,500.

The school districts will be billed no less than 30 days prior to June 30, 2017.

FINANCIAL IMPACT

MOUs Between School Districts and Oxnard Police Dept.

July 19, 2016

Page 4

The majority of the anticipated revenue is budgeted and included in FY16-17 (Account 101-2101-581-7519 Misc. Revenue – Other Reimbursements). Additional revenue will be appropriated during the Mid-Year process. The School Districts total contribution of \$913,500 represents an increase of \$376,135 from the prior fiscal year. The City's contribution is \$304,500 which represents a decrease of \$376,135. The School Resource Officers personnel costs are budgeted in the Patrol Division.

ATTACHMENTS:

Attachment A - Memorandum of Understanding with Rio School District

Attachment B - Memorandum of Understanding with Hueneme School District

Attachment C - Memorandum of Understanding with Oxnard School District

Attachment D - Memorandum of Understanding with Oxnard Union School District

Agreement No. 7410-16-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Rio School District ("RSD" or "District") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

ATTACHMENT NO. 1
PAGE 1 OF 1

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Twenty Six percent (26%) of the cost to operate and administer the SRO program for FY 2016-17 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Five Thousand Two Hundred and Forty Dollars (\$45,240) (26% of the cost of an officer) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Kristen Pifko, Assistant Superintendent of Business Services Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
 251 South "C" Street
 Oxnard, California 93030
 Attention: Jason Benites, Assistant Chief of Police

District:
 Rio School District
 2500 Vineyard Avenue, #100
 Oxnard, CA 93036
 Dr. John Puglisi, Superintendent Rio School District

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

RIO SCHOOL DISTRICT

Greg Nyhoff, City Manager

Dr. John Puglisi, Superintendent Rio School District

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief

5

ATTACHMENT NO. 1

PAGE 5 OF 7

Packet Pg. 269

EXHIBIT "A"**SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

6

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Agreement No. 7411-16-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Hueneme School District ("HSD" or "District") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on HSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of one (1) School Resource Officer ("SRO") to HSD elementary and intermediate school campuses for a total of Twenty Six (26) hours a week. The SRO will work with HSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

In addition to the obligations set forth in the Agreement, City shall notify the District Superintendent in writing within five (5) business days of City's anticipation of a SRO absence from a school exceeding a period of nine (9) consecutive school days.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund forty-nine percent (49%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Eighty-five Thousand Two hundred and Sixty Dollars (\$85,260) (49% of the cost of one officer) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Christine Walker, Superintendent, Hueneme School District, 205 N. Ventura Road, Port Hueneme, California 93041-3065. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either

Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Hueneme School District
205 N. Ventura Road
Port Hueneme, California 93041-3065
Attention: Dr. Jerry Dannenberg, Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and

bind each respective Party.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

HUENEME SCHOOL DISTRICT

Greg Nyhoff, City Manager

Dr. Jerry Dannenberg, Superintendent

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Jeri Williams, Police Chief

EXHIBIT "A"**SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the HSD, all SROs will be given a user-specific login and access to the HSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

OSD AGREEMENT #16-04

Agreement No. 7412-16-PO

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Oxnard School District ("OSD" or "District") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("OPD") shall provide the services of two (2) School Resource Officer's ("SRO's") to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs' law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

ATTACHMENT NO. 3
PAGE 1 OF 7

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Two Hundred Sixty One Thousand Dollars (\$261,000) (total cost for two officers) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Lisa Cline, Deputy Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department

251 South "C" Street

Oxnard, California 93030

Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard School District

1051 South A Street

Oxnard, CA, 93030

Attention: Lisa Cline, Deputy Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be

3

ATTACHMENT NO. 3
PAGE 3 OF 7

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

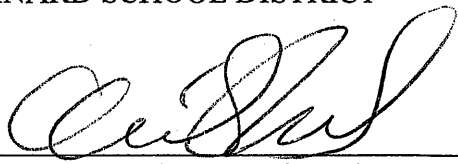
ATTACHMENT NO. 3⁴
PAGE 4 OF 7

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

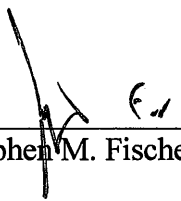
OXNARD SCHOOL DISTRICT

Greg Nyhoff, City Manager



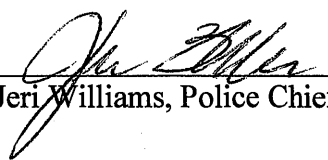
Dr. Cesar Morales, Superintendent

APPROVED AS TO FORM



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT



Jeri Williams, Police Chief

ATTACHMENT NO. 3
PAGE 5 OF 7

EXHIBIT "A"**SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such

6

ATTACHMENT NO. 3
 PAGE 6 OF 1

suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Agreement No. 7413-16-PO

AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**") and the Oxnard Union High School District ("**OUHSD**" or "**District**") is made and entered into as of July 1, 2016. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OUHSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department ("**OPD**") shall provide the services of four (4) School Resource Officer's ("SRO's") to OUHSD school campuses. The SRO will work with OUHSD district staff as well as staff at individual schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO's to be tailored to the specific needs of each school, and it will also provide for flexibility of the SRO's law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in Exhibit A attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy-Five percent (75%) of the cost to operate and administer the SRO program for FY 2016-2017 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Five Hundred Twenty-two Thousand (\$522,000) (75% of the cost of the officers) no less than thirty (30) days prior to June 30, 2017.

City shall send invoices to: Steve Dickinson, Assistant Superintendent of Administrative Services, Oxnard Union High School District, 309 S. K Street, Oxnard, CA 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from August 29, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots,

acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Assistant Chief of Police

District:

Oxnard Union High School District
309 S. K Street
Oxnard, CA 93030
Attention: Trudy Arriaga, Interim Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

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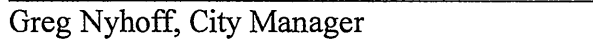
ATTACHMENT NO. 4
PAGE 3 OF 8

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
13. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

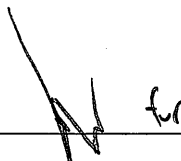
CITY OF OXNARD

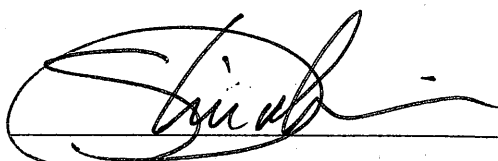
OXNARD UNION HIGH SCHOOL DISTRICT

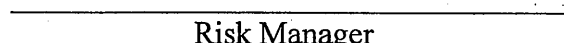

 Greg Nyhoff, City Manager


 Dr. Penelope Deleon, Superintendent

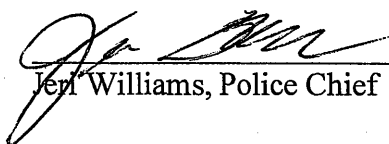
APPROVED AS TO FORM


 Stephen M. Fischer, City Attorney


 Steve Dickinson, Assistant Superintendent


 Risk Manager

APPROVED AS TO CONTENT


 Jeff Williams, Police Chief

5

 ATTACHMENT NO. 4
 PAGE 5 OF 8

EXHIBIT "A"**SRO Guidelines****ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL**

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to the deployment of the SRO and each month school administrators shall be informed of the regular or specially assigned duties and responsibilities that require the SRO to be off campus during school days and/or school hours. School Administrators shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. Copies of weekly SRO activity reports are available to the school principal and/or District Superintendent or the Superintendents' designee upon request.
6. The SRO shall inform school administration if he or she is being reassigned to cover a vacant position in the SRO unit. If the reassignment last more than two consecutive weeks the District Superintendent or Superintendent's designee will be informed by the SRO supervisor and a plan to provide full coverage to the impacted school site will be developed at no additional cost to the district.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child

has committed or is committing a criminal offense.

- a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.
 3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
 4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OUHSD, all SROs will be given a user-specific login and access to the OUHSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office

- c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
- a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: July 12, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation (15/15)

CONTACT: Ralph Alamillo, Public Works
Ralph.Alamillo@oxnard.org, 385-8341

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of \$905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

BACKGROUND

In February 2005, general contractor, Viola, Inc. was awarded the building contract for the new South Oxnard Branch Library. Viola, Inc. and its sub-contractors completed construction in April 2007.

In May 2009, multiple leaks in the library's variable air volume pits and duct system were discovered by City maintenance staff. The source of the leaks was identified and the repairs were completed by Smith Electric in June 2009. The system was monitored and a secondary leak appeared.

In September 2011, the City began discussions with Viola, Inc. regarding the issues, as they appeared to be related to the initial construction.

After initiating discussions with Viola, Inc. in September of 2011, the library's water meter indicated significant water usage in December of 2011. The City was unable to locate additional

Approve South Oxnard Branch Library Settlement Appropriation

July 12, 2016

Page 2

leaks and as a result, the City was forced to shut down the system to prevent additional water usage and damage to the library.

In March 2012, after months of negotiating with Viola, Inc. and locating additional water related issues, the City filed a lawsuit to address defective copper piping installed beneath the library floor and a faulty skylight installation.

In November 2014, the lawsuit was settled. In March 2015, the sum of \$905,000 was paid by Viola, Inc. et al to the City and deposited into the General Fund – Fund Balance Account. Subsequent to this, a transfer of the funds should have been made, assigning the \$905,000 to the Library Project Account. This did not occur. Council action on this item will approve the attached budget appropriation of \$905,000 from the General Fund – Fund Balance Account to the South Oxnard Library Improvement Project 165703. Upon completion of plans and specifications for the South Oxnard Library Improvement Project 165703, staff will return to Council for approval to go out to bid.

FINANCIAL IMPACT

Staff recommends funds received from the settlement with Viola, Inc. in the amount of \$905,000 in March 2015 be appropriated and transferred from the General Fund – Fund Balance Account to South Oxnard Library Improvement Project 165703.

ATTACHMENTS:

Attachment A - Settlement Agreement and Mutual Release

Attachment B - Capital Improvement Project Estimate

Attachment C - Budget Appropriation

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is entered into on this 4th day of December 2014 ("Effective Date") by and among the following parties, with respect to the following recitals, and subject to the terms, conditions and provisions set forth below:

1. PARTIES

PLAINTIFF: CITY OF OXNARD, a municipal California corporation ("PLAINTIFF").

SETTLING DEFENDANTS: VIOLA, INC. aka VIOLA INCORPORATED, a California corporation (erroneously sued as VIOLA CONSTRUCTION, INC. dba VIOLA, INC.) ("VIOLA"); BRANNON, INC. dba SMITH ELECTRIC SERVICE, a California corporation; ROESLING NAKAMORA TERADA ARCHITECTS, INC., a California corporation; SYSKA HENNESSY GROUP, INC., a New York corporation; COAST TO COAST GLASS CORPORATION, a California corporation and R&J SHEET METAL, INC., a California corporation (hereinafter collectively "SETTLING DEFENDANTS").

SETTLING CROSS-DEFENDANTS: CARMEL ARCHITECTURAL SALES; CASTANEDA CONSTRUCTION; STANDARD DRYWALL, INC.; TORO ENTERPRISES, INC.; ARCADIA, INC.; KALWALL CORPORATION; DAMAR CONSTRUCTION, INC.; and T.B. PENICK & SONS INC. (hereinafter collectively referred to as "SETTLING CROSS-DEFENDANTS")

PLAINTIFF, SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall each individually be referred to as a "SETTLING PARTY" and collectively as "SETTLING PARTIES".

2. RECITALS

A. WHEREAS, CITY OF OXNARD and ROESLING NAKAMORA TERADA ARCHITECTS, INC. entered into an agreement for architectural services on or about June 1, 2001 and all related amendments thereunder for the design of the South Oxnard Library to be located at 4300 Saviers Road, Oxnard, California 93033 (the "PROJECT"). Thereafter, ROESLING NAKAMORA TERADA ARCHITECTS, INC. and SYSKA HENNESSEY GROUP, INC. entered into an agreement on or about November 7, 2003 for the design and engineering of certain systems for the PROJECT.

B. WHEREAS, PLAINTIFF and VIOLA entered into a contract (the "PRIME CONTRACT") dated February 9, 2005 for the construction of the PROJECT. Thereafter, VIOLA and its subcontractors entered into various subcontract agreements for the construction of various portions of the PROJECT.

C. WHEREAS, on or about February 6, 2012, PLAINTIFF filed an action in the Ventura County Superior Court entitled *City of Oxnard v. Viola Construction et al.*, Case No. 56-2012-004122S7-CU-BC-VTA (the "LAWSUIT"). The term LAWSUIT as used herein includes the complaint and all amended complaints, cross-complaints, amended cross-complaints and all allegations, claims and requests for relief set forth therein. The operative Second Amended Complaint (the "Complaint") was filed on or about January 4, 2013. Thereafter, PLAINTIFF filed certain "DOE Amendments" naming additional parties to the Complaint, on or about October 8, 2013. In the complaint filed in the LAWSUIT, PLAINTIFF asserts and alleges certain claims against the SETTLING DEFENDANTS, and others, for breach of contract, breach of express and implied warranty, strict liability, and negligence. PLAINTIFF seeks to recover damages for the alleged improper, defective and negligent design and construction of the PROJECT, including, but not limited to, property damage, repair costs, investigation fees, design fees, experts' fees, attorneys' fees, diminution in the value of the PROJECT, and costs of suit.

D. WHEREAS, after the filing of the LAWSUIT, the Defendants and the Cross-Defendants filed their respective cross-complaints against each other. On or about July 19, 2012, VIOLA filed a cross-complaint in the LAWSUIT against the other Defendants and against additional parties, including the SETTLING CROSS-DEFENDANTS.

E. WHEREAS, the SETTLING PARTIES wish to settle and compromise their claims against each other as stated in this Agreement. The intent of this Agreement is to resolve all pending disputes and claims asserted among the SETTLING PARTIES in the LAWSUIT, or pertaining to the PROJECT, except for those expressly excluded below. It is further intended that this Agreement is a compromise of disputed claims and that this Agreement and any consideration paid or transferred shall not be construed as an admission of liability on the part of any SETTLING PARTY. It is understood that SETTLING PARTIES deny liability to each other, and that this Agreement is intended to avoid expending additional time, efforts and costs of further litigation, and to buy peace among the SETTLING PARTIES.

3. CONSIDERATION

a. In consideration of the dismissals with prejudice as against the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS from the Complaint and cross-complaints filed in the LAWSUIT, and for release set forth below pursuant to the terms of this Agreement, and for other valuable consideration described below, the SETTLING PARTIES shall pay the following sums ("Settlement Proceeds") to the PLAINTIFF as set forth below in the following amounts:

PARTY	AMOUNT
ARCADIA, INC.	15,000
BRANNON, INC. dba SMITH ELECTRIC SERVICE	80,000
CASTANEDA CONSTRUCTION	60,000
COAST TO COAST GLASS CORPORATION	118,000
DAMAR CONSTRUCTION, INC.	17,500
CARMEL ARCHITECTURAL SALES	10,000
ROESLING NAKAMORA TERADA ARCHITECTS, INC.	200,000
STANDARD DRYWALL, INC.	40,000
SYSKA HENNESSY GROUP, INC.	115,000
T.B. PENICK & SONS INC.	2,000
TORO ENTERPRISES, INC.	5,000
R&J SHEET METAL, INC.	5,000
VIOLA, INC.	237,500
TOTAL	\$905,000

Settlement payments shall be made by check(s) representing good funds payable to the CITY OF OXNARD and delivered to the law firm of Gibbs Giden Locher Turner Senet & Wittbrodt LLP, attn.: Theodore L. Senet, Esq., 1880 Century Park East 12th Floor, Los Angeles, CA 90067, no later than December 31, 2014.

The CITY OF OXNARD's Federal Tax ID is # 95-6000756. The settlement checks will be held in trust and not delivered to the CITY OF OXNARD until the issuance of an order approving this settlement as being in good faith as set forth in Paragraph 4 below.

b. In further consideration of the foregoing, KALWALL CORPORATION shall provide PLAINTIFF with the following materials: two new skylight panels (approximately 10' 1" +/- x 4' 10" +/-); new flashing coated on both sides for the existing 40' x 25' skylight; Kalwall system screws; and sealant tape for the Kalwall system metal, in accordance with mutually approved shop drawings and specifications for the remediation of the subject skylight. For the purposes of a motion for determination of good faith settlement, the SETTLING PARTIES agree that the approximate value of these materials is \$5,000.

c. In further consideration of the foregoing and subject to the granting of the motion for determination of good faith settlement as set forth in Paragraph 4 below, VIOLA unconditionally transfers and assigns to PLAINTIFF, without any guarantee or recourse (except for the express warranties and representations set forth in this Agreement), any and all rights under Subcontract No. 0503-016 dated 2/22/2005 and under any related agreements, guarantees and warranties related to the PROJECT, that VIOLA now has or may later have relating to any warranty, guarantee or repair obligation related to the roof, roof underlayment or metal siding installed by or on behalf of R&I SHEET METAL, INC. (the "ASSIGNED RIGHTS"). PLAINTIFF shall have the exclusive right to enforce the ASSIGNED RIGHTS. VIOLA further warrants and represents that it has not and it will not assign or release the ASSIGNED RIGHTS to anyone other than PLAINTIFF, and that it will execute any other documentation, and do such things as may be reasonably necessary to affect this assignment. For the purposes of the motion for good faith settlement described in Paragraph 4 below, the SETTLING PARTIES value the ASSIGNED RIGHTS at \$100 as of the date this Agreement.

d. The release of the SETTLING PARTIES pursuant to the terms of this Agreement is expressly contingent on the payment of funds identified in this Paragraph 3 by the SETTLING PARTIES and/or their insurers, the transfer of the consideration set forth in Paragraphs 3b. and 3c. above, along with the granting of the good faith settlement motion pursuant to Paragraph 4 below. Each party will be responsible for the payment and or consideration required from them above, and not for any other party's payment. The SETTLING PARTIES agree that the Court will retain jurisdiction under California Code of Civil Procedure § 664.6 to enforce this Agreement, and stipulate that judgment may be entered by the Court against any party defaulting hereunder for the amount of any payment or other consideration due, plus attorneys' fees and interest at the maximum legal rate. In the event that any litigation or proceeding is brought to collect any sums or consideration due under this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and costs from the non-prevailing party in such litigation. Except as set forth herein, all parties are to bear their own attorneys' fees and costs.

4. GOOD FAITH SETTLEMENT

This settlement is conditioned and contingent upon the entry of an Order from the Ventura County Superior Court determining that the settlement entered into among the SETTLING PARTIES was made in good faith pursuant to Code of Civil Procedure § 877.6, and dismissing and barring any cross-complaints for equitable comparative contribution, or for partial or comparative indemnity, against the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS.

5. REQUESTS FOR DISMISSAL

Within five (5) days of the following: (a) the execution of this Agreement by all SETTLING PARTIES, (b) the payment of the Settlement Proceeds as set forth in Paragraph 3 above, and (c) the entry of the Order approving this settlement as being in good faith as set forth in Paragraph 4 above, PLAINTIFF will file a Request for Dismissal with Prejudice as to each SETTLING DEFENDANT and SETTLING CROSS-

DEFENDANT who had paid in full the sums and other consideration required under Paragraph 3 above, and each of the SETTLING DEFENDANTS and SETTLING CROSS-DEFENDANTS shall file a Request for Dismissal with Prejudice of any and all cross-complaints that they have filed in the LAWSUIT.

6. RELEASE OF CLAIMS

For purposes of this Agreement, "Related Persons and Entities" shall be defined as, with respect to any business or governmental entity: its owners, principals, past or present officers (whether direct or indirect), directors, council persons, supervisors, officials, inspectors, managing agents, agents, employees, servants, insurers, attorneys, consultants, representatives, shareholders, partners, limited partnerships, board members, predecessors-in-interest, successors-in-interest, beneficiaries, assigns, sister corporations, sureties, affiliated companies or corporations, parent companies or corporations, subsidiary companies or corporations, divisions, departments, partners, joint venturers, associated companies or corporations, subrogee and/or any other entity or person otherwise related to or connected with said business.

SETTLING PARTIES' MUTUAL RELEASE. It is the specific intent of each SETTLING PARTY to mutually release each of the other SETTLING PARTIES and all of their respective Related Persons and Entities, subject to the terms of this Agreement. Therefore, and in consideration of the payment of the Settlement Proceeds, the mutual covenants and agreements contained in this Agreement, and other sufficient and valuable consideration, the SETTLING PARTIES release and discharge one another and their respective Related Persons and Entities of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damage, costs, losses of services, expenses, compensation, requests for affirmative relief, and indemnification rights, whether they be actual, implied, expressed or perceived, which the SETTLING PARTIES have had, now have or which hereafter accrue or otherwise are accrued, on account of, or in any way arising out of the LAWSUIT or the PROJECT, subject only to the exceptions listed in Paragraph 7 below.

WAIVER OF CIVIL CODE SECTION 1542. The SETTLING PARTIES acknowledge and understand that there is a risk that, subsequent to the execution of this Agreement, they may accrue, obtain, incur, suffer or sustain claims, causes of action or damages which arise out of, are caused by, are connected with, or relate to the PROJECT or the LAWSUIT, which are unknown and unanticipated at the time this Agreement is signed or which are not presently capable of being ascertained. The SETTLING PARTIES further acknowledge that there is a risk that any claims, causes of action or damages as are known or should be known with respect to the released matters may become more serious than they now expect or anticipate. Nevertheless, the SETTLING PARTIES hereby expressly waive all rights they may have in such unknown and unexpected consequences or results as to the matters released, subject only to the exceptions listed in Paragraph 7 below. The SETTLING PARTIES acknowledge that they have had the benefit of or opportunity to consult with counsel, understand the provision of California *Civil Code* § 1542, and expressly waive the provisions of *Civil Code* § 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The SETTLING PARTIES hereby specifically waive any and all rights and benefits under *Civil Code* § 1542 as they relate to the matters released and acknowledge that this settlement would not be made without such a waiver.

7. MATTERS NOT RELEASED

The following matters, claims and rights are excluded from the release set forth in Paragraph 6 above:

- (a) any claims by PLAINTIFF against any non-settling Defendant, Cross-Defendant, or any non-party who

provided labor, services, equipment or materials to the design or construction of the PROJECT, including, but not limited to METAL SALES MANUFACTURING CORPORATION, a Kentucky corporation, and their respective partners, shareholders, officers, employees, agents, insurers, sureties and affiliates; (b) the SETTLING DEFENDANTS' rights or claims under any insurance policy, any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from the claims excluded under subparagraph 7a above; (c) any rights or claims under any insurance policy, or rights and claims under any indemnity agreement, or any claims for indemnity (whether express, equitable, implied, comparative or otherwise), arising from or related to any third party claims for bodily injury, personal injury or wrongful death; (d) any claims or rights unrelated to and not arising from the PROJECT or the LAWSUIT; (e) any unexpired manufacturer's warranties with respect to the materials, products or equipment furnished or supplied to the PROJECT; (f) the right to enforce the terms of this Agreement; and (g) any claims of the City against R&J SHEET METAL or its suppliers, including but not limited to the ASSIGNED RIGHTS under paragraph 3(c) above, related to the metal roof, roof underlayment, and exterior metal wall system at the Project, or under the Subcontractor Guarantee dated 9-22-06 ("Guarantee"), a copy of which is attached as Exhibit A. R&J SHEET METAL hereby affirms that the Guarantee is in effect, that it may be enforced by the City of Oxnard, as owner and as assignee of Viola Incorporated, in accordance with its terms. In the event of a claim under the Guarantee, R&J SHEET METAL agrees that as to the City of Oxnard, R&J will not assert that the lack of slope on areas of the roof or that the approval of its shop drawings excuse or relieve R&J SHEET METAL from repairing any leaks or other defects in the roof in accordance with the terms of the Guarantee. The City represents that it has not disassembled the roof, except for the removal and reinstallation of a single screw in the cricket area. R&J SHEET METAL reserves any and all rights and defenses under the Guarantee. This Agreement shall not in any way extend the Guarantee, and except as expressly stated herein, will not alter the Guarantee. PLAINTIFF represents that it currently has no knowledge of any pending claims for bodily injury, personal injury or wrongful death related to the PROJECT, nor of any defects or warranty claims not disclosed or discussed in the mediations or expert meetings which occurred during of the course of the LAWSUIT.

8. MUTUAL REPRESENTATIONS, COVENANTS AND WARRANTIES

Each of the SETTLING PARTIES represent, warrant and agree as follows:

a. No SETTLING PARTY (nor any officer, agent, employee, representative, or attorney of or for any SETTLING PARTY) has made any statement or representation to any other SETTLING PARTY regarding any fact relied upon in entering into this Agreement, and no SETTLING PARTY is relying upon any statement, representation or promise of any other SETTLING PARTY (or of any officer, agent, employee, representative, or attorney for the other SETTLING PARTY) in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

b. Each SETTLING PARTY has been advised by counsel, or has had the opportunity to seek advice of counsel, of the effect of entering into this Agreement. Each SETTLING PARTY has entered into this Agreement freely and voluntarily and has made an investigation of the facts pertaining to this settlement, this Agreement and of all the matters relating thereto.

c. Each SETTLING PARTY or responsible officer or agent thereof has read this Agreement and understands the contents hereof. Each of the persons executing this Agreement on behalf of the respective parties is empowered to do so and hereby binds his or her respective party.

d. Each SETTLING PARTY understands and agrees that the performance of the terms of this Agreement shall not be construed as an admission of any obligation or liability or the validity of any claim, inasmuch as each SETTLING PARTY has consistently maintained that it has no obligation to any other SETTLING PARTY.

e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3c. above.

9. MISCELLANEOUS

a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

b. This Agreement is binding upon and shall inure to the benefit of each of the SETTLING PARTIES hereto and their respective parent companies, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

c. This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance, as well as the rights and obligations of the SETTLING PARTIES hereunder, shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law. The Ventura County Superior Court shall be the appropriate venue for the resolution of any disputes in connection with this Agreement. Each of the SETTLING PARTIES hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the SETTLING PARTIES hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

d. The invalidity of any non-material provision(s) or part of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

e. The parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement.

f. This Agreement may be executed in counterparts and when signed by each of the parties hereto with signed copies delivered to the other party, or their attorney, shall be deemed in full force and effect executed as set forth below. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

VIOLA, INC.

By:

Name: Tim Flynn

Title: MAJOR

By:

Name:

Title:

e. Each SETTLING PARTY hereto represents and warrants that there has been no assignment, sale or transfer, by operation of the law or otherwise, of any claim, right, cause of action, demand, obligation, liability or interest released by any of them as provided herein, except for the express assignment set forth in Paragraph 3c. above.

9. MISCELLANEOUS

a. This Agreement is the entire agreement and understanding between the SETTLING PARTIES with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and written agreements and discussions between or among any of them. The SETTLING PARTIES acknowledge and agree that there are no conditions, covenants, agreements or understandings between or among any of them except as set forth in this Agreement and the exhibits hereto. This Agreement may be amended only by a writing signed by the SETTLING PARTIES.

b. This Agreement is binding upon and shall inure to the benefit of each of the SETTLING PARTIES hereto and their respective parent companies, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

c. This Agreement is to be executed and delivered within the State of California, and its validity, construction and performance, as well as the rights and obligations of the SETTLING PARTIES hereunder, shall be governed, construed and enforced in accordance with the laws of the State of California, without regard to principles of choice of law. The Ventura County Superior Court shall be the appropriate venue for the resolution of any disputes in connection with this Agreement. Each of the SETTLING PARTIES hereto has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the SETTLING PARTIES hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of its preparer.

d. The invalidity of any non-material provision(s) or part of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

e. The parties hereto agree to execute such documents and to take such other action as may be reasonably necessary to further the purpose(s) of this Agreement.

f. This Agreement may be executed in counterparts and when signed by each of the parties hereto with signed copies delivered to the other party, or their attorney, shall be deemed in full force and effect executed as set forth below. Further, a signature received by facsimile or e-mail (in PDF form) is as binding as an original signature.

IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE AS OF THE DATE FIRST SET FORTH ABOVE.

CITY OF OXNARD

VIOLA, INC.

By: _____
Name:
Title:

By: 
Name: Michael T. Viola
Title: Chief Executive Officer

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: 
Name: MICHAEL BRANNON
Title: PRESIDENT

By: _____
Name: _____
Title: _____

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

ARCADIA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: *Gary A. Brennen*
Name: GARY A. BRENNEN
Title: CO-PRESIDENT

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

ARCADIA, INC.

By: _____
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Title: _____

By: _____
Name: _____
Title: _____

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Title: _____

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ARCHITECTS, INC.

By: _____
Name: _____
Title: _____

SYSKA HENNESSY GROUP, INC.

By: _____
Name: _____
Title: _____

STANDARD DRYWALL, INC.

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

By: 
Name: MIKE MARSHALL
Title: CEO

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

By: _____
Name: _____
Title: _____

ARCADIA, INC.

By: _____
Name: _____
Title: _____

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: _____
Name:
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By: _____
Name:
Title:

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name:
Title:

By: _____
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Title:

KALWALL CORPORATION

ARCADIA, INC.

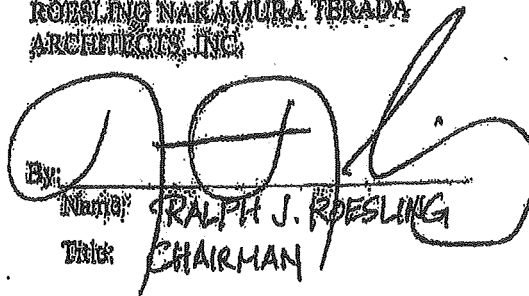
By: Richard R. Keller 1/16/15
Name: Richard R. Keller
Title: President

By: _____
Name:
Title:

BRANNON, INC. dba SMITH ELECTRIC
SERVICES

ROESLING NAKAMURA TERADA
ARCHITECTS, INC.

By: _____
Name: _____
Title: _____

By: 
Name: RALPH J. ROESLING
Title: CHAIRMAN

SYSCA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

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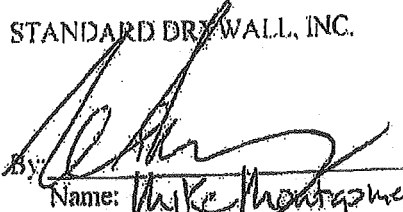
By: _____
Name:
Title:

By: _____
Name:
Title:

SYSKA HENNESSY GROUP, INC.

STANDARD DRYWALL, INC.

By: _____
Name:
Title:

By: 
Name: Mike Montgomery
Title: Counsel of Record per CCP#664.7

DAMAR CONSTRUCTION

CASTANEDA CONSTRUCTION

By: _____
Name:
Title:

By: _____
Name:
Title:

KALWALL CORPORATION

ARCADIA, INC.

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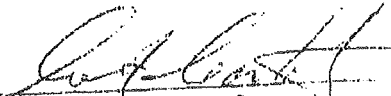
STANDARD DRYWALL, INC

By: _____
Name:
Title:

DAMAR CONSTRUCTION

By: _____
Name:
Title:

CASTANEDA CONSTRUCTION

By: 
Name: Andrew F. Castaneda
Title: President / General manager

KALWALL CORPORATION

By: _____
Name:
Title:

ARCADIA, INC

By: _____
Name:
Title:

BRANNON, INC. dba SMITH ELECTRIC
SERVICE

By: _____
Name: _____
Title: _____

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ARCHITECTS, INC.

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Title: _____

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By: _____
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Title: _____

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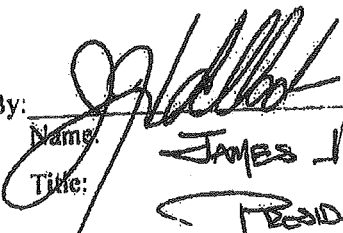
CASTANEDA CONSTRUCTION

By: _____
Name: _____
Title: _____

KALWALL CORPORATION

By: _____
Name: _____
Title: _____

ARCADIA, INC.

By: 
Name: JAMES H. SCHUDEL
Title: President

CARMEL ARCHITECTURAL SALES

By: _____

Name:

David P. Trowno

Title: CEO

COAST TO COAST GLASS CORPORATION

By: _____

Name:

Title:

TORO ENTERPRISES, INC.

By: _____

Name:

Title:

T.B. PENNICK & SONS, INC.

By: _____

Name:

Title:

R&J SHEET METAL, INC.

By: _____

Name:

Title:

APPROVED AS TO FORM:GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

By: _____

Theodore L. Senet, Esq.

Attorneys for CITY OF OXNARD

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____

Charles L. Harris, Esq.

Patrick J. McCormick, Esq.

Mikita A. Weaver, Esq.

Attorneys for VIOLA INC.

CARMEL ARCHITECTURAL SALES

COAST TO COAST GLASS CORPORATION

By: _____

Name:

Title:

TORO ENTERPRISES, INC.

By: _____

Name:

Title: *pres*

R&J SHEET METAL, INC.

By: _____

Name:

Title:

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T.B. PENNICK & SONS, INC.

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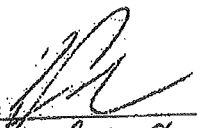
TORO ENTERPRISES, INC.

T.B. PENNICK & SONS, INC.

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

R&J SHEET METAL, INC.

By: 
 Name: Rocky Flemons 6-2015
 Title: V.C. President

APPROVED AS TO FORM:GIBBS GIDEN LOCHER TURNER
SENET & WITTBRODT LLP

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
 Theodore L. Senet, Esq.
 Attorneys for CITY OF OXNARD

By: _____
 Charles L. Harris, Esq.
 Patrick J. McCormick, Esq.
 Mikita A. Weaver, Esq.
 Attorneys for VIOLA INC.

CARMEL ARCHITECTURAL SALES

COAST TO COAST GLASS CORPORATION

By: _____
 Name: _____
 Title: _____

By: Michelle Leterding
 Name: _____
 Title: Corp. Pres. 12/10/14

TORO ENTERPRISES, INC.

T.B. PENNICK & SONS, INC.

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

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COAST TO COAST GLASS CORPORATION

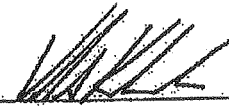
By: _____
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TORO ENTERPRISES, INC.

T.B. PENNICK & SONS, INC.

By: _____
 Name: _____
 Title: _____

By:  _____
 Name: Victor Klemaske
 Title: Vice President

R&J SHEET METAL, INC.

By: _____
 Name: _____
 Title: _____

APPROVED AS TO FORM:GIBBS GIDEN LOCHER TURNER
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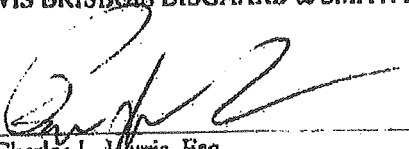
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LAW OFFICES OF LINDA M.
LIBERTUCCI

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BYRON & EDWARDS, APC

By: Michael M. Edwards
Michael M. Edwards, Esq.
Attorneys for ROESLING NAKAMURA
TERADA ARCHITECTS, INC.

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STEWART LLP

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GROUP, INC.

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By: Michael T. Montgomery
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BONETATI & KINCAID, INC.

GREEN & HALL

By: Marc S. Soble
Marc S. Soble, Esq.
Attorneys for DAMAR
CONSTRUCTION, INC.

By: Jonathan M. Slipp
Jonathan M. Slipp, Esq.
Attorneys for CASTANEDA
CONSTRUCTION

BREMER WHYTE BROWN & O'MEARA

ERVIN COHEN & JESSUP, LLP

By: John O'Meara
John O'Meara, Esq.
Fred Lee, Esq.
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CORPORATION

By: Barry J. MacNaughton
Barry J. MacNaughton, Esq.
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Valerie Escalante, Esq.
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John O'Meara, Esq.
~~Red Lee, Esq.~~ *Kevin Karooni, Esq.*
Attorneys for KALWALL
CORPORATION

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Valerie Escalante, Esq.
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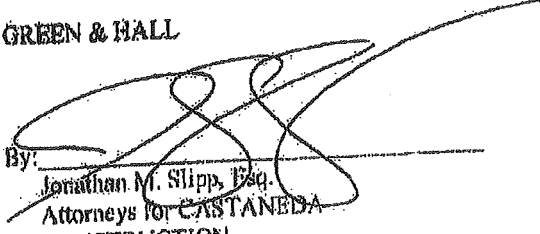
By: _____
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Valerio Escalante, Esq.
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GREEN & HALL

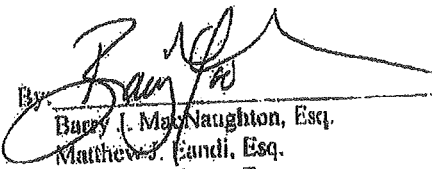
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CONSTRUCTION, INC.

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ERVIN COHEN & JESSUP, LLP

By: _____
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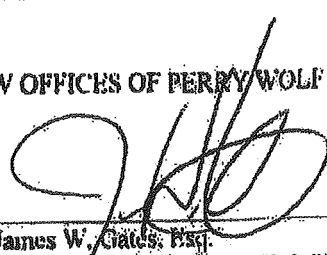
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By: 
 Bret W. Eubank, Esq.
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 ARCHITECTURAL SALES



R & J Sheet Metal, Inc.

ARCHITECTURAL, SHEET METAL & SKYLIGHTS
CONTRACTOR'S LICENSE # 540085

7575 WOODWIND DRIVE
HUNTINGTON BEACH, CA 92047
Phone: (714) 842-1308
Fax: (714) 848-1848

SUBCONTRACTOR GUARANTEE

CONTRACTOR: Viola Incorporated
P.O. Box 5824
Oxnard, CA 93031

PAYMENT IN FULL WILL VALIDATE THE FOLLOWING:

We hereby guarantee that the work in the specification section noted above has been done in strict accordance with the drawings and specifications, and that the work installed will fulfill the requirements of those specifications. We agree to repair or cause to be repaired or replaced, any or all of our work which may prove to be defective in workmanship and/or materials, together with any adjacent work which requires repair or replacement because of defective work within a period of (20) TWENTY YEARS from the date of acceptance of the above named project by the owner.

Ordinary wear and unusual abuse or neglect are excepted from this guarantee.

SIGNED BY:

Julie Fleeman

TITLE:

Julie Fleeman, President

DATE:

9-22-06

EXHIBIT A

OXN0006433

**CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE**

N.2.b

Project Title: South Oxnard Library Rehabilitation Project Specification No: LD16-00

Account No: _____ Project No. _____ Project Manager: Ralph Alamillo

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)			
1. Preliminary Feasibility	50,000		
2. Design or Construction			
3. Specification/Cost Estimate	100,000		
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis	10,000		
3. Inspection	10,000		
4. Testing	5,000		
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)			
Total External Services	\$ 175,000		
II. INTERNAL SERVICES			
A. Design Engineering (8451)	5,000		
B. Inspection (8451)			
C. Survey (8451)			
D. Contract Administration (8451)	54,000		
E. Contract Procurement (8451)*	6,000	6,000	6,000
Total Internal Services	\$ 65,000	\$ 6,000	\$ 6,000
III. CONSTRUCTION/ACQUISITION			
<i>Funding for items in this section must be in place before contract is awarded</i>			
A. Land, Easements and Rights-of-Way (8601)			
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New	665,000		
8605-Major Repair			
D. Machinery/Equipment (8606/8607)			
Total Construction/Acquisition	\$ 665,000		
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)			
B. CIP Indirect Cost (2.23% of total construction costs)			
Total Other Costs			
Project Total	\$ 905,000	\$ 6,000	\$ 6,000
Total Appropriation			
Less: Encumbrances & Expenditures			
Balance Available			

***NOTICE**

Approval of this estimate authorizes the transfer of the amount shown in item II-E from the project listed above to Contract Procurement Account No. 101-4501-553-7337 when bid solicitation services begin.

Prepared by: RA

Date: March 3, 2016

Approved by: _____

Date: _____

S:\Contract Procurement\Tools\Project Estimate

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Art Gutierrez

Date: July 12, 2016
Phone: 385-8082

Reason for Appropriation:

To appropriate \$905,000 from General Funds - Fund Balance for the remediation of flooring and skylight at South Oxnard Branch Library

Accounts and Descriptions

AMOUNT

Fund: GENERAL FUND (101)

Expenditures/Transfers Out

RESERVES AND TRANSFERS (1002)

101-1002-808.87-12	TRANSFERS - OUT / TSFR TO CAPITAL OUTLAY FD	<u>905,000</u>
	Sub-total Expenditures	<u>905,000</u>

Net Change to Fund Balance (905,000)

Fund: Capital Outlay Funds (301)

Revenues/Transfers In

So. Oxnard Library (5407)

301-5407-711.79-01	OPERATING TRANSFERS IN / TRANSFERS FR.GENERAL FU	<u>905,000</u>
	Sub-total Revenues	<u>905,000</u>

Expenditures/Transfers Out

So. Oxnard Library Improvement (Project 165703)

301-5407-826.82-01	CONTRACTS AND SERVICES / SVCS-ARCHITECTURE/ENG	150,000
301-5407-826.82-08	CONTRACTS AND SERVICES / SERVICES - CONSTRUCTION	25,000
301-5407-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	65,000
301-5407-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	<u>665,000</u>
	Sub-total Expenditures	<u>905,000</u>

Net Change to Fund Balance 0

REQUIRES CITY COUNCIL AUTHORIZATION

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

Packet Pg. 334

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: July 19, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Ordinance Continuing and Establishing Water User Fees and Charges (10/60)

CONTACT: Jay Duncan, Public Works
jay.duncan@oxnard.org, 385-8387

RECOMMENDATION:

That City Council introduce the ordinance continuing and establishing fees and charges for the use of and for services relating to City water services, and approve the first reading and further reading by title only.

BACKGROUND

Utility Rate Process

On October 13, 2015, City Council approved beginning the rate setting process for water, wastewater, and solid waste rates. The rate setting process includes a Proposition 218 protest procedure including a notice, a 45 day waiting period, and a public hearing to consider protests. On November 17, 2015, Council directed that a protest form be included in the rate notice, and on December 3, 2015, the Proposed Utility Rate Increases Notices were mailed to parcel owners and utility customers. The City Council held the public hearing to consider protests on January 19, 2016, and did not receive protests from a majority of water utility customers.

An ordinance updating the water rates to those presented in the aforementioned Proposition 218 notice was introduced following the protest hearing on January 19, 2016, and on January 26, 2016, the City Council considered adoption of the ordinance. At that time, the City was in the process of completing its Comprehensive Annual Financial Report (CAFR) for FY 2014-15,

Ordinance Continuing and Establishing Water User Fees and Charges

July 19, 2016

Page 2

which serves as the official, audited record of the City's finances, including those of the utility funds. Due to the delay of the CAFR's completion, and questions as to whether the completed CAFR would affect the need to modify the proposed rates, the Council did not approve the proposed rates at that time. Staff was directed to re-evaluate the proposed rates after the completion of the CAFR, and bring the rates forward to Council at that time. The FY 2014-15 CAFR was completed and published on June 15, 2016.

The FY 2014-15 audited revenues, expenditures, and fund balances that were used to develop the CAFR have been compared to the information that served as the basis for the 2015 rate study that calculated the proposed water rates, and have been incorporated into an updated cost of service analysis. Based on this analysis, the rates originally proposed in the December 3, 2015 notice remain in alignment with the cost of service. As such, the proposed rates included in the proposed Ordinance are consistent with those brought before Council originally on January 19 and January 26, 2016.

As proposed, the water rates would first be adjusted on October 1, 2016, to the level previously proposed to be implemented on March 1, 2016 under the ordinance considered in January. Subsequent updates will implement the proposed rates and timing set forth in the December 3, 2015 Proposition 218 notice.

Need for Water Rate Increases

The City's primary financial goal for its utility enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations and maintenance, capital improvement, debt service and reserves. The funds generated by water utility rates are used to provide safe drinking water for our residents and businesses. This money funds operations, maintenance, repairs, debt payments, infrastructure costs, and capital projects. The current revenues from water are less than the overall costs to provide the services. Rate increases are needed to improve and support the fiscal health of these vital services.

To maintain adequate water supply and reliability, the City must comply with strict environmental regulations and State water conservation mandates. These compliance efforts have increased the cost of water supplies and reduced water revenues below the cost of providing those supplies. Because the majority of expenses are fixed costs, when water consumption goes down revenues decrease more than expenses.

Recommended Rates

Utility rates and fees are set following specific legal requirements and industry best practices. Utility revenue can only be used for the utility for which it is collected, though indirect charges for General Fund services and Infrastructure Use Fees for public safety and streets are allowable. Utility charges must also not exceed the estimated reasonable cost of service usually based on a Cost of Services Study. In addition, rates must be charged only to the users benefiting from the service.

Ordinance Continuing and Establishing Water User Fees and Charges

July 19, 2016

Page 3

A court ruling changed the way water rates can be structured. Previously, cities were encouraged to have tiered rate structures to encourage conservation. Now tiers are still allowed, however, rates must be tied to costs of service not just conservation goals. This has impacted water rate structures for many California cities including Oxnard. The proposed rates follow the new interpretation of Proposition 218.

In 2015, a consultant completed a Cost of Services Study which details the City's obligation to address significant infrastructure needs and provides a detailed rate and cost of service analysis. Based on operational requirements, recommended rate policy, and capital improvement requirements, it was recommended that water rate revenues be increased 15% in 2015-16, 12% in 2016-17, 8% in 2017-18, 8% in 2018-19, and 8% in 2019-20. The actual increase for individual customers would vary depending on several factors including customer class, account characteristics, and actual level of use.

Staff now recommends adoption of this Ordinance, implementing a 15% rate revenue increase on October 1, 2016 and implementing rate increases for subsequent years based on the rates and timing set forth in the December 3, 2015 Proposition 218 notice.

Consequences of Not Raising Water Rates

If water rates are not raised, the Water Enterprise Fund will not receive enough revenue to cover expenses. The Fund will not be able to meet bond coverage requirements which could result in a credit downgrade and increased cost for funding required maintenance projects. Replacement of failed water meters could be delayed which could further reduce revenues. Maintenance of pipeline corrosion protection systems, flushing of pipelines, and exercising of valves would be delayed. Street resurfacing projects would be delayed or streets would be resurfaced without replacing cast iron and asbestos cement water lines. This could result in premature failures and damage to new streets.

FINANCIAL IMPACT

If approved, the rate increase will provide \$6.1 million in revenue for FY 2016-17 for water services in Fund 601 Water Operating Budget.

ATTACHMENTS:

Attachment A - Ordinance Establishing Fees and Charges for the Use of and for Services Relating to City Water Services

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE ESTABLISHING FEES AND CHARGES FOR THE USE OF
AND FOR SERVICES RELATING TO CITY WATER SERVICES

WHEREAS, Section 22-60 of the Oxnard City Code requires that the City Council establish by ordinance the rates charged for all water supplied by the City; and

WHEREAS, Section 22-60 of the Oxnard City Code provides that the rates charged for water supplied by the City shall be increased by the same percentage that the rates paid by the City to its water supply wholesalers increase; and

WHEREAS, the Water Resources Division – Water Section operates as a self-supporting enterprise fund (Water Fund) that depends upon revenues derived from the sale of water to City customers; and

WHEREAS, on the 18th of September, 2012, the City Council adopted City ordinance 2859, establishing the current rates and charges applicable to City water customers; and

WHEREAS, the City's Public Works Department completed a Cost of Services Study, dated September 2015 (Rate Study). The Rate Study assesses the Water Enterprise operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, which collectively are incorporated into the recommended rates provided in this ordinance, so that the proportional cost of providing water service to the City's various customer classes are allocated consistently with all applicable legal requirements. The Rate Study and all the studies, plans and documents relied upon and incorporated in the Rate Study provide the basis for the rates and charges set forth herein; and

WHEREAS, the notice, 45-day waiting period, and public hearing requirements of Proposition 218 have been met for this ordinance; and

WHEREAS, the Rate Study and this ordinance reflect updated supplemental fees and charges for certain special services available upon request throughout the City; and

WHEREAS, this ordinance was introduced to the City Council on January 19, 2016, and the Council approved the first reading; and

WHEREAS, on January 26, 2016, the motion to adopt this ordinance failed, and the Council requested that staff re-introduce this ordinance after completion of the CAFR, which just occurred; and

WHEREAS, this ordinance reflects the rates listed in the Rate Study for water usage; and

Ordinance No. _____

Page 2

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on inflation, changes in certain third-party costs and mandatory water shortage conditions.

WHEREAS, the proposed rates displayed as effective beginning October 1, 2016, show the authorized rates applicable October 1, 2016. However, the actual rates effective October 1, 2016 may vary based on the implementation of any automatic rate adjustments as may be authorized before the effective date of this ordinance; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. The adoption of this ordinance is exempt from the California Environmental Quality Act because the fees adopted herein are for the following purposes:
 - a. Meeting operating expenses, including the increased cost of water supplies, treatment chemicals, electricity costs, debt service, and Water Division employee wages and fringe benefits; and
 - b. Purchasing and leasing supplies, equipment, and materials associated with the provision of water service; and
 - c. Meeting financial reserve needs and requirements; and
 - d. Obtaining funds for capital projects necessary to maintain water service within the City service area, including cast iron pipe replacement, water quality treatment upgrades, fire hydrant upgrades, hydraulic improvements to the existing system, control system improvements, and groundwater well rehabilitation.
2. The basis for the foregoing claim of exemption is found in the Rate Study.

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

Part 1. Section 22-61 of the Oxnard City Code is amended to read as follows:

SEC. 22-61. FEES AND CHARGES.

The following fees and methods for charging and collecting for services relating to the water system of the city are established and effective during the dates indicated, as follows:

I. Monthly Water Use Rates

- A. Monthly Rates for Single Family Residential Water Use, including Ocean View Residential:

Ordinance No. _____

Page 3

Tier	Usage in HCF	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 9	\$3.87	\$3.91	\$4.11	\$4.41	\$4.77
2	> 9 to 15	\$4.57	\$4.61	\$4.85	\$5.21	\$5.63
3	> 15	\$6.12	\$6.18	\$6.51	\$6.98	\$7.55

B. Monthly Rates for Multi-Family Residential Water Use

Tier	Usage in HCF	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 8 per DU*	\$3.90	\$3.94	\$4.14	\$4.44	\$4.81
2	> 8 to 12 per DU	\$4.32	\$4.35	\$4.58	\$4.91	\$5.32
3	> 12 per DU	\$4.97	\$5.01	\$5.28	\$5.66	\$6.12
*Tiers for Multi-family/Multi-unit Residential water rates are variable and are determined by multiplying each tier allotment by the number of dwelling units (DUs).						

C. Monthly Rates for Commercial/Institutional/Industrial/Fireline/Landscape Irrigation Water Use, including Ocean View Commercial/Industrial/Institutional

Tier	Usage in HCF	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 100	\$3.72	\$3.75	\$3.95	\$4.23	\$4.58
2	> 100	\$4.33	\$4.37	\$4.60	\$4.93	\$5.34

D. Monthly Rates for Metered Construction Water Use

Tier	Usage in HCF	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 100	\$3.72	\$3.75	\$3.95	\$4.23	\$4.58
2	> 100	\$4.33	\$4.37	\$4.60	\$4.93	\$5.34

Ordinance No. _____

Page 4

E. Monthly Rates for Irrigation Water Use

Tier	Usage in HCF	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 50	\$4.06	\$4.10	\$4.31	\$4.62	\$5.00
2	> 50	\$4.29	\$4.33	\$4.55	\$4.88	\$5.28

F. Monthly Rates for Oceanview Agricultural Irrigation Water Use

	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Uniform Volumetric Rate per HCF	\$1.49	\$1.57	\$1.62	\$1.67	\$1.74

G. Recycled Water for Industrial/Irrigation in Lieu of Potable Water

Tier	Usage in HCF	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
1	0 to 50	\$3.46	\$3.49	\$3.67	\$3.93	\$4.25
2	> 50	\$3.65	\$3.69	\$3.87	\$4.15	\$4.49

II. Monthly Meter Rates

In addition to monthly rates for water use (per HCF) as set forth in subsection I, all accounts shall pay one of the following monthly meter rates, based on service connection or meter size, and the associated customer class or use:

A. Single Family Residential, Multi-Family Residential,
Ocean View Commercial/Institutional/Industrial, and Metered Construction

Meter Size	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
3/4"	\$16.08	\$18.49	\$23.09	\$25.77	\$27.64
1"	\$24.25	\$27.89	\$34.82	\$38.87	\$41.69
1 1/2"	\$44.49	\$51.17	\$63.90	\$71.32	\$76.50
2"	\$68.89	\$79.23	\$98.92	\$110.41	\$118.44

Ordinance No. _____

Page 5

3"	\$125.84	\$144.73	\$180.72	\$201.70	\$216.37
4"	\$207.19	\$238.30	\$297.54	\$332.09	\$356.23
6"	\$451.10	\$518.84	\$647.82	\$723.05	\$775.62
8"	\$735.63	\$846.09	\$1,056.43	\$1,179.11	\$1,264.83
10"	\$1,142.12	\$1,313.61	\$1,640.18	\$1,830.66	\$1,963.74

B. Commercial/Institutional/Industrial/Landscape Irrigation and Oceanview Agricultural

Meter Size	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
3/4"	\$14.16	\$17.97	\$23.94	\$27.30	\$27.64
1"	\$21.36	\$27.10	\$36.10	\$41.18	\$41.69
1 1/2"	\$39.19	\$49.73	\$66.25	\$75.56	\$76.50
2"	\$60.68	\$77.00	\$102.57	\$116.99	\$118.44
3"	\$110.85	\$140.66	\$187.37	\$213.71	\$216.37
4"	\$182.51	\$231.58	\$308.49	\$351.87	\$356.23
6"	\$397.37	\$504.22	\$671.68	\$766.12	\$775.62
8"	\$648.00	\$822.26	\$1,095.33	\$1,249.34	\$1,264.83
10"	\$1,006.07	\$1,276.61	\$1,700.58	\$1,939.68	\$1,963.74

III. Special Water Services: Each customer shall pay the following fees, according to the service received.

A. Flat Rates: Effective October 1, 2016

Where meters are not installed, water services shall be paid for each dwelling facility, business activity, construction site, or service, whether or not such facility, activity, site or service is at the same location, at a monthly rate which shall be determined by the public works director subject to the approval of the city manager. Any unmetered service shall be temporary and limited to the shortest duration practical.

B. Fire Services

In addition to the monthly rate for water service (per HCF) set forth in subsection I, and the monthly meter rates set forth in subsection II, those accounts with separate, private fire lines used exclusively for fire protection, whether such lines are attached to automatic sprinkler systems, fire hydrants or hose attachments, shall pay monthly meter rates, based on meter or connection size:

Ordinance No. _____

Page 6

Meter Size	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
3/4"	\$2.06	\$2.31	\$2.50	\$2.70	\$2.92
1"	\$3.56	\$3.99	\$4.31	\$4.66	\$5.04
1 1/2"	\$6.81	\$7.63	\$8.25	\$8.91	\$9.63
2"	\$10.94	\$12.26	\$13.25	\$14.31	\$15.46
3"	\$24.13	\$27.03	\$29.20	\$31.54	\$34.07
4"	\$41.23	\$46.18	\$49.88	\$53.88	\$58.20
6"	\$86.00	\$96.32	\$104.03	\$112.36	\$121.35
8"	\$123.72	\$138.57	\$149.66	\$161.64	\$174.58
10"	\$199.43	\$223.37	\$241.24	\$260.54	\$281.39

C. Unmetered Sites (Temporary Jumper)

In new subdivisions and other projects where meters are not installed immediately, water use shall be paid for at rate determined as set forth in subsection III (A). In addition to those monthly rates for water use, a monthly charge based on the size of the service connection shall be imposed as follows:

Meter Size	Effective October 1, 2016	Effective January 1, 2017	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
3/4"	\$33.98	\$36.54	\$42.10	\$46.12	\$49.68
1"	\$61.89	\$65.83	\$74.79	\$81.67	\$88.03
1 1/2"	\$156.09	\$163.67	\$182.40	\$198.22	\$213.90
2"	\$254.89	\$266.73	\$296.42	\$321.91	\$347.44

D. Service to City

1. The city shall pay for all installation services furnished to the city at the rates established by this section. However, the water division shall be exempt from paying for installation service.
2. The city shall pay for all water furnished to the city at the rates established by this section. However, the water division and the fire department shall be exempt from paying for water provided to them.
3. Unmetered water used for street sweeping, plant watering, storm drain flushing, construction purposes, and all miscellaneous uses not herein specifically mentioned shall be deemed to have been furnished through a single meter for each department.

Ordinance No. _____

Page 7

The Public Works Director shall estimate the monthly volume of unmetered water used for such purposes.

4. All water furnished to property owned by the city shall be metered.

E. Temporary Agricultural Use

The city may provide water on a temporary basis for agricultural purposes in accordance with section 22-65 of the City Code. Monthly water rates for temporary agricultural purposes shall be the same as commercial/industrial blended rates.

F. Broken locks

In the event a customer breaks a lock placed on the water meter, in addition to all other amounts due, the customer shall pay a fee of \$12.00 to replace the broken lock.

G. Billing and collection; delinquent bills; nonpayment

The customer shall pay a fee of \$13.00 for each visit to a customer's property to collect a water bill that is delinquent. If water service is discontinued due to nonpayment or non-compliance with the City Code or this ordinance, in addition to all other amounts due, the customer shall pay a fee of \$80.00 for resuming service.

H. Billing Procedure for Periodic Charge for City Water Service

Water service bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.

Part 2. As provided in section 22-37 of the City Code, the customer shall pay for installation of each water service and water meter:

(A) In addition to the cost of administration and materials, the rates for installing each new service and each new meter, which amount shall be paid in advance, shall be as follows:

Service	Meter	Meter Box and Tail Piece	Effective January 1, 2013
3/4"	3/4"	3/4"	\$1,500.00
1"	1"	1"	\$1,700.00
1-1/2"	1-1/2"	1-1/2"	\$2,200.00
2"	2"	2"	\$2,500.00

Ordinance No. _____

Page 8

- (B) The rates for installing each new meter on a service, previously installed and paid for, shall be as follows in addition to the cost of materials:

Meter	Service	New Box	Effective January 1, 2013
3/4"	3/4"	3/4"	\$450.00
1"	1"	1"	\$525.00
1-1/2"	1-1/2"	1-1/2"	\$925.00
2"	2"	2"	\$1,100.00

Part 3. As provided in sections 22-19, 22-26, 22-33, 22-35, 22-39, 22-40, 22-46, 22-48, 22-49 and 22-61 of the City Code, the city shall require the payment of deposits, fees and charges as follows:

- (A) Fully Allocated Hourly Rates

	Effective January 1, 2013
Meter Repair Worker	\$68.00
Water Distribution Operator I	\$62.00
Water Distribution Operator II	\$71.00
Senior Water Distribution Operator	\$78.00

- (B) Deposit guaranteeing payment

Each applicant for service shall be required to place a deposit with the city to guarantee the payment of all water charges. The amount of this deposit for monthly water service shall be:

	Meter	Effective January 1, 2013
For each	3/4"	\$44.00
For each	1"	\$65.00
For each	1-1/2"	\$120.00
For each	2"	\$185.00

For each meter over two inches, an amount equal to an approximate one-month minimum bill, but not less than \$205.00.

- (C) Meter testing

Upon written request to test a meter, the customer shall deposit \$100.00 for a meter size of up to eight inches and \$200.00 for a meter size of over eight inches.

Ordinance No. _____

Page 9

(D) Turning water on or off – non-emergency

Except in an emergency situation, the charge to have water turned on or off during customary business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) shall be \$80.00. To have the water turned on or off at any time after hours (this includes weekends and City-observed holidays), the charge shall be \$145.00.

(E) Removal of meter and reinstallation

In the event a customer turns on the water service or permits or causes water service to be turned on after water service has been turned off for nonpayment or noncompliance, the city shall again turn off the service and remove the meter, and the customer shall pay a fee of \$120.00, in addition to other amounts due, before water service is restored.

(F) Request for Relocation or Abandonment of Meters or Service will be estimated in accordance with the following schedule:

1. Relocate meter box laterally (not in paved area):

Meter	Effective January 1, 2013	Effective January 1, 2013
3/4"	\$440.00 + Abandonment Cost	\$560.00
1"	\$615.00 + Abandonment Cost	\$735.00
1-1/2"	\$835.00 + Abandonment Cost	\$985.00
2"	\$1,190.00 + Abandonment Cost	\$1,370.00

2. Relocate meter box from yard to sidewalk

Service	Effective January 1, 2013
Relocate meter box from yard to sidewalk	\$240.00

3. Relocate meter box from driveway to sidewalk

Service	Effective January 1, 2013
Relocate meter box from driveway to sidewalk	\$300.00

4. Abandonment of water services:

Meter	Effective January 1, 2013
3/4"	\$120.00
1"	\$120.00
1-1/2"	\$150.00
2"	\$180.00

*** Relocation or abandonment of services will be done by Water Distribution personnel unless it is determined by the Water Division Manager that a contractor will be used. It is required that the contractor follow the proper Public Works procedures, obtain all necessary permits, have all necessary inspections performed and pay all required fees.**

5. Credit for existing meter removed and replaced with a larger service and meter in the same location:

Meter	Effective January 1, 2013
3/4"	\$235.00
1"	\$290.00
1-1/2"	\$505.00
2"	\$715.00

(G) Backflow Prevention and Cross-Connection Control

Timely submission of forms demonstrating completed testing and inspection compliance for backflow prevention and cross-connection control device(s) shall include a \$21.00 fee for each device. If the properly completed compliance forms are not returned within 30 days, the Water Division Manager shall send a second notice, and assess an additional \$16.00 late fee. If the properly completed compliance forms are not returned within 60 days of the original notice, the Water Division Manager shall send a third notice, and assess an additional \$27.00 late fee. If the properly completed compliance forms are not returned within 90 days of the original notice, the customer or owner shall pay an additional \$53.00, plus the cost of all administrative, labor and materials required to complete the work. Inspection services by City employees shall be provided for a fee of \$48.00 plus, \$16.00 per device.

Ordinance No. _____

Page 11

(H) Fire Hydrant Test, Inspection and Repairs Fees

Service	Effective January 1, 2013
Hydrant Flow Test Inspection	\$150.00

Temporary Hydrant Meter	Effective January 1, 2013
Setup/Retrieval	\$100.00
Move	\$65.00
Deposit – Meter Replacement Cost	\$850.00
Damaged Hydrant Meter Repair	Labor + Materials
Water Curbs Stop Repair	Labor + Materials

Part 4. Other Rate Adjustment Authorizations:

Pursuant to Government Code section 53756, Municipal Code section 22-60(B) (C) and (D) is amended and restated in its entirety as follows:

(B) Each applicable rate provided in this title shall adjust at the same percentage as the percentage or magnitude change in the rates or charges that the City pays to each and every third party water supplier (e.g., United Water Conservation District, Calleguas Municipal Water District, etc.) and management agency from whom the City purchases some or all its water supplies, or to whom the City pays a groundwater extraction, replenishment or pump charge, as those rates and charges are calculated and applied in the Rate Study. Any rate provided in this title that is not impacted by rates or charges imposed by City purchases of water from third party suppliers, or payment of groundwater extraction, replenishment or pump charges, shall not be subject to adjustment for these costs. Such adjustments shall be effective concurrent with the date of any adjustments in rates and charges applicable to and imposed on the City as described in this subsection.

(C) Annually on July 1 of each year, the rates provided in this title shall automatically adjust to reflect the prior year, April to April, annual percentage change in the Consumer Price Index – All Urban Consumers, Los Angeles – Riverside – Orange County, California, published by the U.S. Bureau of Labor Statistics. For example, on July 1, 2017, the inflation adjustment percent is to be calculated based on the percentage change from April 2016 to April 2017 for the above referenced index.

(D) When the City Council declares the existence of a water shortage condition pursuant to City of Oxnard, Municipal Code Section 22-154, the water rates and charges provided in this title that are based on water use shall be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration. For example, if the Council declares a Stage 2 water shortage condition with a mandatory water use reduction goal of 20%, then the rates provided in this

Ordinance No. _____

Page 12

title that are based on water use, shall be concurrently adjusted upward by the same percentage – 20%. This adjustment shall be initiated as of the effective date of the water shortage declaration and terminate as of the date of the termination of that water shortage declaration.

Part 5. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after October 1, 2016. Upon the effective date of this ordinance, Ordinance Number 2859 is repealed.

Part 6. Severability. If for any reason any part of this ordinance is held invalid or unenforceable, the City Council intends: (a) that the remaining parts of this ordinance remain in effect, and (b) that the ordinance provisions which would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 7. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 8. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on July ____, 2016, finally adopted on July ____, 2016, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this _____ day of July, 2016, by the following vote:

AYES: Councilmembers

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 4

DATE: July 19, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Ordinance to Amend Certain Portions of Ordinance 2,901 for Regional Wastewater Users (10/30)

CONTACT: Jay Duncan, Public Works
jay.duncan@oxnard.org, 385-8387

RECOMMENDATION:

That City Council introduce the ordinance amending the wastewater system's regional treatment and disposal facility user charges, and approve the first reading and further reading by title only.

BACKGROUND

In September 2015, a City consultant, Carollo Engineers, completed a Cost of Services Study, which included a wastewater analysis detailing the City's obligation to address significant infrastructure needs and providing a rate and cost of service analysis. On October 13, 2015, the City Council approved beginning the rate setting process for water, wastewater, and solid waste rates. The rate setting process includes a Proposition 218 protest procedure including a notice, a 45-day waiting period, and a public hearing to consider protests. On December 3, 2015, the Proposed Utility Rate Increases Notices were mailed to parcel owners and utility customers. The City then held a public hearing on January 19, 2016. On January 26, 2016, the City Council adopted Ordinance Number 2901, which set the new wastewater rates for non-regional customers.

Regional customer rates are included in the wastewater rate ordinance but are subject to the conditions of rate agreements instead of the Proposition 218 process. These agreements require that regional customers pay for a share of capital projects as they are completed. As a result, the

method of calculating rates for regional customers is different than for other customers.

An analysis was completed to determine the necessary increases to the regional rates that focused on the specific costs that they are intended to recover. The regional rate increases were calculated based on the projected revenues from regional users, and the regional users' share of treatment costs. Capital costs are not included in the analysis as regional users that hold a capacity stake in the Oxnard Wastewater Treatment Plant contribute cash for capital projects. Also, collections related costs are not recovered by the regional rates as regional users pay only for transportation of their wastewater based on specific agreements or charges. As a result, the rates for regional customers are lower than for other customers.

Based on this analysis, staff now proposes new rates for the regional treatment and disposal facility users' charges. These rates correspond to the rates that were implemented on March 1, 2016 for non-regional customers. The recommended rates increase from regional customers by 30% in FY 2016/17, 10% in FY 2017/18, 4% in FY 2018/19 and 4% in 2019/20.

FINANCIAL IMPACT

If approved, the rate increase will provide additional revenues of \$640,000, for FY 2016/17 through FY 2019/20 in total, for wastewater services in Fund 621 Wastewater Treatment.

ATTACHMENTS:

Attachment A - Ordinance Amending Wastewater System's Regional Treatment and Disposal Facility User Charges

Attachment B - Oxnard Wastewater Treatment Plant Regional Rates Tech Memo

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
WASTEWATER SYSTEM'S REGIONAL TREATMENT AND DISPOSAL FACILITY
USER CHARGES

WHEREAS, the regulations of the Federal Environmental Protection Agency (EPA) and the California State Water Resources Control Board (SWRCB) Revenue Program Guidelines require that the City of Oxnard's wastewater service charges conform to grant specifications for fair and equitable user fees; and

WHEREAS, the EPA and SWRCB revenue programs require the City to conduct periodic rate adjustment studies and to implement the recommendations thereof, to keep municipal wastewater services on a self-supporting basis; and

WHEREAS, the City's Public Works Department completed a Cost of Services Study, dated September 15, 2015 (Rate Study). The Rate Study assessed the Wastewater Enterprise's operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, which collectively are incorporated into the recommended rates provided in this ordinance, so that the proportional cost of providing wastewater treatment and disposal service to the City's various customer classes are allocated consistently with all applicable legal requirements. The Rate Study and all the studies, plans and documents relied upon and incorporated in the Rate Study provide the basis for the rates and charges set forth herein; and

WHEREAS, Ordinance Number 2901 was adopted on the 26th of January, 2016, pursuant to the notice, 45-day waiting period, and public hearing requirements of Proposition 218, to set forth the City's wastewater system fees, charges, and user rates in accordance with the provisions of the City Code and the EPA/SWRCB guidelines; and

WHEREAS, both Ordinance Number 2901 and this ordinance reflect the Rate Study to provide updated supplemental fees and charges for certain special services; and

WHEREAS, Ordinance Number 2901 included a provision for the automatic adjustment of rates based on inflation and changes in certain third-party costs, which would apply to this ordinance as well; and

WHEREAS, the proposed rates displayed in this ordinance as effective beginning October 1, 2016, show the pre-authorized rates applicable October 1, 2016. However, the actual rates effective October 1, 2016, may vary based on the implementation of any automatic rate adjustments as may be authorized before the effective date of this ordinance; and

WHEREAS, Public Resources Code Section 21080(b)(8) and California Environmental Quality Act (CEQA) Guidelines Section 15273 provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

Ordinance No. _____

Page 2

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

1. The adoption of this ordinance is exempt from CEQA because the fees adopted herein are for the following purposes:
 - a. Meeting operating expenses, including the increased cost of chemicals and energy sources, biosolids management, more stringent regulatory requirements, debt service, and Wastewater Division employee wages and fringe benefits; and
 - b. Purchasing and leasing supplies, equipment and materials associated with the provision of wastewater service; and
 - c. Meeting financial reserve needs and requirements; and
 - d. Obtaining funds for capital projects necessary to maintain wastewater service within the City service area, including repair and replacement of the extensive collection and disposal systems and treatment plant.
2. The basis for the foregoing claim of exemption is found in the Rate Study.

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

Part 1. Upon the effective date of this ordinance, Ordinance Number 2901 Part 1(A) titled “Regional Treatment and Disposal Facility User Charges” is hereby amended to read as follows:

“A. Regional Treatment and Disposal Facility User Charges

The monthly rate for regional users (e.g., Channel Islands Beach Community Services District, El Rio, Oxnard, Nyeland Acres, Port Hueneme, Naval Base Ventura County - Port Hueneme, Naval Base Ventura County - Point Mugu) of the facility shall be calculated by the “Regional User Charge Formula” as follows:

$$RMUC = e (Vm) + f (Bm) + g (Sm)$$

Where:

RMUC = regional monthly user charge in dollars

Vm = monthly wastewater discharge in millions of gallons (volume)

Bm = monthly biological oxygen demand (BOD) discharge in thousands of pounds

Sm = monthly suspended solids (SS) discharge in thousands of pounds

e, f and g are unit cost coefficients established as follows:

Service		Effective October 1, 2016	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
Monthly Wastewater Discharge/Millions of Gallons	e =	\$1,515.40	\$1,666.94	\$1,733.62	\$1,802.97

Ordinance No. _____

Page 3

Monthly BOD Discharge/Thousands of Pounds	f =	\$171.68	\$188.85	\$196.41	\$204.27
Monthly SS Discharge/Thousands of Pounds	g =	\$251.59	\$276.75	\$287.82	\$299.34

Part 2. Except as expressly amended by this Ordinance, all other provisions of Ordinance Number 2901 shall remain in full force and effect as written in Ordinance Number 2901.

Part 3. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after October 1, 2016.

Part 4. If for any reason any part of this ordinance is held invalid or unenforceable, the City Council intends: (a) that the remaining parts of this ordinance remain in effect, and (b) that the ordinance provisions which would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 5. This ordinance shall be uncodedified.

Part 6. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 7. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance Number _____ was first read on July ____, 2016, finally adopted on July ____, 2016, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this _____ day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

JULY 13, 2016

OWTP REGIONAL RATES ANALYSIS

FINAL DRAFT

Introduction

The City of Oxnard (City) owns and operates the Oxnard Wastewater Treatment Plant (OWTP) to treat and dispose of municipal and industrial wastewater from within the City, and from the regional partners that have reserved a portion of the plant's capacity. This document provides a brief overview of the calculations and analysis that have been completed in order to update the rates that the regional partners pay for treatment of the wastewater that they discharge to the OWTP.

Regional Rate Increase Calculation

The regional rate increases are calculated using a revenue requirements analysis to test the adequacy of the existing rates, and adjust rates accordingly if the revenues that they generate are insufficient to cover costs. The regional revenue requirement analysis considers only the costs that are related to providing treatment services for the wastewater discharged by the regional users. Because the regional partners contribute funds for capital projects directly, capital costs are not considered in the regional revenue requirement. Debt service costs are also excluded because the regional partners have not participated in the City's outstanding wastewater bonds.

Applicable O&M Costs

The first step in the analysis is to review the City's Wastewater costs and determine which costs are treatment costs, those incurred for the operation and maintenance (O&M) of the OWTP. The O&M budget was reviewed on a line item-by-line item basis to allocate costs to treatment. Table 1 below shows a summary of the Wastewater Divisions and the share of each that is considered to be treatment related.

Table 1 Costs Applicable to Treatment O&M

Wastewater Division	Percent of Costs Related to Treatment	Description
Fund 611		
Div 01 WWC Source Control / Services	0%	These costs are incurred to operate and maintain Oxnard's In-City Collection system. Therefore, they are not applicable to the regional revenue requirement.
Div 02 Storm Water Quality Management	0%	
Div 03 Collection System Main & Upgrade	0%	
Div 07 Storm Water Flood Control	0%	
Div 45 Public Information	0%	
Other Collections Expenditures	0%	
Fund 621		
Div 01 WWT Laboratory Services	100%	These costs are incurred to operate and maintain the treatment plant. Therefore, they are applicable to the regional revenue requirement.
Div 02 Treatment Services	100%	
Div 05 Treatment System Maintenance-Upgrades	100%	
Div 45 Public Information	100%	
Incremental O&M Costs	100%	
Fund 611 and 621 Combined		
Other Treatment Expenditures	4.4%	Costs are split between collections and treatment as discussed below.
Additional O&M Programs	68.3%	
Additional Staff	69.6%	
Transfers Out	40.8%	

Div 01 WWT Laboratory Services – This division is made up of costs associated with the operation of the laboratory facilities at the OWTP. All of the costs are allocated to treatment.

Div 02 Treatment Services – The costs in this division are incurred to operate the OWTP on a day to day basis, including items such as labor, chemicals, supplies, and utilities. All of the costs are allocated to treatment.

Div 05 Treatment System Maintenance and Upgrades – The costs in this division are incurred to maintain the OWTP on a day to day basis, including items such as labor, supplies, and repair parts. Costs in this division are not considered as capital expenditures. All of the costs are allocated to treatment.

Div 45 Public Information – The costs in this division are incurred to provide public information and outreach related to the OWTP. All of the costs are allocated to treatment.

Incremental O&M Costs – The costs in this division represent additional O&M programs that have been identified through the Master Planning process or otherwise deemed necessary by the City for the operation of the OWTP. Specific costs include: Chemically Enhanced Primary Treatment, Additional Aeration Requirements, Cothickening, CMMS upgrades and maintenance, Cathodic Protection, and Ocean Outfall Inspection. Costs in this division are not considered as capital expenditures. All of the costs are allocated to treatment.

Additional O&M Programs – At this time, the only costs included in this division are related to vehicle replacement. The costs are split between collections and treatment based on the allocation of all other costs to collections and treatment.

Additional Staff – These costs are associated with the filling of vacant positions within the wastewater operation over the next several years. They are allocated between collections and treatment based on where each person will be assigned to work.

Transfers Out – These costs are associated with OWTP small equipment replacement and the infrastructure use fees charged to the wastewater enterprise.

- Small equipment replacement costs are related to OWTP assets and are therefore entirely applicable to treatment.
- Infrastructure use fees are divided into three categories: (1) Public Safety, (2) Governmental Facilities, and (3) Right of Way Maintenance. Public Safety and Governmental Facilities fees benefit both the collections and treatment operations, thus a portion of the costs is allocated to treatment based on the allocation of all other costs. Right of Way Maintenance charges are related only to the collections system and are therefore not allocated to treatment.

Regional O&M Costs

The regional share of O&M costs is calculated by allocating a share of the treatment related costs to the regional users. Historically, and under the current rates, regional users are considered to be responsible for 14.25% of treatment costs. The regional rate update, as well as the 2016 update to the In-City rates, does not represent a structural change to the wastewater rates, rather it is an update of the current structure based on the revenue requirements forecast. Therefore the 14.25% ratio of regional costs has been maintained for this rate update. A review of the current and projected OWTP flow and loads confirmed that this percentage is still in alignment. Table 2 below shows the allocation of wastewater costs to treatment, and the subsequent allocation of treatment costs to regional users for FY 2016/17.

Table 2 FY 2016/17 Treatment and Regional Cost Allocation

Wastewater Division	FY 2016/17 Costs	Percent Allocated to Treatment	Treatment Costs	Regional Costs
Fund 621				14.25%
Div 01 WWT Laboratory Services	\$1,565,000	100%	\$1,565,000	\$223,000
Div 02 Treatment Services	7,688,000	100%	7,688,000	1,096,000
Div 05 Treatment System Maintenance-Upgrades	4,714,000	100%	4,714,000	672,000
Div 45 Public Information	80,000	100%	80,000	11,000
Other Treatment Expenditures	241,000	4%	11,000	1,000
Incremental O&M Costs	1,440,000	100%	70,000	205,000
Fund 611 and 621 Combined				
Additional O&M Programs	103,000	68%	70,000	10,000
Additional Staff	1,590,000	70%	537,000	77,000
Transfers Out	3,005,000	41%	1,227,000	175,000
Total	\$20,426,000		\$15,962,000	\$2,470,000

The allocation process is repeated for each year of the rate calculation period to determine the regional treatment costs that will be included in the regional revenue requirement. Table 3 below shows the regional share of treatment costs for each year. Detailed calculations are included in Attachment A.

Table 3 Projected Regional Treatment Costs

Wastewater Division	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20
Fund 621				
Div 01 WWT Laboratory Services	\$223,000	\$229,000	\$234,000	\$240,000
Div 02 Treatment Services	1,096,000	1,128,000	1,161,000	1,196,000
Div 05 Treatment System Maintenance- Upgrades	672,000	689,000	706,000	723,000
Div 45 Public Information	11,000	12,000	12,000	12,000
Other Treatment Expenditures	1,000	2,000	2,000	2,000
Incremental O&M Costs	205,000	187,000	176,000	209,000
Fund 611 and 621 Combined				
Additional O&M Programs	10,000	10,000	10,000	11,000
Additional Staff	77,000	157,000	241,000	330,000
Transfers Out	175,000	186,000	191,000	196,000
Total	\$2,470,000	\$2,600,000	\$2,733,000	\$2,919,000

Regional Revenue Requirement

The revenue requirement calculation is used to test the ability of the existing rates to cover ongoing expenditures. If revenues under existing rates are insufficient to cover costs, rate increases are necessary. Table 4 summarizes the regional revenue requirement calculation. Regional revenues have been projected using unaudited actual revenues from FY 2014/15 as a basis. A detailed revenue requirement table is included in Attachment B.

Table 4 Regional Revenue Requirements

Wastewater Division	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20
Revenues Before Rate Increase				
Revenues From Regional User Rates	\$1,841,000	\$2,415,000	\$2,681,000	\$2,813,000
Regional Share of Offsetting Revenues	52,000	52,000	52,000	52,000
Total Revenues Before Rate Increase	\$1,893,000	\$2,467,000	\$2,733,000	\$2,865,000
Regional Share of Treatment O&M	\$2,470,000	\$2,598,000	\$2,734,000	\$2,918,000
Cash Flow Before Rate Increase	(\$577,000)	(\$131,000)	(\$1,000)	(\$53,000)
	July 1, 2016	January 1, 2018	January 1, 2019	January 1, 2020
Proposed Rate Increases	30%	10%	4%	4%
Revenues From Full Year Increase	\$552,000	\$241,000	\$107,000	\$113,000
Adjustment for Increase Delay	-	(\$121,000)	(\$54,000)	(\$56,000)
Resulting Rate Increase Revenues	\$552,000	\$121,000	\$54,000	\$56,000
Resulting Cash Flows	(\$25,000)	(\$11,000)	\$52,000	\$3,000
Note: Totals may be off due to rounding.				

Proposed Regional Rates

The proposed regional rates maintain the existing rate structure under which regional users are charged based on the amount of flow and loads discharged to the OWTP. The proposed rate increases are applied to the existing regional rates to calculate the proposed rates shown in Table 5 below.

Table 5 Proposed Regional Rates

		FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20
Annual Rate Increase (All Rates)		30.0%	10.0%	4.0%	4.0%
Regional Users					
City of Oxnard User Charge Formula:					
Where:					
RMUC= Regional Monthly User Charge in dollars					
Vm=monthly wastewater discharge in millions of gallons					
Bm= monthly BOD discharge in thousands of pounds					
Sm= monthly SS discharge in thousands of pounds					
Regional Users - Proposed Rates			Effective Date		
Service	Current Rates	7/1/2016	1/1/2018	1/1/2019	1/1/2020
Monthly Wastewater Discharge/Millions of Gallons	p = \$1,165.69	\$1,515.40	\$1,666.94	\$1,733.62	\$1,802.97
Monthly Biological Oxygen Demand Discharge/Thousands of Lbs.	q = \$132.06	\$171.68	\$188.85	\$196.41	\$204.27
Monthly Suspended Solids (SS) Discharge/Thousands of Lbs.	r = \$193.53	\$251.59	\$276.75	\$287.82	\$299.34

Attachment A - Projected Costs and Applicability to Treatment

TOTAL WASTEWATER O&M	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
SUMMARY BY DIVISION											
Div 01 WWC Source Control / Services	\$ 976,400	\$ 1,000,810	\$ 1,025,830	\$ 1,051,476	\$ 1,077,763	\$ 1,104,707	\$ 1,132,325	\$ 1,160,633	\$ 1,189,649	\$ 1,219,390	\$ 1,249,875
Div 02 Storm Water Quality Management	\$ 652,300	\$ 668,608	\$ 685,323	\$ 702,456	\$ 720,017	\$ 738,018	\$ 756,468	\$ 775,380	\$ 794,764	\$ 814,633	\$ 834,999
Div 03 Collection System Main & Upgrade	\$ 3,069,548	\$ 3,152,482	\$ 3,237,737	\$ 3,325,380	\$ 3,415,484	\$ 3,508,118	\$ 3,603,358	\$ 3,701,281	\$ 3,801,965	\$ 3,905,492	\$ 4,011,947
Div 07 Storm Water Flood Control	\$ 488,356	\$ 504,054	\$ 520,284	\$ 537,065	\$ 554,416	\$ 572,358	\$ 590,912	\$ 610,099	\$ 629,943	\$ 650,467	\$ 671,694
Div 45 Public Information	\$ 81,500	\$ 83,538	\$ 85,626	\$ 87,767	\$ 89,961	\$ 92,210	\$ 94,515	\$ 96,878	\$ 99,300	\$ 101,782	\$ 104,327
Other Collections Expenditures	\$ 124,200	\$ 98,117	\$ 100,570	\$ 103,084	\$ 105,661	\$ 108,303	\$ 111,010	\$ 113,786	\$ 116,630	\$ 119,546	\$ 122,535
Div 01 WWT Laboratory Services	\$ 1,490,061	\$ 1,527,313	\$ 1,565,495	\$ 1,604,633	\$ 1,644,749	\$ 1,685,867	\$ 1,728,014	\$ 1,771,214	\$ 1,815,495	\$ 1,860,882	\$ 1,907,404
Div 02 Treatment Services	\$ 7,255,193	\$ 7,468,407	\$ 7,688,225	\$ 7,914,862	\$ 8,148,543	\$ 8,389,498	\$ 8,637,966	\$ 8,894,196	\$ 9,158,442	\$ 9,430,971	\$ 9,712,055
Div 05 Treatment System Maintenance-Upgrades	\$ 4,501,381	\$ 4,013,916	\$ 4,714,263	\$ 4,832,120	\$ 4,952,923	\$ 5,076,746	\$ 5,203,665	\$ 5,333,756	\$ 5,467,100	\$ 5,603,778	\$ 5,743,872
Div 45 Public Information	\$ 75,800	\$ 77,695	\$ 79,637	\$ 81,628	\$ 83,669	\$ 85,761	\$ 87,905	\$ 90,102	\$ 92,355	\$ 94,664	\$ 97,030
Other Treatment Expenditures	\$ 229,240	\$ 234,971	\$ 240,845	\$ 246,866	\$ 253,038	\$ 259,364	\$ 265,848	\$ 272,494	\$ 279,307	\$ 286,289	\$ 293,447
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CIP Incremental O&M Costs	\$ -	\$ -	\$ 1,439,827	\$ 1,309,191	\$ 1,237,353	\$ 1,464,425	\$ 1,565,128	\$ 1,919,575	\$ 1,774,814	\$ 1,883,877	\$ 1,997,283
Additional O&M Programs	\$ -	\$ 100,000	\$ 102,500	\$ 105,063	\$ 107,689	\$ 110,381	\$ 113,141	\$ 115,969	\$ 118,869	\$ 121,840	\$ 124,886
Additional Staff	\$ -	\$ 452,307	\$ 1,589,646	\$ 2,630,740	\$ 4,044,763	\$ 5,527,843	\$ 5,666,039	\$ 5,807,690	\$ 5,952,883	\$ 6,101,705	\$ 6,254,247
Transfers Out (Not Included In Coverage Calc)	\$ 2,816,778	\$ 2,887,197	\$ 3,004,941	\$ 3,127,405	\$ 3,206,249	\$ 3,287,084	\$ 3,369,962	\$ 3,454,935	\$ 3,542,055	\$ 3,631,377	\$ 3,722,957
Total Wastewater O&M	\$ 21,760,757	\$ 22,269,413	\$ 26,080,749	\$ 27,659,737	\$ 29,642,278	\$ 32,010,682	\$ 32,926,256	\$ 34,117,989	\$ 34,833,570	\$ 35,826,693	\$ 36,848,558

TOTAL WASTEWATER O&M	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
DIVISIONAL DETAIL											
Div 01 WWC Source Control / Services											
Salaries and Wages	\$ 649,600	\$ 665,840	\$ 682,486	\$ 699,548	\$ 717,037	\$ 734,963	\$ 753,337	\$ 772,170	\$ 791,475	\$ 811,261	\$ 831,543
Contractual Services	\$ 28,000	\$ 28,700	\$ 29,418	\$ 30,153	\$ 30,907	\$ 31,679	\$ 32,471	\$ 33,283	\$ 34,115	\$ 34,968	\$ 35,842
Operating Supplies	\$ 22,000	\$ 22,550	\$ 23,114	\$ 23,692	\$ 24,284	\$ 24,891	\$ 25,513	\$ 26,151	\$ 26,805	\$ 27,475	\$ 28,162
Utilities	\$ 2,000	\$ 2,050	\$ 2,101	\$ 2,154	\$ 2,208	\$ 2,263	\$ 2,319	\$ 2,377	\$ 2,437	\$ 2,498	\$ 2,560
General and Administrative	\$ 260,800	\$ 267,320	\$ 274,003	\$ 280,853	\$ 287,874	\$ 295,071	\$ 302,448	\$ 310,009	\$ 317,759	\$ 325,703	\$ 333,846
Maintenance Services	\$ 14,000	\$ 14,350	\$ 14,709	\$ 15,076	\$ 15,453	\$ 15,840	\$ 16,236	\$ 16,642	\$ 17,058	\$ 17,484	\$ 17,921
Total	\$ 976,400	\$ 1,000,810	\$ 1,025,830	\$ 1,051,476	\$ 1,077,763	\$ 1,104,707	\$ 1,132,325	\$ 1,160,633	\$ 1,189,649	\$ 1,219,390	\$ 1,249,875
Div 02 Storm Water Quality Management											
Salaries and Wages	\$ 375,100	\$ 384,478	\$ 394,089	\$ 403,942	\$ 414,040	\$ 424,391	\$ 435,001	\$ 445,876	\$ 457,023	\$ 468,449	\$ 480,160
Contractual Services	\$ 51,000	\$ 52,275	\$ 53,582	\$ 54,921	\$ 56,294	\$ 57,702	\$ 59,144	\$ 60,623	\$ 62,139	\$ 63,692	\$ 65,284
Operating Supplies	\$ 28,500	\$ 29,213	\$ 29,943	\$ 30,691	\$ 31,459	\$ 32,245	\$ 33,051	\$ 33,878	\$ 34,724	\$ 35,593	\$ 36,482
General and Administrative	\$ 197,700	\$ 202,643	\$ 207,709	\$ 212,901	\$ 218,224	\$ 223,679	\$ 229,271	\$ 235,003	\$ 240,878	\$ 246,900	\$ 253,073
Maintenance Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 652,300	\$ 668,608	\$ 685,323	\$ 702,456	\$ 720,017	\$ 738,018	\$ 756,468	\$ 775,380	\$ 794,764	\$ 814,633	\$ 834,999
Div 03 Collection System Main & Upgrade											
Salaries and Wages	\$ 1,130,874	\$ 1,159,146	\$ 1,188,124	\$ 1,217,828	\$ 1,248,273	\$ 1,279,480	\$ 1,311,467	\$ 1,344,254	\$ 1,377,860	\$ 1,412,307	\$ 1,447,614
Contractual Services	\$ 625,277	\$ 640,909	\$ 656,932	\$ 673,355	\$ 690,189	\$ 707,444	\$ 725,130	\$ 743,258	\$ 761,839	\$ 780,885	\$ 800,407
Operating Supplies	\$ 121,500	\$ 124,538	\$ 127,651	\$ 130,842	\$ 134,113	\$ 137,466	\$ 140,903	\$ 144,425	\$ 148,036	\$ 151,737	\$ 155,530
Electricity	\$ 80,000	\$ 83,200	\$ 86,528	\$ 89,989	\$ 93,589	\$ 97,332	\$ 101,226	\$ 105,275	\$ 109,486	\$ 113,865	\$ 118,420
Other Utilities	\$ 300,000	\$ 312,000	\$ 324,480	\$ 337,459	\$ 350,958	\$ 364,996	\$ 379,596	\$ 394,780	\$ 410,571	\$ 426,994	\$ 444,073
Telephone-Basic Service	\$ 30,000	\$ 31,200	\$ 32,448	\$ 33,746	\$ 35,096	\$ 36,500	\$ 37,960	\$ 39,478	\$ 41,057	\$ 42,699	\$ 44,407
Telephone-Cell and Pager	\$ 3,000	\$ 3,120	\$ 3,245	\$ 3,375	\$ 3,510	\$ 3,650	\$ 3,796	\$ 3,948	\$ 4,106	\$ 4,270	\$ 4,441
Telephone Chgs/HIPC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General and Administrative	\$ 503,897	\$ 516,494	\$ 529,407	\$ 542,642	\$ 556,208	\$ 570,113	\$ 584,366	\$ 598,975	\$ 613,950	\$ 629,298	\$ 645,031
Maintenance Services	\$ 275,000	\$ 281,875	\$ 288,922	\$ 296,145	\$ 303,549	\$ 311,137	\$ 318,916	\$ 326,889	\$ 335,061	\$ 343,437	\$ 352,023
Total	\$ 3,069,548	\$ 3,152,482	\$ 3,237,737	\$ 3,325,380	\$ 3,415,484	\$ 3,508,118	\$ 3,603,358	\$ 3,701,281	\$ 3,801,965	\$ 3,905,492	\$ 4,011,947
Div 07 Storm Water Flood Control											
Salaries and Wages	\$ 5,700	\$ 5,843	\$ 5,989	\$ 6,138	\$ 6,292	\$ 6,449	\$ 6,610	\$ 6,776	\$ 6,945	\$ 7,119	\$ 7,296
Contractual Services	\$ 106,196	\$ 108,851	\$ 111,572	\$ 114,361	\$ 117,221	\$ 120,151	\$ 123,155	\$ 126,234	\$ 129,390	\$ 132,624	\$ 135,940
Operating Supplies	\$ 38,500	\$ 39,463	\$ 40,449	\$ 41,460	\$ 42,497	\$ 43,559	\$ 44,648	\$ 45,764	\$ 46,909	\$ 48,081	\$ 49,283
Electricity	\$ 232,600	\$ 241,904	\$ 251,580	\$ 261,643	\$ 272,109	\$ 282,993	\$ 294,313	\$ 306,086	\$ 318,329	\$ 331,062	\$ 344,305
Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Refuse & Disposal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone-Cell & Pager	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General and Administrative	\$ 99,860	\$ 102,357	\$ 104,915	\$ 107,538	\$ 110,227	\$ 112,982	\$ 115,807	\$ 118,702	\$ 121,670	\$ 124,711	\$ 127,829
Maintenance Services	\$ 5,500	\$ 5,638	\$ 5,778	\$ 5,923	\$ 6,071	\$ 6,223	\$ 6,378	\$ 6,538	\$ 6,701	\$ 6,869	\$ 7,040
Total	\$ 488,356	\$ 504,054	\$ 520,284	\$ 537,065	\$ 554,416	\$ 572,358	\$ 590,912	\$ 610,099	\$ 629,943	\$ 650,467	\$ 671,694
Div 45 Public Information											
Salaries and Wages	\$ 57,600	\$ 59,040	\$ 60,516	\$ 62,029	\$ 63,580	\$ 65,169	\$ 66,798	\$ 68,468	\$ 70,180	\$ 71,935	\$ 73,733
Contractual Services	\$ 7,700	\$ 7,893	\$ 8,090	\$ 8,292	\$ 8,499	\$ 8,712	\$ 8,930	\$ 9,153	\$ 9,382	\$ 9,616	\$ 9,857
Operating Supplies	\$ 7,600	\$ 7,790	\$ 7,985	\$ 8,184	\$ 8,389	\$ 8,599	\$ 8,814	\$ 9,034	\$ 9,260	\$ 9,491	\$ 9,729
General and Administrative	\$ 7,000	\$ 7,175	\$ 7,354	\$ 7,538	\$ 7,727	\$ 7,920	\$ 8,118	\$ 8,321	\$ 8,529	\$ 8,742	\$ 8,961
Maintenance Services	\$ 1,600	\$ 1,640	\$ 1,681	\$ 1,723	\$ 1,766	\$ 1,810	\$ 1,856	\$ 1,902	\$ 1,949	\$ 1,998	\$ 2,048
Total	\$ 81,500	\$ 83,538	\$ 85,626	\$ 87,767	\$ 89,961	\$ 92,210	\$ 94,515	\$ 96,878	\$ 99,300	\$ 101,782	\$ 104,327
Other Collections Expenditures											
Routine Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bad Debt Expense	\$ 28,476	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Finance Charge	\$ 95,724	\$ 98,117	\$ 100,570	\$ 103,084	\$ 105,661	\$ 108,303	\$ 111,010	\$ 113,786	\$ 116,630	\$ 119,546	\$ 122,535
Total	\$ 124,200	\$ 98,117	\$ 100,570	\$ 103,084	\$ 105,661	\$ 108,303	\$ 111,010	\$ 113,786	\$ 116,630	\$ 119,546	\$ 122,535

TOTAL WASTEWATER O&M	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
DIVISIONAL DETAIL											
Div 01 WWT Laboratory Services											
Salaries and Wages	\$ 480,772	\$ 492,791	\$ 505,111	\$ 517,739	\$ 530,682	\$ 543,949	\$ 557,548	\$ 571,487	\$ 585,774	\$ 600,418	\$ 615,429
Contractual Services	\$ 570,481	\$ 584,743	\$ 599,362	\$ 614,346	\$ 629,704	\$ 645,447	\$ 661,583	\$ 678,123	\$ 695,076	\$ 712,453	\$ 730,264
Operating Supplies	\$ 53,500	\$ 54,838	\$ 56,208	\$ 57,614	\$ 59,054	\$ 60,530	\$ 62,044	\$ 63,595	\$ 65,185	\$ 66,814	\$ 68,485
Utilities	\$ 4,375	\$ 4,484	\$ 4,596	\$ 4,711	\$ 4,829	\$ 4,950	\$ 5,074	\$ 5,201	\$ 5,331	\$ 5,464	\$ 5,600
General and Administrative	\$ 380,933	\$ 390,456	\$ 400,218	\$ 410,223	\$ 420,479	\$ 430,991	\$ 441,765	\$ 452,810	\$ 464,130	\$ 475,733	\$ 487,626
Maintenance Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,490,061	\$ 1,527,313	\$ 1,565,495	\$ 1,604,633	\$ 1,644,749	\$ 1,685,867	\$ 1,728,014	\$ 1,771,214	\$ 1,815,495	\$ 1,860,882	\$ 1,907,404
Div 02 Treatment Services											
Salaries and Wages	\$ 2,250,551	\$ 2,306,815	\$ 2,364,485	\$ 2,423,597	\$ 2,484,187	\$ 2,546,292	\$ 2,609,949	\$ 2,675,198	\$ 2,742,078	\$ 2,810,630	\$ 2,880,896
Contractual Services	\$ 338,062	\$ 346,514	\$ 355,176	\$ 364,056	\$ 373,157	\$ 382,486	\$ 392,048	\$ 401,849	\$ 411,896	\$ 422,193	\$ 432,748
Operating Supplies	\$ 886,557	\$ 908,721	\$ 931,439	\$ 954,725	\$ 978,593	\$ 1,003,058	\$ 1,028,134	\$ 1,053,838	\$ 1,080,184	\$ 1,107,188	\$ 1,134,868
Electricity	\$ 1,059,307	\$ 1,085,790	\$ 1,112,934	\$ 1,140,758	\$ 1,169,277	\$ 1,198,509	\$ 1,228,471	\$ 1,259,183	\$ 1,290,663	\$ 1,322,929	\$ 1,356,003
Natural Gas	\$ 129,474	\$ 134,653	\$ 140,039	\$ 145,641	\$ 151,466	\$ 157,525	\$ 163,826	\$ 170,379	\$ 177,194	\$ 184,282	\$ 191,653
Wastewater	\$ 12,371	\$ 12,866	\$ 13,380	\$ 13,916	\$ 14,472	\$ 15,051	\$ 15,653	\$ 16,279	\$ 16,931	\$ 17,608	\$ 18,312
Water	\$ 65,535	\$ 68,156	\$ 70,883	\$ 73,718	\$ 76,667	\$ 79,733	\$ 82,923	\$ 86,240	\$ 89,689	\$ 93,277	\$ 97,008
Refuse and Disposal	\$ 1,913,898	\$ 1,990,454	\$ 2,070,072	\$ 2,152,875	\$ 2,238,990	\$ 2,328,550	\$ 2,421,692	\$ 2,518,559	\$ 2,619,302	\$ 2,724,074	\$ 2,833,037
Other Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone-Cell and Pager	\$ 1,000	\$ 1,040	\$ 1,082	\$ 1,125	\$ 1,170	\$ 1,217	\$ 1,265	\$ 1,316	\$ 1,369	\$ 1,423	\$ 1,480
General and Administrative	\$ 594,275	\$ 609,132	\$ 624,360	\$ 639,969	\$ 655,968	\$ 672,368	\$ 689,177	\$ 706,406	\$ 724,066	\$ 742,168	\$ 760,722
Maintenance Services	\$ 4,163	\$ 4,267	\$ 4,374	\$ 4,483	\$ 4,595	\$ 4,710	\$ 4,828	\$ 4,948	\$ 5,072	\$ 5,199	\$ 5,329
Total	\$ 7,255,193	\$ 7,468,407	\$ 7,688,225	\$ 7,914,862	\$ 8,148,543	\$ 8,389,498	\$ 8,637,966	\$ 8,894,196	\$ 9,158,442	\$ 9,430,971	\$ 9,712,055
Div 05 Treatment System Maintenance-Upgrades											
Salaries and Wages	\$ 1,866,796	\$ 1,913,466	\$ 1,961,303	\$ 2,010,335	\$ 2,060,593	\$ 2,112,108	\$ 2,164,911	\$ 2,219,034	\$ 2,274,510	\$ 2,331,372	\$ 2,389,657
Contractual Services	\$ 1,236,494	\$ 667,406	\$ 1,284,092	\$ 1,316,194	\$ 1,349,099	\$ 1,382,826	\$ 1,417,397	\$ 1,452,832	\$ 1,489,152	\$ 1,526,381	\$ 1,564,541
Operating Supplies	\$ 580,945	\$ 595,469	\$ 610,355	\$ 625,614	\$ 641,255	\$ 657,286	\$ 673,718	\$ 690,561	\$ 707,825	\$ 725,521	\$ 743,659
Utilities	\$ 33,573	\$ 34,412	\$ 35,273	\$ 36,154	\$ 37,058	\$ 37,985	\$ 38,934	\$ 39,908	\$ 40,905	\$ 41,928	\$ 42,976
General and Administrative	\$ 738,393	\$ 756,853	\$ 775,774	\$ 795,168	\$ 815,048	\$ 835,424	\$ 856,310	\$ 877,717	\$ 899,660	\$ 922,152	\$ 945,205
Maintenance Services	\$ 45,180	\$ 46,310	\$ 47,467	\$ 48,654	\$ 49,870	\$ 51,117	\$ 52,395	\$ 53,705	\$ 55,047	\$ 56,424	\$ 57,834
Total	\$ 4,501,381	\$ 4,013,916	\$ 4,714,263	\$ 4,832,120	\$ 4,952,923	\$ 5,076,746	\$ 5,203,665	\$ 5,333,756	\$ 5,467,100	\$ 5,603,778	\$ 5,743,872
Div 45 Public Information											
Salaries and Wages	\$ 57,600	\$ 59,040	\$ 60,516	\$ 62,029	\$ 63,580	\$ 65,169	\$ 66,798	\$ 68,468	\$ 70,180	\$ 71,935	\$ 73,733
Contractual Services	\$ 2,000	\$ 2,050	\$ 2,101	\$ 2,154	\$ 2,208	\$ 2,263	\$ 2,319	\$ 2,377	\$ 2,437	\$ 2,498	\$ 2,560
Operating Supplies	\$ 7,600	\$ 7,790	\$ 7,985	\$ 8,184	\$ 8,389	\$ 8,599	\$ 8,814	\$ 9,034	\$ 9,260	\$ 9,491	\$ 9,729
General and Administrative	\$ 7,000	\$ 7,175	\$ 7,354	\$ 7,538	\$ 7,727	\$ 7,920	\$ 8,118	\$ 8,321	\$ 8,529	\$ 8,742	\$ 8,961
Maintenance Services	\$ 1,600	\$ 1,640	\$ 1,681	\$ 1,723	\$ 1,766	\$ 1,810	\$ 1,856	\$ 1,902	\$ 1,949	\$ 1,998	\$ 2,048
Total	\$ 75,800	\$ 77,695	\$ 79,637	\$ 81,628	\$ 83,669	\$ 85,761	\$ 87,905	\$ 90,102	\$ 92,355	\$ 94,664	\$ 97,030
Other Treatment Expenditures											
Routine Capital	\$ 10,000	\$ 10,250	\$ 10,506	\$ 10,769	\$ 11,038	\$ 11,314	\$ 11,597	\$ 11,887	\$ 12,184	\$ 12,489	\$ 12,801
Indirect Finance Charge	\$ 219,240	\$ 224,721	\$ 230,339	\$ 236,098	\$ 242,000	\$ 248,050	\$ 254,251	\$ 260,607	\$ 267,123	\$ 273,801	\$ 280,646
Total	\$ 229,240	\$ 234,971	\$ 240,845	\$ 246,866	\$ 253,038	\$ 259,364	\$ 265,848	\$ 272,494	\$ 279,307	\$ 286,289	\$ 293,447
Other											
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenditures											
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CIP Incremental O&M Costs											
Incremental O&M	\$ -	\$ -	\$ 1,439,827	\$ 1,309,191	\$ 1,237,353	\$ 1,464,425	\$ 1,565,128	\$ 1,919,575	\$ 1,774,814	\$ 1,883,877	\$ 1,997,283
Total	\$ -	\$ -	\$ 1,439,827	\$ 1,309,191	\$ 1,237,353	\$ 1,464,425	\$ 1,565,128	\$ 1,919,575	\$ 1,774,814	\$ 1,883,877	\$ 1,997,283
Additional O&M Programs											
Vehicle Replacement	\$ -	\$ 100,000	\$ 102,500	\$ 105,063	\$ 107,689	\$ 110,381	\$ 113,141	\$ 115,969	\$ 118,869	\$ 121,840	\$ 124,886
Additional Storm Drain Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Additional O&M for R&R Scenario	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Program 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ 100,000	\$ 102,500	\$ 105,063	\$ 107,689	\$ 110,381	\$ 113,141	\$ 115,969	\$ 118,869	\$ 121,840	\$ 124,886
Additional Staff											
Filling of Vacant Positions & New Positions	\$ -	\$ 452,307	\$ 772,691	\$ 1,584,017	\$ 2,435,427	\$ 3,328,416	\$ 3,411,627	\$ 3,496,917	\$ 3,584,340	\$ 3,673,949	\$ 3,765,798
Engineering Personell for CIP	\$ -	\$ -	\$ 816,955	\$ 1,046,723	\$ 1,609,337	\$ 2,199,427	\$ 2,254,412	\$ 2,310,773	\$ 2,368,542	\$ 2,427,756	\$ 2,488,450
Total	\$ -	\$ 452,307	\$ 1,589,646	\$ 2,630,740	\$ 4,044,763	\$ 5,527,843	\$ 5,666,039	\$ 5,807,690	\$ 5,952,883	\$ 6,101,705	\$ 6,254,247
Transfers Out (Not Included In Coverage Calc)											
OWTP Equipment Replacement Funding	\$ -	\$ -	\$ 45,564	\$ 94,043	\$ 97,053	\$ 100,158	\$ 103,364	\$ 106,671	\$ 110,085	\$ 113,607	\$ 117,243
Infrastructure Use Fee - Public Safety	\$ 1,455,219	\$ 1,491,600	\$ 1,528,890	\$ 1,567,112	\$ 1,606,290	\$ 1,646,447	\$ 1,687,608	\$ 1,729,798	\$ 1,773,043	\$ 1,817,369	\$ 1,862,804
Infrastructure Use Fee - Governmental Facilities	\$ 190,904	\$ 195,677	\$ 200,569	\$ 205,583	\$ 210,723	\$ 215,991	\$ 221,391	\$ 226,925	\$ 232,598	\$ 238,413	\$ 244,374
Infrastructure Use Fee - Right of Way Maintenance	\$ 1,170,654	\$ 1,199,921	\$ 1,229,919	\$ 1,260,667	\$ 1,292,183	\$ 1,324,488	\$ 1,357,600	\$ 1,391,540	\$ 1,426,329	\$ 1,461,987	\$ 1,498,537
Total	\$ 2,816,778	\$ 2,887,197	\$ 3,004,941	\$ 3,127,405	\$ 3,206,249	\$ 3,287,084	\$ 3,369,962	\$ 3,454,935	\$ 3,542,055	\$ 3,631,377	\$ 3,722,957

Attachment A Table 2

TREATMENT O&M		FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
SUMMARY BY DIVISION												
Div 01 WWC Source Control / Services		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 02 Storm Water Quality Management		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 03 Collection System Main & Upgrade		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 07 Storm Water Flood Control		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 45 Public Information		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Collections Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 01 WWT Laboratory Services		\$ 1,490,061	\$ 1,527,313	\$ 1,565,495	\$ 1,604,633	\$ 1,644,749	\$ 1,685,867	\$ 1,728,014	\$ 1,771,214	\$ 1,815,495	\$ 1,860,882	\$ 1,907,404
Div 02 Treatment Services		\$ 7,255,193	\$ 7,468,407	\$ 7,688,225	\$ 7,914,862	\$ 8,148,543	\$ 8,389,498	\$ 8,637,966	\$ 8,894,196	\$ 9,158,442	\$ 9,430,971	\$ 9,712,055
Div 05 Treatment System Maintenance-Upgrades		\$ 4,501,381	\$ 4,013,916	\$ 4,714,263	\$ 4,832,120	\$ 4,952,923	\$ 5,076,746	\$ 5,203,665	\$ 5,333,756	\$ 5,467,100	\$ 5,603,778	\$ 5,743,872
Div 45 Public Information		\$ 75,800	\$ 77,695	\$ 79,637	\$ 81,628	\$ 83,669	\$ 85,761	\$ 87,905	\$ 90,102	\$ 92,355	\$ 94,664	\$ 97,030
Other Treatment Expenditures		\$ 10,000	\$ 10,250	\$ 10,506	\$ 10,769	\$ 11,038	\$ 11,314	\$ 11,597	\$ 11,887	\$ 12,184	\$ 12,489	\$ 12,801
Other		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CIP Incremental O&M Costs		\$ -	\$ -	\$ 1,439,827	\$ 1,309,191	\$ 1,237,353	\$ 1,464,425	\$ 1,565,128	\$ 1,919,575	\$ 1,774,814	\$ 1,883,877	\$ 1,997,283
Additional O&M Programs		\$ -	\$ 68,328	\$ 70,036	\$ 71,787	\$ 73,582	\$ 75,421	\$ 77,307	\$ 79,240	\$ 81,221	\$ 83,251	\$ 85,332
Additional Staff		\$ -	\$ 314,608	\$ 537,456	\$ 1,101,785	\$ 1,693,994	\$ 2,315,125	\$ 2,373,003	\$ 2,432,328	\$ 2,493,136	\$ 2,555,465	\$ 2,619,351
Transfers Out (Not Included In Coverage Calc)		\$ 1,124,765	\$ 1,152,884	\$ 1,227,270	\$ 1,305,292	\$ 1,338,583	\$ 1,372,727	\$ 1,407,746	\$ 1,443,663	\$ 1,480,501	\$ 1,518,284	\$ 1,557,037
Total Wastewater O&M		\$ 14,457,200	\$ 14,633,400	\$ 17,332,715	\$ 18,232,067	\$ 19,184,433	\$ 20,476,883	\$ 21,092,330	\$ 21,975,961	\$ 22,375,248	\$ 23,043,660	\$ 23,732,166
DIVISIONAL DETAIL												
Div 01 WWC Source Control / Services		Applicability to Treatment										
Salaries and Wages	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General and Administrative	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 02 Storm Water Quality Management		Applicability to Treatment										
Salaries and Wages	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General and Administrative	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 03 Collection System Main & Upgrade		Applicability to Treatment										
Salaries and Wages	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electricity	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Utilities	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone-Basic Service	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone-Cell and Pager	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Chgs/HIPC	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General and Administrative	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 07 Storm Water Flood Control		Applicability to Treatment										
Salaries and Wages	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Electricity	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Refuse & Disposal	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone-Cell & Pager	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General and Administrative	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 45 Public Information		Applicability to Treatment										
Salaries and Wages	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Supplies	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General and Administrative	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Services	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Collections Expenditures		Applicability to Treatment										
Routine Capital	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bad Debt Expense	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect Finance Charge	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

TREATMENT O&M			FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	
DIVISIONAL DETAIL														
Div 01 WWT Laboratory Services	Applicability to Treatment													
	100.00%	\$	480,772	\$ 492,791	\$ 505,111	\$ 517,739	\$ 530,682	\$ 543,949	\$ 557,548	\$ 571,487	\$ 585,774	\$ 600,418	\$ 615,429	
	100.00%	\$	570,481	\$ 584,743	\$ 599,362	\$ 614,346	\$ 629,704	\$ 645,447	\$ 661,583	\$ 678,123	\$ 695,076	\$ 712,453	\$ 730,264	
	100.00%	\$	53,500	\$ 54,838	\$ 56,208	\$ 57,614	\$ 59,054	\$ 60,530	\$ 62,044	\$ 63,595	\$ 65,185	\$ 66,814	\$ 68,485	
	100.00%	\$	4,375	\$ 4,484	\$ 4,596	\$ 4,711	\$ 4,829	\$ 4,950	\$ 5,074	\$ 5,201	\$ 5,331	\$ 5,464	\$ 5,600	
	100.00%	\$	380,933	\$ 390,456	\$ 400,218	\$ 410,223	\$ 420,479	\$ 430,991	\$ 441,765	\$ 452,810	\$ 464,130	\$ 475,733	\$ 487,626	
	100.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Total	\$	1,490,061	\$ 1,527,313	\$ 1,565,495	\$ 1,604,633	\$ 1,644,749	\$ 1,685,867	\$ 1,728,014	\$ 1,771,214	\$ 1,815,495	\$ 1,860,882	\$ 1,907,404	
Div 02 Treatment Services	Applicability to Treatment													
	100.00%	\$	2,250,551	\$ 2,306,815	\$ 2,364,485	\$ 2,423,597	\$ 2,484,187	\$ 2,546,292	\$ 2,609,949	\$ 2,675,198	\$ 2,742,078	\$ 2,810,630	\$ 2,880,896	
	100.00%	\$	338,062	\$ 346,514	\$ 355,176	\$ 364,056	\$ 373,157	\$ 382,486	\$ 392,048	\$ 401,849	\$ 411,896	\$ 422,193	\$ 432,748	
	100.00%	\$	886,557	\$ 908,721	\$ 931,439	\$ 954,725	\$ 978,593	\$ 1,003,058	\$ 1,028,134	\$ 1,053,838	\$ 1,080,184	\$ 1,107,188	\$ 1,134,868	
	100.00%	\$	1,059,307	\$ 1,085,790	\$ 1,112,934	\$ 1,140,758	\$ 1,169,277	\$ 1,198,509	\$ 1,228,471	\$ 1,259,183	\$ 1,290,663	\$ 1,322,929	\$ 1,356,003	
	100.00%	\$	129,474	\$ 134,653	\$ 140,039	\$ 145,641	\$ 151,466	\$ 157,525	\$ 163,826	\$ 170,379	\$ 177,194	\$ 184,282	\$ 191,653	
	100.00%	\$	12,371	\$ 12,866	\$ 13,380	\$ 13,916	\$ 14,472	\$ 15,051	\$ 15,653	\$ 16,279	\$ 16,931	\$ 17,608	\$ 18,312	
	100.00%	\$	65,535	\$ 68,156	\$ 70,883	\$ 73,718	\$ 76,667	\$ 79,733	\$ 82,923	\$ 86,240	\$ 89,689	\$ 93,277	\$ 97,008	
	100.00%	\$	1,913,898	\$ 1,990,454	\$ 2,070,072	\$ 2,152,875	\$ 2,238,990	\$ 2,328,550	\$ 2,421,692	\$ 2,518,559	\$ 2,619,302	\$ 2,724,074	\$ 2,833,037	
	100.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	100.00%	\$	1,000	\$ 1,040	\$ 1,082	\$ 1,125	\$ 1,170	\$ 1,217	\$ 1,265	\$ 1,316	\$ 1,369	\$ 1,423	\$ 1,480	
	100.00%	\$	594,275	\$ 609,132	\$ 624,360	\$ 639,969	\$ 655,968	\$ 672,368	\$ 689,177	\$ 706,406	\$ 724,066	\$ 742,168	\$ 760,722	
	100.00%	\$	4,163	\$ 4,267	\$ 4,374	\$ 4,483	\$ 4,595	\$ 4,710	\$ 4,828	\$ 4,948	\$ 5,072	\$ 5,199	\$ 5,329	
	Total	\$	7,255,193	\$ 7,468,407	\$ 7,688,225	\$ 7,914,862	\$ 8,148,543	\$ 8,389,498	\$ 8,637,966	\$ 8,894,196	\$ 9,158,442	\$ 9,430,971	\$ 9,712,055	
	Div 05 Treatment System Maintenance-Upgrades	Applicability to Treatment												
		100.00%	\$	1,866,796	\$ 1,913,466	\$ 1,961,303	\$ 2,010,335	\$ 2,060,593	\$ 2,112,108	\$ 2,164,911	\$ 2,219,034	\$ 2,274,510	\$ 2,331,372	\$ 2,389,657
		100.00%	\$	1,236,494	\$ 667,406	\$ 1,284,092	\$ 1,316,194	\$ 1,349,099	\$ 1,382,826	\$ 1,417,397	\$ 1,452,832	\$ 1,489,152	\$ 1,526,381	\$ 1,564,541
		100.00%	\$	580,945	\$ 595,469	\$ 610,355	\$ 625,614	\$ 641,255	\$ 657,286	\$ 673,718	\$ 690,561	\$ 707,825	\$ 725,521	\$ 743,659
100.00%		\$	33,573	\$ 34,412	\$ 35,273	\$ 36,154	\$ 37,058	\$ 37,985	\$ 38,934	\$ 39,908	\$ 40,905	\$ 41,928	\$ 42,976	
100.00%		\$	738,393	\$ 756,853	\$ 775,774	\$ 795,168	\$ 815,048	\$ 835,424	\$ 856,310	\$ 877,717	\$ 899,660	\$ 922,152	\$ 945,205	
100.00%		\$	45,180	\$ 46,310	\$ 47,467	\$ 48,654	\$ 49,870	\$ 51,117	\$ 52,395	\$ 53,705	\$ 55,047	\$ 56,424	\$ 57,834	
Total		\$	4,501,381	\$ 4,013,916	\$ 4,714,263	\$ 4,832,120	\$ 4,952,923	\$ 5,076,746	\$ 5,203,665	\$ 5,333,756	\$ 5,467,100	\$ 5,603,778	\$ 5,743,872	
Div 45 Public Information	Applicability to Treatment													
	100.00%	\$	57,600	\$ 59,040	\$ 60,516	\$ 62,029	\$ 63,580	\$ 65,169	\$ 66,798	\$ 68,468	\$ 70,180	\$ 71,935	\$ 73,733	
	100.00%	\$	2,000	\$ 2,050	\$ 2,101	\$ 2,154	\$ 2,208	\$ 2,263	\$ 2,319	\$ 2,377	\$ 2,437	\$ 2,498	\$ 2,560	
	100.00%	\$	7,600	\$ 7,790	\$ 7,985	\$ 8,184	\$ 8,389	\$ 8,599	\$ 8,814	\$ 9,034	\$ 9,260	\$ 9,491	\$ 9,729	
	100.00%	\$	7,000	\$ 7,175	\$ 7,354	\$ 7,538	\$ 7,727	\$ 7,920	\$ 8,118	\$ 8,321	\$ 8,529	\$ 8,742	\$ 8,961	
	100.00%	\$	1,600	\$ 1,640	\$ 1,681	\$ 1,723	\$ 1,766	\$ 1,810	\$ 1,856	\$ 1,902	\$ 1,949	\$ 1,998	\$ 2,048	
	Total	\$	75,800	\$ 77,695	\$ 79,637	\$ 81,628	\$ 83,669	\$ 85,761	\$ 87,905	\$ 90,102	\$ 92,355	\$ 94,664	\$ 97,030	
	Other Treatment Expenditures	Applicability to Treatment												
100.00%		\$	10,000	\$ 10,250	\$ 10,506	\$ 10,769	\$ 11,038	\$ 11,314	\$ 11,597	\$ 11,887	\$ 12,184	\$ 12,489	\$ 12,801	
0.00%		\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$	10,000	\$ 10,250	\$ 10,506	\$ 10,769	\$ 11,038	\$ 11,314	\$ 11,597	\$ 11,887	\$ 12,184	\$ 12,489	\$ 12,801		
Other	Applicability to Treatment													
	100.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	100.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Other Expenditures	Applicability to Treatment													
	100.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	100.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
CIP Incremental O&M Costs	Applicability to Treatment													
	100.00%	\$	-	\$ -	\$ 1,439,827	\$ 1,309,191	\$ 1,237,353	\$ 1,464,425	\$ 1,565,128	\$ 1,919,575	\$ 1,774,814	\$ 1,883,877	\$ 1,997,283	
Total	\$	-	\$ -	\$ 1,439,827	\$ 1,309,191	\$ 1,237,353	\$ 1,464,425	\$ 1,565,128	\$ 1,919,575	\$ 1,774,814	\$ 1,883,877	\$ 1,997,283		
Additional O&M Programs	Applicability to Treatment													
	68.33%	\$	-	\$ 68,328	\$ 70,036	\$ 71,787	\$ 73,582	\$ 75,421	\$ 77,307	\$ 79,240	\$ 81,221	\$ 83,251	\$ 85,332	
	0.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	0.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	0.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	0.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$	-	\$ 68,328	\$ 70,036	\$ 71,787	\$ 73,582	\$ 75,421	\$ 77,307	\$ 79,240	\$ 81,221	\$ 83,251	\$ 85,332		
Additional Staff	Applicability to Treatment													
	69.56%	\$	-	\$ 314,608	\$ 537,456	\$ 1,101,785	\$ 1,693,994	\$ 2,315,125	\$ 2,373,003	\$ 2,432,328	\$ 2,493,136	\$ 2,555,465	\$ 2,619,351	
	0.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$	-	\$ 314,608	\$ 537,456	\$ 1,101,785	\$ 1,693,994	\$ 2,315,125	\$ 2,373,003	\$ 2,432,328	\$ 2,493,136	\$ 2,555,465	\$ 2,619,351		
Transfers Out (Not Included In Coverage Calc)	Applicability to Treatment													
	100.00%	\$	-	\$ -	\$ 45,564	\$ 94,043	\$ 97,053	\$ 100,158	\$ 103,364	\$ 106,671	\$ 110,085	\$ 113,607	\$ 117,243	
	68.33%	\$	994,323	\$ 1,019,182	\$ 1,044,661	\$ 1,070,778	\$ 1,097,547	\$ 1,124,986	\$ 1,153,110	\$ 1,181,938	\$ 1,211,487	\$ 1,241,774	\$ 1,272,818	
	68.33%	\$	130,441	\$ 133,702	\$ 137,045	\$ 140,471	\$ 143,983	\$ 147,582	\$ 151,272	\$ 155,054	\$ 158,930	\$ 162,903	\$ 166,976	
	0.00%	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$	1,124,765	\$ 1,152,884	\$ 1,227,270	\$ 1,305,292	\$ 1,338,583	\$ 1,372,727	\$ 1,407,746	\$ 1,443,663	\$ 1,480,501	\$ 1,518,284	\$ 1,557,037		



City of Oxnard
Wastewater Financial Model
Regional Users Revenue Requirement

		FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
CASH FLOW TEST												
Revenues		FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Revenues from Wastewater Operations												
SEWER CHARGE-OUTSIDE OTHE		\$ 365,498	\$ 354,533	\$ 354,533	\$ 465,159	\$ 516,368	\$ 541,903	\$ 568,655	\$ 590,805	\$ 613,772	\$ 631,394	\$ 649,477
SEWER CHARGE-OUTSIDE NYEL		117,897	114,360	114,360	150,044	166,562	174,799	183,428	190,573	197,981	203,665	209,498
W/W SERVICES-PT. HUENEME		999,030	969,059	969,059	1,271,438	1,411,409	1,481,205	1,554,327	1,614,870	1,677,645	1,725,815	1,775,240
W/W SERVICES-USN PT HUENE		293,651	284,841	284,841	373,721	414,864	435,380	456,873	474,668	493,120	507,279	521,807
WWTR. SVCS.-USN PT. MUGU		121,413	117,771	117,771	154,519	171,530	180,012	188,899	196,257	203,886	209,740	215,747
SEWER CHARGES-OUTSIDE OTH		(2,087)	-	-	-	-	-	-	-	-	-	-
Regional Share of Offsetting Revenues	14.25%											
SERVICES TO OTHER PROGRAM		4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441	4,441
SERVICE TO OTHER PROGRAMS		35,902	35,902	35,902	35,902	35,902	35,902	35,902	35,902	35,902	35,902	35,902
OTHER REIMBURSEMENTS		276,050	-	-	-	-	-	-	-	-	-	-
MISCELLANEOUS REVENUES		1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184	1,184
SERVICE TO OTHER PROGRAMS		10,331	10,331	10,331	10,331	10,331	10,331	10,331	10,331	10,331	10,331	10,331
Total Regional Revenues		\$ 2,223,309	\$ 1,892,421	\$ 1,892,421	\$ 2,466,739	\$ 2,732,590	\$ 2,865,156	\$ 3,004,039	\$ 3,119,029	\$ 3,238,261	\$ 3,329,751	\$ 3,423,625
Expenditures												
Regional Share of OWTP O&M	14.25%											
Ongoing Wastewater Operating Expenses												
Div 01 WWC Source Control / Services		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Div 02 Storm Water Quality Management		-	-	-	-	-	-	-	-	-	-	-
Div 03 Collection System Main & Upgrade		-	-	-	-	-	-	-	-	-	-	-
Div 07 Storm Water Flood Control		-	-	-	-	-	-	-	-	-	-	-
Div 45 Public Information		-	-	-	-	-	-	-	-	-	-	-
Other Collections Expenditures		-	-	-	-	-	-	-	-	-	-	-
Div 01 WWT Laboratory Services		212,334	217,642	223,083	228,660	234,377	240,236	246,242	252,398	258,708	265,176	271,805
Div 02 Treatment Services		1,033,865	1,064,248	1,095,572	1,127,868	1,161,167	1,195,503	1,230,910	1,267,423	1,305,078	1,343,913	1,383,968
Div 05 Treatment System Maintenance-Upgrades		641,447	571,983	671,783	688,577	705,792	723,436	741,522	760,060	779,062	798,538	818,502
Div 45 Public Information		10,802	11,072	11,348	11,632	11,923	12,221	12,526	12,840	13,161	13,490	13,827
Other Treatment Expenditures		1,425	1,461	1,497	1,535	1,573	1,612	1,653	1,694	1,736	1,780	1,824
Other		-	-	-	-	-	-	-	-	-	-	-
Other Expenditures		-	-	-	-	-	-	-	-	-	-	-
CIP Incremental O&M Costs		-	-	205,175	186,560	176,323	208,681	223,031	273,539	252,911	268,452	284,613
Additional O&M Programs		-	9,737	9,980	10,230	10,485	10,748	11,016	11,292	11,574	11,863	12,160
Additional Staff		-	44,832	76,587	157,004	241,394	329,905	338,153	346,607	355,272	364,154	373,258
Transfers Out (Not Included In Coverage Calc)		160,279	164,286	174,886	186,004	190,748	195,614	200,604	205,722	210,971	216,356	221,878
Subtotal: Operating Expenditures		\$ 2,060,151	\$ 2,085,260	\$ 2,469,912	\$ 2,598,070	\$ 2,733,782	\$ 2,917,956	\$ 3,005,657	\$ 3,131,574	\$ 3,188,473	\$ 3,283,722	\$ 3,381,834
Other Operating Expenses												
Existing Debt Service												
Projected Debt Service												
Rate Funded Capital		-	-	-	-	-	-	-	-	-	-	-
Subtotal: Other Operating Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating Expenditures		\$ 2,060,151	\$ 2,085,260	\$ 2,469,912	\$ 2,598,070	\$ 2,733,782	\$ 2,917,956	\$ 3,005,657	\$ 3,131,574	\$ 3,188,473	\$ 3,283,722	\$ 3,381,834
Policy Expenditures												
Equipment Replacement Funding												
Infrastructure Use Fee - Public Safety												
Infrastructure Use Fee - Governmental Facilities												
Infrastructure Use Fee - Right of Way Maintenance												
Minimum Operating Fund Balance												
Subtotal: Total Policy Expenditures		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures for Cash Flow Test		\$ 2,060,151	\$ 2,085,260	\$ 2,469,912	\$ 2,598,070	\$ 2,733,782	\$ 2,917,956	\$ 3,005,657	\$ 3,131,574	\$ 3,188,473	\$ 3,283,722	\$ 3,381,834
Cash Flow Surplus (Deficit)		\$ 163,158	\$ (192,838)	\$ (577,490)	\$ (131,331)	\$ (1,192)	\$ (52,799)	\$ (1,618)	\$ (12,545)	\$ 49,788	\$ 46,029	\$ 41,791



REVENUE REQUIREMENT											
	FY 2014/15 2015	FY 2015/16 2016	FY 2016/17 2017	FY 2017/18 2018	FY 2018/19 2019	FY 2019/20 2020	FY 2020/21 2021	FY 2021/22 2022	FY 2022/23 2023	FY 2023/24 2024	FY 2024/25 2025
Total Surplus (Deficit)	\$ 163,158	\$ (192,838)	\$ (577,490)	\$ (131,331)	\$ (1,192)	\$ (52,799)	\$ (1,618)	\$ (12,545)	\$ 49,788	\$ 46,029	\$ 41,791
Rate Increase Driver	Surplus	Coverage	Coverage	Coverage	Coverage	Coverage	Coverage	Coverage	Surplus	Surplus	Surplus
Month of Adoption	July	March	July	January	January	January	January	January	January	January	January
Calculated Rate Increase (%)	0.00%	31.43%	31.38%	10.88%	0.09%	3.75%	0.11%	0.82%	0.00%	0.00%	0.00%
	Overriden	Overriden	Overriden	Overriden	Overriden	Overriden	Overriden	Overriden	Overriden	Overriden	Overriden
Rate Increases											
Rate Increase Override (%)	0.00%	0.00%	30.00%	10.00%	4.00%	4.00%	3.00%	3.00%	2.00%	2.00%	2.00%
Rate Increase (%)	0.00%	0.00%	30.00%	10.00%	4.00%	4.00%	3.00%	3.00%	2.00%	2.00%	2.00%
Cumulative Rate Increase (%)	0.00%	0.00%	30.00%	43.00%	48.72%	54.67%	59.31%	64.09%	67.37%	70.72%	74.13%

Packet Pg. 367



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 5

DATE: July 19, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7884) for UD13-13 – Recycled Waterline Project at Perkins Road (5/10)

CONTACT: Robert Hearne, Public Works
Robert.Hearne@oxnard.org, 385-8265

RECOMMENDATION:

That City Council:

1. Award contract A-7884 to the lowest responsible and responsive bidder, Sam Hill and Sons, Inc., in the amount of \$555,198 for UD13-13 - Recycled Waterline Project, and authorize the purchasing agent to execute the contract upon receipt of final documents
2. Approve a Budget Appropriation to establish Project No. 176001 Recycled Waterline Project and appropriate funds in the amount of \$601,165 from the Water Connection Fees Fund Balance for the project.

BACKGROUND

On March 1, 2016, City Council approved plans and specifications to conduct a public bid process for the Recycled Waterline Project at Perkins Road to New-Indy Containerboard, LLC. The first advertisement for this project bid was March 31, 2016. The public bid process started on April 4, 2016 and closed with a public bid opening on May 4, 2016. City Procurement Staff received a total of five bids as follows:

Approval of Contract (A-7884) for UD13-13 – Recycled Waterline Project at Perkins Road.

July 19, 2016

Page 2

Sam Hill and Sons, Inc.	\$555,198.00
Toro Enterprises, Inc.	\$607,129.40
Blois Construction	\$649,210.00
Union Engineering	\$797,963.00
Cedro Construction, Inc.	\$868,120.00

The department staff and Contract Compliance Review Committee has agreed with the award of this contract following procurement staff review of all documentation received including checks of required license and registration with State DIR per SB854; Occupational Safety & Health Administration (OSHA) web site; records for debarment; and any labor compliance issues. The bid received from Sam Hill and Sons Inc., has been found to be a responsible and responsive bid. Even though the cost for materials were higher than the Engineer's Estimate, the bid received from Sam Hill and Sons, Inc. has been found to be a responsible and responsive bid and only about fifteen percent above the estimate.

Engineer's Estimate of Total Project Cost:

Contract	\$480,932
Contingencies	\$ 48,093
Services from other programs*	\$ 48,093
Outside construction services**	\$ 24,047
Total	\$601,165

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

Funding for work under this contract will come from the Water Connection Fees Fund Balance in the amount \$601,165, which will be appropriated to the Project No. 176001 Recycled Waterline Project.

ATTACHMENTS:

Attachment A - Tabulation of Bids

Attachment B - Project Cost Estimate

Attachment C - Bid Package - Sam Hill & Sons, Inc.

Approval of Contract (A-7884) for UD13-13 – Recycled Waterline Project at Perkins Road.

July 19, 2016

Page 3

Attachment D - OSHA Report

Attachment E - Subcontractors

Attachment F - Certificate of Publication - Public Notice

Attachment G - CA DIR Registratin

Attachment H - Staff Report - Council Approval to Bid

Attachment I - Budget Appropriation

UD13-13-Recycled Waterline Project at Perkins Road									
Owner: City of Oxnard Bid Opening: 05/04/16									
* marks an allowance									
Sum Hill and Sons, Inc.									
2627 Beane Rd Ventura, CA 93003									
US									
Bidder Status: Valid									
#1 Lowest Bidder									
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Item Total
1	1001-3	Mobilization/DeMobilization	Lump Sum	LS	\$22,080.00	\$22,080.00	\$43,000.00	\$28,000.00	\$28,000.00
2	1505-3	Traffic Control And Public Convenience And Safety	Lump Sum	LS	\$12,460.00	\$12,460.00	\$310,620.00	\$28,000.00	\$28,000.00
3	1800-3	Storm Water Pollution Prevention Plan	Lump Sum	LS	\$9,665.00	\$9,665.00	\$5,890.00	\$7,500.00	\$7,500.00
4	1110-3	Cold Mill AC Pavement (2" Mix)	1,333	TY	\$8.00	\$10,664.00	\$7.00	\$9,331.00	\$9,331.00
5	1150-10	Asphalt Concrete, Type III (DOTAC-C2 PG 64-10)	160	TN	\$158.00	\$25,280.00	\$150.00	\$24,000.00	\$24,000.00
6	1174-6	Remove And Replace PCC Driveway	950	SF	\$24.00	\$22,800.00	\$22.00	\$20,900.00	\$20,900.00
7	1174-6	Remove And Replace PCC Curb And Gutter (Type A24)	60	SF	\$73.00	\$4,380.00	\$72.00	\$4,320.00	\$4,320.00
8	1174-6	Remove And Replace 4" Thick PCC Sidewalk	100	SF	\$13.00	\$1,300.00	\$16.00	\$1,600.00	\$1,600.00
9	1415-6	Rebelate 12-inch Waterline	120	LF	\$246.00	\$29,520.00	\$195.00	\$23,400.00	\$23,400.00
10	1515-3	Pavement striping detail 21	600	LF	\$2.00	\$1,200.00	\$3.36	\$2,016.00	\$2,016.00
11	1515-3	Pavement striping detail 31	200	LF	\$2.00	\$400.00	\$2.82	\$564.00	\$564.00
12	1515-3	Pavement striping detail 39	200	LF	\$4.00	\$800.00	\$2.55	\$510.00	\$510.00
13	1515-3	Pavement striping detail 39A	100	LF	\$4.00	\$400.00	\$2.28	\$228.00	\$228.00
14	1906-2	Form And Install Complete 3-inch HDPE Conduit	2,400	LF	\$6.00	\$14,400.00	\$2.00	\$4,800.00	\$4,800.00
15	1905-2	Form And Install Complete 22"x45" Pull Box (CPB-1 Item CPB05)	5	EA	\$325.00	\$1,625.00	\$2,460.00	\$12,300.00	\$12,300.00
16	1905-2	Form And Install Complete 30"x48" Pull Box (CPB-6)	1	EA	\$4,057.00	\$4,057.00	\$5,800.00	\$5,800.00	\$5,800.00
17	1703-3	Form And Install Complete 12-inch HDPE (DR11 C900) Pipe	823	LF	\$69.132.00	\$56,912.00	\$117,277.50	\$97,114.00	\$97,114.00
18	1704-3	Form And Install Complete 12-inch HDPE (DR11 C900) Pipe	49	LF	\$221.00	\$10,829.00	\$19,845.00	\$360.00	\$360.00
19	1705-2	Form And Install Complete 12-inch HDPE (DR11 C900) Pipe	Lump Sum	LS	\$9,782.00	\$9,782.00	\$7,090.00	\$6,985.00	\$6,985.00
20	1704-3	Form And Install Complete 12-inch HDPE (DR11 C900) Pipe	Lump Sum	LS	\$46,140.00	\$46,140.00	\$31,000.00	\$30,066.00	\$30,066.00
21	1705-2.1	Form And Install Complete 12-inch HDPE (DR11 C900) Pipe	3	EA	\$12,210.00	\$36,630.00	\$7,500.00	\$7,973.00	\$7,973.00
22	1705-2.1	Form And Install Complete 12-inch HDPE (DR11 C900) Pipe	1	EA	\$6,869.00	\$6,869.00	\$7,300.00	\$8,248.00	\$8,248.00
23	1706-3	Form And Install Complete 24-inch RW service	2	EA	\$3,577.00	\$7,154.00	\$11,600.00	\$6,560.00	\$6,560.00
24	1705-3.1	Form And Install Complete 24-inch RW service	1	EA	\$5,421.00	\$5,421.00	\$7,300.00	\$6,598.00	\$6,598.00
25	1707-4	Form And Install Complete 24-inch Steel Casing, 1/2" Thick, With 14" HDPE (DR11 C900) center pipe	Lump Sum	LS	\$81,860.00	\$81,860.00	\$80,500.00	\$43,619.00	\$43,619.00
26	1904-5	HDPE (DR11 C900) center pipe	95	LF	\$659.00	\$62,605.00	\$850.00	\$80,500.00	\$80,500.00
27	1905-3	Downsizing	Lump Sum	LS	\$8,000.00	\$8,000.00	\$17,000.00	\$13,000.00	\$13,000.00
28	1902-3	Trench Safety	Lump Sum	LS	\$5,936.00	\$5,936.00	\$13,880.00	\$12,000.00	\$12,000.00
29	1902-3	Trench Safety	150	TN	\$72.00	\$10,800.00	\$48.00	\$7,200.00	\$7,200.00
30	1902-3	Unexcavated excavation	50	CY	\$124.00	\$6,200.00	\$72.00	\$3,600.00	\$3,600.00
31	1908-3	Miscellaneous Work And Existing Facilities	Lump Sum	LS	\$23,960.00	\$23,960.00	\$4,000.00	\$70,000.00	\$70,000.00
BID LIST TOTAL SUBMITTED					\$555,197.00	\$555,197.00	\$607,129.40	\$607,129.40	\$607,129.40
Total Bid Amount VERIFIED					\$555,197.00	\$555,197.00	\$607,129.40	\$607,129.40	\$607,129.40
Level Sub									
Torro Enterprises, Inc.									
7000 Merrill Ave Chino, CA 91710									
US									
Bidder Status: Valid									
#5									
Torro Enterprises, Inc.									
2101 E. Ventura Road Oxnard, CA 93036									
US									
Bidder Status: Valid									
#2									
Bliss Construction									
3201 Surps Road Ventura, CA 93036									
US									
Bidder Status: Valid									
#3									
Union Engineering									
1399 Arnold Avenue Ventura, CA 93036									
US									
Bidder Status: Valid									
#4									
Cedro Construction, Inc.									
120 E. Santa Maria Street Santa Paula, CA 93060									
US									
Bidder Status: Valid									
Bids Construction, Inc.									
10150 Poplar Ave Fountain, CA 92335									
Blener's Electric, Inc.									
P.O. Box 946 Oxnard, CA 93032									
Western Oil Spreading Service									
736 Mission Rock Road Santa Paula, CA 93060									
Golden State Boring									
506 E. Main Street Chino, CA 91710									
Benner & Carpenter									
506 E. Main Street Santa Paula, CA 93060									
Coleman - Pacific									
5310 Commerce Ave Moorpark, CA 93021									
Total Barrielle Service Inc.									
P.O. Box 7114 Oxnard, CA 93031									

9	Relocate 12-Inch Waterline	1415-6	LF	120	\$	110	\$	13,200
10	Pavement striping detail 31	1515-3	LF	600	\$	1	\$	600
11	Pavement striping detail 21	1515-3	LF	200	\$	1	\$	200
12	Pavement striping detail 39	1515-3	LF	200	\$	1	\$	200
13	Pavement striping detail 39A	1515-3	LF	100	\$	1	\$	100
14	Furnish And Install Complete 3-Inch HDPE Conduit	1906-2	LF	2,400	\$	18	\$	43,200
15	Furnish And Install Complete 22"x35" Pull Box (CPB-1 thru CPB-5)	1905-2	EA	5	\$	500	\$	2,500
16	Furnish And Install Complete 36"x48" Pull Box (CPB-6)	1905-2	EA	1	\$	1,500	\$	1,500
17	Furnish And Install Complete 12-Inch PVC (DR 14, C900) Pipe	1703-3	LF	823	\$	110	\$	90,530
18	Furnish And Install Complete 14-Inch HDPE (DR11,C906) Pipe	1704-3	LF	49	\$	200	\$	9,800
19	Furnish And Install 6-Inch PVC Pipe Service Turnout Lateral at STA 19+00	1709-2	LS	1	\$	2,000	\$	2,000
20	Furnish And Install Complete Connection of 14-Inch HDPE To Exist 36-Inch HDPE as shown in the drawing	1704-3	LS	1	\$	10,000	\$	10,000
21	Furnish And Install Complete 12-Inch RS Gate Valve	1705-2.1	EA	3	\$	4,000	\$	12,000
22	Furnish And Install 4-Inch Blow-off	1708-2	EA	1	\$	7,000	\$	7,000
23	Furnish And Install Complete 2-Inch RW service.	1706-3	EA	2	\$	1,500	\$	3,000
24	Furnish And Install Complete 2-Inch Combination Air Vacuum/Air Release Valve	1705-3.1	EA	1	\$	7,000	\$	7,000
25	Furnish And Install Complete 6-Inch RW turnout lateral at STA 9+68 and Service & Meter Installation Assembly as shown in the drawing	1707-4	LS	1	\$	25,000	\$	25,000
76	Furnish And Install Complete 24-Inch Steel Casing, 1/2" Thick	1004-5	1 P	05	\$	1,400	\$	1,400

20	With 14" HDPE (DR11,C906) carrier pipe	1901-3	LS	1	\$	20,000	\$	20,000
27	Dewatering	1901-3	LS	1	\$	20,000	\$	20,000
28	Trench Safety	1902-3	LS	1	\$	10,000	\$	10,000
29	Trench Stabilization*	1903-4	TON	150	\$	50	\$	7,500
30	Unclassified excavation	1907-3	CY	50	\$	50	\$	2,500
31	Miscellaneous Work And Existing Facilities	1908-3	LS	1	\$	5,000	\$	5,000
GRAND TOTAL								
SUB TOTAL								
Overhead 10%								
Contingency 10%								
GRAND TOTAL								
\$ 480,932								
\$ 48,093								
\$ 48,093								
\$ 577,118								

**CITY OF OXNARD
SPECIFICATION NUMBER UD13-13**

N.5.c

**BID DOCUMENTS (BLUE SHEETS)
FOR**

PROJECT TITLE: – Recycled Waterline Project at Perkins Road

BRIEF DESCRIPTION OF PROJECT:.

Specification Number UD13-13 includes 15 pages of bid documents.
Drawing No. 12-37A includes 8 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 60 calendar days. Liquidated damages will be assessed at \$1,800.00 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 Sam Hill and Sons, Inc.

Physical Address 2627 Beene Rd. Ventura, Ca 93003

Mailing Address Po Box 5670

City Ventura, State Ca. Zip Code 93005

Telephone No. (805) 644-6278 Fax No. (805) 644-2813

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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; furnish and install sheeting, shoring, and bracing; furnish and install complete 12-inch PVC (DR 14, C900) between Sta 9+60 to Sta 17+82.50 using open cut construction method; furnish and install complete 14-inch HDPE DR11 between Sta 17+82.50 to Sta 19+48 using open cut & jack and bore construction methods; furnish and install complete 14-inch steel casing between Sta 17+98.50 to Sta 18+90 using Jack & Bore construction method; furnish and install 3" HDPE conduits and pull boxes; connection of 14-inch HDPE to exist 36-inch HDPE; furnish and install complete 6-inch PVC service turnout laterals and associated appurtenances; furnish and install complete 12-inch RS gate valve as shown on drawings; furnish and install complete 6-inch water service & meter installation assembly as shown on the drawing; furnish and install complete 4-inch blow-off; furnish and install complete 2-inch combination air vacuum/air release valve; relocate 12-inch waterline; 2-inch mill & fill of asphalt concrete pavement along the pipeline alignment; protect in place 8-inch thick blockwall & footing; pavement re-striping along the pipeline alignment; remove and replace PCC driveway; remove and replace PCC curb & gutter; remove and replace 4-inch thick PCC sidewalk; 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**

**CITY OF OXNARD
SPECIFICATION NUMBER UD13-13**

N.5.c

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Sam Hill and Sons, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	RECYCLED WATERLINE INSTALLATION					
1	Mobilization/Demobilization	1001-3	LS	LUMP SUM	22080	\$ 22,080.
2	Traffic Control And Public Convenience And Safety	1505-3	LS	LUMP SUM	12460	12,460.
3	Storm Water Pollution Prevention Plan	1800-3	LS	LUMP SUM	9665	9,665.
4	Cold Mill AC Pavement (2" Max)	1110-3	SY	1,333	8.	10,664.
5	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TN	160	158.	25,280.
6	Remove And Replace PCC Driveway	1174-6	SF	950	27.	25,650.
7	Remove And Replace PCC Curb And Gutter (Type A2-6)	1174-6	LF	60	73.	4,380.
8	Remove And Replace 4" Thick PCC Sidewalk	1174-6	SF	100	13.	1,300.
9	Relocate 12-Inch Waterline	1415-6	LF	120	246.	29,520.
10	Pavement striping detail 31	1515-3	LF	600	2.	1,200.
11	Pavement striping detail 21	1515-3	LF	200	2.	400.
12	Pavement striping detail 39	1515-3	LF	200	4.	800.
13	Pavement striping detail 39A	1515-3	LF	100	4.	400.
14	Furnish And Install Complete 3-Inch HDPE Conduit	1906-2	LF	2,400	6.	14,400.
15	Furnish And Install Complete 22"x35" Pull Box (CPB-1 thru CPB-5)	1905-2	EA	5	325.	1,625.
16	Furnish And Install Complete 36"x48" Pull Box (CPB-6)	1905-2	EA	1	4057.	4,057.
17	Furnish And Install Complete 12-Inch PVC (DR 14, C900) Pipe	1703-3	LF	823	84.	69,132.
18	Furnish And Install Complete 14-Inch HDPE (DR 11, C906) Pipe	1704-3	LF	49	221.	10,829.
19	Furnish And Install 6-Inch PVC Pipe. Service Turnout lateral at STA 19+00	1709-2	LS	LUMP SUM	9782	9,782.
20	Furnish And Install Complete Connection of 14-Inch HDPE To Exist 36-Inch HDPE as shown in the drawing	1704-3	LS	LUMP SUM	46,140	46,140.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER UD13-13**

N.5.c

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Sam Hill and Sons, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
21	Furnish And Install Complete 12-Inch RS Gate Valve	1705-2.1	EA	3	12,210.-	36,630.-
22	Furnish And Install 4-Inch Blow-off	1708-2	EA	1	6,869.-	6,869.-
23	Furnish And Install Complete 2-Inch RW service.	1706-3	EA	2	3,577.-	7,154.-
24	Furnish And Install Complete 2-Inch Combination Air Vacuum/Air Release Valve	1705-3.1	EA	1	5,421.-	5,421.-
25	Furnish And Install Complete 6-Inch RW turnout lateral at STA 9+68 and Service & Meter Installation Assembly as shown in the drawing	1707-4	LS	LUMP SUM	81,860.-	81,860.-
26	Furnish And Install Complete 24-Inch Steel Casing, 1/2" Thick With 14" HDPE (DR11,C906) carrier pipe	1904-5	LF	95	659.-	62,605.-
27	Dewatering	1901-3	LS	LUMP SUM	8,000.-	8,000.-
28	Trench Safety	1902-3	LS	LUMP SUM	5,936.-	5,936.-
29	Trench Stabilization*	1903-4	TON	150	72.-	10,800.-
30	Unclassified excavation	1907-3	CY	50	124.-	6,200.-
31	Miscellaneous Work And Existing Facilities	1908-3	LS	LUMP SUM	23,960.-	23,960.-
GRAND TOTAL					\$ 555,198.-	

*To be installed "As Required", Per Engineer's direction

CITY OF OXNARD
SPECIFICATION NUMBER UD13-13

N.5.c

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 555,198.-

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
	N/A		
	"		
	"		

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 5-4-16 AT Ventura, Ca.

COMPANY NAME Sam Hill and Sons, Inc

SIGNATURE Ronald J. Hill TITLE President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD13-13

N.5.c

REFERENCES

BIDDER'S NAME Sam Hill and Sons, 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		
First Street 24" Water Main Replacement		
Owner	Project Location	
City of Simi	1st Street Simi Valley	
Project Cost	Project Manager	Telephone
\$744,127 -	Sarah Shasebor	(805) 583-6792

Project Description		
Montolvo Ph 2 waterline Replacement		
Owner	Project Location	
City of Ventura	Montolvo Ph 2 waterline Replacement	
Project Cost	Project Manager	Telephone
1,481,358 -	Dan Frost	(805) 340-9919

Project Description		
16" Water main Springville Rd.		
Owner	Project Location	
City Camarillo	Springville Rd. Camarillo, Ca.	
Project Cost	Project Manager	Telephone
\$2,150,000 -	Tom McKnett	(805) 444-6383

Ronald L. Hill

SIGNATURE OF BIDDER

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Sam Hilland Sons, 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 ✓

2. If yes, explain the circumstances.

Ronald L. Hill
SIGNATURE OF BIDDER

**Bidder's Failure to Complete
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CITY OF OXNARD
SPECIFICATION NUMBER UD13-13

N.5.c

BIDDER'S AFFIDAVIT

PROJECT Recycled waterline Project at Perkins Road

I depose and say that I am Ron Hill President
(Print or type name and title)

of Sam Hill and Sons, Inc.
(Name of Company)

PO Box 5670 Ventura Ca. 93005
(Address) (City) (State) (Zip Code)

Contractor's CA DIR Registration Number (Per SB854): 1000003073

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 648594 FED TAX I.D. # 77-0114881

Classification: A

Contractor's License Expiration Date: 6-30-16

City of Oxnard Business License Number (Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 039556204

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 5-4-16 at Ventura, California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

Ronald L. Hill
SIGNATURE

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

CITY OF OXNARD
SPECIFICATION NUMBER UD13-13

N.5.c

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS			
<i>Standard Bidder Questions (applies to all bids)</i>		Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.		✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.		✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.		✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.		✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.		✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.		✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.		✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.		✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.		✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓	
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

5-4-16

Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)

***ESCROW BID DOCUMENT CERTIFICATION**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard Recycled Waterline - Perkins Road Project, and that I have personally examined these contents and have found that this bid documentation is complete.

By: Ronald L. Hill
Title: President
Firm: Sam Hilland Sons, Inc.
Date: 5-4-16

***IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF
ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND
THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID DOCUMENTS.
THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3) BUSINESS DAYS
FOLLOWING BID OPENING:
THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:
CITY GENERAL SERVICES PROCUREMENT
1060 PACIFIC AVE., BLDG. 2
OXNARD, CA. 93030
ATTN: Patricia Friend.**

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Establishment Search Results

Establishment	Date Range	Office	State
Sam Hill and Sons Inc.	05/13/2011 to 05/13/2016	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 - 1 of 1

by Date

[Get Detail](#) [Select All](#) [Reset](#)

#	Activity	Opened	RID	St	Type	Sc	SIC	NAICS	Vio	Establishment Name
1	314830811	07/03/2012	0950643	CA	Complaint	Partial	1623	237130	5	Sam Hill & Sons, Inc.

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Inspection Detail

Inspection: 314830811 - Sam Hill & Sons, Inc.**Inspection Information - Office: Ca Van Nuys**

Nr: 314830811 Report ID: 0950643 Open Date: 07/03/2012

Sam Hill & Sons, Inc.

Erbes Rd. & South Side Of Avenida De Los Flores
Thousand Oaks, CA 91360

Union Status: NonUnion

SIC: 1623/Water, Sewer, Pipeline, and Communications and Power Line Construction

NAICS: 237130/Power and Communication Line and Related Structures Construction

Mailing: 2627 Beene Rd., Ventura, CA 93003

Inspection Type:	Complaint			
Scope:	Partial	Advanced Notice:	N	
Ownership:	Private			
Safety/Health:	Safety	Close Conference:	12/06/2012	
Planning Guide:	Safety-Construction	Close Case:	11/10/2013	
Related Activity:	Type	ID	Safety	Health
	Complaint	208548123	Yes	Yes

Violation Summary

	Serious	Willful	Repeat	Other	Unclass	Total
Initial Violations	1			4		5
Current Violations	1			4		5
Initial Penalty	\$5,400			\$1,800		\$7,200
Current Penalty	\$5,400			\$1,800		\$7,200
FTA Amount						

Violation Items

#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Other	1541 B01	12/07/2012	12/12/2012	\$450	\$450	\$0		-
2.	01002	Other	1675 B	12/07/2012	12/12/2012	\$450	\$450	\$0		-
3.	01003	Other	3395 C	12/07/2012	12/12/2012	\$450	\$450	\$0		-
4.	01004	Other	3395 F03	12/07/2012	12/26/2012	\$450	\$450	\$0		-
5.	02001	Serious	15410001 A01	12/07/2012	12/12/2012	\$5,400	\$5,400	\$0		-

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Violation Detail

Standard Cited: 1541 B01

Violation Items			
Nr: 314830811		Citation: 01001	Issuance: 12/07/2012
ReportingID: 0950643			
Viol Type:	Other	NrInstances:	1
Contest Date:			
Abatement Date:	12/12/2012	Nr Exposed:	2
Final Order:			
Initial Penalty:	\$450.00	REC:	
Emphasis:			
Current Penalty:	\$450.00	Gravity:	
Haz Category:			

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Violation Detail

Standard Cited: 1675 B

Violation Items			
Nr: 314830811	Citation: 01002	Issuance: 12/07/2012	ReportingID: 0950643
Viol Type:	Other	NrInstances: 1	Contest Date:
Abatement Date:	12/12/2012 I	Nr Exposed: 2	Final Order:
Initial Penalty:	\$450.00	REC:	Emphasis:
Current Penalty:	\$450.00	Gravity:	Haz Category:

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Violation Detail

Standard Cited: 3395 C

Violation Items			
Nr: 314830811	Citation: 01003	Issuance: 12/07/2012	ReportingID: 0950643
Viol Type: Other	NrInstances: 1	Contest Date:	
Abatement Date: 12/12/2012	Nr Exposed: 2	Final Order:	
Initial Penalty: \$450.00	REC:	Emphasis:	
Current Penalty: \$450.00	Gravity:	Haz Category:	

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- A to Z Index
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Violation Detail

Standard Cited: 3395 F03

Violation Items			
Nr: 314830811	Citation: 01004	Issuance: 12/07/2012	ReportingID: 0950643
Viol Type:	Other	NrInstances: 1	Contest Date:
Abatement Date:	12/26/2012 X	Nr Exposed: 2	Final Order:
Initial Penalty:	\$450.00	REC:	Emphasis:
Current Penalty:	\$450.00	Gravity:	Haz Category:

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- A to Z Index

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- En Español
- A to Z Index
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- FAQs
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Violation Detail

Standard Cited:15410001 A01

Violation Items

Nr: 314830811		Citation: 02001	Issuance: 12/07/2012	ReportingID: 0950643
Viol Type:	Serious	NrInstances:	1	Contest Date:
Abatement Date:	12/12/2012 I	Nr Exposed:	2	Final Order:
Initial Penalty:	\$5,400.00	REC:		Emphasis:
Current Penalty:	\$5,400.00	Gravity:		Haz Category:

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Establishment Search

Reflects inspection data through 05/11/2016

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:

Your Establishment search returned 0 results.Establishment **Berry Engineering****State** California  Fed & State **OSHA Office** All Offices **Case Status**  All  Closed  Open**Violation Status**  All  With Violations  Without Violations

Inspection Date

Start Date May  13  2011 **End Date** May  13  2016 

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.

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Search By:

Your Establishment search returned 0 results.

Establishment	PCI Striping		
State	California	▼	Fed & State
OSHA Office	All Offices	▼	
Case Status	☒ All ☐ Closed ☐ Open		
Violation Status	☒ All ☐ With Violations ☐ Without Violations		
Inspection Date			
Start Date	May	▼	13 ▼ 2011 ▼
End Date	May	▼	13 ▼ 2016 ▼
	Submit	Reset	

Can't find it?

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Reflects inspection data through 05/11/2016

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:

Your Establishment search returned 0 results.

Establishment State OSHA Office Case Status ☒ All ☐ Closed ☐ OpenViolation Status ☒ All ☐ With Violations ☐ Without Violations

Inspection Date

Start Date End Date

Can't find it?

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NOTE TO USERS

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**CITY OF OXNARD
SPECIFICATION NUMBER UD13-13**

N.5.e

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Sam Hill and Sons, 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 & CA DIR Registration Number	
			NUMBERS	CLASS
1. Berry Engineering	PO Box 1457 Ventura, Ca. 93002	Paving	400577A DIR 1000001236	A
2. PCI Striping	475 W. 1st St. Azusa, Ca. 91702	striping	823802 DIR 1000005087	1A
3. Benner & Carpenter	506 E. Main Street Santa Paula Ca. 93060	Survey	7998 1000001843	L.S.
4. Golden State Boring	700 Merrill Ave Chino, Ca 91710	Bore	678500 5788 1000001843	1A M

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Sam Hill and Sons, Inc.

<i>The information requested below must be filled out completely.</i>			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 & CA DIR Registration Number	
			NUMBERS	CLASS
5. Coleman-Pacific	5310 Commerce Ave Menlo Park, Ca. 93021	Electrical	548754 1000008074	C-W
6.				
7.				
8.				
9.				
10.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD13-13 for the Recycled Waterline Project - Perkins Road. The work will consist of installing 990 linear feet of 12-inch PVC and 14-inch HDPE recycled water pipeline and connecting the pipeline to an existing 36-inch HDPE recycled water main along Perkins Rd. The work includes installation of 91.5 LF of 24-inch steel casing under the railroad track using jack & bore method, open cut PVC and HDPE pipe installation, 3-inch dia. HDPE conduit installation and restoration of asphalt concrete pavement along the pipeline alignment. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. Per City policy no engineer's construction estimate is provided for public bid projects. Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, APRIL 4, 2016. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 200-5289.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, April 13, 2016. All prospective bidders are urged to attend.

Some or all of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors, Prime and Subs, will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determination or Davis-Bacon. The HIGHER of the State or Federal Wage Rate shall be used. These current determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the on-line Plan Room for the City and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 300 West Third Street, 4th Floor, Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, May 4, 2016. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO Contract Procurement Office - 805-200-5289.

Published VCVN Dates: 03/31/16 and 04/07/16

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION

NUMBER UD13-13

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

March 31, April 7, 2016

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

7th day of April 2016


(Signature)

I agree this ad is accurate and as ordered.

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number UD13-13 for the Recycled Waterline Project - Perkins Road. The work will consist of installing 990 linear feet of 12-inch PVC and 14-inch HDPE recycled water pipeline and connecting the pipeline to an existing 36-inch HDPE recycled water main along Perkins Rd. The work includes installation of 91.5 LF of 24-inch steel casing under the railroad track using jack & bore method, open cut PVC and HDPE pipe installation, 3-inch dia. HDPE conduit installation and restoration of asphalt concrete pavement along the pipeline alignment. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. New Public Works Contractor Registration Law (SB 854) requires that all Contractors and Subcontractors be registered with the DIR. **Per City policy no engineer's construction estimate is provided for public bid projects.**

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 432-6738; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, APRIL 4, 2016. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 200-5289.

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Some or all of this project is funded by Federal Grant funds and all applicable rules must be followed. All contractors, Prime and Subs, will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determination or Davis-Bacon. The HIGHER of the State or Federal Wage Rate shall be used. These current determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

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FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO Contract Procurement Office - 805-200-5289.

Ad Dates 4/1/16, 4/8/16 Ad No.1010165



Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC 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: Current Fiscal Year: 2015/16 ▼

PWC Registration Number: 1000008073

Contractor Legal Name: example: ABC COMPANY

[Contractor License Lookup](#)

License Number: example: 123456

County: Select County ▼

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details **Legal Name**

[View](#) SAM HILL & SONS, INC.

Registration Number	County	City	Registration Date	Expiration Date
1000008073	VENTURA	VENTURA	08/27/2015	06/30/2016

v2 20160101

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Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC 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: Current Fiscal Year: 2015/16 ▼

PWC Registration Number: 1000001236

Contractor Legal Name: example: ABC COMPANY

[Contractor License Lookup](#)

License Number: example: 123456

County: Select County ▼

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details **Legal Name**

Registration Number	County	City	Registration Date	Expiration Date
1000001236	VENTURA	VENTURA	08/13/2015	06/30/2016
v2.20160101				

[View](#) BERRY GENERAL ENGINEERING CONT., INC.

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Public Works

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC 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: Current Fiscal Year: 2015/16 ▼

PWC Registration Number: 1000005687

Contractor Legal Name: example: ABC COMPANY

[Contractor License Lookup](#)

License Number: example: 123456

County: Select County ▼

Export as: [Excel](#) | [PDF](#)

Search Results

One registered contractor found. 1

Details Legal Name

Registration Number	County	City	Registration Date	Expiration Date
1000005687	LOS ANGELES	AZUSA	08/19/2015	06/30/2016

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Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC 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: Current Fiscal Year: 2015/16

PWC Registration Number: 1000001843

Contractor Legal Name: example ABC COMPANY Contractor License Lookup

License Number: example 123456

County: Select County

Export as: Excel PDF

Search Results
One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	BENNER AND CARPENTER, INC	1000001843	VENTURA	SANTA PAULA	06/30/2015	06/30/2016
v2 20160101						

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Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC 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: Current Fiscal Year: 2015/16

PWC Registration Number: 1000005788

Contractor Legal Name: example ABC COMPANY Contractor License Lookup

License Number: example 123456

County: Select County

Export as: Excel | PDF

Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	GOLDEN STATE BORING & PIPE JACKING, INC.	1000005788	SAN BERNARDINO	CHINO	06/17/2015	06/30/2016
v2 20160101						

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Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC 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: Current Fiscal Year: 2015/16 ▼

PWC Registration Number: 1000008074

Contractor Legal Name: example: ABC COMPANY

[Contractor License Lookup](#)

License Number: example: 123456

County: Select County ▼

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Search Results

One registered contractor found. 1

Details **Legal Name**

Registration Number	County	City	Registration Date	Expiration Date
1000008074	VENTURA	MOORPARK	06/14/2015	06/30/2016

[View](#) COLEMAN-PACIFIC, INC

v2.20160101

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CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 648594

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
 Under B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/13/2016 11:16:35 AM

Business Information

SAM HILL & SONS INC
 P O BOX 5670
 VENTURA, CA 93005
 Business Phone Number:(805) 644-6278

Entity Corporation
Issue Date 06/24/1992
Expire Date 06/30/2016

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

The renewal application has been received but not yet processed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with NATIONWIDE MUTUAL INSURANCE COMPANY.

Bond Number: 7900396732

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual RONALD LEE RAYMOND HILL certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/25/2001

Workers' Compensation

This license has workers compensation insurance that is not listed on this license.

AMERICA

Policy Number:DTJUB7907B654

Effective Date: 04/01/2013

Expire Date: 04/01/2017

Workers' Compensation History

N.5.g

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



Contractor's License Detail for License # 400577

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Under B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/13/2016 11:17:31 AM

Business Information

BERRY GENERAL ENGINEERING CONTRACTORS INC
P O BOX 1457
VENTURA, CA 93002-1457
Business Phone Number:(805) 643-7567

Entity Corporation
Issue Date 02/26/1981
Expire Date 02/28/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with DEVELOPERS SURETY AND INDEMNITY COMPANY.
Bond Number: 896262C
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual DANNY LEE BERRY certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 02/26/1981

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND
Policy Number: 9120902
Effective Date: 01/01/2015
Expire Date: 01/01/2017
[Workers' Compensation History](#)



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 823802

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Under B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/13/2016 11:17:58 AM

Business Information

PCI

975 W 1ST ST
AZUSA, CA 91702
Business Phone Number:(562) 218-0504

Entity Partnership
Issue Date 09/09/2003
Expire Date 09/30/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C32 - PARKING AND HIGHWAY IMPROVEMENT
C-61 / D42 - SIGN INSTALLATION

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with FEDERAL INSURANCE COMPANY.

Bond Number: 8189-14-69

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the OLD REPUBLIC GENERAL INSURANCE CORPORATION

Policy Number:A1CW083215

Effective Date: 11/01/2014

Expire Date: 11/01/2016

[Workers' Compensation History](#)



Contractor's License Detail for License # 678500

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Under B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/13/2016 11:18:33 AM

Business Information

GOLDEN STATE BORING & PIPE JACKING INC
7000 MERRILL AVE BOX 40
CHINO, CA 91710
Business Phone Number:(909) 930-5811

Entity Corporation
Issue Date 10/06/1993
Expire Date 10/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WASHINGTON INTERNATIONAL INSURANCE COMPANY.

Bond Number: S6002941

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual JEFFREY VERN JOHNSON certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/06/1993

Workers' Compensation

This license has workers compensation insurance with the ZURICH AMERICAN INSURANCE COMPANY

Policy Number: WC0175962

Effective Date: 07/18/2014

Expire Date: 07/18/2016

[Workers' Compensation History](#)

Personnel listed on this license (current or disassociated) are listed on other licenses.



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 548754

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
 per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/13/2016 11:19:15 AM

Business Information

COLEMAN - PACIFIC INC
 5301 NORTH COMMERCE #3
 MOORPARK, CA 93021
 Business Phone Number:(805) 529-1844

Entity Corporation
Issue Date 11/18/1988
Reissue Date 10/20/2005
Expire Date 10/31/2017

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 14739938

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual BRYAN WILFORD COLEMAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 10/20/2005

Workers' Compensation

This license has workers compensation insurance with the EVEREST NATIONAL INSURANCE COMPANY

Policy Number: 7600006247

Effective Date: 11/10/2012

Expire Date: 11/10/2016

[Workers' Compensation History](#)

10/20/2005 - LICENSE REISSUED TO ANOTHER ENTITY



Public Works DLSE Debarments

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- [Contractor status at the Contractors State License Board \(CSLB\)](#)
- [The Federal debarment list at the Excluded Parties List System](#)

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
1515 Clay Street
Suite 401
Oakland, CA 94612 SNakagama@dir.ca.gov

Name of contractor	Period of debarment
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/44 through 3/31/47
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/41 through 3/31/44
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/36 through 3/31/39
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/33 through 3/31/37
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez , an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/33 through 3/31/37

CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/24 through 3/31/27
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/30 through 3/31/33
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/27 through 3/31/30
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/27 through 3/31/30
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/21 through 3/31/24
Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/1/18 through 3/31/21
Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761 Decision	8/6/15 through 8/5/18
Ultimate Inc., And, Enrique Vera, an individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229 Decision	12/1/15 through 11/30/18
Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832 Decision	9/1/15 through 3/10/17

Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729 Rogelio Medina Vazquez, an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC. Decision	4/01/15 through 3/31/18
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 William Ben Hicks, an individual; Margaret Mary Hicks, an individual Decision	2/01/15 through 1/31/18
L A Builders, Inc., a California Corporation 15635 Salicoy Street, #H Van Nuys, CA 91406 CSLB #748591 Alon Gamliel, an individual Decision	2/01/15 through 1/31/18
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 Edward Eugene Brammer, an individual and in his capacity as President/CEO/RMO Decision	4/01/15 through 3/31/18
Daughter Construction formerly dba Hy Carpentry Construction 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 Sharon Jin Yoo, an individual; Dae Hyun Yoo, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership. Decision	4/01/15 through 3/31/18
RDA Construction, inc. 1692 W. Bullard Ave , Fresno, CA 93711 CSLB# 383306 Decision	12/15/14 through 12/14/16
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision	11/3/14 through 11/2/17
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision	11/3/14 through 11/2/15
Dick Emard Electric	11/3/14 through 11/2/17

dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision	
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision	8/1/14 through 7/31/17
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision	2/28/14 through 2/27/17
Southland Construction Reza Mohammadi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision	10/14/14 through 10/13/17
National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President Dora Maria Contreras, an Individual and Agent/Officer of the Corporation Decision	8/4/14 through 8/3/17
Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired) Decision	5/10/14 through 5/9/17
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision	5/1/14 through 4/30/17
Don Kelly Construction, Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision	3/25/14 through 3/24/17
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision	2/26/14 through 2/27/17
Russell/Thompson, Inc. James Jean Russell & Valery Alena Thompson, Individually 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision	10/31/13 through 10/31/16
Ayodeji A. Ogundare, Individual	5/15/2013 through 5/15/2014

Db Pacific Engineering Company 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	
Wallcrete Industries, Inc.; Garit David Wallace and Amber Anderson, Individuals 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	7/29/12 through 7/28/15
FEI Enterprises, Inc Gabriel Fedida, Individual 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	6/14/12 through 6/13/15
Jeffrey Alan Mott and Michelle Mott, individuals Dda Integrity Landscape 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	3/29/12 through 3/28/15
Jansen Drywall & Stucco Jeffrey E. Jensen 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	3/31/11 through 3/30/13
All West Construction, Inc. Donald Kent Russell 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	3/31/11 through 3/30/13
Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	3/1/11 through 2/28/14
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive) David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993 Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901 Decision	7/1/10 through 6/30/13 7/1/10 through 6/30/13 7/1/10 through 6/30/13
Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	4/19/10 through 4/18/13 4/19/10 through 4/18/13
Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595 David Walter Cholewinski, an individual 22031 Waite Street Wildomar, CA 92595 29970 Technology Drive, Ste. 205 Murietta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	3/18/10 through 3/17/13
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave	10/15/09 through 10/14/12

Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision VS	
Cedar Development Corporation Serghon Gabriel Afram, individually 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision VS	8/5/09 through 8/4/12
All Floors Commercial and Residential Flooring, Inc. Salvador Elias Perea, individually 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision VS	5/14/09 through 5/13/12
1-AMD Construction, Inc. Alberto Mordoki, individually Mirella Mordoki, individually 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision VS	3/16/09 through 3/15/12

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 CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 1-3
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DATE: March 1, 2016

TO: City Council

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

FROM: Daniel Rydberg, Public Works Director 

SUBJECT: Recycled Waterline Project, Specification UD13-13

CONTACT: Lou Balderrama, Public Works
Lou.Balderrama@ci.oxnard.ca.us, 340-5358

RECOMMENDATION

That City Council approve project plans and specifications and authorize staff to solicit bids for the Recycled Waterline Project, Specification No. UD13-13.

BACKGROUND

New-Indy Containerboard, LLC (New-Indy) uses approximately 600 acre-feet of potable water a year. The company has agreed to convert to recycled water and will make the necessary retrofits to their on-site system. The City will install a pipeline from the Advanced Water Purification Facility (AWPF) to New-Indy. This project consists of installation of 960 linear feet of 12-inch PVC and 14-inch HDPE recycled water pipeline on Perkins Road from the AWPF, south to New-Indy using an open cut operation. This project also includes the installation of 88.5 linear feet of a 24-inch diameter steel casing under the railroad tracks using a jack and bore operation. The recycled water pipeline will be connected to the existing 36-inch High Density Polyethylene (HDPE) recycled water main coming out of the AWPF on Perkins Road. In addition, the project includes the installation of a 3-inch diameter HDPE conduit along the same general alignment to provide for a fiber optic communication system from the AWPF to New-Indy, as well as tees for service turnouts, valves, backflow devices and meters. This pipeline will also serve to provide recycled water to the City's Wastewater Treatment Plant. The City will receive reimbursement of \$250 per acre foot for 60% of the water sold to New-Indy as part of the Metropolitan Water District of Southern California (MWDSC) Local

Approve Plans and Specs for Recycled Waterline Project, UD13-13
March 1, 2016
Page 2

Resources Program. The estimated reimbursement is \$90,000 per year. The combined revenue and savings from using Recycled Water instead of imported water is \$1,108 per acre-foot. The simple payback for the project is 8 months.

New-Indy will retrofit its facilities to allow the use of recycled water and will receive reimbursement of its retrofit costs through another MWDSC program. Installation must be complete and water service begun prior to June 30, 2016, for New-Indy to receive the reimbursement.

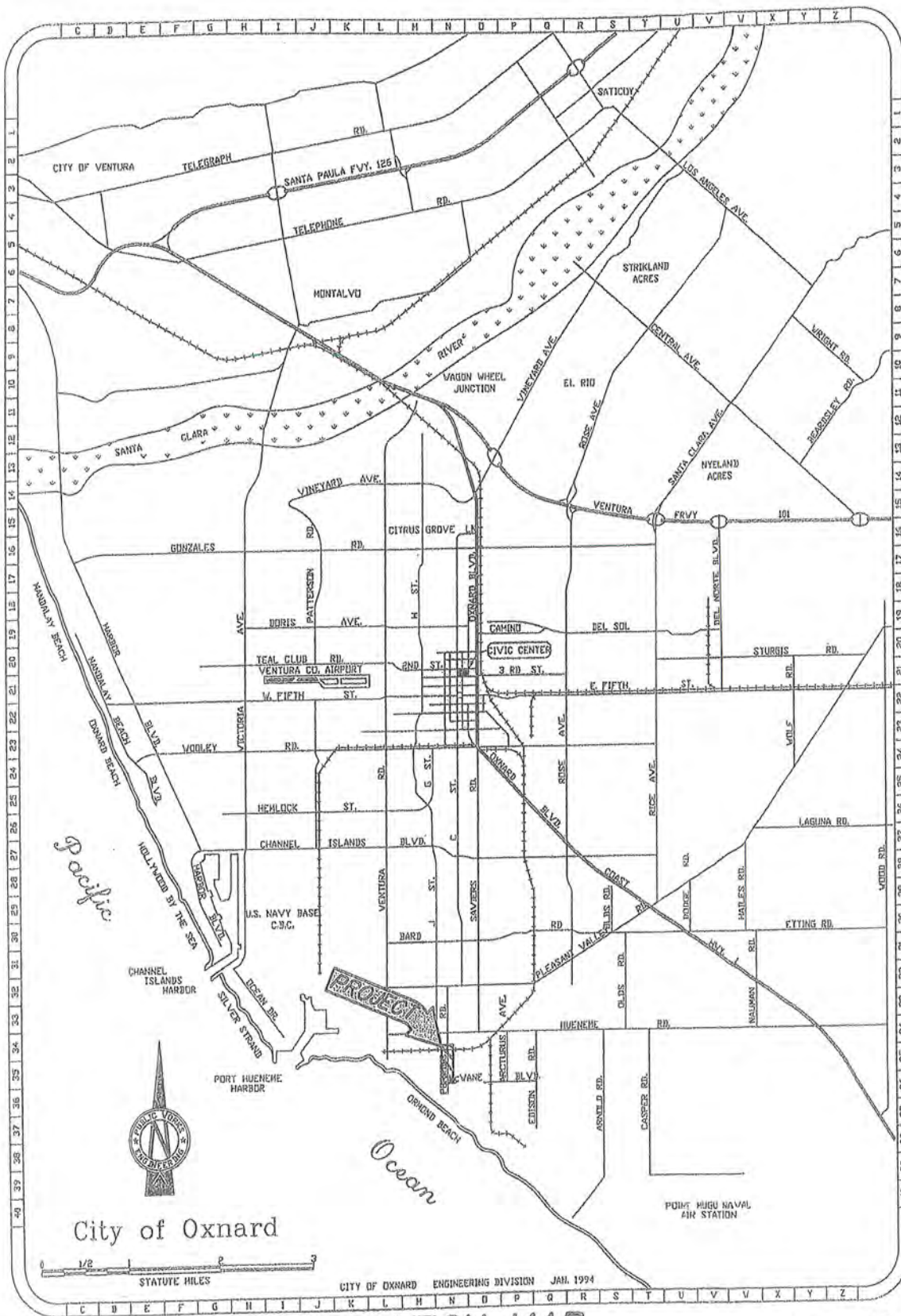
FINANCIAL IMPACT

None at this time. Funding for this project will be requested from the Water Resource Development Fund at the time the contract is awarded by City Council.

ATTACHMENTS

Attachment No. 1 Project Site Map

Note: A copy of Specification UD13-13 Recycled Waterline Project – Perkins Road will be available for review at the City of Oxnard Purchasing Division located at 300 West Third Street, Suite 202, Oxnard, CA 93030 on Thursday prior to the City Council meeting.



LOCATION MAP
 PERKINS RD (From RR Track To McWane Blvd)

Attachment No.1
 Page 1 of 1

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
 Project/Program _____
 Manager: Dan Rydberg

Date: July 19, 2016
 Phone: 385-8281

Reason for Adjustment:

To appropriate funding for project No. 176001 Recycled Waterline (A-7884) from Water Connection Fees fund balance

Accounts and Descriptions**AMOUNT**

Fund: **Water Connection Fees (Fund 603)**

Expenditures/Transfers Out**Recycled Waterline (Project 176001)**

603-6551-821.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER 601,165

Sub-total Expenditures 601,165

Net Change to Fund Balance (601,165)

Net Appropriation Change 601,165

Approvals

Department Director 

Chief Financial Officer _____

City Manager _____