

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



AGENDA

OXNARD CITY COUNCIL

***OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY**

***OXNARD FINANCING AUTHORITY**

***OXNARD HOUSING AUTHORITY**

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

November 3, 2015

5:30 p.m. - Closed Session

A. ROLL CALL/POSTING OF AGENDA

***The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see Page 4 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for September 22, 2015.

(001)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

Finance Department

2. SUBJECT: Second Amendment to Toshiba Business Solution Agreement No. 5173. (007)

RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment with Toshiba Business Solutions (5273-10-FN) for the lease and servicing of photocopiers, extending the term of the agreement to September 2017, in the amount of not to exceed \$77,000 for a total value of \$327,000.

Legislative Body: CC

Contact: Joseph Lillio

Phone: 385-7475

Utilities Department

3. SUBJECT: Approve Two Temporary Construction Easement Agreements for the Hueneme Road Widening Improvement Project and Authorize the Mayor to Sign the Agreements. (011)

RECOMMENDATION: Approve and authorize the Mayor to execute two Temporary Construction Easement Agreements with Carl Ellisman and Bertha R. Ellisman as Trustee of the Ellisman Family Trust, Selma Dressler as Trustee of the Harold W. Dressler Trust and Mark L. Goldenson as Trustee of the Mark L. Goldenson Trust (A-7837) in the amount of \$10,450, and A & J Oxnard LLC (A-7838) in the amount of \$3,200 to allow staging for the Hueneme Road Widening Improvements Project (133116).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-7821

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

City Treasurer Department

1. SUBJECT: Quarterly Investment Report for the First Quarter F/Y 2015-2016. (025)
RECOMMENDATION: Accepts the quarterly Investment Report for the First Quarter F/Y 2015-2016.
Legislative Body: CC Contact: Danielle M Navas Phone: 385-7810

Development Services Department

2. SUBJECT: Seventh Amendment to Agreement with Iteris, Inc. (033)
RECOMMENDATION: Approve the Seventh Amendment to Agreement with Iteris, Inc., (5217-10-DS) to increase the amount by \$134,720 for a total of \$2,943,078. This amendment is for design services to connect the Water Division's Supervisory Control and Data Acquisition (SCADA) system to the City's fiber optic backbone as part of the Intelligent Transportation System (ITS) Master Plan project.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7868

General Services Division

3. SUBJECT: GS16-07- Campus Park Dog Park Fence Improvements. (039)
RECOMMENDATION: Approve plans and specifications for Project Specification No. GS16-07 Campus Park Dog Park Fence Improvements and demolition of the abandoned electrical building; authorize staff to conduct a public bid for this project; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

O. PUBLIC COMMENTS ON REPORTS

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

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.

R. ADJOURNMENT

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
September 22, 2015

A. ROLL CALL/POSTING OF AGENDA

At 5:09 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSION

At 5:11 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case. At 6:17 p.m., the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:18 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Joseph Lillio, Chief Financial Officer; Chistine Williams, Controller; J Tobin Coscio, Human Resources Director; Keith Brooks, Interim IT Manager; Arturo Castillo, Housing Director; Michael Henderson, General Services Manager; Grace Magistrale Hoffman, Deputy City Manager; Ashley Golden, Development Services Director; Daniel Rydberg, Interim Utilities Director; Efren Gorre, Youth Development Manager; and Karl Lawson, Compliance Services Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Third Quarter for 2015.
DISCUSSION: Police Chief Williams introduced Jean Poole, Senior Traffic Assistant, who thanked her "city" family. Mayor Flynn presented plaque and check to Ms. Poole.
2. SUBJECT: Presentation by Mark Lawler, General Manager of Ventura Regional Sanitation District.
DISCUSSION: Mark Lawler reviewed the functions and services of the Ventura Regional Sanitation District including extending the site and future options.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Inez Tuttle (land use); Joyce Abajian (proposed Mar Vista project); Robert Rexford (lighting at Oxnard College park); Jeff Donabedian (Fire Department funding issues); Larry Stein (public records request and Task Force meetings); Richard Zavala (rain water going to Storm Drains); Pat Brown (horses at Ormond Beach); Martin Jones (proposed Mar Vista development); Rex Levi (small “lot” development) and Alex Pendentie (Oxnard College program).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from: Interim IT Manager (I-1(c) hardware replacement; and Police Chief (I-1(d) safety vests and sole source selection

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Larry Stein (safety vests & budget funds); Greg Runyon, Phillip Molina, George Miller (retirement of Grace Hoffman).

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
2. SUBJECT: Resolution Commending Grace Magistrale Hoffman for over 32 Years of Service with the City of Oxnard. (005)
RECOMMENDATION: Adopt **Resolution No. 14,859.***

Development Services Department

3. SUBJECT: Project Specification No. DS14-22 for Bus Pullout at Vineyard. (007)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. DS14-22 to construct one improved transit stop for Gold Coast Transit District at Vineyard Avenue south of Esplanade Drive.

Library Department

5. SUBJECT: First Amendment to Contract for Virtual Private Cloud Services. (021)
RECOMMENDATION: Approve and authorize the Mayor to sign the First Amendment to Contract for Virtual Private Cloud Services (6962-14-LI).

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/MacDonald) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Abstain: Perello only on I-2.

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

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

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year (FY) 2014-2015. (025)

RECOMMENDATION: Accept the City of Oxnard's CAPER for FY 2014-2015.

DISCUSSION: The Housing Director reviewed the second year of the five year plan.

ACTION: Close the public hearing (MacDonald/Padilla) unanimously. Approved as recommended. (Ramirez/Padilla) Ayes: MacDonald, Padilla, Perello, Flynn, and Ramirez.

HOUSING AUTHORITY

At 8:10 p.m. the joint meeting with the Housing Authority concluded.

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Budget Status Report - as of June 30, 2015. (033)

RECOMMENDATION: Receive the City of Oxnard Budget Status Report as of June 30, 2015.

DISCUSSION: The Chief Financial Officer reviewed several budgets including General Funds, Water Fund, Waste Water Fund, Environmental Resources Funds, Public Safety Retirement Funds and Performing Arts Center.

Public comments were received from: Larry Stein and Cyndi Hookstra

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

General Services Division

2. SUBJECT: Purchase Seven Ford Police Interceptor Utility Vehicles and Three BMW Motorcycles. (049)

RECOMMENDATION: Approve and authorize the Mayor to sign purchase orders for the purchase of seven (7) Ford Police Interceptor Utility Vehicles (P.O. #5580 for \$301,320.67) with National Auto Fleet Group through the National Joint Powers Authority (NJPA) and three (3) BMW motorcycles (P.O. #5575 for \$87,463.02) with Long Beach BMW.

DISCUSSION: The Police Chief and General Services Manager reviewed the selection process of the vehicles.

Public comments were reviewed from: Larry Stein, Steve Nash, and Pat Brown.

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

Human Resources Department

3. SUBJECT: Second Amendment to Resolution No. 14,836 Authorizing Full-Time Equivalent Positions and Resolution No. 14,837 Authorizing Changes to Section XII of the Personnel Rules and Regulations. No Additional Budget Appropriations Required. (055)
RECOMMENDATION: 1) Authorize the Mayor to execute a second amendment to **Resolution No. 14,860** authorizing the reclassification of nine (9) existing and vacant job classifications; and 2) Authorize the Mayor to execute a second amendment to **Resolution No. 14,861** authorizing changes to Section XII of the Personnel Rules and Regulations to set the salary range for four (4) reclassified positions.
DISCUSSION: The Human Resources Director commented on the proposed changes.
ACTION: Approved as recommended. (MacDonald/Perello). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

Recreation and Community Services Department

4. SUBJECT: Partnership Agreement and Memorandum of Understanding (MOU) of the Hueneme Elementary School District (HESD) and the City of Oxnard to operate a State of California After School Education and Safety (ASES) Program in FY 2015-16. (065)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Partnership Agreement (A-7832) and Memorandum of Understanding with the Hueneme Elementary School District for the City of Oxnard to receive the amount of \$842,292.00, to provide services under the California ASES at ten (10) HESD schools; and 2) Approve a Budget Appropriation in the amount of \$842,292.00, to implement the ASES Program.
DISCUSSION: The Deputy City Manager, Youth Development Manager and Raven Aipa, Senior Director for Afterschool Programs reviewed the program and program results
ACTION: Approved as recommended. (MacDonald/Perello). Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

M. REPORT OF CITY MANAGER

The City Manager commented that staff was working for other organizations to have a Winter Homelessness Shelter.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: finances of the Performing Arts Center; future recognition of the First California Chinese Mayor (Oxnard Mayor William Soo Hoo); adjustment of water rates; Cultural Art Committee, Homelessness Committee working with staff to reach goals; Downtown Management District activities (Arts spaces); SOAR initiative and municipal “financial” standards be placed on future agenda.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:42 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor



Meeting Date: 11/03/15

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

Prepared By: Rena Bassett, Financial Analyst *RB*

Agenda Item No. I-2

Reviewed By: City Manager *JM*

City Attorney *SMF*

Finance *JL*

Utilities

DATE: October 27, 2015

TO: City Council

FROM: Joseph Lillio, Chief Financial Officer
Finance Department

SUBJECT: Second Amendment to Toshiba Business Solutions Agreement (A-5173-10-FN)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment with Toshiba Business Solutions for the lease and servicing of photocopiers, extending the term of the agreement to September 2017, in the amount of not to exceed \$77,000 for a total value of \$327,000.

DISCUSSION

In 2010, the City went out to bid to replace twelve copiers throughout the City. Nine (9) vendors responded to the bid request. Upon review of all vendors, Toshiba Business Solutions was selected based upon the technical specifications of the equipment, current operating systems and cost. Toshiba has provided service to the City over the past 14 years. The City currently has three lease agreements with overlapping terms scheduled to expire on September 2015, September 2016 and November 2017 respectively. It would be cost prohibitive to end just one agreement due to the cost of buying out the remaining existing agreements. The total cost to replace all agreements now is \$211,280. The City will extend the term of this agreement for two years to allow for re-bid of all three contracts in November 2017.

Staff's goal is to proceed with a re-bid in November 2017 in an effort to combine all three lease agreements into one in order to achieve maximum pricing efficiency, reduce staff time spent in bidding out and managing individual leases.

This second amendment to the original agreement will allow Toshiba Business Solutions to lease copiers to the City of Oxnard at various City locations. A list of the all City departments is attached to the Second Amendment to Agreement No. 5173-10-FN (Attachment No. 1).

FINANCIAL IMPACT

Funding is available through Department operating budgets. Current lease payment is \$8,910 per quarter or \$ 35,640 annually. In addition to the lease cost, City must pay property taxes for the leased

copiers. There will be no increase to the quarterly lease payment amount of \$8,910 for the extension of this agreement.

Attachment #1 – Second Amendment to Agreement No. 5173-10-FN

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of November, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Toshiba Business Solutions ("Vendor"). This Second amendment amends the Agreement entered into on September 1, 2010, by City and Toshiba Business Solutions. The Agreement previously has been amended on September 30, 2010, by a First Amendment. This Second Amendment shall be considered retroactive to September 6, 2015.

City and Toshiba Business Solutions agree as follows:

1. In Section 2 of the Agreement the date of "September 6, 2015" is deleted and replaced with the date "September 6, 2017".
2. Section 3 of the Agreement is deleted and replaced with the following:

"City agrees to pay Vendor in an amount not to exceed \$77,000 for the lease of equipment provided under Attachment 1 and incorporated by this reference in full herein for the term of September 6, 2015 to September 6, 2017 for a total amount over the term of this agreement not to exceed \$327,000. City shall pay Vendor for the services as detailed in Attachment 3."
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

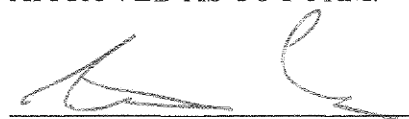
Kirk Pierson, Toshiba Business Solutions

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen M. Fischer, Interim City Attorney



Risk Manager

APPROVED AS TO CONTENT:



Joseph Lillio, Chief Financial Officer

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager



Meeting Date: 11/3/2015

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

Prepared By: Lou Balderrama, City Engineer *ent* Agenda Item No. *I-3*Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *R* Utilities *DAN***DATE:** November 3, 2015**TO:** City Council**FROM:** Daniel Rydberg, P.E., Interim Utilities Director *DAN*
Utilities Department**SUBJECT:** Approve Two Temporary Construction Easement Agreements (A-7837, A-7838)
for the Hueneme Road Widening Improvement Project and Authorize the Mayor
to Sign the Agreements

RECOMMENDATION

That City Council approve and authorize the Mayor to execute two Temporary Construction Easement Agreements with Carl Ellisman and Bertha R. Ellisman as Trustee of the Ellisman Family Trust, Selma Dressler as Trustee of the Harold W. Dressler Trust and Mark L. Goldenson as Trustee of the Mark L. Goldenson Trust (A-7837) in the amount of \$10,450, and A & J Oxnard, LLC (A-7838) in the amount of \$3,200 to allow staging for the Hueneme Road Widening Improvements Project (133116).

DISCUSSION

On August 19, 2009, the Council approved a right of way agreement and permanent easement with Carl Ellisman and Bertha R. Ellisman as Trustee of the Ellisman Family Trust, Selma Dressler as Trustee of the Harold W. Dressler Trust and Mark L. Goldenson as Trustee of the Mark L. Goldenson Trust as part of the Hueneme Road Widening Project. The easement deed included a temporary construction easement needed by the contractor to stage his equipment and materials during the construction phase. The project was delayed 10 months due to State Department of Fish and Game requirements and the Temporary Construction Easement included originally in the Easement Deed has expired. The new agreement (A-7837) provides for a six month term and total compensation of the easement is \$10,450.00 to be shared by the three trusts.

A second Temporary Construction Easement is also required for this project. This agreement is with A & J Oxnard, LLC (A-7838) for a six month term. Total compensation for this easement is \$3,200.

FINANCIAL IMPACT

The Hueneme Road Widening Improvements Project 133116 (Water Operating Fund 601) has available budget to cover the cost of these agreements.

Attachment #1 - Agreement No. A-7837
#2 - Agreement No. A-7838

Project PARCEL NO.: 231-0-092-260

OWNER: Carl Ellisman and Bertha R. Ellisman, husband and wife, as Trustee of the Ellisman Family Trust under Declaration of Trust dated October 4, 1982; Selma Dressler, as Trustee of the Harold W. Dressler Family Trust dated June 30, 1980; and Mark L Goldenson, as Trustee of the Mark L. Goldenson Trust dated December 14, 1998.

PROJECT: City of Oxnard Hueneme Road Widening Project

RIGHT OF ENTRY AGREEMENT
(For Use of a Temporary Construction Easement Area)

This Right of Entry Agreement ("Agreement") is between the, Carl Ellisman and Bertha R. Ellisman, husband and wife, as Trustee of the Ellisman Family Trust under Declaration of Trust dated October 4, 1982; Selma Dressler, as Trustee of the Harold W. Dressler Family Trust dated June 30, 1980; and Mark L Goldenson, as Trustee of the Mark L. Goldenson Trust dated December 14, 1998 ("Grantor"), and City of Oxnard ("City") and is effective as of October 7, 2015 ("Effective Date").

City and Grantor agree as follows:

Recitals

- A. Grantor is the current owner of land in the City of Oxnard identified as Assessor's Parcel Number 231-0-092-260 ("Property").
- B. The City is implementing street improvements on Hueneme Road in accordance with the City's Circulation Master Plan, which includes street widening; construction of curb, gutter, and sidewalk; and drainage facilities.
- C. City seeks a Temporary Construction Easement ("TCE") on a portion of the Property to assist with construction. The TCE area is described in attached Exhibit "A" and shown on attached Exhibit "B."
- D. Grantor hereby gives the City permission to work within the Permanent Easement areas on the Property and use the TCE area adjacent thereto to assist with City's construction of the Project subject to the following terms and conditions.

Section 1. TCE Area.

Grantor hereby grants City (including its employees, agents and contractors) a Temporary Construction Easement with the right to enter the TCE area for the establishment of a temporary work area on the Property in the location as shown in Exhibit A and Exhibit B. City will use the TCE area for construction purposes related to the Project and the TCE and Grantor will have rights

to use of this area as well if not in conflict with City uses. City will coordinate and cooperate with Grantor with respect to any shared use of the TCE area during the term of this Agreement.

Section 2. TCE Compensation.

City agrees to pay the \$10,450.00 to the Grantor Sixty (60) days of the effective date of this Agreement. This payment is intended to compensate Grantor for City's use of the TCE area and to compensate for any and all costs, losses and expenses caused by City use of the TCE area. City will disburse this payment to Grantor as follows:

- 1) \$3,483.33 payable to Bertha R. Ellisman, successor Trustee of the Ellisman Family Trust under Declaration of Trust dated October 4, 1982, and mailed to 211 Saxony Road, Goldberg Residence Court, Beg A-Room 115, Encinitas, CA 92024;
- 2) \$3,483.33 to Selma Dressler, Trustee of the Decedent's Trust of the Harold W. Dressler Family Trust dated June 30, 1980 as Amended and Restated on February 27, 1997, mailed to 1954 Spyglass Trail West, Oxnard, CA 93036;
- 3) \$3,484.44 to Mark L. Goldenson, Trustee of the Mark L. Goldenson Trust dated December 14, 1998, mailed to 3092 Hilltop Drive, Ventura, CA 93003.

Section 3. Term.

This Agreement will be for a period of six (6) months commencing on the Effective Date of this Agreement.

Section 4. Indemnification.

City shall indemnify, defend and hold harmless Grantor, its members, partners, shareholders, agents, representatives, employees, officers, directors, property managers and their respective successors and assigns from any and all claims, damages, costs, judgments, actions, causes of action, demands, obligations, expenses and fees, including without limitation, attorneys fees and consultant's fees, or liability (collectively "Claims") caused by City or its officers, employees, representatives, consultants or agents specifically arising from City construction activities on Grantor's Property. City's obligations hereunder shall not extend to that portion of any Claims that are caused by the negligence or intentional misconduct of Grantor, its representatives or agents.

Section 5. Property Restoration.

At conclusion of City uses, the City will restore the surface of the TCE area to a similar condition that existed prior to City's Project construction use.

Section 6. Grantor Authority.

Grantor represents and warrants to the City that it is the current fee simple owner of the subject Property and that the undersigned representative is authorized to execute this Agreement on behalf of the Property owner(s).

Section 7. City Approval.

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

GRANTORS:

By:

Name: Bertha R. Ellisman
Title: Successor Trustee of the Ellisman Family Trust
Under Declaration of Trust dated October 4, 1982

Date:

10/7/15

By:

Name: Selma Dressler
Title: Trustee of the Decedent's Trust of the Harold W. Dressler
Family Trust dated June 30, 1980 as Amended and Restated
on February 27, 1997

Date:

By:

Name: Mark L. Goldenson
Title: Trustee of the Mark L. Goldenson Trust
dated December 14, 1998

Date:

CITY: City of Oxnard

By

Name: Tim Flynn, Mayor

Title: Mayor

Date

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

N/A
Risk Manager

APPROVED AS TO CONTENT:

Lou Balderrama, City Engineer

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

GRANTORS:

By: _____
Name: Bertha R. Ellisman
Title: Successor Trustee of the Ellisman Family Trust
Under Declaration of Trust dated October 4, 1982

Date: _____

By: Selma Dressler
Name: Selma Dressler
Title: Trustee of the Decedent's Trust of the Harold W. Dressler
Family Trust dated June 30, 1980 as Amended and Restated
on February 27, 1997

Date: 9-27-15

By: _____
Name: Mark L. Goldenson
Title: Trustee of the Mark L. Goldenson Trust
dated December 14, 1998

Date: _____

CITY: City of Oxnard

By _____
Name Tim Flynn, Mayor
Title Mayor

Date _____

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

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

N/A
Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

Lou Balderrama
Lou Balderrama, City Engineer

Greg Nyhoff
Greg Nyhoff, City Manager

By: _____
 Name: Bertha R. Ellisman
 Title: Successor Trustee of the Ellisman Family Trust
 Under Declaration of Trust dated October 4, 1982

By: _____
Name: Selma Dressler
Title: Trustee of the Decedent's Trust of the Harold W. Dressler
Family Trust dated June 30, 1980 as Amended and Restated
on February 27, 1997

By: Mark L. Goldenson
Name: Mark L. Goldenson
Title: Trustee of the Mark L. Goldenson Trust
dated December 14, 1998

By _____
Name Tim Flynn, Mayor
Title Mayor

ATTACHMENT NO. 1
PAGE 5 OF 5

EXHIBIT A

HUENEME ROAD WIDENING

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

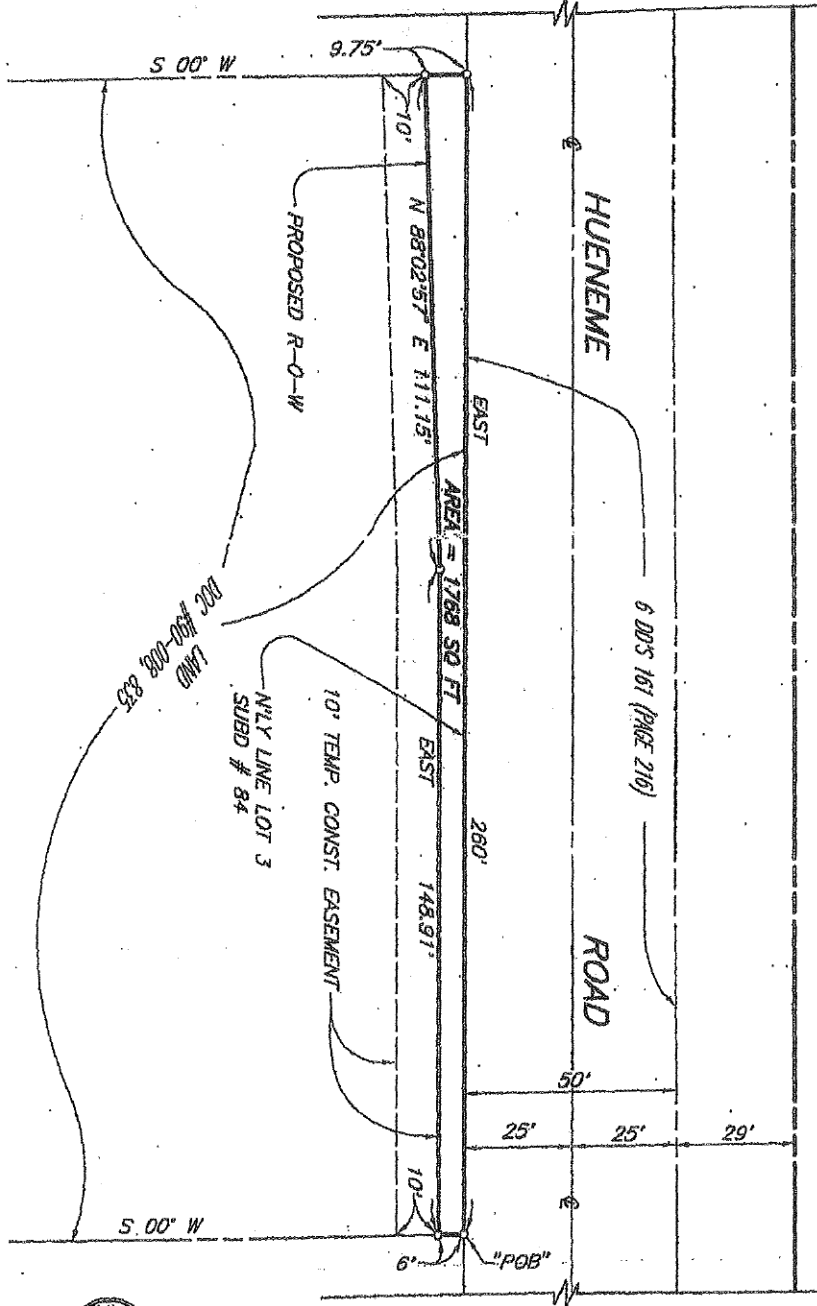
BEGINNING at the intersection of the southerly line of Hueneme Road, 50 feet wide, per partition of said Rancho recorded on March 6, 1878 in Book 6, Page 161 (Page 216) of Deeds, in the office of said County Recorder with the east line of land conveyed to Mark L. Guldenson by Grant Deed recorded January 19, 1990 as Document No. 90-008835 of Official Records in the office of said County Recorder; thence along said east line,

- 1st: South 6.00 feet; thence,
- 2nd: West 148.91 feet; thence,
- 3rd: South 88°02'57" West 111.15 feet to the westerly line of the land conveyed by said Document No. 90-008835; thence along said westerly line,
- 4th: North 9.75 feet to the southerly right of way line of Hueneme Road; thence along said right of way line,
- 5th: East 260 feet to the **POINT OF BEGINNING**.

TOGETHER WITH a Temporary Construction Easement, 10.00 feet wide, lying adjacent southerly to the above described parcel of land.

01/14/2006 09:01:27 File: Stress-Transportation-Traffic/Hueneme Road Side/Wider/Incl Drawing R.O.W 97-83E.dwg, 11/23/2006 9:58:42 AM

EXHIBIT B



30' 15' 0' 30'

GRAPHIC SCALE: 1"=30'

PORTION OF LOT 3, SUBDIVISION #84, RANCHO EL RIO DE SANTA CLARA O' LA COLONIA PER BOOK 3, PAGE 14 OF MAPS, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.

CITY OF OXNARD, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

HUENEME ROAD RIGHT OF WAY
S/S HUENEME RD, E/O SAVIERS RD

APPROVED BY:		CITY SURVEYOR	L.S. #642	EXP. 8-30-2008	DATE
SCALE:		HORIZ. 1"=30'		VERT. NONE	
DRAWN BY:		J. CALIMLIM		SHEET NO. 1 OF 1	
CHECKED BY:		HUNG LE		DRAWING NUMBER 97-83ER	

Project PARCEL NO.: 231-0-092-245

OWNER: A & J Oxnard, LLC

PROJECT: City of Oxnard Hueneme Road Widening Project

RIGHT OF ENTRY AGREEMENT
(For Use of a Temporary Construction Easement Area)

This Right of Entry Agreement ("Agreement") is between the **A & J Oxnard, LLC, a California Limited Liability Company** ("Grantor"), and **City of Oxnard** ("City") and is effective as of October 7, 2015 ("Effective Date").

City and Grantor agree as follows:

Recitals

- A. Grantor is the current owner of land in the City of Oxnard identified as Assessor's Parcel Number 231-0-092-245 ("Property").
- B. The City is implementing street improvements on Hueneme Road in accordance with the City's Circulation Master Plan, which includes street widening; construction of curb, gutter, and sidewalk; and drainage facilities.
- C. City seeks a Temporary Construction Easement ("TCE") on a portion of the Property to assist with construction. The TCE area is described in attached Exhibit "A" and shown on attached Exhibit "B."
- D. Grantor hereby gives the City permission to work within the Permanent Easement areas on the Property and use the TCE area adjacent thereto to assist with City's construction of the Project subject to the following terms and conditions.

Section 1. TCE Area.

Grantor hereby grants City (including its employees, agents and contractors) a Temporary Construction Easement with the right to enter the TCE area for the establishment of a temporary work area on the Property in the location as shown in Exhibit A and Exhibit B. City will use the TCE area for construction purposes related to the Project and the TCE and Grantor will have rights to use of this area as well if not in conflict with City uses. City will coordinate and cooperate with Grantor with respect to any shared use of the TCE area during the term of this Agreement.

Section 2. TCE Compensation.

City will pay directly to Grantor the amount of \$3,200 within Sixty (60) days of the effective date of this Agreement. This payment is intended to compensate Grantor for City's use of the TCE area and to compensate for any and all costs, losses and expenses caused by City use of the TCE area.

Section 3. Term.

This Agreement will be for a period of six (6) months commencing on the Effective Date of this Agreement.

Section 4. Indemnification.

City shall indemnify, defend and hold harmless Grantor, its members, partners, shareholders, agents, representatives, employees, officers, directors, property managers and their respective successors and assigns from any and all claims, damages, costs, judgments, actions, causes of action, demands, obligations, expenses and fees, including without limitation, attorneys fees and consultant's fees, or liability (collectively "Claims") caused by City or its officers, employees, representatives, consultants or agents specifically arising from City construction activities on Grantor's Property. City's obligations hereunder shall not extend to that portion of any Claims that are caused by the negligence or intentional misconduct of Grantor, its representatives or agents.

Section 5. Property Restoration.

At conclusion of City uses, the City will restore the surface of the TCE area to a similar condition that existed prior to City's Project construction use.

Section 6. Grantor Authority.

Grantor represents and warrants to the City that it is the current fee simple owner of the subject Property and that the undersigned representative is authorized to execute this Agreement on behalf of the Property owner(s).

Section 7. City Approval.

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

[Signatures Follow On Next Page]

GRANTOR:

A & J Oxnard, LLC, a California Limited Liability Company

By: _____

Name: Antranik Sinanian
Title: Managing Member

Date: _____

9/22/2015

CITY: City of Oxnard

By _____

Name Tim Flynn, Mayor

Title Mayor

Date _____

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

N/A
Risk Manager

APPROVED AS TO CONTENT:

Lou Balderrama, City Engineer

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

EXHIBIT A

HUENEME ROAD WIDENING

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

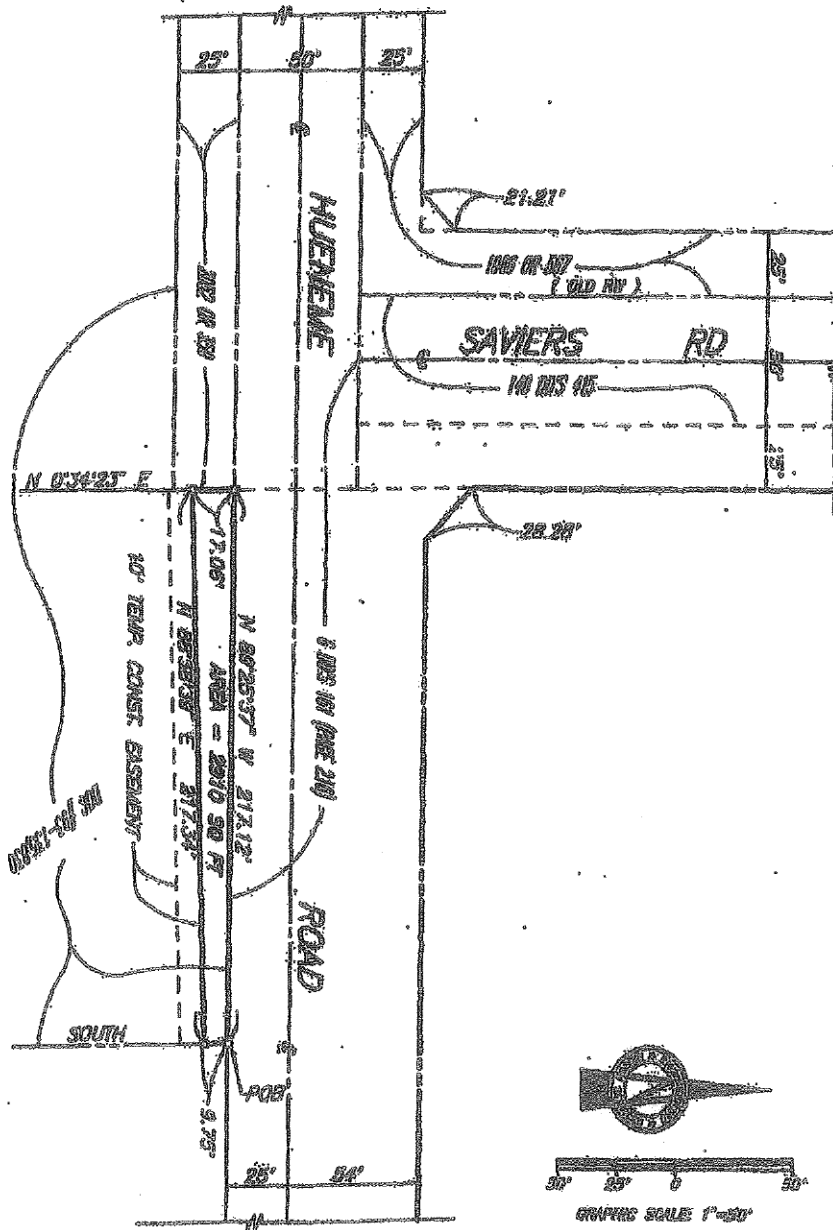
BEGINNING at the intersection of the southerly line of Hueneme Road, 50 feet wide, per partition of said Rancho recorded on March 4, 1875 in Book 4, Page 161 (Page 216) of Deeds, in the office of said County Recorder with the east line of land conveyed to Baldwin Builders, a California Corporation, by Grant Deed recorded July 28, 1999 as Document No. 93-135830 of Official Records in the office of said County Recorder; thence along said east line,

- 1st: South 2.75 feet; thence,
- 2nd: South 88°58'39" West 217.34 feet to the southerly prolongation of the easterly line of Hueneme Road widening (25 feet) to the State of California by Grant Deed recorded September 26, 1961 in Book 2052, Page 359 of Official Records in the office of the County Recorder of said County; thence along said southerly prolongation and said easterly line of Hueneme Road widening,
- 3rd: North 00°34'23" East 17.06 feet to said southerly line of Hueneme Road, 50 feet wide; thence along said southerly line,
- 4th: South 89°25'37" East 217.12 feet to the **POINT OF BEGINNING**.

TOGETHER WITH a Temporary Construction Easement, 10.00 feet wide, lying adjacent southerly to the above described parcel of land.

97-040-041

EXHIBIT B



A PORTION OF LOT 3, SUBDIVISION
#84 OF RANCHO EL RIO DE SANTA
CLARA O' LA COLONIA PER BOOK
3, PAGE 14 OF MAPS, IN THE CITY
OF OXNARD, COUNTY OF VENTURA,
STATE OF CALIFORNIA

CITY OF OXNARD, CALIFORNIA			
DEPARTMENT OF PUBLIC WORKS			
ROAD RIGHT OF WAY			
HUEHEME ROAD EAST OF SAVIERS ROAD			
APPROVED BY:	CITY ENGINEER	DATE	DATE
SCALE:	1" = 50'	SHEET NO.	1 OF 1
DRAWN BY:	J. CALIMLIM	CHECKED BY:	HUNG LE
		97-82ER	



Meeting Date: 11/03/15

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

Prepared By: Danielle M. Navas *Navas* Agenda Item No. L-1
 Reviewed By: City Manager *M* City Attorney *BT* Finance *FL* Other (Specify) _____

DATE: November 03, 2015

TO: City Council

FROM: Danielle M. Navas, City Treasurer *Danielle M Navas*

SUBJECT: Quarterly Investment Report for the First Quarter F/Y 2015-2016

RECOMMENDATION

That City Council accepts the quarterly Investment Report for the First Quarter F/Y 2015-2016.

DISCUSSION

The City Treasurer will continue to provide this quarterly report to keep you informed of the status of the investment portfolio, however, it is no longer required by state law. This is one of many previously reimbursable state mandated items not required due to lack of state funding. The Investment Policy was presented to City Council with the Annual Report of Investment Policy on September 15, 2015. The City of Oxnard Treasurer's Office Market Report as of September 30, 2015 is provided as Attachment 1. The source of the market values is Sungard, the vendor of the City's investment reporting system. Investments in the City's portfolio meet the requirements of the City of Oxnard's adopted investment policy. Detailed information regarding individual investments is maintained in the City Treasurer's Office.

The following statistics provide a summary on the status of the portfolio as of **September 30, 2015:**

Original cost of investments (Book Value)	\$ 111,964,789
Total to be received at maturity (Par Value)	\$ 111,965,000
Total as of September 30, 2015 (Market Value)	\$ 112,072,200
Total earnings	\$ 257,454
Average yield	.82%
Gain/(Loss) if sold on September 30, 2015	\$ 107,411*

*All investments purchased are held to maturity. Sufficient liquidity is maintained for unexpected needs so that the sale of an investment may not be necessary. Any gain or loss related to changing market value is only a "paper" gain or loss, not an increase or decrease in the funds of the City.

Subject: Quarterly Investment Report for the First Quarter F/Y 2015-2016

November 03, 2015

Page 2

The quarterly average yield on the portfolio was .82 percent compared with the Local Agency Investment Fund (LAIF) yield of .32 percent and CMT (Constant Maturity Treasury) yield of .51 percent for the same period. The LAIF portfolio is comprised of public funds invested on a short-term basis with priority of safety first followed by need for liquidity and yield, the priorities of the City Treasurer's Investment Policy.

The federal funds rate remains unchanged at .00 to .25 percent.

In compliance with California Government Code section 53646, adequate funds are available to meet the anticipated expenditure requirements for the next six months.

PRIOR YEAR QUARTERLY COMPARISSON

	First Qtr Ending Sept. 30, 2014	First Qtr Ending Sept. 30, 2015
Book Value	\$106,984,669	\$111,964,789
Par Value	\$106,985,000	\$111,965,000
Market Value	\$106,593,038	\$112,072,200
Total Earnings	\$244,358	\$257,454
Average Yield	0.85%	0.82%

FINANCIAL IMPACT

None at this time.

Attachment #1 –Investment Inventory as of September 30, 2015

Attachment #2 – Benchmark Rate Comparison



Inventory by Market Value

As Of Date: 09/30/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Inv Type: 12 FEDERAL HOME LOAN BANK BONDS							
16938	FHLB	313381RE7	01/30/2013	1.000000	2,000,000.00	2,000,320.00	3,388.89
			01/30/2018	1.000000	2,000,000.00	100.016000	SUNGARD
16951	FHLB	313383AV3	06/12/2013	1.000000	2,000,000.00	1,993,720.00	6,055.56
			06/12/2018	1.000000	2,000,000.00	99.686000	SUNGARD
16952	FHLB	313383A68	06/13/2013	1.080000	2,000,000.00	1,995,420.00	6,480.00
			06/13/2018	1.080000	2,000,000.00	99.771000	SUNGARD
16954	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	2,009,000.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	100.450000	SUNGARD
16955	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	2,009,000.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	100.450000	SUNGARD
16978	FHLB	3130A45D0	02/20/2015	1.250000	2,000,000.00	1,999,700.00	2,847.22
			02/20/2019	1.250000	2,000,000.00	99.985000	SUNGARD
16989	FHLB	3130A5RW1	06/30/2015	1.450000	2,000,000.00	2,004,200.00	7,330.56
			12/28/2018	1.450000	2,000,000.00	100.210000	SUNGARD
			Subtotal	1.168571	14,000,000.00	14,011,360.00	38,635.57
				1.168571	14,000,000.00	100.081143	
Inv Type: 13 FEDERAL NATIONAL MORTGAGE ASSN							
16936	FNMA	3136G04S7	11/21/2012	.750000	2,000,000.00	2,001,660.00	1,666.67
			02/21/2017	.750000	2,000,000.00	100.083000	SUNGARD
16939	FNMA	3135G0TV5	01/30/2013	1.030000	2,000,000.00	2,001,540.00	3,490.56
			01/30/2018	1.030000	2,000,000.00	100.077000	SUNGARD
16942	FNMA	3136G1BK4	02/05/2013	1.000000	2,000,000.00	1,997,280.00	3,111.11
			02/05/2018	1.000000	2,000,000.00	99.864000	SUNGARD
16947	FNMA	3136G1LE7	05/15/2013	1.010000	1,000,000.00	996,150.00	3,815.56
			05/15/2018	1.010000	1,000,000.00	99.615000	SUNGARD
16948	FNMA	3135G0XG3	05/21/2013	1.000000	1,000,000.00	996,700.00	3,611.11
			05/21/2018	1.000000	1,000,000.00	99.670000	SUNGARD
16977	FNMA	3136G2CM7	01/30/2015	1.500000	2,000,000.00	2,012,660.00	5,083.33
			01/30/2019	1.500000	2,000,000.00	100.633000	SUNGARD
			Subtotal	1.057000	10,000,000.00	10,005,990.00	20,778.34
				1.057000	10,000,000.00	100.059900	
Inv Type: 17 FEDERAL FARM CREDIT BANK BONDS							
16933	FFCB	3133EA3J5	10/10/2012	.900000	2,000,000.00	1,984,060.00	8,550.00
			10/10/2017	.900000	2,000,000.00	99.203000	SUNGARD
16934	FFCB	3133EA4H8	10/11/2012	.820000	2,000,000.00	1,995,740.00	3,644.44



Inventory by Market Value

As Of Date: 09/30/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par / Share Current Book	Market Value Market Price	Curr Accr Int Price Source
			07/11/2017	.820000	2,000,000.00	99.787000	SUNGARD
16940	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	2,000,220.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	100.011000	SUNGARD
16941	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	2,000,220.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	100.011000	SUNGARD
16944	FFCB	3133ECL44	04/11/2013	1.000000	2,000,000.00	2,000,200.00	9,444.44
			04/11/2018	1.000000	2,000,000.00	100.010000	SUNGARD
16949	FFCB	3133ECQ56	05/22/2013	1.080000	2,000,000.00	1,999,060.00	7,740.00
			05/22/2018	1.080000	2,000,000.00	99.953000	SUNGARD
16950	FFCB	3133ECRP1	06/11/2013	1.150000	1,250,000.00	1,259,150.00	4,392.36
			06/11/2018	1.150000	1,250,000.00	100.732000	SUNGARD
16969	FFCB	3133EDLX8	05/21/2014	1.320000	2,000,000.00	2,022,340.00	9,533.33
			05/21/2018	1.320000	2,000,000.00	101.117000	SUNGARD
16976	FFCB	3133EEKX7	01/22/2015	1.540000	2,000,000.00	2,000,000.00	5,903.33
			01/22/2019	1.540000	2,000,000.00	100.000000	SUNGARD
16985	FFCB	3133EEU65	06/08/2015	1.850000	2,000,000.00	2,010,500.00	11,613.89
			06/08/2020	1.850000	2,000,000.00	100.525000	SUNGARD
16986	FFCB	3133EEX21	06/15/2015	2.000000	2,000,000.00	2,017,060.00	11,777.78
			06/15/2020	2.000000	2,000,000.00	100.853000	SUNGARD
16990	FFCB	3133EE2W9	07/01/2015	1.050000	2,000,000.00	2,006,200.00	1,750.00
			03/01/2018	1.050000	2,000,000.00	100.310000	SUNGARD
16991	FFCB	3133EFAR8	08/24/2015	1.900000	2,000,000.00	2,011,600.00	3,905.56
			08/24/2020	1.900000	2,000,000.00	100.580000	SUNGARD
Subtotal				1.297327	25,250,000.00	25,306,350.00	84,977.35
				1.297327	25,250,000.00	100.223168	

Inv Type: 23 OTHER GOVERNMENT AGENCIES

16945	FHLMC	3134G4ZG2	04/30/2013	1.050000	2,000,000.00	2,001,380.00	8,808.33
			04/30/2018	1.050000	2,000,000.00	100.069000	SUNGARD
16974	FHLMC	3134G5W43	12/30/2014	1.050000	2,000,000.00	2,000,000.00	5,308.33
			06/30/2017	1.050000	2,000,000.00	100.000000	SUNGARD
16987	FHLMC	3134G6V42	06/29/2015	2.000000	2,000,000.00	2,005,300.00	10,222.22
			06/29/2020	2.000000	2,000,000.00	100.265000	SUNGARD
16988	FHLMC	3134G65D1	06/29/2015	1.050000	2,000,000.00	2,001,940.00	5,366.67
			12/29/2017	1.050000	2,000,000.00	100.097000	SUNGARD
Subtotal				1.287500	8,000,000.00	8,008,620.00	29,705.55
				1.287500	8,000,000.00	100.107750	



Inventory by Market Value

As Of Date: 09/30/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Inv Type: 60 NEGOTIABLE CERTIFICATE OF DEPO							
16959	NCD	17284CTY0	11/14/2013	2.150000	245,000.00	245,000.00	2,020.41
			11/14/2018	2.150000	245,000.00	100.000000	BOOK
16960	NCD	0606247G2	11/12/2013	2.200000	245,000.00	245,000.00	2,096.93
			11/13/2018	2.200000	245,000.00	100.000000	BOOK
16961	NCD	795450R36	11/13/2013	2.000000	245,000.00	245,000.00	1,892.88
			11/13/2018	2.000000	245,000.00	100.000000	BOOK
16981	NCD	38148JPQ8	04/01/2015	1.900000	245,000.00	245,000.00	2,333.88
			04/01/2020	1.900000	245,000.00	100.000000	BOOK
16982	NCD	254672LA4	04/01/2015	.850000	245,000.00	245,000.00	1,044.10
			04/03/2017	.850000	245,000.00	100.000000	BOOK
16983	NCD	29976DWE6	04/15/2015	1.100000	245,000.00	245,000.00	1,247.82
			04/13/2018	1.100000	245,000.00	100.000000	BOOK
Subtotal				1.700000	1,470,000.00	1,470,000.00	10,636.02
				1.700000	1,470,000.00	100.000000	
Inv Type: 62 NEGOTIABLE CERTIFICATE MONTHLY							
16980	NCD	43738AFU5	03/30/2015	1.500000	245,000.00	245,000.00	302.05
			03/29/2019	1.500000	245,000.00	100.000000	BOOK
Subtotal				1.500000	245,000.00	245,000.00	302.05
				1.500000	245,000.00	100.000000	
Inv Type: 85 DEPOSIT NOTES							
16943	MTN	25468PCV6	03/05/2013	1.100000	2,000,000.00	2,000,080.00	7,333.33
			12/01/2017	1.100000	2,000,000.00	100.004000	SUNGARD
Subtotal				1.100000	2,000,000.00	2,000,080.00	7,333.33
				1.100000	2,000,000.00	100.004000	
Inv Type: 86 DEPOSIT NOTES QUARTERLY							
16932	MTN	36962G5Y6	06/07/2012	1.450000	2,000,000.00	2,024,800.00	2,413.90
			05/30/2017	1.456211	1,999,789.44	101.240000	SUNGARD
Subtotal				1.450000	2,000,000.00	2,024,800.00	2,413.90
				1.456211	1,999,789.44	101.240000	
Inv Type: 89 LAIF							
16434	LOCAL AGENCY INVEST		07/01/2002	.299000	49,000,000.00	49,000,000.00	37,441.60
			10/01/2015	.299000	49,000,000.00	100.000000	BOOK
Subtotal				.299000	49,000,000.00	49,000,000.00	37,441.60
				.299000	49,000,000.00	100.000000	



Inventory by Market Value

As Of Date: 09/30/2015

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Grand Total			Count 40	.827088	111,965,000.00	112,072,200.00	232,223.71
				.827199	111,964,789.44 *	100.095744	

*Includes Accrued Discount: \$389.44
Earned Interest Yield This Period: 0.88%



Inventory by Market Value

As Of Date: 09/30/2015

Date Basis: Settlement

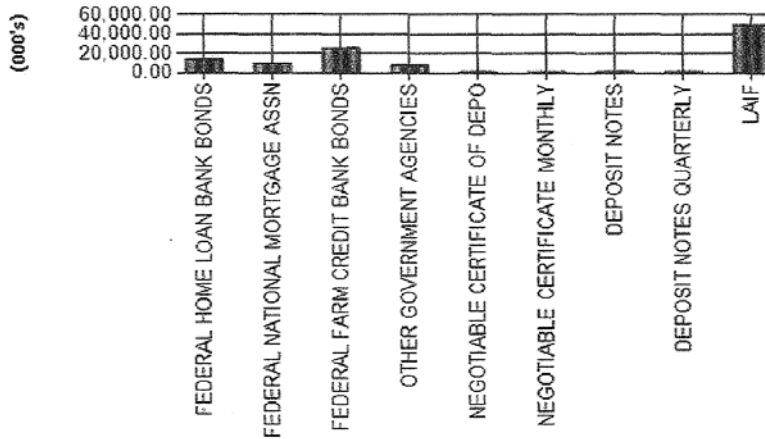
Run: 10/05/2015 12:25:19 PM

Reporting Currency: Local

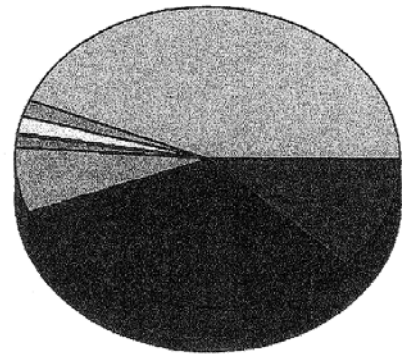
City of Oxnard - Treasurer's Office

Assets	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	14,000,000.00	14,000,000.00	14,011,360.00	100.08%	1.17%
FEDERAL NATIONAL MORTGAGE ASSN	10,000,000.00	10,000,000.00	10,005,990.00	100.06%	1.06%
FEDERAL FARM CREDIT BANK BONDS	25,250,000.00	25,250,000.00	25,306,350.00	100.22%	1.30%
OTHER GOVERNMENT AGENCIES	8,000,000.00	8,000,000.00	8,008,620.00	100.11%	1.29%
NEGOTIABLE CERTIFICATE OF DEPO	1,470,000.00	1,470,000.00	1,470,000.00	100.00%	1.70%
NEGOTIABLE CERTIFICATE MONTHLY	245,000.00	245,000.00	245,000.00	100.00%	1.50%
DEPOSIT NOTES	2,000,000.00	2,000,000.00	2,000,080.00	100.00%	1.10%
DEPOSIT NOTES QUARTERLY	2,000,000.00	1,999,789.44	2,024,800.00	101.25%	1.46%
LAIF	49,000,000.00	49,000,000.00	49,000,000.00	100.00%	0.30%
Totals	111,965,000.00	111,964,789.44	112,072,200.00	100.10%	0.83%

Asset Allocation



CURRENT PAR%



FEDERAL HOME LOAN BANK BONDS - 13%	NEGOTIABLE CERTIFICATE MONTHLY - 0%
FEDERAL NATIONAL MORTGAGE ASSN - 9%	DEPOSIT NOTES - 2%
FEDERAL FARM CREDIT BANK BONDS - 23%	DEPOSIT NOTES QUARTERLY - 2%
OTHER GOVERNMENT AGENCIES - 7%	LAIF - 44%
NEGOTIABLE CERTIFICATE OF DEPO - 1%	

■ Par ■ Book ■ Market

**CITY OF OXNARD BENCHMARK COMPARISON
VS. LAIF AND CMT (Constant Maturity Treasury)
as of September 30, 2015**

<u>FISCAL YEAR</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREAS</u>	<u>CMT**</u>
2015-16					
2014/15	12 mo avg	0.87	0.26	0.55	
2013/14	12 mo avg	1.26*	0.25 *	0.34*	
2012/13	12 mo avg	0.91	0.25	0.30	
2011/12	12 mo avg	1.34	0.38	0.28	
2010/11	12 mo avg	2.02	0.49	0.55	
2009/10	12 mo avg	2.34	0.65	0.86	

<u>Quarterly Average FY 2014-15</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREAS</u>	<u>CMT**</u>
First Quarter	July-September 2015	0.82	0.32	N/A	0.51
Second Quarter	October- December 2015				
Third Quarter	January- March 2016				
Fourth Quarter	April-June 2016				

CITY = CITY OF OXNARD

LAIF = STATE LOCAL AGENCY INVESTMENT FUND

2 YR TREASURY = U S GOVERNMENT TREASURY BILLS - 2 YR MATURITY

**CMT (CONSTANT MATURITY TREASURY) BEGIN USING 2015-16

* Revised due to the sum of the quarterly rate erroneously listed instead of the annual average rate.



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

Prepared By: Jason M. Samonte

Agenda Item No. L-2

Reviewed By: City Manager

City Attorney

Finance

Development Services Director

DATE: November 3, 2015

TO: City Council

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Seventh Amendment to Agreement No. 5217-10-DS with Iteris, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Seventh Amendment to Agreement No. 5217-10-DS with Iteris, Inc., to increase the amount by \$134,720 for a total of \$2,943,078. This amendment is for design services to connect the Water Division's Supervisory Control and Data Acquisition (SCADA) system to the City's fiber optic backbone as part of the Intelligent Transportation System (ITS) Master Plan project.

DISCUSSION

The City Council approved Agreement No. 5217-10-DS on November 1, 2010. The scope of work in the original agreement included the preparation of engineering plans and construction integration for the ITS. Construction integration includes procurement of equipment, oversight of construction, and integration of equipment. The cost of the original agreement was \$751,275 for the preparation of engineering plans due to the fact that construction integration estimates rely on the final and approved engineering plans.

The initial contract was for the design only of the traffic signal system. The succeeding amendments accommodated design changes to increase capacity and build the system which later included Oxnard Boulevard. The increased capacity allowed for other City divisions to utilize the fiber optic backbone which results in operational savings for the City.

The First Amendment extended the term of the agreement to June 30, 2012. The Second Amendment added services related to construction integration for the ITS and increased the cost of the agreement to \$2,125,942. The Third Amendment increased the cost of the agreement to \$2,490,644 and amended the scope to include construction integration for the City's Information Systems division and the Police Department's Information Technology division, which allowed access to the gigabit Ethernet network by installing connections to the fiber optic backbone. The Fourth Amendment incorporated the design and integration of Oxnard Boulevard to the existing scope of work and increased the cost of the agreement to \$2,616,633. The Fifth Amendment provided additional design, hardware, and integration

Seventh Amendment to Agreement No. 5217-10-DS with Iteris Inc.
November 3, 2015
Page 2

services for Oxnard Boulevard, at a cost of \$44,946. The Sixth Amendment allowed for the design work to connect the Wastewater Division's SCADA system to the City's fiber optic backbone and increased the cost by \$146,779, for a total cost of \$2,808,358.

The Seventh Amendment will cover the design for connecting the Water Division's SCADA system to the City's fiber optic backbone. The cost for these services is \$134,720, which increases the cost of the agreement to \$2,943,078.

FINANCIAL IMPACT

The cost of the Seventh Amendment is \$134,720, which increases the total cost of the agreement to \$2,943,078. The Amendment will be paid for using Water Division funds, which are available in the SCADA Security Upgrades Project #066008 Acct. #601-6517-821-8606.

JMS/jms

Attachment 1 – Seventh Amendment to Agreement No. 5217-10-DS with Iteris, Inc.

SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Seventh Amendment ("Seventh Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 2nd day of October, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Iteris, Inc. ("Consultant"). This Seventh Amendment amends the Agreement entered into on November 1, 2010, by City and Consultant. The Agreement previously has been amended on May 31, 2011 by a First Amendment, on March 12, 2012 by a Second Amendment, on April 30, 2012 by a Third Amendment, on August 15, 2012 by a Fourth Amendment, on October 29, 2013 by a Fifth Amendment, and on June 4, 2015 by a Sixth Amendment.

City and Consultant agree as follows:

1. Effective October 2, 2015, Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A4, attached hereto and incorporated in full herein by this reference.
2. Subsection a of section 14 of the Agreement is amended as follows:
 - a. The figure "2,808,358" is replaced by the figure "2,943,078".
 - b. Exhibit C is supplemented by Exhibit C5, attached hereto and incorporated herein by this reference.
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

ITERIS, INC.

Scott Carlson, Vice President
Western Region

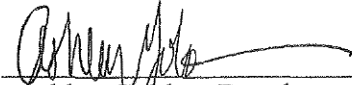
APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO AMOUNT:

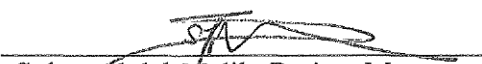
Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



Ashley Golden, Development Services
Director

APPROVED AS TO CONTENT



Soher Abdel-Malik, Project Manager
Associate Traffic Design Engineer

ATTACHMENT 1
PAGE 2 OF 4

EXHIBIT A4
SCOPE OF SERVICES

Consultant will provide additional design work to connect four (4) water blending stations, two (2) Pressure Monitoring Stations, the Proctor and Gamble location, the Ocean View location, and the Port Hueneme Water Authority (PHWA), to the City's fiber optic backbone, as requested by the City's Water Division. The Water Divisions Supervisory Control and Data Acquisition (SCADA) system design work will be incorporated into Consultant's Design in accordance with Consultant's contractual scope of work requirements.

The additional work includes the following tasks:

- Task 6 Construction Management Support
Task 6.5: Water SCADA Design - \$131,470
- Other Direct Charges (ODC's) - \$3,250

The total cost for the additional work listed above is \$134,720, which increases the total cost of the agreement to \$2,943,078.

EXHIBIT C5 COMPENSATION

TASK		Staff							HOURS	COST
		Scott Carlson, P.E. Project Manager	Paul Frisbie Design Lead	Cabe Murillo Project Engineer	Stuart Hunter Project Engineer	Braulio Ramirez Project Engineer	Charles Askar Project Engineer	Admin Staff		
FY11 Rate		\$200.00	\$125.00	\$220.00	\$175.00	\$175.00	\$95.00	\$90.00		
Task 6	Construction Management Support	28	112	32	192	110	160	2	636	\$131,470
Task 6.5.1	SCADA - Field Work/Prelim Design	8	84	8	104	80	100	26	410	\$49,820
Task 6.5.2	SCADA - Detailed Design	28	112	32	192	110	160	2	636	\$81,650
Total Hours Labor		28	112	32	192	110	160	2	636	
									Total Labor	\$131,470
									ODCs (Travel, expenses, etc.)	\$3,250
									Total Project Cost	\$134,720

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

Prepared By: Ralph Alamillo *RA*

Agenda Item No. L-3

Reviewed By: City Manager *LM*

City Attorney *DOB* Finance *FL* Other _____

DATE: October 16, 2015

TO: City Council

FROM: Michael Henderson, General Services Manager *MH*

SUBJECT: GS16-17- Campus Park Dog Park Fence Improvements

RECOMMENDATION

That City Council approve plans and specifications for Project Specification No. GS16-07 Campus Park Dog Park Fence Improvements and demolition of the abandoned electrical building; authorize staff to conduct a public bid for this project; and authorize use of Housing Related Parks (HRP) grant funds approved for this purpose.

DISCUSSION

Housing Related Parks (HRP-HCD) Grant funds have been approved for work on Campus Park. These funds will be used to demolish an existing abandoned 50 year old electrical building that is a hazard to homeless that continue to break in for shelter. The fence around the existing dog park, at the corner of H Street and 5th Street will be removed and replaced with a more aesthetically pleasing type as well. Accessories will also be added to enhance the use for the dog park as well. As part of the future master plan, the dog park location will be an integral element of the overall plan.

This item was presented and approved by the Parks, Recreation and Community Services Commission on October 28, 2015. The recommendation was to make the dog park larger and divide it into small and large sections with the addition of dog park elements such as dog waste station, signage, dog play toys and a future water station. The Commissioners also recommended that the funds be used on the dog park improvements instead of the building demolition.

Housing and Community Development grant funds under State of California Agreement 14-HRPP-9169 for Housing Related Parks (HCD -HRP) Grant and Resolution No. 14,705 was approved for the improvements to Beck Park, Campus Park, Colonia Park, and Wilson Park.

FINANCIAL IMPACT

Of the \$956,700 State grants funds awarded, \$119,800 has been appropriated to Campus Park Improvement Project No. I55702.

MH/pcf

Attachments: #1 – State of California Agreement 14-HRPP-9169
#2 - City Resolution No. 14,705
#3 - Layout plan

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Oxnard

2. The term of this

Agreement is:

Upon HCD Approval through 09/30/2016

3. The maximum amount of this

Agreement is:

\$956,700.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED:

7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

City of Oxnard

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Henderson, General Services Director
ADDRESS

214 South C Street, Oxnard, CA 93030

STATE OF CALIFORNIA

California Department of
General Service
Use Only

APR 02 2015

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cathy Parr, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave, Sacramento, CA 95833

* Exempt per: SCM 4.04.A.3 (DGS
Memo dated 6/12/81)

ATTACHMENT
PAGE 1 OF 11

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
14-HRPP-9169
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

City of Oxnard

2. The term of this Agreement is: Upon HCD Approval through 09/30/2016

3. The maximum amount of this Agreement is: \$956,700.00

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Authority, Purpose and Scope of Work	2
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - HRPP Terms and Conditions	2
Exhibit E - Special Terms and Conditions	1
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED:

7 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

City of Oxnard

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Michael Henderson, General Services Director
ADDRESS

214 South C Street, Oxnard, CA 93030

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cathy Parr, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave, Sacramento, CA 95833

California Department of
General Service
Use Only

X' Exempt per: SCM 4.04.A.3 (DGS
Memo dated 6/12/81)

ATTACHMENT

PAGE 2 OF 11

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Housing-Related Parks (HRP) Program Grant

1. **Authority**

Pursuant to Chapter 8 of Part 2 of Division 31 of the California Health and Safety Code, commencing with Section 50700, as added by Section 1 of Chapter 641 of the Statutes of 2008, the State of California Department of Housing and Community Development (herein referred to as the "State" or the "Department") has established the Housing-Related Parks (HRP) Program (the "Program"). This Standard Agreement (the "Agreement") is entered into under the authority of, and in furtherance of the purposes of, the Program as set forth in Health and Safety Code Section 50701. Pursuant to Health and Safety Code Sections 50702 and 50704.5, the State has issued a Notice of Funding Availability, dated October 2, 2013 (NOFA) and Program guidelines dated September 2013 (the "Guidelines") governing the Program.

2. **Purpose**

In accordance with the authority cited above, the Contractor has applied to the State for financial assistance (the "Application") in the form of a grant from the Program (the "Grant"). The State has agreed to make the Grant, as a financial incentive based on the issuance of housing starts, for housing units affordable to very low- and low-income households by the Contractor pursuant to the terms of the NOFA, the Guidelines and this Agreement. Based on the representations made by the Contractor in its Application, which is hereby incorporated as if set forth in full, the State shall provide a Grant in the amount shown below for the purpose of paying for capital improvement(s) related to the acquisition, rehabilitation, or construction of a Park and Recreation Facility.

The State and the Contractor have agreed to enter into this Agreement in accordance with the terms and conditions herein, subject to all the provisions of the applicable statutes, the NOFA, the Guidelines and further subject to the State laws and requirements governing State contracts. Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines.

3. **Scope of Work**

Improvements to Beck Park, Campus Park, Colonia Park and Wilson Park.

HRP Program Grant – Round 3
NOFA Date: 10/02/13
Rev. Date: 8/15/14
Prep Date: 8/20/14

ATTACHMENT 1
PAGE 3 OF 11

EXHIBIT A

Grant Timelines

No work performed prior to the effective date of this Agreement or after June 30, 2016, shall be funded. The effective date of this Agreement is the date it is executed by the State, after execution by the Contractor. All funds must be requested from the Department no later than April 30, 2016. For the purpose of this Agreement, no funds may be expended after June 30, 2016. It is the responsibility of the Contractor to monitor the project and timeliness of draws within the specified dates.

4. Grant Amount

The total amount of this Grant is \$ 956,700.00.

HRP Program Grant – Round 3
NOFA Date: 10/02/13
Rev. Date: 8/15/14
Prep Date: 8/20/14

ATTACHMENT: 1
PAGE 4 OF 11

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

HRP Program Grant

1. Allowable Uses of Grant Funds

- A. Grant funds shall only be used for projects approved by the State that involve the construction, rehabilitation, and/or acquisition of capital assets as defined by the California Government Code, Section 16727(a) that benefit the community within the Contractor's jurisdiction and as further set out in Section 108 of the Guidelines. Capital assets include tangible physical property with an expected useful life of fifteen (15) years or more, equipment with an expected useful life of two (2) years or more, or major maintenance, reconstruction, or demolition for purposes of reconstruction and/or retrofitting work.
- B. Incidental expenses shall not be paid by Grant funds unless they are directly related to the construction or acquisition of an eligible capital asset. Such expenses include costs associated with planning, engineering, construction management, environmental impact reports, appraisals, site acquisitions, or necessary easements.
- C. Grant funds shall not be expended for the administrative costs of persons directly employed by the Contractor or for other "soft" costs that are not directly related to the construction, rehabilitation or acquisition of capital assets.

2. Performance

Contractor shall take such actions, pay such expenses and do all things necessary to complete the Work specified in Exhibit A in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

3. Fiscal Administration

- A. Term: The effective date of this Agreement is the date upon which it is executed by the State (the date stamped in the lower right portion of the Standard Agreement (Std. 213) through September 30, 2016. All funds must be requested by the Contractor by April 30, 2016 and expended by June 30, 2016. This Agreement shall terminate September 30, 2016.
- B. The Contractor shall make any and all request(s) for disbursement no earlier than ninety (90) days from the anticipated need for the funds, using the forms provided by the State. The forms will be made available at <http://www.hcd.ca.gov/hpd/hrpp>. The Contractor shall expend the funds within 90 days from the date of receipt from the State, or by June 30, 2016, whichever occurs earlier and subsequent supporting documentation shall be submitted to the Department.
- C. Failure to expend contract funds in a timely manner may affect future funding.

HRP Program Grant – Round 3
NOFA Date: 10/02/13
Rev. Date: 8/15/14
Prep Date: 8/20/14

ATTACHMENT
PAGE 5 OF 11

EXHIBIT B

- D. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest bearing checking or savings account, or the State may require the Contractor to deposit all Grant funds into a segregated account in an institution whose deposits are insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for allowable, Program purposes and accounted for to the State. All funds not expended within 90 days of receipt, or by June 30, 2016, as applicable, shall be returned to the State with accrued interest.
- E. The Contractor shall make a good faith effort to minimize the number of disbursement requests to the State by anticipating and requesting in advance the maximum amount of funds that can be expended within the (ninety) 90 day time frame.
- F. The Contractor shall inform the State within a reasonable amount of time in the event that expenditures related to an authorized project(s) are less than the total Grant award. The Contractor may expend the balance of Grant funds on additional capital assets projects, upon written State approval. Contractor shall provide the State with a letter of request that describes the additional project(s) to be funded.
- G. The Contractor shall immediately inform the State, no later than December 31, 2015, if the Contractor anticipates it will not be able to expend all Grant funds by June 30, 2016.
- H. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- I. Any Grant funds remaining unexpended as of June 30, 2016, must be returned to the State with accrued interest. Checks shall be made payable to the Department of Housing and Community Development (HCD) and shall be mailed to the Department at the address below, no later than July 31, 2016.

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Ave.
P.O. Box 952050
Sacramento, California 94252-2050

HRP Program Grant -- Round 3
NOFA Date: 10/02/13
Rev. Date: 8/15/14
Prep Date: 8/20/14

ATTACHMENT 1
PAGE 6 OF 11

EXHIBIT D

HRP PROGRAM GENERAL TERMS AND CONDITIONS

HRP Program Grant

1. Report Requirements

During the term of this Agreement, the Contractor shall submit the following reports by the deadlines specified, or as otherwise required at the discretion of the State:

- A. The Contractor shall submit annual reports to the State thirty (30) days after December 31st of each year ("Annual Report"), during the term of this Agreement for as long as the Contractor has not expended all Grant funds. The Annual Report shall contain (1) the progress the Contractor has made in completing the approved projects partially or wholly funded by the Grant, including a description of the community benefit; (2) the amount of Grant funds drawn down and expended to date by the Contractor; and (3) a description of projects completed. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>; and,
- B. Upon complete expenditure of the Grant funds, the Contractor shall submit a final report in a manner satisfactory to the State ("Final Report"). The Final Report shall be submitted to the State within 60 days of June 30, 2016, the date all funds must be expended. The Final Report shall contain (1) a description of the final capital assets constructed or purchased with the Grant funds; and, (2) the number of certificates of occupancy issued in relation to the number of building permits issued in the program year. The Contractor shall use the forms provided by the State made available at <http://www.hcd.ca.gov/hpd/hrpp>.

2. State Contract Coordinator

The state contract coordinator of this Agreement for the Department is the HRP Program Manager, Division of Housing Policy Development, or the Manager's designee ("State Contract Coordinator"). Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed first class to the State Contract Coordinator at the following address:

Department of Housing and Community Development
Division of Housing Policy Development
2020 W. El Camino Ave, P.O. Box 5250
Sacramento, California 94252-2150
Attention: HRP Program Manager

3. Audit/Retention and Inspection of Records

Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Contractor agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal

HRP Program Grant – Round 3
NOFA Date: 10/02/13
Rev. Date: 8/15/14
Prep Date: 8/20/14

ATTACHMENT
PAGE 7 OF 11

EXHIBIT D

business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the California Public Contract Code Section 10115 et seq., the California Government Code Section 8546.7 and Title 2, California Code of Regulations, Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in the California Public Contract Code Section 10115.10.

4. Special Conditions

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

5. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the California Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purpose of this requirement "construction work" includes, but is not limited to rehabilitation, alternation, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract, with the properly licensed building contractor incorporating these requirements (the "construction contractor"). Where the construction contract will be between the Contractor and a licensed building contractor the Contractor shall serve as the "awarding body" as that term is defined in the California Labor Code. Where the Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body". Prior to any disbursement of funds, including but not limited to release of any final retention payment, the State may require a certification from the awarding body that prevailing wages have been or will be paid.

HRP Program Grant – Round 3
NOFA Date: 10/02/13
Rev. Date: 8/15/14
Prep Date: 8/20/14

ATTACHMENT
PAGE 8 OF 11

EXHIBIT E

HRP PROGRAM SPECIAL TERMS AND CONDITIONS

HRP Program Grant

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

1. No grant funds will be disbursed until the Department has been provided with and approves an acceptable updated resolution authorizing the exact grant award amount encumbered by this Standard Agreement.
-

HRP Program Grant – Round 3
NOFA Date: 10/02/13
Rev. Date: 8/15/14
Prep Date:

ATTACHMENT
PAGE 9 OF 11

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION**

2020 W. El Camino Avenue, Suite 330, 95833
P. O. Box 952050, Sacramento, CA 94252-2050
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



DEC 23 2014

Mr. Michael Henderson
General Services Manager
City of Oxnard
214 South C Street
Oxnard, CA 93030

Dear Mr. Henderson:

**Re: Housing-Related Parks Program
Contract No. 14-HRPP-9169**

Attached is an electronic copy of the State's Housing-Related Parks (HRP) Program Standard Agreement which includes the following:

- Standard Agreement (Std. 213)
- Exhibit A – Authority, Purpose, and Scope of Work
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit C – State of California General Terms and Conditions (Incorporated by reference)
- Exhibit D – HRP Program General Terms and Conditions
- Exhibit E – HRP Program Special Terms and Conditions

To ensure efficient processing of the Standard Agreement, please do the following:

1. Review the Standard Agreement thoroughly and if necessary discuss the requirements with your legal and financial advisors;
2. Print five (5) copies of the Standard Agreement, Std. 213 cover page.
3. Ensure all copies of the Standard Agreement are signed by the appropriate authorized official as designated in the resolution. Please be sure to include the printed name, title and date signed. If a signed resolution was not submitted with the HRP Program Application, please return a certified copy of the resolution along with the signed Standard Agreement copies.
4. Return the five (5) copies of the Standard Agreement along with a certified copy of the resolution, if needed; no later than 30 days from the date of this letter to:

Department of Housing and Community Development
Business and Contract Services Branch
P.O. Box 952050
Sacramento, CA 94252-2050

ATTACHMENT

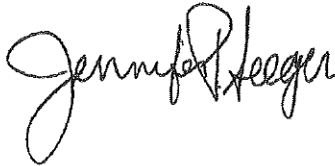
PAGE 12 OF 11

Standard Agreements not returned within the required 30-day period may be subject to cancellation by the Department.

Maintain the electronic version of the Standard Agreement (Std. 213 and Exhibits A through D) in your pending file. Upon receipt of the five (5) original, signed Standard Agreement cover pages, HCD will complete the approval process and send you an electronic copy of the completed, fully executed, original Standard Agreement along with an originally signed copy sent by U.S. Mail.

Please contact Lindy Suggs, your HRP Program representative, at lindy.suggs@hcd.ca.gov or (916) 263-7433 if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Jennifer P. Seeger
HRP Program Manager

cc: Kathleen Mallory, AICP, Project Planner

ATTACHMENT 1
PAGE 11 OF 11

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,705

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING EXECUTION OF STATE STANDARD AGREEMENT FOR
HOUSING RELATED PARKS PROGRAM GRANT

WHEREAS, The State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program; and

WHEREAS, by Resolution No. 14,566 the City of Oxnard (Applicant) was authorized to apply for a HRP Program grant and submit the 2013 Designated Program Year Application Package released by the Department for the HRP Program; and

WHEREAS, HCD is authorized to approve funding allocations for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package, and Standard Agreement; and

WHEREAS, HCD awarded the City of Oxnard an HRP Program Grant in the amount of \$956,700.

WHEREAS, the General Services Department of the City of Oxnard has requested that City Council authorize execution of the Standard Agreement with HCD for the Housing Related Parks Program grant funds to be used for qualifying park improvements at City parks located in Park Deficient and Disadvantaged areas of the City as identified under HCD guidelines.

NOW, THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement), for an HRP Program Grant in the amount of \$956,700 and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from HCD, and all amendments thereto (collectively, the "HRP Grant Documents").

2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

3. That the City Manager or designee is authorized to execute this agreement on behalf of the City of Oxnard, the HRP Grant Documents as required by HCD for participation in the HRP Program.

4. City Council of the City of Oxnard authorize execution of the State Agreement with HCD for the Housing Related Parks Program grant funds to be used for qualifying park improvements

DOCUMENT 2
PAGE 1 OF 2

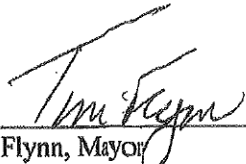
as identified under HCD guidelines. The City Council further resolves that the Finance Director or designee is authorized on behalf of the City of Oxnard to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the General Services Manager or designee is authorized to submit non-financial reports on behalf of the City of Oxnard.

PASSED AND ADOPTED this 2nd day of December, 2014, by the following vote:

AYES: Councilmembers Flynn, Ramirez, and Perello.

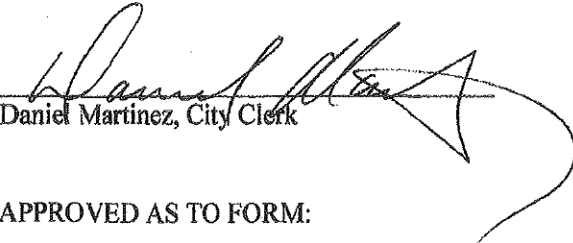
NOES: Councilmember Padilla.

ABSENT: Councilman MacDonald.



Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 2
PAGE 2 OF 2

ATTACHMENT NO. 3
PAGE 1 OF 1

