

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. 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
October 23, 2012
6:15 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing 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 6 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation to the City of Oxnard by Southern California Edison.

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 Housing Authority for June 26, 2012, July 10, 17 and 24, 2012, September 11, 18 and 25, 2012, and October 2, 9 and 16, 2012; and Minutes of the Special Meeting of the Oxnard Housing Authority for July 31, 2012. (001)

RECOMMENDATION: Approve.

Legislative Body: HA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (019)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

Legislative Body: CC

Contact: Karen Burnham

Phone: 385-7430

3. **SUBJECT:** Second Amendment to Agreement for On-Call Engineering Services. (023)

RECOMMENDATION: Approve the Second Amendment to Agreement (A-7425) for On-Call Engineering Services provided by Penfield & Smith Engineering and authorize the City Manager to execute this second amendment in the amount of \$250,000 making the new agreement total to \$500,000.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

4. **SUBJECT:** Agreement with Silvas Oil Company for Fuel and Car Wash Service. (041)

RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4222) with Silvas Oil Company ("Silvas") for a 120-day period from November 1, 2012, to February 28, 2013, in an amount not to exceed \$1,000,000, for unleaded gasoline and diesel fuel from Silvas' pumps and for off-site car wash service for City vehicles and equipment through a fuel card system.

Legislative Body: CC

Contact: Bill Birch

Phone: 385-8080

Development Services Department

5. **SUBJECT:** Victoria Avenue Route Transit Stops Project. (045)

RECOMMENDATION: Adopt plans, specifications and working details for Project Specification No. DS13-09 for the installation of bus stops at two locations along Channel Islands Boulevard, and 11 locations along Victoria Avenue.

Legislative Body: CC

Contact: Earnel Bihis

Phone: 385-7812

Finance Department

6. **SUBJECT:** State Controller Financial Transactions Report. (047)
RECOMMENDATION: Receive the State Controller Financial Transactions Report and make
the report available per Sections 53891 and 53893 of the Government Code.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

Housing Department

7. **SUBJECT:** Affordable Housing Loan Agreement in the Total Sum of \$3.3 Million and Agreement of Limited Partnership of Terraza de Las Cortes, L.P. Project Located within the Las Brisas Specific Plan. (051)
- RECOMMENDATION:** 1) That the City Council approve and authorize the Mayor to execute an Affordable Housing Predevelopment and Construction Loan Agreement (A-7538) with Terraza de Las Cortes, L.P. in the amount of \$3,300,000 from the City's Affordable Housing In-Lieu Fees ("AHILF") and the City's Affordable Housing In-Lieu Fee Housing Trust Fund ("AHILFHTF") for the development of Terraza de Las Cortes; and; 2) That the Oxnard Housing Authority Board of Commissioners approve the agreement of Limited Partnership of Terraza de Las Cortes and authorize the Housing Director to execute the agreement (A-7537).
- Legislative Body: CC/HA Contact: Larry White Phone: 385-8235

Library Department

- 8 **SUBJECT:** Library Board Bylaws, Terms of Office, and Powers and Duties. (113)
RECOMMENDATION: 1) Adopt a resolution approving the Library Board Bylaws as amended in Article II Powers and Duties, Article III Membership, and Article IV Officers; and 2) Approve the first reading by title only and subsequent adoption of an ordinance amending the City Code concerning terms of office and powers and duties of the Library Board.
 Legislative Body: CC Contact: Barbara J. Murray Phone: 385-7522

Public Works Department

- 9 **SUBJECT:** Purchase Order No. 4195 with Aqua-Metric Sales Company. (129)
RECOMMENDATION: Approve and authorize the Mayor to execute a purchase order with Aqua-Metric Sales Company in the amount of \$800,000 for the purchase of water meters and related parts (Purchase Order No. 4195) in Fiscal Years 2012-13 and 2013-14.
 Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669
- 10 **SUBJECT:** Participation in Regional Environmental Impact Report on Model Ordinance Regulating Single-Use Plastic Bags. (135)
RECOMMENDATION: Approve and authorize the Mayor to execute the Cooperative Agreement between the member agencies of the Beach Erosion Authority for Clean Oceans and Nourishment in the amount not to exceed \$8,000 to facilitate the development of an Environmental Impact Report for a model ordinance regulating single-use plastic bags (A-7540).
 Legislative Body: CC Contact: Rob Roshanian Phone: 385-7893

- 11. SUBJECT: Chemical Purchases for Water and Wastewater Treatment Facilities. (143)**

RECOMMENDATION: Approve and authorize the Mayor to execute the Purchase Orders for the Water and Wastewater Treatment Facilities for Fiscal Years 2012-13 and 2013-14 as follows:

1) Purchase Order 4201 with Hill Brothers Chemical for supply and delivery of Aqueous Ammonia to the Water Facilities in the amount of \$140,508.50; 2) Purchase Order 4202 with JCI Jones Chemical, Inc. for supply and delivery of Sodium Hypochlorite and Sodium Bisulfite to the Wastewater Treatment Plant in the amount of \$131,769.00 and Sodium Hypochlorite to the Water Campus and Water Blending Station No. 3 in the amount of \$124,314.03, for a total purchase amount of \$265,083.03; 3) Purchase Order 4203 with Kemira Water Solutions, Inc. for supply and delivery of Ferric Chloride to the Wastewater Treatment Plant in the amount of \$482,790.00; 4) Purchase Order 4204 with King Lee Chemical Company for supply and delivery of Antiscalant to the Water Campus and Water Blending Station No. 3 in the amount not to exceed \$70,290.00; and 5) Purchase Order 4205 with PVS Minibulk, Inc. for supply and delivery of Sodium Hydroxide to the Wastewater Treatment Plant in the amount \$18,750.60 and to the Water Campus and Water Blending Station No. 3 in the amount \$175,005.60 for a total purchase amount of \$193,756.20.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

12. **SUBJECT:** Easement Agreement and Easement Deed for Recycled Water Line with the Owners of Property Located at the North Side of Hueneme Road and East of Edison Drive (APN 223-0-030-275 and APN 223-0-030-285). (173)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Easement Agreement with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7534; and 2) Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending September 30, 2012 (Fiscal Year 2012-13). (197)
RECOMMENDATION: Receive Report
Legislative Body: CC **Contact:** James Cameron **Phone:** 385-7461

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

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.

1. **SUBJECT:** Verbal report on the status of the State Department of Finance's ("DOF") review and determination of enforceable obligations on the Oxnard Community Development Commission Successor Agency's Recognized Obligation Payment Schedule ("ROPS") III, summary of allowable administrative expenses; and summary of Staff's "Meet and Confer" request to the DOF.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC/SA **Contact:** Karen Burnham **Phone:** 385-7430

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

O. REPORTS

Development Services Department

1. **SUBJECT:** Verbal Update on the Intelligent Transportation System (ITS) Construction Integration.
RECOMMENDATION: Receive a report about the ITS Construction and Integration Project. (A-7475 with Sully-Miller Contracting Company).
Legislative Body: CC **Contact:** Jason M. Samonte **Phone:** 385-7872

Public Works Department

2. SUBJECT: Second Amendment to Agreement for Consulting Services with HF and H Consultants, LLC. (213).

RECOMMENDATION: 1.) Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Consulting Services with HF & H Consultants, LLC. ("HFH") for the implementation, management and facilitation of the Request for Proposal (RFP) for the operation and maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and to increase the value of the Agreement by \$168,866 from \$25,000 to \$193,866 and to extend the term from October 25, 2013 to December 31, 2013; and 2.) Approve a special budget appropriation in the amount of \$168,866 from the Solid Waste Enterprise Fund to provide funding for Second Amendment to Agreement with HFH.

Legislative Body: CC

Contact: Grant Dunne

Phone: 340-8365

P. 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.

Q. APPOINTMENT ITEMS – 8:00 P.M.

1. **SUBJECT:** Presentation by the Ventura County Watershed Protection District.

R. STUDY SESSION

S. 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.

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

On the advice of the City Attorney, based on existing facts and circumstances, the City Council and Successor Agency shall decide whether to initiate litigation in two potential cases, pursuant to Government Code section 54956.9(c).

CC/SA

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

T. ADJOURNMENT

I-1

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
June 26, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:05 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Financing Authority. Commissioners Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez, Jose Andrade and Francisco Vega were present. Chairperson Thomas E. Holden was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Alan Holmberg, General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary; and William "Bill" Wilkins, Housing Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

Housing Commissioner Andrade commented on Housing residents ability to report items needing repair or any problems to Housing Authority staff.

4. SUBJECT: Cancellation of the Regular Meetings Scheduled for July 24, 2012 and November 6, 2012 and Schedule a Special Meeting for July 31, 2012. (369)

RECOMMENDATION: Cancel their regular meetings scheduled for July 24, and November 6, 2012 and schedule a special meeting for July 31, 2012.

DISCUSSION: The Deputy Executive Secretary reviewed the proposed change of scheduled meetings.

Comments were received from: Larry Stein and Bert Perello.

ACTION: Move to approve (Pinkard/Ramirez) Ayes: Ramirez, Pinkard, MacDonald, Flynn, Andrade, and Vega. Absent: Holden.

CITY COUNCIL/COMMUNITY DEVELOPMENT SUCCESSOR AGENCY/FINANCING AUTHORITY

At 8:51 p.m. the joint meetings with the City Council, Community Development Successor Agency and Financing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:51 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. IRENE G. PINKARD
Vice-Chairperson

MINUTES

OXNARD HOUSING AUTHORITY Regular Meeting July 10, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

July 17, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 24, 2012

The regular scheduled meeting was cancel by the Commissioners on June 26, 2012.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairman

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
September 11, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
September 18, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:05 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Successor Agency. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; and William Wilkins, Housing Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 9:47 p.m. the joint meeting with the Community Development Successor Agency concluded.

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

At 10:24 p.m., Commissioners Andrade and Vega left the meeting.

O. REPORTS**Housing Department**

1. **SUBJECT:** Verbal Follow-up Report Regarding Plan to Address Housing Repairs Within The Courts.
RECOMMENDATION: Receive the Report.
DISCUSSION: The Housing Director reviewed the inspection of the Courts and reported on conditions of the units.
ACTION: Received report.

At 10: 31 p.m., Chairperson Holden left the meeting and Vice-Chairperson Pinkard presided.

2. **SUBJECT:** Authorization to Execute a Development Agreement with Urban Housing Communities for The Courts. (049)
RECOMMENDATION: Authorize the Housing Director to execute a Development Agreement with Urban Housing Communities for the public housing site, commonly known as The Courts, consisting of approximately 25 acres south of Camino Del Sol, east of Marquita Street, west of Rose Avenue and north of First Street.
ACTION: Approved as recommended. (MacDonald /Ramirez). Ayes: Ramirez, Pinkard, MacDonald, and Flynn. Absent: Holden, Andrade and Vega.

At 10: 34 p.m., Chairperson Holden returned to the meeting and presided.

3. **SUBJECT:** Terraza de Las Cortes, L.P. by the Housing Authority and Las Cortes, Inc. (111)
RECOMMENDATION: 1)That the Housing Authority Board of Commissioners authorize negotiation of a Partnership Agreement to be returned for approval, between the Housing Authority and Las Cortes, Inc. for purpose of developing and operating a 64 unit multi-family affordable housing project to be known as Terraza de Las Cortes ("Project") on property currently owned by the Housing Authority; and 2) That the City Council approve a special budget appropriation in the amount of \$3.3 million to the Project.
ACTION: Moved to continue to this item to September 25, 2012. (Ramirez/Pinkard), unanimously.

CITY COUNCIL

At 10:38 p.m. the joint meeting with the City Council concluded.

P. PUBLIC COMMENTS ON REPORTS**Q. APPOINTMENT ITEMS****R. STUDY SESSION**

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:38 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

IRENE G. PINKARD
Vice-Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
September 25, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:03 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Commission. Commissioners Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez, Jose Andrade and Francisco Vega were present. Chairperson Thomas E. Holden was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

O. REPORTS

Housing Department

2. SUBJECT: Terraza de Las Cortes, L.P. by the Housing Authority and Las Cortes, Inc. (173)

RECOMMENDATION: Authorize negotiation of a Partnership Agreement to be returned for approval, between the Housing Authority and Las Cortes, Inc. for purpose of developing and operating a 64 unit multi-family affordable housing project to be known as Terraza de Las Cortes ("Project") on property currently owned by the Housing Authority.

DISCUSSION: The Housing Director reviewed the location of the proposed construction of housing within the Courts area of Colonia and options of the current residents.

The Commissioners discussed: financing of 64 units; date of completion; other development of Courts replacement;

ACTION: Approved as recommended. (Andrade/Vega). Ayes: MacDonald, Flynn, Ramirez Andrade, Vega and Pinkard. Absent: Holden. .

CITY COUNCIL/COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 10:12 p.m. the joint meetings with the City Council and Community Development Successor Agency concluded.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:12 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

IRENE G. PINKARD
Vice-Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

October 2, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

October 9, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
October 16, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Special Meeting

July 31, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:08 p.m., the special meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Successor Agency and Finance Authority. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary; William "Bill" Wilkins, Housing Director; Curtis Cannon, Community Development Director; and Carl Lawson, Interim Housing Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by 3211 Cub Scouts, followed by a moment of silence for Susan Gonzalez, wife of Salvador Gonzalez former Housing Director.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

L. PUBLIC HEARINGS

Chairperson Holden opened the public hearing. The Secretary Designate reported on publication and that there were no written communications received.

Finance Department

1. SUBJECT: Presentation and Adoption of the Fiscal Year 2012-13 Housing Authority Budget. (263)

RECOMMENDATION: At the discretion of the Oxnard Housing Authority Commissioners, adopt **Resolution No. 1263** approving the FY 2012-13 Housing Authority Operating Budget.

DISCUSSION: The Chief Financial Officer reviewed proposed budget including proposed reductions and other cost cutting measures. The Police Chief commented on the hiring process of Police Officers. The Interim Executive Secretary reviewed the cutting process of all departments. The General Services Manager reviewed the costs of the golf course compared to other cities.

Public comments were received from: Steve Nash; Jim Lavery; Larry Stein; Pat Brown; Julie Pena; Lupe Anguiano and Daniel Lechlitter.

The Commissioners commented on: possible budget cutting measures including a one percent cut of all department budgets; proposed increase of fees; the need to approve the budget; and the use of Measure "O" funds.

ACTION: Close the public hearing. (Holden/Pinkard) Approved as recommended with loan from General Funds Reserves and not from Measure "O" and continue examining the budget in the future. (Holden/Pinkard) Ayes: MacDonald, Flynn, Andrade, Vega, Holden, and Pinkard. Noes: Ramirez.

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard Housing Authority of June 12, 19 and 26, 2012, and July 10, 17 and 24, 2012. (001)
RECOMMENDATION: Approve.

Housing Department

12. SUBJECT: Section 8 Management Assessment Program Certification (Form HUD-52648). (173)

RECOMMENDATION: Adopt **Resolution No. 1262:** 1) Approving that the data contained in the Section 8 Management Assessment Program (SEMAP) Certification (Form HUD-52648) for the fiscal year ending June 30, 2012, is accurate; 2) Authorizing the Chairman of the Board of Commissioners to sign the Resolution and Certification (Form HUD-52648); and 3) Authorizing the Housing Director to submit the Certification (Form HUD-52648) to the U.S. Department of Housing and Urban Development (HUD).

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended (Holden/Ramirez) Ayes: MacDonald, Flynn, Ramirez, Andrade, Vega, Holden, and Pinkard.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/COMMUNITY DEVELOPMENT SUCCESSOR AGENCY/FINANCING AUTHORITY

At 11:19 p.m. the joint meetings with the City Council, Community Development Successor Agency and Financing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 11:19 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson



Meeting Date: 10/23/12

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

Prepared By: Karen R. Burnham, Interim City ManagerAgenda Item No. I-2Reviewed By: City ManagerCity AttorneyFinanceOther (Specify)**DATE:** October 16, 2012**TO:** City Council**FROM:** Karen R. Burnham, Interim City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

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

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 10/23/2012

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Purchase Order	General Services - Fleet Services Bill Birch	Rotary Lift Purchase Order No. 4200	Vehicle Lift for Fleet Services Shop at Del Norte Purchase a mobile four-column heavy duty lift for the Fleet Services Shop at Del Norte to enable mechanics to lift large trucks completely off the ground instead of repairs being performed in a prone position. Staff safety and efficiency would be greatly improved with this lift. General Services Administration (GSA) pricing will be used as it was the most competitive compared to the authorized pricing of Southern California dealers. Total Contract Amount: \$41,250 FundingSource: Internal Services	\$41,250
B	Amendment	Police - Police Support Services Jeri Williams 385-7620	City Impact, Inc. Agreement No. 5508-11-PO Amendment 2	Increase Hours Street Outreach Provides Pursuant to Modification of CalGRIP Grant Grant modification approved by State to increase amount of street outreach hours that City Impact provides and provide identifying clothing and equipment to the outreach workers. Total Contract Amount: \$177,197 FundingSource: CalGRIP Grant	\$17,694
20	Original Agreement	Housing - Affordable Housing Assistance Eva S. Magana	Marcos/Socorro Ayala & George Yamasaki Agreement No. 5980-12-HO	Mobilehome Replacement Program Loan The Affordable Housing & Rehab administers on a first-come first serve basis funding as available for Mobilehome Replacement Program. Mr./Mrs Ayala & Mr. Yamasaki have applied and have been approved based on meeting the HUD income guidelines and other requirements. Total Contract Amount: \$123,912 FundingSource: HUD HOME Federal Entitlement	\$123,912
D	Amendment	City Treasurer Danielle Navas 385-7810	GLC Check Cashing Agreement No. 4613-08-CT Amendment 4	Continue Service with GLC Check Cashing for Utility Payment Collection This service is to process utility payments off site of the Civic Center Customer Service location. Dollar amount represents an estimated per transaction yearly cost. This service accommodates those customers in the south end of the community. Total Contract Amount: \$26,450 FundingSource: Enterprise Utility Funds	\$5,400

ATTACHMENT
PAGE 1 OF 3

#1
3

City Manager Contract List for 10/23/2012

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E Original Agreement	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	Ameron International Corp. Agreement No. A-7533	X-ray Inspection Testing Testing services of the welds for the welded steel pipe for the Phase 1 Backbone Hueneme Road Project. Total Contract Amount: \$54,000 FundingSource: Grants and Water Bonds	\$54,000
F Amendment	Development Services - Development Support Cynthia Daniels 385-7871	URS Energy & Construction, Inc. Agreement No. A-7240 Amendment 7	Professional Services for Engineering Support During Construction of Rice/101 HWY Consultant is moving budget between tasks for the support services with no increase or decrease in the total. Changes in tasks exceed \$25,000, requiring the item to be placed on the City Council Agenda. Total Contract Amount: \$1,766,472 FundingSource: Circulation Fees	\$0
G Original Agreement	Finance - Purchasing Bruce Dandy 385-7478	Toshiba Business Solutions Agreement No. 5986-12-FN	Copier Maintenance and Supplies Maintenance and Supply agreement for copiers leased from Toshiba America Business Solutions. This is a five year agreement. Costs based upon estimated costs per copy. RFP process used to select copier vendor. Total Contract Amount: \$160,000 FundingSource: Various Funds	\$160,000
H Original Agreement	Finance - Purchasing Bruce Dandy 385-7478	Toshiba America Business Solutions Agreement No. 5985-12-FN	Copier Lease Agreement Lease of copiers to replace various copiers throughout the City. This is a five year lease. RFP process to select best overall solution. Total Contract Amount: \$170,000 FundingSource: Various funds	\$170,000
I Change Order	Housing Ruth Johnson Hopkins 385-7404	Omega Construction, Inc. Agreement No. HO1-A-7494 Change Order 3	Rehabilitation Work at 2051 Mariposa Street Removal of dryrotted wood and installation of new wood on the decks in front of units A & B, and the replacement of a wall heater in unit B. Additional work discovered upon removal of upper layers of the deck surface. Wall heater was missing various components and needed replacement. Total Contract Amount: \$212,732 FundingSource: Neighborhood Stabilization Program (NSP)- Grant	\$4,300

ATTACHMENT

PAGE 2 OF 11

City Manager Contract List for 10/23/2013

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
J Amendment	General Services Cyndi Hooksira	TKC Enterprises, Inc. Agreement No. 4511-08-CM	NFL Training Camp Event Planning Event planning, coordination and on-site security. This amendment covers the additional planning meetings and coordinating activities between the City, hotel, Cowboys and other entities for the 2012 preparation of the camp and to schedule a closing camp debriefing meeting. Total Contract Amount: \$184,210 FundingSource: General Fund	\$5,500
K Original Agreement	Information Systems Tom Clock 385-7558	Verizon Business Agreement No. 5989-12-CM	Citywide Internet Access Provides upgraded Citywide Internet access to City facilities. Verizon is City's phone and citywide communications vendor. Total Contract Amount: \$82,512 FundingSource: Internal Service Fund	\$82,512

OXNARD

CALIFORNIA

ACTION

- ☐ Approved Recommendation
☐ Ord. No(s). _____
☐ Res. No(s). _____
☐ Other _____

TYPE OF ITEM

- ☒ Info/Consent
☐ Report
☐ Public Hearing (Info/consent)
☐ Other _____

Prepared By: Patricia Friend

Agenda Item No. I-3

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: September 20, 2012

TO: City Council

FROM: Michael Henderson, General Services Superintendent
 City Manager Department

SUBJECT: 2nd Amendment to Agreement No. A-7425 -On-Call Engineering Services

RECOMMENDATION

That City Council approve the Second Amendment to Agreement A-7425 for On-Call Engineering Services provided by Penfield & Smith Engineering and authorize the City Manager to execute this second amendment in the amount of \$250,000 making the new agreement total to \$500,000.

DISCUSSION

In order to ensure compliance with the City's plan check process, staff determined that many small projects within the City required the services of a licensed engineering firm to assist in plan preparation. In 2011 the City General Services Division issued an RFP to select an on-call engineering service for the City. The City received and reviewed six firms and Penfield & Smith Engineering was selected. A multi-year agreement with options to renew and a not to exceed \$250,000 amount was issued to them in July, 2011. A first amendment was approved to revise the not to exceed amount from \$250,000 to \$500,000 and to extend the expiration date to August 31, 2013. This second amendment is a request to revise the not to exceed amount from \$250,000 to \$500,000. Work under this agreement is assigned by Task Order and are requested by all City departments. Any task order request over \$25,000 will be reviewed by Contract Compliance Review Committee (CCRC) and submitted to Council under "Agreements for City Council Review" on the information consent calendar. This increase of the allowable not to exceed amount is to ensure there are no delay of multiple projects. The City does not have staff to provide these services and this on-call engineering service allows for timely processing of critical design and construction work.

FINANCIAL IMPACT

This is a City wide use agreement and funds are allocated by various departments for the services on a project by project basis. Departments will be required to return to Council for new appropriations if existing funding is insufficient.

MH/pcf

Attachment #1 – Second Amendment
 #2 – First Amendment
 #3 - Original Agreement

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 27nd day of November, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant"). This Second Amendment amends the Agreement entered into on July 12, 2011, by City and Consultant. The Agreement previously has been amended on January 31, 2012, by a First Amendment.

City and Consultant agree as follows:

1. In Section 14 of the Agreement, the amount not to exceed '\$500,000.00' is deleted and replaced with '\$750,000.00'.
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

PENFIELD & SMITH ENGINEERS

Dr. Thomas E. Holden, Mayor

Hady Izadpanah, P.E., President & CEO

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

Karen R. Burnham, Interim City Manager

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

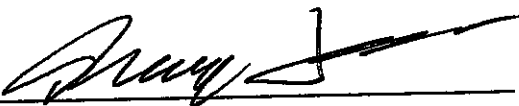
This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of January, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant"). This First Amendment amends the Agreement entered into on July 12, 2011, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on August 31, 2012' is deleted and replaced with 'will expire on August 31, 2013'.
2. In Section 14 of the Agreement, the amount not exceed '\$250,000' is deleted and replaced with '\$500,000.00'.
3. As so amended, the Agreement remains in full force and effect.

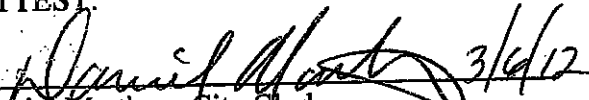
CITY OF OXNARD

PENFIELD & SMITH ENGINEERS

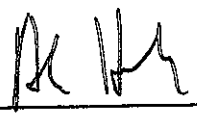

Dr. Thomas E. Holden, Mayor


Hady Izadpanah, P.E., President & CEO

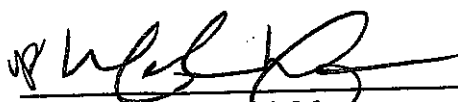
ATTEST:


Daniel Martinez, City Clerk

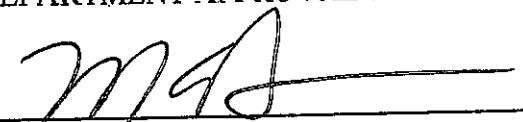
APPROVED AS TO FORM:

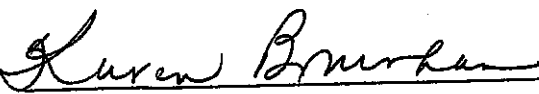

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:


Michael Henderson, Superintendent
CM General Services


Karen Burnham, Interim City Manager

ATTACHMENT NO. 2

PAGE 1 OF 1

COUNCIL APPROVAL
DATE: 3-6-12 AGENDA # 1-5

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith Engineers ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either Civil, Structural Engineering and Land Surveying Services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Project Manager, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sal Contreras, Senior Engineer as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 18, 2011, and expire on August 31, 2012. There may be multi-year options to renew this agreement.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant for the first annual term in an amount not to exceed \$250,000.00 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the

Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

Consultant 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 out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

40. Notices

- a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield & Smith Engineers, 1327 Del Norte Road, Ste. 200, Camarillo, CA 93010, Attention: Sal Contreras.
- b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, General Services PPM, 1060 Pacific Ave., Bldg. 2, Oxnard, California 93030, Attention: Patricia Friend.

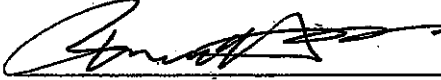
41. Amendment

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

42. Entire Agreement

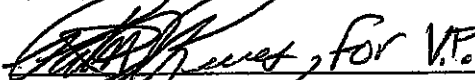
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD



Dr. Thomas E. Holden, Mayor

CONSULTANT: Penfield & Smith Eng.

 For V.P.

Hady Izadpanah, P.E., President & CEO

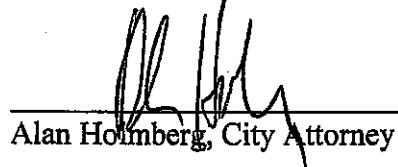
PATRICK J. Reeves PE, VP

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



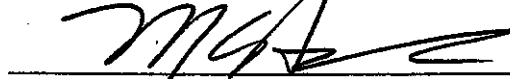
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

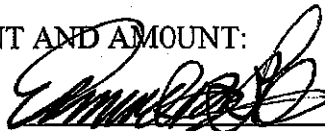


James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:



Michael Henderson, Superintendent
CM General Services



Edmund F. Sotelo, City Manager

Exhibit A

SCOPE OF TYPICAL PROJECT WORK -TASK

The City will assign Task Numbers and shall meet and work with Penfield & Smith to identify a concise description of the individual scope of work to be performed and how Penfield & Smith will complete the Task/Work Scope. It is up to Penfield & Smith to determine the best and most cost-effective method to complete the work so that the project/task can be constructed to the satisfaction of the City. The City and Penfield & Smith will negotiate a lump sum amount based on the agreed upon hourly rates of services for the entire duration of the individual project/task, which will include but not limited to the following services:

- a. Prepare and distribute meeting minutes during design.
- b. Obtain approval of all required permits, City, County, State and Federal.
- c. Design services for all complete design, including during construction, and post construction design services. Assist the City in obtaining all required permits.
- d. Provide quality control.
- e. Perform cost estimates for each milestone.
- f. Perform a constructability analysis.
- g. Construction Services - Review RFI (request for information), submittal, and shop drawings.
- h. Maintain good record keeping.
- i. Provide a schedule of each tasks, and overall design schedule, and construction.
- j. Schedule monthly owner meetings or as necessary during design.
- k. Provide value engineering recommendations to City staff members and architect/engineer.
- l. Keep daily communication or as required with City staff and consultants.
- m. Other duties as may be required by City staff.

ATTACHMENT 3
EXHIBIT A
PAGE 10 OF 14

PENFIELD & SMITH

EXHIBIT B

RATES UNDER AGREEMENT A-7425

**MULTI-YEAR AGREEMENT
1ST TERM EXPIRES 8/31/2012**



Penfield & Smith

Engineering • Surveying • Planning
Construction Management

www.penfieldsmith.com

Patrick J. Reeves
Principal Engineer/Vice President

tel 805-981-0706 ext. 104
fax 805-981-0251
cel 805-795-8400

pjr@penfieldsmith.com

1327 Del Norte Road, Ste 200
Camarillo, CA 93010



Penfield & Smith

Engineering • Surveying • Planning
Construction Management

www.penfieldsmith.com

Hady Izadpanah, P.E.
Principal Engineer
President & CEO

tel 805-963-9532 ext. 138
fax 805-966-9801

hi@penfieldsmith.com

111 East Victoria Street
Santa Barbara, CA 93101

ATTACHMENT 3

EXHIBIT B

PAGE 11 OF 14

LABORATORY SERVICES
SOIL

Expansion Index: UBC Std 29-2; ASTM D 4829	\$131.00
Swell of Soils: ASTM D 4546 (modified):	
Undisturbed	\$115.00
Remolded to Specific Density	\$143.00
Maximum Density/Optimum Moisture Test: ASTM D 1557 or D 698; CTM 216	
Full Curve (4" Mold)	\$190.00
Full Curve (6" Mold)	\$225.00
Rock Correction for above	\$35.00
Resistance "R" Value of Soils: ASTM D 2844; CTM 301	
Untreated Soils	\$225.00
Soils with Additives	Per Quote
Soil Corrosivity Analysis and Testing	\$211.00
Special Sample Preparation	\$75.00/hour

CONCRETE

Compression Test of Cast Cylinders (all sizes): ASTM C 39	\$17.00
---	---------

ASPHALT CONCRETE

Marshall Method: ASTM D 1559 (Set of 3)	\$125.00
Extraction of Oil from A.C. Mixtures: ASTM D 2172 Method And Sieve Analysis of Extracted Aggregate: ASTM D 5444; AASHTO T 30	\$130.00

AGGREGATE BASE

Sieve Analysis: ASTM C 117, C 136; CTM 202	\$230.00
Resistance "R" Value of Aggregate: ASTM D 2844; CTM 301	\$225.00
Sand Equivalent: ASTM D 2419; CTM 217	\$95.00

Engineering		Construction Management (Cont.)	
Engineering Technician	\$75	Construction Inspector	\$90
Associate Technician	\$85	Prevailing Wage	\$110
Senior Technician	\$95	Senior Construction Inspector	\$100
Designer	\$110	Prevailing Wage	\$115
Senior Designer	\$120	Chief Inspector/Owner's Rep	\$110
Junior Engineer	\$90	Prevailing Wage	\$120
Assistant Engineer	\$110		
Associate Engineer	\$124	Jordan Gilbert & Bain	
Senior I Engineer	\$134	Principal	\$120
Senior II Engineer	\$144	Project Manager	\$95
Principal Engineer	\$165	Clerical	\$55
Surveying & Mapping		Fountainhead Architects	
Survey Technician	\$80	Principal Architect	\$145
Junior Surveyor	\$90		
Assistant Surveyor	\$100	Budlong & Associates	
Associate Surveyor	\$125	Principal	\$155
Senior I Surveyor	\$140	PM/Sr. Eng/ Sr. Des	\$130
Senior II Surveyor	\$155	Designer	\$120
Principal Surveyor	\$175	Senior Drafter/CAD	\$95
One-Man Survey Crew	\$170	Drafter / CAD	\$80
Prevailing Wage	\$185	Clerical	\$55
Two-Man Survey Crew	\$200		
Prevailing Wage	\$230	Rincon Consultants	
Planning		Principal I	\$165
Planning Technician	\$70	Supervising Sr. Biologist I	\$140
Senior I Planner	\$130	Senior Biologist I	\$105
Senior II Planner	\$140		
Principal Planner	\$160	Collings & Associates	
Assistant Planner	\$100	Principal Engineer	\$140
Associate Planner	\$115	Senior Engineer	\$125
Junior Planner	\$85	Staff Engineer	\$95
Construction Management		Designer	\$80
Construction Technician	\$90	CAD/Drafting	\$70
Assistant Construction Manager	\$100	Admin	\$45
Associate Construction Manager	\$124		
Senior I Construction Manager	\$134	Li & Associates	
Senior II Construction Manager	\$144	Principal	\$165
Principal Construction Manager	\$165	Vice President	\$155
		Project Engineer	\$120
		Drafting	\$85
		Clerical	\$60

Earth Systems

Staff Engineer/Geologist/Scientist	\$95
Project Engineer/Geologist/Scientist	\$95
Principal/Geologist/Scientist	\$110
Laboratory Rates	\$75
Haz.Mat Disposal	Cost+20%

Group I

Field, Solid & Material Tester	\$75
--------------------------------	------

Group II

Deputy Inspector	\$75
Deputy Grading Inspector	\$75

Group III

Non-Destructive Testing	\$75
-------------------------	------

See Attached for Laboratory Rates

General

Technical/Clerical Support	\$65
Outside Consultant	Cost + 10%
Reimbursable Expenses	Cost + 10%

*Rates are to be evaluated and adjusted yearly based on the Bureau of Labor Statistics
Consumer Price Index*



Meeting Date: 10 / 23 / 12

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

Prepared By: May Roque *MR*Agenda Item No. I-4Reviewed By: City Manager *LRB*City Attorney *MT*Finance *UC*Other (Specify) N/A**DATE:** October 15, 2012**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent
City Manager's Office *MA***SUBJECT:** Agreement with Silvas Oil Company for Fuel and Car Wash Service**RECOMMENDATION**

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 4222) with Silvas Oil Company ("Silvas") for a 120-day period from November 1, 2012, to February 28, 2013, in an amount not to exceed \$1,000,000, for unleaded gasoline and diesel fuel from Silvas' pumps and for off-site car wash service for City vehicles and equipment through a fuel card system.

DISCUSSION

The Fleet Services Division of General Services is responsible for providing maintenance, repair, and fuel for the City's 900+ fleet of vehicles and equipment. Fleet Services maintains and repairs the fleet at its two locations—at the Corporate Yard located at 1060 Pacific Avenue and at 111 Del Norte Boulevard.

In 2011, the City issued Request for Bids No. FS11-01 for the provision of cardlock fuel (unleaded and diesel fuel from off-site vendor's pumps using a fuel card), bulk fuel and lubricants (oil, grease, and transmission fluid) delivered to select City sites, and off-site car wash service. On June 28, 2011, City Council approved the agreement with Silvas through Blanket Purchase Order No. 3820 for the provision of cardlock fuel and car wash service in an amount not to exceed \$2,500,000 for period July 1, 2011-June 30, 2012. (Another vendor, General Petroleum Corporation, was selected to provide bulk fuel and lubricants per the Request for Bids.) A provision of the blanket purchase order with Silvas allowed for its renewal on a year-to-year basis for a maximum period of five years.

In May 2012, Silvas was working on a remediation plan for an underground fuel spill which had occurred at their Oxnard fueling station on 1230 East Fifth Street. The City considered the time it would take to complete the site's remediation and allowed the extension of the agreement with Silvas for 120 days (four months) instead of a year. On June 26, 2012, City Council approved the agreement extension with Silvas from July 1, 2012-October 31, 2012, under Blanket Purchase Order No. 4022, in an amount not to exceed \$1,000,000.

Remediation on the site is ongoing and progressing according to the City's satisfaction. Fleet Services staff is recommending extending the agreement with Silvas Oil Company for cardlock fuel and car wash service for an additional 120-day period from November 1, 2012 to February 28, 2013. Based on FY2011-12 cardlock fuel expenses of \$2,607,528 and car wash expenses of \$8,800, it is estimated that for the 120-day extension, cardlock fuel expenditures would amount to approximately \$869,000 and car wash expenditures would amount to approximately \$3,000.

FINANCIAL IMPACT

The Fleet Services Division is an internal service fund, and City departments are charged for fuel and car wash service they use. Anticipated revenues for FY 2012-13 are expected to support the agreement for period November 1, 2012-February 28, 2013, in an amount not to exceed \$1,000,000.

mmoar

Attachment #1 – Blanket Purchase Order No. 4222



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

**PURCHASE
ORDER NO.
004222**

DATE: 10/15/2012

VENDOR #: 4505
VENDOR ADDRESS: SILVAS OIL COMPANY INC
P.O. BOX 1048
FRESNO, CA 93714

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	
02/28/2013				USE THIS VENDOR FOR PAYME	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

AGREEMENT WITH SILVAS OIL COMPANY 11/1/12-2/28/13

Effective date: 10/15/2012

Expiration date: 02/28/2013

Not to exceed: 1,000,000.00

UNLEADED FUEL/DIESEL FUEL/CAR WASH SERVICES
BY ACCEPTANCE OF THIS PURCHASE ORDER YOU ACCEPT
THE TERMS AND CONDITIONS OF THE CITY OF OXNARD.

TOTAL PURCHASE AMOUNT

\$0.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____
Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk



Meeting Date: 10/23/2012

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

Prepared By Earnel Bihis, Traffic Engineering

Agenda Item No. I-5

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

Public Works

DATE: October 9, 2012

TO: City Council

FROM: Matthew Winegar, Development Services Director [Signature]

SUBJECT: Victoria Avenue Route Transit Stops Project [Signature]

RECOMMENDATION

That City Council adopt plans, specifications and working details for Project Specification No. DS13-09 for the installation of bus stops at two locations along Channel Islands Blvd. and 11 locations along Victoria Ave.

DISCUSSION

The proposed project will install bus shelters, metal benches, trash bins, bicycle racks, concrete bus pads, concrete sidewalks, signs and striping at two locations along Channel Islands Blvd. and 11 locations along Victoria Ave. The project will support the new Victoria Avenue Corridor Transit Service that will be provided by Gold Coast Transit. The transit service, known as Gold Coast Transit Route 21, is scheduled to be in operation on February 10, 2013.

FINANCIAL IMPACT

The estimated cost to install bus shelters, benches, trash bins, concrete bus pads, concrete sidewalks, signs and striping is \$423,000. Funds appropriated into Project No. 133108 from Congestion Mitigation and Air Quality Mitigation Grant and Air Pollution Buydown Fund with a total of \$423,580.00 will be used to procure and construct this project. After the project bids are received and evaluated, staff will return to City Council to recommend award to the lowest responsive and responsible bidder.

MGW/EB

Attachment #1 – Copy of the Approved Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: July 9, 2012

Phone: 7871

Reason for Appropriation:

Design and construct transit stops and related improvements for new and existing bus routes for Gold Coast Transit.

Accounts and Descriptions

AMOUNT

Fund: **FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)**

Revenues/Transfers In

Transit Services CIP - Transit Stops 2012- 2015 (Project 133110)		
275-3125-531.72-01	FEDERAL GRANT REVENUES	272,000
Transit Services CIP - Victoria Rt. Transit Stops (Project 133108)		
275-3125-531.72-01	FEDERAL GRANT REVENUES	375,000
Sub-total Revenues		647,000

Expenditures/Transfers Out

Transit Stops 2012-2015 (133110)		
275-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	24,000
275-3125-826.86-04	IMPROVEMENTS NOT BLDG--NEW	248,000
Victoria Rt. Transit Stops (133108)		
275-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	31,000
275-3125-826.86-04	IMPROVEMENTS NOT BLDG--NEW	344,000
Sub-total Expenditures		647,000

Net Change to Fund Balance 0

Net Appropriation Change 647,000



Approvals

Department Director

Chief Financial Officer

City Manager

SBA# (Finance Use Only) 2

BA Doc# (Finance Use Only) 1302-02

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION
ATTACHMENT # 1



Meeting Date: 10/23/2012

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

Prepared By: James Cameron

Agenda Item No. I-6

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: October 10, 2012**TO:** City Council**FROM:** James Cameron
Chief Financial Officer**SUBJECT:** State Controller Financial Transactions Report**RECOMMENDATION**

That City Council receive the State Controller Financial Transactions Report and make the report available per sections 53891 and 53893 of the Government Code.

DISCUSSION

California Government Code section 53891 requires the City to provide to the State Controller a report of financial transactions within 110 days of the end of the fiscal year in electronic format as prescribed by the Controller. The attached report was submitted electronically to the State Controller as stipulated. Section 53893 requires that the City Clerk make copies of the report available to the public at a charge not to exceed twenty-five cents.

In addition, sections 40804 and 40805 require that a summary of this report be published in a newspaper of general circulation no later than 120 days after the close of the fiscal year. The summary is scheduled to be published October 27, 2012 as stipulated in the Government Code.

Upon completion of the Fiscal Year 2012 Comprehensive Annual Financial Report, a presentation of last year's financial results will be made to the City Council.

FINANCIAL IMPACT

This is an informational item with no financial impact.

Attachment #1 - State Controllers Financial Transactions Report

#2 - Summary of the State Controllers Financial Transactions Report

City of Oxnard
Cities Financial Transactions Report - Consolidated Statement of Assets, Liabilities,
and Fund Balances/Working Capital
Balance Sheet

Fiscal Year 2012

	General	Special Revenue	Debt Service	Capital Projects
Total Assets	41,714,216	91,661,081	140,394	8,845,078
Less: Non Current Assets				
Net Current Assets	41,714,216	91,661,081	140,394	8,845,078
Total Liabilities	7,954,165	38,271,232	7,418	176,375
Non-Current Liabilities				
Net Current Liabilities	7,954,165	38,271,232	7,418	176,375
Working Capital	33,760,051	53,389,849		8,668,703
Fund Equity	33,760,051	53,389,849	132,976	8,668,703
Contributed Capital				
Investment in General Fixed Assets				
Retained Earnings				
Reserved				
Unreserved				
Fund Balance				
Reserved			132,976	
Unreserved-Designated	18,093,783	7,658,112		
Unreserved-Undesignated	15,666,268	45,731,737		8,668,703
Total Fund Equity	33,760,051	53,389,849	132,976	8,668,703

ATTACHMENT NO. 2
PAGE 1 OF 3

City of Oxnard
Cities Financial Transactions Report - Consolidated Statement of Assets, Liabilities,
and Fund Balances/Working Capital
Balance Sheet

Fiscal Year 2012

	Enterprise	Internal Service	Trust and Agency
Total Assets	736,685,334	19,329,444	21,277,211
Less: Non Current Assets	621,085,127	3,166,254	
Net Current Assets	115,600,207	16,163,190	21,277,211
Total Liabilities	417,130,841	14,033,585	21,277,211
Non-Current Liabilities	389,296,976	7,506,564	
Net Current Liabilities	27,833,865	6,527,021	21,277,211
Working Capital	87,766,342	9,636,169	0
Fund Equity	319,554,493	5,295,859	0
Contributed Capital	86,256,551		
Investment in General Fixed Assets			
Retained Earnings			
Reserved			
Unreserved	233,297,942	5,295,859	
Fund Balance			
Reserved			
Unreserved-Designated			
Unreserved-Undesignated			
Total Fund Equity	319,554,493	5,295,859	0

ATTACHMENT NO. 2
PAGE 2 OF 3

City of Oxnard
Cities Financial Transactions Report - Consolidated Statement of Assets, Liabilities,
and Fund Balances/Working Capital
Balance Sheet

Fiscal Year 2012

	<u>General Fixed Assets</u>	<u>General Long Term Debt</u>	<u>Total</u>
Total Assets	1,460,547,214	89,993,210	2,470,193,182
Less: Non Current Assets	1,460,547,214	89,993,210	2,174,791,805
Net Current Assets	0	0	295,401,377
Total Liabilities		89,993,210	588,844,037
Non-Current Liabilities		89,993,210	486,796,750
Net Current Liabilities		0	102,047,287
Working Capital			193,221,114
Fund Equity	1,460,547,214		1,881,349,145
Contributed Capital			86,256,551
Investment in General Fixed Assets	1,460,547,214		1,460,547,214
Retained Earnings			0
Reserved			0
Unreserved			238,593,801
Fund Balance			0
Reserved			132,976
Unreserved-Designated			25,751,895
Unreserved-Undesignated			70,066,708
Total Fund Equity	1,460,547,214		1,881,349,145

ATTACHMENT NO. 2
PAGE 3 OF 3



Meeting Date: 10/23/12

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

Prepared By: Larry White *AW*Agenda Item No. I-7Reviewed By: City Manager *gpb*City Attorney *SMF*Finance *gpb*

Other (Specify) _____

DATE: October 9, 2012**TO:** City Council
Housing Authority Board of Commissioners**FROM:** William E. Wilkins, Housing Director *[Signature]***SUBJECT:** Affordable Housing Loan Agreement in the Total Sum of \$3.3 Million and Agreement of Limited Partnership of Terraza de Las Cortes, L.P. Project Located within the Las Brisas Specific Plan.**RECOMMENDATION:**

- (1) That the City Council approve and authorize the Mayor to execute an Affordable Housing Predevelopment and Construction Loan Agreement (A-7538) with Terraza de Las Cortes, L.P. in the amount of \$3,300,000 from the City's Affordable Housing In-Lieu Fees ("AHILF") and the City's Affordable Housing In-Lieu Fee Housing Trust Fund ("AHILFHTF") for the development of Terraza de Las Cortes; and.
- (2) That the Oxnard Housing Authority Board of Commissioners approve the agreement of Limited Partnership of Terraza de Las Cortes and authorize the Housing Director to execute the agreement (A-7537).

DISCUSSION:

Terraza de Las Cortes involves the development of 4.29 acres located within the Las Brisas Specific Plan. The scope of the development is to construct 64 affordable two and three bedroom housing units on the vacant parcel. The proposed project is permitted under the Las Brisas Specific Plan and ready to develop.

The Affordable Housing Predevelopment and Construction Loan Agreement ("Loan Agreement") establishes the conditions under which the City will loan \$3,300,000 of In-Lieu Fees to the partnership for the purposes of developing, constructing and operating an affordable housing project. Ultimately, when the property is acquired by the partnership, a deed of trust and a regulatory agreement will be recorded against the property securing the obligations of the Loan Agreement.

The project is structured as a public-private partnership involving the Housing Authority and Las Cortes, Inc. (The City's non-profit affordable housing development entity). Ultimately, the Housing Authority and Las Cortes will serve as general partners in the newly formed Terraza de Las Cortes, L.P., which partnership will operate and maintain the affordable housing project.

The initial partnership agreement, which is being approved by the Commission, provides that Las Cortes will act as the general partner and the Housing Authority will act as the limited partner. At this time, the partnership is being formed for the limited purpose of applying for low income housing tax credits. The proposed partnership agreement is a placeholder agreement that will ultimately be replaced with a more robust partnership agreement once an equity investor is selected to purchase the low income housing tax credits that have been allocated to the partnership. Also, at that time, the Housing Authority will be replaced as the limited partner by the equity investor and the Housing Authority will become a general partner with Las Cortes in the partnership.

Upon formation of this entity, the requisite insurance certificates will be provided to the City's Risk Manager in accordance with the loan document. No requisitions of funds will be made until such documents are received and approved by the Risk Manager.

The Terraza de Las Cortes Financial Projection, attachment number three indicates the preliminary financial model for the project.

All of the residential units constructed as a part of the Terraza de Las Cortes project will be made available exclusively to (and occupied by) persons and families of very low, low and moderate income affordable rents.

FINANCIAL IMPACT:

The \$3.3 million shown in the Affordable Housing Loan Agreement were allocated by the City Council at its September 18, 2012 meeting.

Attachment #1 - Affordable Housing Predevelopment and Construction Loan Agreement (A-7538)

Attachment #2 Agreement of Limited Partnership of Terraza de Las Cortes, L.P. a California Limited Partnership (A-7537)

Attachment #3 Terraza de Las Cortes Financial Projection

**AFFORDABLE HOUSING PREDEVELOPMENT AND
CONSTRUCTION LOAN AGREEMENT
(TERRAZA DE LAS CORTES)**

This Affordable Housing Predevelopment and Construction Loan Agreement ("Loan Agreement") is made as of this 23rd day of October, 2012, by and between the City of Oxnard, a municipal corporation ("Lender") and Terraza de Las Cortes, L.P., a California limited partnership ("Borrower").

RECITALS

A. Lender wishes to promote the development of more affordable rental housing in neighborhoods in need of revitalization in the City and to provide a greater choice of housing opportunities for persons and families with low incomes.

B. Borrower is processing entitlements for sixty-four units of multi-family affordable housing on property currently owned by the Housing Authority of the City of Oxnard. The property is a 4.29 acre vacant parcel located in Oxnard, California as more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property").

C. Lender has "In Lieu Fees" collected by Lender pursuant to the provisions of City of Oxnard Ordinance Nos. 2545 and 2615 for the purpose of expanding the supply of decent, safe, sanitary and affordable housing for low income persons and families.

D. A total of three million three hundred thousand dollars (\$3,300,000) of In Lieu Fees will be loaned to Borrower pursuant to this Loan Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Loan Agreement, attached Exhibits, or documents incorporated into this Loan Agreement by reference.

1.1 "ANNUAL FINANCIAL STATEMENT" means the financial statement prepared at Borrower's expense and prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants reasonably acceptable to Lender, which shall form the basis for determining the Residual Receipts.

1.2 **"ASSISTED UNIT"** means any of the thirty-one (31) housing units on the Property which are supported by funds under this Loan Agreement.

1.3 **"BORROWER"** is Terraza de Las Cortes, L.P., a California limited partnership and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.4 **"CITY"** means the City of Oxnard, a municipal corporation.

1.5 **"DEED OF TRUST"** is that certain deed of trust, assignment of rents, and security agreement placed on the Property and the improvements to be constructed thereon as security for the Loan by Borrower as trustor with Lender as beneficiary attached hereto as Exhibit C. The terms of the Deed of Trust have been incorporated into this Loan Agreement.

1.6 **"ESCROW HOLDER"** means the person or entity designated by the Borrower and approved by Lender to hold that portion of the Loan proceeds not previously disbursed to Borrower and other documents until receiving written instructions to record the documents and disburse the remaining funds.

1.7 **"HAZARDOUS MATERIALS"** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards at the time of such use.

1.8 **"HUD"** means the United States Department of Housing and Urban Development.

1.9 **"IMPROVEMENTS"** means any improvements and development of the Property.

1.10 **"INSURANCE REQUIREMENTS"** means the insurance coverage which must be in full force and effect during the term of the Regulatory Agreement, as specified in Exhibit E.

1.11 **"LENDER"** means the City of Oxnard, a municipal corporation and its authorized representatives, officers, officials, directors, employees, and agents.

1.12 **"LOAN"** means the loan of funds in the total amount of Three Million Three Hundred Thousand Dollars (\$3,300,000) from the Lender to the Borrower as provided in this Loan Agreement to provide permanent financing for the Project.

1.13 **"LOAN AGREEMENT"** means this loan agreement entered into between Lender and Borrower.

1.14 **"LOAN DOCUMENTS"** are collectively the Loan Agreement, the Note, the Deed of Trust, and the Regulatory Agreement, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.15 **"LOW INCOME HOUSEHOLD"** means a household whose annual income does not exceed sixty percent (60%) of the median income for the Ventura County Metropolitan Statistical Area as determined by HUD with adjustments for household size

1.16 **"MEDIAN INCOME"** means the median income for Ventura County Metropolitan Statistical Area as determined by HUD with adjustments for household size.

1.17 **"NOTE"** means the promissory note executed by the Borrower in favor of Lender in the amount of Three Million Three Hundred Thousand Dollars (\$3,300,000) to evidence the Loan substantially in the form attached hereto as Exhibit B.

1.18 **"NOTICE OF COMPLETION"** shall mean the notice that shall be filed by the Borrower with the Ventura County Recorder at completion of construction. Borrower shall not unreasonably delay filing the Notice of Completion.

1.19 **"OPERATING EXPENSES"** shall mean, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including without limitation painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, cash deposited into reserves for capital replacements with respect to the Project in an amount not to exceed reserve requirements reasonably imposed by any lender, cash deposited into an operating reserve in an amount not to exceed the amount reasonably required by any lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, repayment of any deferred development fees and any required debt service under senior loans (including, but not limited to, the secured debt referenced in Section 5.11 (B) of the Loan Agreement). Operating Expenses may include the payment to Borrower of a reasonable partnership management fee and a reasonable asset management fee. Operating Expenses may also include a deferred developer fee. The Operating Expenses shall be reported in the Annual Financial Statement.

1.20 **"PAYMENT DATE"** shall mean April 30 of the year following the issuance of the first Certificate of Occupancy for the Project, and each April 30 thereafter until the loan is paid in full or otherwise terminated.

1.21 **"PROJECT"** means the operation and management of the Property according to the terms of this Loan Agreement.

1.22 **"PROPERTY"** means a 4.29 acre vacant parcel located in Oxnard, California, as more particularly described in Exhibit A, which is incorporated into this Loan Agreement by this reference.

1.23 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as a Very Low or Low Income Household.

1.24 **"QUALIFYING RENT"** means the total annual charges for rent, utilities, and related services to each Low Income Household which shall not exceed thirty percent (30%) of the income for a Low Income Household.

1.25 **"REGULATORY AGREEMENT"** means the regulatory agreement executed by Borrower and Lender, attached as Exhibit D, and recorded against the Property in the Official Records of Ventura County which regulates the use of the Assisted Units.

1.26 **"RESIDUAL RECEIPTS"** means for any calendar year Revenues reduced by Operating Expenses.

1.27 **"REVENUE"** means all income derived from the Project, including but not limited to rent from the units and income from laundry operations.

ARTICLE 2 TERMS OF THE LOAN

2.1 **LOAN.** On and subject to the terms and conditions of the Loan Documents, Lender agrees to make and Borrower agrees to accept a loan with the following terms:

2.2 **AMOUNT.** The principal amount of the Loan shall be an amount not to exceed Three Million Three Hundred Thousand Dollars (\$3,300,000) and shall be evidenced by the Note.

2.3 **INTEREST.** Subject to the provisions of Section 2.4, the Note shall bear interest at a rate of three percent (3%) simple interest from the date on which the principal amount of the Loan is initially advanced to Borrower through the fifty-five (55) year amortizing loan term.

2.4 **DEFAULT INTEREST.** In the event of a default by Borrower of any of its obligations under this Loan Agreement and expiration of applicable cure periods, Borrower shall pay to Lender interest on the outstanding principal of the Loan, at an annual rate equal to the lesser of (i) ten percent (10%) or (ii) the highest interest allowed by law, from the date of the default until the date that the default is cured or the Loan is repaid in full.

2.5 **TERM OF LOAN.** The principal of the Loan shall be due and payable on the earlier of: (a) fifty-five (55) years from the date of the Note, or (b) the date the Property is sold. In the Event of Default by Borrower, which has not been cured as provided for in this Loan Agreement, all current and accrued interest shall be due and payable.

2.6 USE OF FUNDS. Loan proceeds shall be used for those predevelopment and construction expenses.

2.7 SECURITY. Borrower shall secure its obligation to repay the Loan by executing a Deed of Trust and recording it as a lien against the Property at the time the Property is conveyed from the Housing Authority of the City of Oxnard to Borrower.

2.8 REPAYMENT OF THE LOAN. Borrower shall make annual payments on the Loan from Residual Receipts. On or before each Payment Date the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with an amount equal up to ten percent (10%) of the Residual Receipts for the preceding calendar year. Lender shall review and approve the percentage amount to be paid by Borrower and the Annual Financial Statement, or request revisions, within sixty (60) days after receipt. In the event Lender fails to approve or disapprove the Annual Financial Statement within the sixty (60) day period, Borrower may request a written determination of approval or disapproval following the expiration of such period. In the event Lender fails to provide a written determination to Borrower within ten (10) days following the receipt of Borrower's request for determination, the Annual Financial Statement shall be deemed approved. In the event that Lender determines that there is an understatement in the amount and payment of Residual Receipts due to Lender, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. If contested, Borrower has the right to pay under protest. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, if any, then the cumulative interest owed, if any, then to reduce the principal amount of the Loan. In any event all principal owed and all current and accrued interest of the Loan shall be due and payable as provided in Section 2.5 above.

2.9 PREPAYMENT OF LOAN. No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amount prior to the end of the term described herein. However, prepayment of the Loan shall not affect Borrower's obligations under the Regulatory Agreement.

2.10 RECORDING. Concurrent with Borrower's acquisition of the Property, Escrow Holder shall record the Deed of Trust and the Regulatory Agreement with the Recorder for the County of Ventura, and shall deliver conformed copies of the recorded documents to the Lender and Borrower.

ARTICLE 3 LOAN DISBURSEMENTS

3.1 **CONDITIONS PRECEDENT TO DISBURSEMENT.** Lender shall not be obligated to make any disbursements of the Loan proceeds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior to the disbursement of the Loan:

A. There exists no Event of Default nor any act, failure, omission or condition that with the giving of notice or passage of time would constitute an Event of Default;

B. Borrower has executed and delivered to Lender all documents, instruments, and policies required under the Loan Documents;

C. Borrower has provided to Lender a certificate of insurance or copy of the insurance policy, which policy shall be satisfactory to the Lender and which conforms to Exhibit E;

D. Borrower has complied with all reporting requirements set forth in this Loan Agreement.

3.2 **DISBURSEMENT OF LOAN PROCEEDS.** Disbursement of Loan proceeds shall not exceed Three Million Three Hundred Thousand Dollars (\$3,300,000). Lender must approve all requests for payment prior to disbursement of Loan proceeds for development and construction costs incurred on the Project.

ARTICLE 4 DEVELOPMENT OF PROJECT

4.1 **SCOPE OF WORK.** Before commencement of any development and construction of the Project site, Borrower shall submit to Lender for its review and approval the final scope of work for the Project. Borrower shall develop and construct the Project in substantial conformance with the scope of work and any modifications thereto approved in writing by Lender.

4.2 **COMPLETION OF PROJECT.** Borrower shall diligently prosecute development of the Project to completion. Borrower shall provide proof of completion as evidenced by the recording of a Notice of Completion.

4.3 **FINANCING.** Borrower shall promptly inform Lender in writing of any changes in the amount, terms, and/or sources of financing or funding for the Property acquisition and Project development work.

4.4 **CONTRACTS AND SUBCONTRACTS.** All development work and professional services for the Project shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California.

All costs incurred in acquisition of the Property and development, construction and operation of the Project shall be the responsibility and obligation solely of Borrower.

4.5 ADDITIONS OR CHANGES IN WORK. Lender must be notified in a timely manner of any changes in the work required to be performed under this Loan Agreement. A written change order authorized by Lender must be obtained before any changes, additions, or deletions may be performed. If Lender has not responded to a written request for a change order by Borrower within ten (10) days of receipt of such request by Lender, such request shall be deemed approved by Lender. Consent to any additions, changes, or deletions to the work shall not release Borrower from any other obligations in the Loan Documents.

4.6 INSPECTIONS. Borrower shall permit and facilitate, and require its contractors to permit and facilitate, observation and inspection at the job site by Lender and by public authorities during reasonable business hours for the purposes of determining compliance with this Loan Agreement.

4.7 SITE SUPERVISION. During the development of the Project, Borrower shall maintain a full time site superintendent to supervise all development and construction work on the Property. The site superintendent shall be on-site during all work hours.

4.8 CONSTRUCTION RESPONSIBILITIES. Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Project, including, but not limited to, the quality and suitability of the construction work, the supervision of construction work, the qualifications, financial condition, and performance of all contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by Lender with reference to the Project is solely for the purpose of determining whether Borrower is properly discharging its obligations to Lender, and should not be relied upon by Borrower or by any third parties as a warranty or representation by Lender as to the quality of the development and construction of the Project.

4.9 BARRIERS TO THE DISABLED. The Project shall be developed and the Property shall be maintained to comply with all applicable federal, state, and local requirements for access for disabled persons.

4.10 LEAD-BASED PAINT AND ASBESTOS REMOVAL. Borrower and its contractors and subcontractors shall not use lead-based paint or asbestos in the development and construction of the Property and shall comply with Federal Regulations 24 C.F.R., 29 C.F.R., 40 C.F.R., Title X, California O.S.H.A., California health codes, and all County standards. Borrower shall incorporate or cause to be incorporated this provision in all contracts and subcontracts for work performed on the Property which involves the application of paint and/or other construction-related surfaces.

4.11 MECHANICS LIENS AND STOP NOTICES. If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on Lender or any other lender or other third party in connection with the Project, Borrower shall, within sixty (60) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such

lien or stop notice by delivering to Lender a surety bond in sufficient form and amount, provide Lender with a lien-free endorsement or provide Lender with other assurance reasonably satisfactory to Lender that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Lender may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternatively, Lender may require Borrower to immediately deposit with Lender the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof Lender may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

Borrower shall file a valid notice of cessation or notice of completion upon cessation of work on the Project for a continuous period of 30 days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes Lender, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest in the Project and Property.

4.12 RELOCATION. If and to the extent that development of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws.

4.13 UNAVOIDABLE DELAY IN PERFORMANCE. The time for performance of provisions of this Loan Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Project or this Loan Agreement which is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; quarantine restrictions; or freight embargoes or other events beyond the reasonable control of the party claiming the delay. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within five (5) calendar days from the commencement of the cause, and such extension of time is either accepted by the other party in writing, or is not rejected in writing by the other party within ten calendar days of receipt of the notice. In any event, construction of the Project must be completed no later than ninety (90) calendar days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Loan Agreement may also be extended for any cause for any period of time by the mutual written agreement of Lender and Borrower.

ARTICLE 5 OPERATION

5.1 OPERATION OF PROJECT. Borrower shall operate and manage the Project after completion in full conformance with the terms of the Regulatory Agreement.

Borrower shall agree to maintain and operate the Assisted Units so as to provide decent, safe, and sanitary housing and provide each of the Assisted Units in the Project with the same level of services (including security), amenities, and maintenance as are applied to the other dwelling units in the Project. Any optional services provided must be available to all residents under the same terms and conditions.

5.2 ASSISTED UNITS. The thirty-one (31) designated Assisted Units shall meet the following standards:

- A. Be similarly constructed and of comparable quality to all other units in the Project and;
- B. Provide tenants access and enjoyment of all common areas and facilities of the Project on the same basis as tenants of other units.

5.3 INCOME CERTIFICATION. Borrower shall limit for the full term of the Regulatory Agreement the rental of Assisted Units to Qualifying Households according to the schedule contained in Regulatory Agreement. The income levels and other qualifications of applicants for Assisted Units shall be certified within sixty (60) business days of the household's expected occupancy of one of the Assisted Units and annually thereafter.

5.4 AFFORDABILITY RESTRICTIONS. Thirty-one (31) units in the Project shall be designated as Assisted Units. The Assisted Units must be occupied, or reserved for occupancy by Qualifying Households.

5.5 ASSISTED UNIT RENTS. Rents for Assisted Units shall be limited to Qualifying Rents as set forth in the Regulatory Agreement. At least sixty (60) calendar days prior to increasing rents on any Assisted Unit on the Project, Borrower shall submit to the Lender for review and approval a written request for such increase. Qualifying Households shall be given at least thirty (30) days written notice prior to any rent increase. Provided such increased rent does not exceed the Qualifying Rents for such year, Lender shall approve such request.

5.6 MAXIMUM RENTAL CHARGES.

A. For the Assisted Units, the total charges for rent, utilities, and related services to each Qualifying Household shall not exceed thirty percent (30%) of sixty percent (60%) of Median Income. Initial rents for the Assisted Unit shall be as set forth in the Regulatory Agreement. Annual rent increases shall be calculated by Lender based on the change in permissible rents published annually by HUD.

B. Borrower shall annually certify each tenant household's gross income and make any rent adjustment pursuant to the terms of the Regulatory Agreement.

5.7 CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY. Any conflicts between the restrictive provisions contained in this Loan Agreement, Note, Deed of Trust, Regulatory Agreement, and any other agreements in

connection with the Loan which affect the Property, are to be resolved by applying the more restrictive covenants or restrictions which affect the Property.

5.8 NONDISCRIMINATION. Borrower shall not discriminate or segregate in the rehabilitation, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.8 RECORDS. Borrower shall be accountable to Lender for all funds disbursed to Borrower pursuant to the Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from said Loan funds for not less than three years after completion of the Project. Records must be kept accurate and current. Lender shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Borrower shall promptly comply with all requirements or conditions of the Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly supply, upon the request of Lender, any and all information and documentation which involves the Project and cooperate with Lender in the development and construction of the Project.

5.9 AUDITS. Borrower shall make available for examination at reasonable intervals and during normal business hours to Lender all books, accounts, reports, files, and other papers or property with respect to all matters covered by these Loan Documents, and shall permit Lender to audit, examine, and make excerpts or transcripts from such records. Lender may make audits of any conditions relating to this Loan.

5.10 ENCUMBRANCE OF PROPERTY. Except as otherwise provided in this Loan Agreement, Borrower shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property, except with the prior written consent of Lender. Borrower shall notify Lender in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Project or Property, and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of Borrower or otherwise.

5.11 SUBORDINATION. Lender shall subordinate the obligations of this Loan Agreement, and the attached Regulatory Agreement and Deed of Trust to be recorded on the

Property, to construction or permanent financing obligations for the Project, including any regulatory agreement required by the State of California. Borrower and Lender shall cooperate in the execution of any such subordination agreement required to perfect such subordinations.

5.12 TRANSFER OF PROPERTY. Borrower has not made or created, and shall not, make or permit any sale, assignment, conveyance, lease (other than the leasing of units in the Project pursuant to an approved lease), or other transfer of this Loan Agreement, the Project, or the Property, or any part thereof, without the prior written consent of Lender. Notwithstanding the above, Lender hereby agrees that a transfer of the interests of Borrower's limited partners is permitted and shall not constitute a default of this Loan Agreement. In addition, notwithstanding anything contained in this Loan Agreement, a removal of the general partner of the Borrower for cause by the limited partners, pursuant to the terms of the Borrower's partnership agreement is permitted and does not constitute a default of this Loan Agreement.

5.13 FEES, TAXES, AND OTHER LEVIES. Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful.

5.14 DAMAGE TO PROPERTY. If any building or structure on the Property is damaged or destroyed by an insurable cause, Borrower shall, at its cost and expense, diligently undertake to repair or restore said buildings and structures consistent with the original Scope of Work for the Project if Borrower reasonably determines that such restoration or repair is economically feasible. Such work or repair shall be commenced within 120 days after the damage or loss occurs and shall be complete within one year from such commencement, subject to any extensions of time granted pursuant to the provisions of Section 4.13. Subject to Borrower's election to rebuild, all insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall make up the deficiency.

ARTICLE 6 INDEMNITY AND INSURANCE

6.1 INDEMNITY AND INSURANCE. Borrower hereby agrees to defend, indemnify and save harmless the Lender and to procure and maintain insurance in accordance with the provisions of Exhibit E attached hereto and incorporated herein by reference.

6.2 NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS. No officials, employees and agents of Lender shall be personally liable to Borrower for any obligation created under the terms of these Loan Documents.

ARTICLE 7 HAZARDOUS MATERIALS

7.1 REPRESENTATIONS AND WARRANTIES. After reasonable investigation and inquiry, Borrower hereby represents and warrants to the best of its knowledge, as of the date of this Loan Agreement and except as previously disclosed and acknowledged in writing by Lender or as disclosed by the reports based on environmental audit(s) performed on the Property and submitted to Lender, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property) or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.2 NOTIFICATION TO LENDER. Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials of which Borrower becomes aware on or under the Property requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Borrower's reasonable satisfaction) that the Property does not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Property or on any real property located within 2,000 feet of the Property that could cause the Property or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.3 USE AND OPERATION OF PROPERTY. Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of the Property shall use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Project to comply with Hazardous Materials Laws.

7.4 REMEDIAL ACTIONS. If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest below.

7.5 RIGHT OF CONTEST. Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if (a) the contest is based on a material

question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or attachment being contested by Borrower under the conditions of this section.

7.6 ENVIRONMENTAL INDEMNITY. Borrower shall defend, indemnify, and hold Lender free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring prior to or during Borrower's use or occupancy of the Property.

ARTICLE 8 DEFAULT AND REMEDIES

8.1 EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this Loan Agreement:

A. Monetary. (1) Borrower's failure to pay when due any sums payable under the Note or any advances made by Lender under the Deed of Trust or this Loan Agreement; (2) Borrower's use of Loan funds for costs other than approved costs or for uses inconsistent with other terms and restrictions in the Loan Documents; (3) Borrower's failure to obtain and maintain the insurance coverage required under this Loan Agreement; (4) Borrower's failure to make any other payment or assessment due under the Loan Documents; (5) Borrowers failure to pay taxes; (6) Borrower's default under other debt secured by the Property after the applicable notice and cure periods have expired;

B. Project Development and Construction. (1) Borrower's substantial deviation in the development and construction work specified in the scope of work submitted to Lender, without Lender's prior written consent; (2) Borrower's use of defective or unauthorized materials or defective workmanship in development and construction of the Project; (3) Borrower's failure to commence or complete construction work according to the schedule specified in this Loan Agreement; (4) the cessation of construction work prior to completion of the Project for a period of more than twenty-one (21) continuous calendar days without proper justification; (5) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to Lender upon Lender's reasonable request; (6) Borrower's failure to substantially comply with any applicable federal, state, or local laws or Lender policies governing Project development and construction;

C. Operation. (1) Discrimination by Borrower on the basis of characteristics prohibited by applicable law or (2) the imposition of any encumbrances or liens on the Property without Lender's prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust;

D. General performance of Loan obligations. Any substantial breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed in the Loan Documents;

E. General performance of other obligations. Any substantial or continuous breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed by any other agreements, including any grant agreements, with respect to the financing, construction, or operation of the Project or the Property, whether or not Lender is a party to such agreement which may materially impair Lender's security;

F. Representations and warranties. A determination by Lender that its security has or will be materially impaired due to the fact that any of Borrower's representations or warranties made in the Loan Documents, or any certificates, documents, or schedules supplied to Lender by Borrower were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from Lender;

G. Damage to Property. Material damage or destruction to the Property by fire or other casualty, if Borrower does not take steps to reconstruct the Property as required by the Loan Documents;

H. Bankruptcy, dissolution, and insolvency. Borrower's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or ninety (90) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or ninety (90) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

8.2 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE. For all Events of Default, Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such to completion which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure. The Lender has the sole discretion to determine whatever additional reasonable time is needed to cure. Notwithstanding anything to the contrary contained herein, a cure by the limited partner of Borrower shall be accepted as if cured by Borrower itself.

8.3 LENDER'S REMEDIES. Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default within the time specified in Section 8.2 above, Lender's obligation to disburse Loan proceeds shall terminate, and Lender may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

A. Terminate this Loan Agreement, in which event the entire principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents including administrative costs, shall immediately become due and payable at the option of Lender;

B. Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents;

D. Enter the Property and take any actions necessary in its judgment to complete development of the Project, including without limitation (1) making changes in the Scope of Work or other work or materials with respect to the Project, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete development of Project as needed to preserve Lender's interest in seeing the Project completed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

F. Order immediate stoppage of development of Project and demand that any condition leading to the Event of Default be corrected before development of Project may continue;

G. Disburse from Loan proceeds any amount necessary to cure any monetary default;

H. Enter upon, take possession of, and manage the Property, either in person, by agent, or by a receiver appointed by a court, and collect rents and other amounts specified in the assignment of rents in the Deed of Trust and apply them to operate the Property or to pay off the Loan or any advances made under the Loan Documents, as provided for by the Deed of Trust;

I. Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust;

J. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

K. Pursue any other remedy allowed at law or in equity. Nothing in this section is intended or shall be construed as precluding Lender from proceeding with a nonjudicial foreclosure under the power of sale contained in the Deed of Trust in the Event of Default by Borrower.

ARTICLE 9 GENERAL PROVISIONS

9.1 BORROWER'S WARRANTIES. Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of these Loan Documents and the Regulatory Agreement, and to otherwise carry out the Project, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Project and to execute the Loan Documents, (4) that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower, (5) that there has been no substantial adverse change in Borrower's financial condition since the date of application for this loan such as judgment liens, tax liens, mechanic's liens, bankruptcy, etc.; and (6) that all representations in the Borrower's loan application (including all supplementary submissions) are true, correct and complete in all material respects and are offered to induce Lender to make this loan.

9.2 MONITORING AND EVALUATION. Except as otherwise provided for in this Loan Agreement, Borrower shall maintain and submit records to Lender within ten (10) business days of Lender's request which clearly document Borrower's performance under each requirement of the Loan Documents.

9.3 CONFLICTS OF INTEREST. Borrower covenants that:

A. Except for approved eligible administrative or personnel costs, no person described in subsection (B) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. The Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

B. The conflict of interest provisions of Section 9.3(A) above apply to any person defined in California Government Code section 1090 and an employee, agent, consultant, officer, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

9.4 **POLITICAL ACTIVITY.** None of the funds, materials, property or services contributed by Lender or Borrower under this Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.5 **TERM OF THIS AGREEMENT.** This Loan Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan.

9.6 **GOVERNING LAW.** The Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.7 **STATUTORY REFERENCES.** All references in the Loan Documents or Regulatory Agreement to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the City of Oxnard shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.8 **TIME.** Time is of the essence in these Loan Documents.

9.9 **CONSENTS AND APPROVALS.** Any consent or approval of Lender or Borrower required under the Loan Documents shall not be unreasonably withheld or conditioned. Any approval required under the Loan Documents shall be in writing and executed by an authorized representative of the party granting the approval.

9.10 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Borrower and Lender as follows:

LENDER: City of Oxnard
Affordable Housing Program
435 South D Street
Oxnard, CA 93030
Attn: Housing Director

BORROWER: Terraza de Las Cortes, L.P.
435 South D Street
Oxnard, CA 93030

Attn: President

9.11 BINDING UPON SUCCESSORS. All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Loan Agreement by Borrower without Lender's consent.

9.12 RELATIONSHIP OF PARTIES. The relationship of Borrower and Lender for this Project under this Loan Agreement is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Project, the Property, or the Loan.

9.13 ASSIGNMENT AND ASSUMPTION. Borrower shall not assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except as specifically permitted under the terms of the Loan Documents, without the prior written consent of Lender. Any unauthorized assignment shall be void.

9.14 WAIVER. Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of its obligations under the Loan Documents. Consent by Lender to any act or omission by Borrower shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

9.15 INTEGRATION. This Loan Agreement and the other Loan Documents, including exhibits, executed by Borrower for the Property, if any, contain the entire agreement of the parties and supersede any and all prior negotiations.

9.16 OTHER AGREEMENTS. Borrower represents that it has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with the terms of the Loan Documents without an express waiver by Lender in writing.

9.17 AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to the Loan Documents must be in writing, and shall be made only if executed by both Borrower and Lender.

9.18 SEVERABILITY. Every provision of this Loan Agreement is intended to be severable. If any provision of this Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

(signatures appear on next page)

IN WITNESS WHEREOF, Lender and Borrower have caused this Loan Agreement to be executed by their duly authorized representatives.

City:

THE CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Finance Director

Borrower:

TERRAZA DE LAS CORTES, L.P. a
California limited partnership

By: LAS CORTES, INC., a California
nonprofit public benefit corporation, its
general partner

Name: Bryan A. MacDonald
Title: President

APPROVED AS TO FORM:

Mark S. Manion, Special Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 2:

A PORTION OF SUBDIVISION 32 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL. DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF THE PARCEL OF LAND SHOWN AS "19.90 ACRES" ON THE MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 17, PAGE 25 RECORDS OF SURVEYS, DISTANT EASTERLY 25.08 FEET FROM THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE

1ST: EASTERLY ALONG SAID NORTHERLY LINE 384.11 FEET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 409.19 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID PARCEL; THENCE,

2ND: SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT IN THE SOUTHERLY LINE OF SAID PARCEL; THENCE,

3RD: WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT IN A LINE PARALLEL WITH AND DISTANT 25.08 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SAID PARCEL; THENCE,

4TH: NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

EXCEPT THE NORTHERLY 397.03 FEET THEREOF.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES ON, IN AND UNDER OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL FOR, DEVELOP, PRODUCE AND TAKE ANY OF SAID SUBSTANCES FROM SAID PROPERTY, BUT NOT AT A POINT NEARER THAN 500 FEET FROM THE SURFACE OF SAID LAND; WITH NO RIGHT, HOWEVER, TO GO UPON THE SURFACE OF SAID LAND FOR ANY OF SAID PURPOSES, AS RESERVED BY HARLEY CULBERT AND JENNIE CULBERT, IN DEED RECORDED MAY 13, 1955, IN BOOK 1290, PAGE 8 OF OFFICIAL RECORDS.

PARCEL 4:

THOSE PORTIONS OF SUBDIVISION 32 OF THE RANCHO EL RIO DE SANTA CLARA O'LA COLONIA, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN THE OFFICE OF THE COUNTY CLERK OF SAID COUNTY IN THAT CERTAIN ACTION ENTITLED "THOMAS A. SCOTT, ET AL., PLFFS. VS. RAFAEL GONZALES, ET AL. DEFTS.", DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE PARCEL OF LAND SHOWN AS "19.90 ACRES", IN THE MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY IN BOOK 17, PAGE 25 OF RECORDS OF SURVEY, DISTANT EASTERLY 25.08 FEET FROM THE NORTHWESTERLY CORNER OF SAID PARCEL; THENCE EASTERLY ALONG SAID NORTHERLY LINE 384.11 FEET TO A POINT IN A LINE PARALLEL WTH AND DISTANT 409.19 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID PARCEL; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A POINT OF THE SOUTHERLY LINE OF SAID PARCEL; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO A POINT IN A LINE PARALLEL WTH AND DISTANT 25.08 FEET EASTERLY OF, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID PARCEL; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE NORTHERLY 297.03 FEET.

ALSO EXCEPT THEREFROM THAT PORTION LYNG SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTHERLY 297.00 FEET.

ALSO EXCEPT THEREFROM ALL OIL, GAS MINERAL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT TTO DRILL FOR, DEVELOP, PRODUCE AND TAKE ANY OF SAID SUBSTANCES FROM SAID PROPERTY, BUT NOT AT A POINT NEARER THAN 500 FEET FROM THE SURFACE OF SAID LAND; WITH NO RIGHT, HOWEVER, TO GO UPON THE SURFACE OF SAID LAND FOR ANY OF SAID PURPOSES, AS RESERVED BY HARLEY CULBERT AND JENNIE CULBERT, IN DEED RECORDED MAY 13, 1955, IN BOOK 1290, PAGE 8 OF OFFICIAL RECORDS.

EXHIBIT B

PROMISSORY NOTE

PROMISSORY NOTE
Affordable Housing Assistance
(Secured by Deed of Trust)

\$3,300,000

Oxnard, California
_____, 2012

FOR VALUE RECEIVED, the undersigned, Terraza de Las Cortes, L.P., a California limited partnership ("Borrower"), hereby promises to pay to the order of the City of Oxnard, a California municipal corporation ("Lender"), the principal sum of Three Million Three Hundred Thousand Dollars (\$3,300,000) with interest on the unpaid balance thereof from the date of each advance evidenced by this Note set forth above until repaid at the rate of three percent (3%) simple interest (except as otherwise provided herein). The term Loan as used herein, means the Loan evidenced by this Note. The Loan is made pursuant to the terms of an Affordable Housing Predevelopment and Construction Loan Agreement (the "Loan Agreement") dated as of October 23, 2012, and Regulatory Agreement ("Regulatory Agreement") executed concurrently herewith between Borrower and Lender. Both principal and interest are payable as hereinafter provided, to Lender at 300 W. Third Street, Oxnard, California 93030, Attention: Finance Director, or at such other place as from time to time may be designated by the holder of this Note.

All of the provisions of this Note are agreements which are secured by the Deed of Trust securing this Note. A default in observance of any of the provisions is a default with consequences under the Deed of Trust. All terms not otherwise defined in this Note have the meaning assigned to such terms in the Agreement.

1. **DEFINITIONS.** The following definitions apply to this Note:

- A. **Borrower:** Terraza de Las Cortes, L.P.;
- B. **Lender:** The City of Oxnard, California, a municipal corporation;
- C. **Property:** Certain real property and improvements located in the City of Oxnard, State of California and as more particularly described in Exhibit A attached hereto and incorporated in full herein by this reference.
- D. **Deed of Trust:** The Deed of Trust, of even date with this Note, which deed of trust secures performance of Borrower's obligations under this Note;
- E. **Note:** This promissory note;
- F. **Residual Receipts:** means, in a particular calendar year, the amount by which Revenue (as defined below) exceeds Operating Expenses (as defined below).
 - (a) Revenue shall mean all income derived from the Project, including but not limited to rent from the units and income from laundry operations.

- (b) Operating Expense shall mean, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Project, including without limitation painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, lease payments if any, cash deposited into reserves for capital replacements with respect to the Project in an amount not to exceed reserve requirements reasonably imposed by any lender, cash deposited into an operating reserve in an amount not to exceed the amount reasonably required by any lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, repayment of any deferred development fees and any required debt service under senior loans. Operating Expenses may include the payment to Borrower of a reasonable partnership management fee and a reasonable asset management fee. Operating Expenses may also include a deferred developer fee. The Operating Expenses shall be reported in the Annual Financial Statement.
- (c) Revenue, Operating Expenses, and any other information necessary to establish Residual Receipts shall be determined from financial statements prepared under accounting principles generally accepted in the United States of America and audited by Certified Public Accountants as may be chosen by Borrower and accepted in writing by Lender. Lender's acceptance of accountant chosen by Borrower shall not unreasonably be withheld.

2. **PAYMENT PROVISIONS:** The following payment provisions apply to this Note:

- A. **Promise to Pay.** Borrower promises to pay to the order of Lender the principal sum of Three Million Three Hundred Thousand Dollars (\$3,300,000), plus interest thereon and other charges due under this Note, all in the manner provided below. Interest shall accrue at the rate of 3% simple interest on funds advanced, commencing on the date of each advance. All payments received shall be applied first to the charges which Lender is entitled to impose under this Note and the Deed of Trust, then to interest, and then to principal.
- B. **Payments.** Borrower promises to pay interest, principal, and all other sums which may become due on the Note as follows:
 - (1) All sums outstanding under this Note shall be due and payable 55 years from the date Borrower becomes the owner of the Property.

- (2) All sums outstanding under this Note shall without any reduction become immediately due and payable upon any default under this Note, or upon any transfer (including hypothecation) of the Property securing payment of this Note not permitted by the Loan Agreement, upon any change in ownership or composition of the Borrower not permitted, or upon any breach or default of the Loan Agreement or the Regulatory Agreement.
- (3) All other payments shall be made annually, commencing on April 30 of the year following the issuance of the first Certificate of Occupancy for the Project, and each April 30 thereafter;
 - i. Payments shall be in the amount of up to 10% of Residual Receipts, as approved by Lender, for the year preceding the date on which payment is due; and
 - ii. The first payment shall be due April 30 of the year following the issuance of the first Certificate of Occupancy for the Project and shall be based upon Residual Receipts calculated for the year in which the City issued the first Certificate of Occupancy for the Project.

3. **PAST DUE PRINCIPAL AND INTEREST.** Any amount of principal or interest on the Loan or any fee or expense or other amount payable hereunder shall, to the extent permitted by law, bear interest from such payments due date until paid at the rate of 10% per annum, which interest shall be immediately due and payable.

4. **NO DEDUCTIONS, NO OFFSETS.** All payments of principal and interest hereunder shall be made without deduction of any present and future taxes, levies, duties, imposts, deductions, charges or withholdings imposed by any existing or future law, rule, regulation, treaty, directive or requirement whether or not having the force of law, which amounts shall be paid by Borrower. Borrower will pay the amounts necessary such that the gross amount of the principal and interest received by Lender is not less than that required by this Note. All stamp and documentary taxes shall be paid by Borrower. If, notwithstanding the foregoing, Lender pays any such taxes, Borrower will reimburse Lender for the amount paid, as additional interest, within five (5) days of Lender's demand for payment. Borrower will furnish Lender official tax receipts or other evidence of payment of all such amounts.

5. **ABSENCE OF USURY.** Borrower and Lender intend that the Loan be exempt from the restrictions contained in the California usury law, or if not exempt, that the Loan shall be in compliance with any applicable usury law. In furtherance thereof, Borrower and Lender agree that none of the terms and provisions contained in this Note, or in any other instrument executed in connection herewith, shall ever be construed to create a contract to pay for the use, forbearance or detention of money, or interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Therefore, if a court ultimately determines that the Loan is not exempt from the California usury law, or if a court determines that the usury law of another jurisdiction should be applied to the Loan: (a) neither Borrower nor any endorsers or

other parties now or hereafter becoming liable for payment of this Note shall ever be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under applicable law, and the provisions of this Section shall control over all other provisions of this Note and any other instruments now or hereafter executed in connection herewith; (b) if the maturity hereof shall be accelerated for any reason or if the principal of this Note is paid prior to the end of the term of this Note, and as a result thereof the interest received for the actual period of existence of the Loan would be unlawful, the holder of this Note shall refund to Borrower the amount of such excess or shall credit the amount of such excess against the principal balance of the Note then outstanding; and (c) in the event that Lender or any other holder of this Note shall collect monies which are deemed to constitute interest which would increase the effective interest rate on this Note to a rate in excess of that permitted to be charged by applicable law, all such sums deemed to constitute interest in excess of the legal rate shall, upon such determination, at the option of the holder of this Note, be first, credited against the principal balance of this Note then outstanding, and second, returned to the Borrower.

6. **PREPAYMENT.** This Note may be prepaid in whole or in part without penalty or charge.

7. **ATTORNEY'S FEES.** Should the indebtedness represented by this Note or any part thereof be collected at law or in equity or through any bankruptcy (including, without limitation, any action for relief from the automatic stay or any other bankruptcy proceeding) receivership, probate or other court proceedings or by any judicial or non-judicial foreclosure proceeding, or if this Note is placed in the hands of attorneys for collection after default, the Borrower and all endorsers, guarantors and sureties of this Note jointly and severally agree to pay, in addition to the principal and interest due and payable hereon, reasonable attorneys' fees and collection costs and expenses. Should any action be brought to construe, clarify, or obtain a declaration as to the terms of this Note or the parties' obligations under it, the prevailing party in such action shall recover its reasonable attorneys' fees.

8. **WAIVER OF PRESENTMENT.** Borrower, and any and all endorsers, guarantors and sureties of this Note, and all other persons liable or to become liable on this Note, jointly and severally waive presentment for payment, demand, notice of demand and of dishonor and nonpayment of this Note, notice of intention to accelerate the maturity of this Note, protest and notice of protest, diligence in collecting, and the bringing of suit against any other party, and agree to all renewals, extensions, modifications, partial payments, releases or substitutions of security, in whole or in part, with or without notice, before or after maturity. The pleading of any statute of limitations as a defense to any demand against the makers, endorsers, guarantors and sureties is expressly waived by each and all such parties to the extent permitted by law.

9. **LOSS OF NOTE.** Upon notice from any holder to Borrower of the loss, theft, destruction or mutilation of this Note and, upon receipt of indemnity reasonably satisfactory to Borrower from any holder of this note (except that if Lender is the holder of this Note, an indemnification from Lender shall be sufficient) or, in the case of mutilation hereof, upon surrender of the mutilated Note, Borrower will make and deliver a new note of like tenor in lieu of this Note.

10. **SUCCESSORS AND ASSIGNS.** This Note shall be binding upon and shall inure to the benefit of Borrower and Lender, and their successors and assigns.

11. **SEVERABLE PROVISIONS.** Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or enforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

12. **NOTICES.** Notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Note shall be in writing and shall be given by personal delivery, mail or telegram or facsimile and addressed, if to Lender, 435 South "D" Street, Oxnard, California 93030, or if to Borrower, at 435 South "D" Street, Oxnard, California 93030. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the party for whom it is intended at the recipient's address. Notice by mail shall be deemed effective two (2) business days after depositing such notice, certified or registered mail, postage prepaid, properly stamped and sealed, with the United States Postal Service, properly addressed regardless of whether or when the notice is actually received by the addressee. Notice by telegram shall be deemed effective upon the transmission of the telegram, telegraph charges prepaid, to the party for whom it is intended at the recipient's address. Notice by facsimile shall be effective upon transmission. Notice by overnight guaranteed delivery service shall be deemed effective one (1) business day after depositing such notice with said service, charges prepaid and properly addressed. Either party may give notice of any change of address in accordance with the notice procedures described above.

13. **DEFAULT.** Any failure to perform any obligation of Borrower under this Note, the Deed of Trust, the Loan Agreement, or the Regulatory Agreement shall be considered a default hereunder.

14. **JOINT AND SEVERAL.** The obligations of Borrower in this Note shall be joint and several obligations of Borrower and of each Borrower, if more than one, and of each of Borrower's heirs, devisees, legatees, administrators, executors, personal representatives, successors and assigns.

15. **GENDER.** In this Note, whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

16. **TIME OF ESSENCE.** Time is of the essence in this Note and the performance of each of the covenants and agreements contained herein.

17. **GOVERNING LAW.** This Note shall be construed and enforced in accordance with the laws of the State of California.

18. **AUTHORITY.** The person executing this Note represents and warrants that such person has the authority to execute this Note and bind borrower to its provisions.

19. **CAPTIONS AND REFERENCES.** The captions of the Paragraphs of this Note are for the purposes of convenience only and are not intended to be part of this Note and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof. All "Paragraph" references are to the paragraphs of this Note, unless otherwise indicated.

20. **SECURITY.** This Note is secured by a deed of trust executed concurrently herewith, encumbering the property described therein.

21. **NONRECOURSE OBLIGATION.** Except as expressly provided in the second paragraph of this section, the Trustor, and the Trustor's officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Beneficiary with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the Beneficiary, or (b) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Trustor of personal liability for (a) fraud or willful misrepresentation; (b) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (c) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than in accordance with the Deed of Trust; (d) the misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; and (e) payment to the Beneficiary of any rental income or other income arising with respect to the Property received by the Trustor after the Beneficiary has given notice to the Trustor of the occurrence of an Event of Default, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

DISCLOSURES. BORROWER HEREBY ACKNOWLEDGES THAT INTEREST IN THIS NOTE MAY AT TIMES TO BE CALCULATED BY HOLDER ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR AND IS FULLY AWARE THAT SUCH CALCULATIONS MAY RESULT IN AN ACCRUAL AND/OR PAYMENT OF INTEREST IN AMOUNTS GREATER THAN CORRESPONDING INTEREST CALCULATIONS BASED ON A THREE HUNDRED SIXTY-FIVE (365) DAY YEAR.

(Signatures appear on next page)

TERRAZA DE LAS CORTES, L.P.

By: LAS CORTES, INC., a California nonprofit
public benefit corporation, its general partner

Name: Bryan A. MacDonald
Its: President

EXHIBIT C
DEED OF TRUST

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Oxnard
Affordable Housing & Rehab
435 South D Street
Oxnard, CA 93030
Attn: Program Manager

Request recording without fee. Record for the benefit of the
City of Oxnard pursuant to Section 6103 of the Government Code.

(Space above this line for Recorder's use)

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an acceleration clause)
(Secures Promissory Note, Affordable Housing Predevelopment and Construction Loan
Agreement, Regulatory Agreement)

This DEED OF TRUST is made _____, 2012, between Terraza de Las Cortes, L.P., a California limited partnership, herein called TRUSTOR, whose address is 435 South D Street, Oxnard, CA 93030, _____ Title Company, herein called TRUSTEE, and the City of Oxnard, a California municipal corporation (the "City"), herein called BENEFICIARY,

WITNESSETH: That Trustor grants to Trustee in Trust, with Power of Sale, that property located at _____, in the City of Oxnard, which is located in Ventura County, California, as more particularly described in Exhibit A (the "Property") attached hereto and incorporated herein by this reference;

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

This grant is made for the purpose of securing the performance of each agreement of Trustor incorporated by reference or contained herein; and performance of that certain Affordable Housing Predevelopment and Construction Loan Agreement dated October 23, 2012, that certain Regulatory Agreement and Promissory Note in the face amount of \$3,300,000 made by Terraza de Las Cortes, L.P. The Regulatory Agreement and Promissory Note are dated concurrently with this Deed of Trust. This Deed of Trust secures all obligations of each of the foregoing agreements. Any default in the performance of obligations under any of such agreements is a default under each of the agreements and is a default hereunder, and entitles Beneficiary and Trustee to exercise all rights and remedies herein described.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Madera	911	136	San Luis Obispo	1311	137
Alpine	3	130-31	Marin	1849	122	San Mateo	4778	175
Amador	133	438	Mariposa	90	453	Santa Barbara	2065	881
Butte	1330	513	Mendocino	667	99	Santa Clara	6626	664
Calaveras	185	338	Merced	1660	753	Santa Cruz	1638	607
Colusa	323	391	Modoc	191	93	Shasta	800	633
Contra Costa	4684	1	Mono	69	302	San Diego Series	5 1964	14977
Del Norte	101	549	Monterey	357	239	Sierra	38	187
El Dorado	704	635	Napa	704	742	Siskiyou	506	762
Fresno	5052	623	Nevada	363	94	Solano	1287	621
Glenn	469	76	Orange	7182	18	Sonoma	2067	427
Humboldt	801	83	Placer	1028	379	Stanislaus	1970	56
Imperial	1189	701	Plumas	166	1307	Sutter	655	585
Inyo	165	672	Riverside	3778	347	Tehama	457	183
Kern	3756	690	Sacramento	5039	124	Trinity	108	595
Kings	858	713	San Benito	300	405	Tulare	2530	108
Lake	437	110	San Bernardino	6213	768	Tuolumne	177	160
Lassen	192	367	San Francisco	A-804	596	Ventura	2607	237
Los Angeles	T-3878	874	San Joaquin	2855	283	Yolo	769	16
						Yuba	398	693

shall inure to and bind the parties hereto, with respect to the property above described. Said Agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and attached hereto), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein (provided that in the event any said provision is inconsistent with the language in this Deed of Trust, the language of this Deed of Trust shall control), and Beneficiary may charge for a statement regarding the obligation secured hereby; provided the charge therefore does not exceed the maximum allowed by law.

The Trustor acknowledges receipt of a copy of such provisions of such fictitious deed of trust.

If the Trustor shall sell, convey or alienate said property, or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the

beneficiary being first had and obtained, beneficiary shall have the right, at its option, except as prohibited by law, to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be made to him as his address hereinbefore set forth.

SIGNATURE OF TRUSTOR

TERRAZA DE LAS CORTES, L.P. a
California limited partnership

By: LAS CORTES, INC., a California
nonprofit public benefit corporation, its
general partner

Name: Bryan A. MacDonald
Title: President

State of _____)
) ss
County of _____)

On _____, 201__, before me _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

EXHIBIT D
REGULATORY AGREEMENT

Recording Requested by and
When Recorded Return to:

City of Oxnard
305 West Third Street
Oxnard, California 93030

No Recording Fee Required In Accordance
With California Government code Section 6103

SPACE ABOVE THIS LINE FOR RECORDER USE

REGULATORY AGREEMENT
(CITY OF OXNARD)

THIS REGULATORY AGREEMENT (CITY OF OXNARD) ("Regulatory Agreement") is entered into effective _____, 2012, by Terraza de Las Cortes, L.P., a California limited partnership ("Developer") in favor of the City of Oxnard, a municipal corporation ("City") pursuant to and in evidence of an "Affordable Housing Predevelopment and Construction Loan Agreement" executed by Developer concurrently herewith (the "Loan Agreement").

WHEREAS, Developer is or will be the owner of that certain real property in the City of Oxnard ("City"), County of Ventura, State of California ("Property") described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Developer and City have entered into the Loan Agreement in which Developer has agreed to purchase and operate the Property as an affordable housing project, and City has loaned \$3,300,000 to assist development of the assisted units within the affordable housing project (the "Project");

NOW, THEREFORE, IN CONSIDERATION FOR CITY'S ASSISTANCE,
DEVELOPER COVENANTS AND AGREES FOR THE BENEFIT OF CITY AS FOLLOWS:

AGREEMENT

1. Definitions

- a. As used in this Regulatory Agreement, unless a different meaning is apparent from the context or is specified elsewhere in this Regulatory Agreement, the

following words and terms shall have the same meaning given or attributed to them in Title 25 of the California Code of Regulations.

housing costs;
family;
household;
low income household or family;
monthly adjusted income;
monthly income;
rent.

- b. For the purposes of this Regulatory Agreement a low-income household or family, is a household or family with income not greater than 60% of the median income for Ventura County Metropolitan Statistical Area as determined by HUD, adjusted for family size ("AMI").
2. Term. The provisions of this Regulatory Agreement shall remain in effect for a period of 55 years from the date of first occupancy of a unit in the Project.
3. City Contributions. The City has provided funds for development costs of thirty-one (31) affordable apartment units (Assisted Units").
4. City Conditions. The Project shall meet all City conditions rules and regulations and shall be required to have approval of the Oxnard Planning Commission and City Council as required by City ordinances, resolutions, regulations and requirements.
5. Affordability Requirements. The Assisted Units shall be made available and rented only to low income households or families earning 60% or less of AMI which may include extremely low and very low income households or families. The Assisted Units will be rented at rents which are not greater than 30% of 60% of the AMI.
6. Construction. All work on the Project shall be performed by contractors, licensed under the laws of the State of California, as Developer may employ from time to time to execute such work. Developer shall comply with all federal, State and local laws and regulations pertaining to construction of the Project, including laws relating to competitive bidding and payment of prevailing wages, to the extent the same may be applicable. All work shall be performed in a workmanlike and quality fashion, free of encumbrances and liens, in full compliance with all applicable requirements of the Uniform Building Code and the Oxnard City Code. In addition to all other obligations of Developer as set forth in this Regulatory Agreement, Developer shall seek and obtain all necessary governmental approvals for the Project and shall pay all permit application fees and development exactions then prescribed by city ordinance or resolution at the time of submittal, unless such fees or exactions are waived by City. Nothing herein excuses compliance by Developer with any or all City ordinances, resolutions or procedures in connection with development of the Project.

7. Maintenance. Developer shall, at all times during the term of this Regulatory Agreement, cause the Property and the Project to be maintained in good condition and repair regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City and any of its employees, agents, contractors or designees shall have the right to enter upon the Project at reasonable times and in reasonable manner to inspect the project.
8. Reports. Developer will provide City with reports and records as follows:
 - a. Developer understands and agrees that City may, at any time, request information that may be required for the purpose of making necessary reports to the Department of Housing and Urban Development and State Department of Housing and Community Development, or for otherwise evaluating Developer's progress and performance pursuant to this Regulatory Agreement. In the event of such requests, Developer shall comply by providing the appropriate data within 15 working days from the date of any such request.
 - b. Developer further understands and agrees that the records and additional information described in this paragraph are required to be retained on a continuing basis for a period of 5 years after this Regulatory Agreement has expired.
 - c. Developer further understands and agrees that its failure to comply with any and all reporting and data submission requirements of this paragraph 8 may be deemed by City to be evidence of cessation of operation under the Regulatory Agreement or conversion to an unapproved change in use, requiring recovery of loan funds pursuant to the Regulatory Agreement, provided, however, that a failure to comply with the reporting and data submission requirements shall not be deemed to be cessation of operation under the Regulatory Agreement or a conversion to an unapproved change unless Developer has failed to cure such failure to comply within 30 days after City gives Developer a "notice to cure", or if the failure cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure.
 - d. All financial transactions must be supported by complete and verifiable source documents. Records shall provide a clear audit trail.

The affordability requirements contained in this Regulatory Agreement constitute covenants, conditions and restrictions that run with the land. Subject to the provisions of paragraph 16 below, if Developer fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within 30 days after City has notified Developer in writing of the default or if the default cannot be cured within 30 days, fails to commence to cure within 30 days and thereafter diligently pursue such cure, City shall have the right to enforce this Regulatory Agreement by any means permitted by law, including an action at law or in equity to compel Developer's performance of its obligations, and/or for damages.

9. Hold Harmless Indemnification.

- a. Developer shall at all times defend, indemnify and save City and the City of Oxnard Housing Authority ("Housing Authority"), including their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, harmless against any and all claims, lawsuits, judgment, demands and liability against City, or the Housing Authority, all of their boards, council members, commissioners, agencies, departments, officers, employees, agents and volunteers, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the operations conducted or subsidized in whole or in part by City related to this Regulatory Agreement, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of City or any other indemnitee. Developer is not obligated to indemnify City or others for claims based upon their use of information provided by Developer, provided the information itself is accurate. Developer shall at all times indemnify and hold harmless City, its officers and employees, from all loss, litigation, liability, damage, or expense, including, without limitation, potential tenant relocation costs arising under this Regulatory Agreement and/or any subcontract which Developer enters into relating to implementation of the Project.
- b. Developer'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 Borrower is obligated to indemnify and hold harmless.

10. Modifications. This Regulatory Agreement is subject to written modification and termination as necessary by City in accordance with requirements contained in any future federal legislation and regulations. All other modifications must be in written form and approved by both parties. To the extent that any lender to, or equity investor in, the Project requires changes to this Regulatory Agreement, which changes do not materially affect the basic affordability, reporting, and enforcement provisions hereof, the City agrees to cooperate to effect such changes within a reasonable time.

11. Sale Of Property/Change Of Use. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Regulatory Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Regulatory Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the loan funds provided to Developer under this Regulatory Agreement are made on the condition that Developer and all subsequent owners, or other successors and assigns of the Property and/or Project lease and rent the Units in accordance with the terms and conditions stipulated in paragraph 5 of this Regulatory Agreement, and in the Regulatory Agreement for a

shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Regulatory Agreement may also be extended in writing by the mutual agreement of City's Housing Director and Developer.

17. Benefit Of Agreement. This Regulatory Agreement and every provision hereof is for the exclusive benefit of Developer and City and not for the benefit of any other party. There shall be no incidental or other beneficiaries of any of Developer's or City's obligations under this Regulatory Agreement.

18. Enforcement Of Agreement. If any terms, provisions, conditions or covenants in this Regulatory Agreement, or the application thereof to any party or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Regulatory Agreement, or the application of such terms, provisions, conditions or covenants to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Regulatory Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. Governing Law. The terms of this Regulatory Agreement shall be interpreted according to the laws of the State of California.

20. Rights of Mortgage Holders. The provisions of these Covenants do not limit the right of the holder of any mortgage, deed of trust or other lien or encumbrance to exercise any of its remedies for the enforcement of any pledge or lien upon the Property, recorded prior in time to this Regulatory Agreement or to which this Regulatory Agreement has been subordinated in writing. In the event of any foreclosure under any such mortgage, deed of trust, or other lien or encumbrance, or a sale pursuant to any power of sale included in any such mortgage or deed of trust, the purchaser or purchasers and their successors and assigns and the Property shall not be subject to conditions, restrictions and covenants contained in Paragraphs 5, 6, and 8 hereinabove.

21. City Successors. City, its successors and assigns, is deemed the beneficiary of the covenants contained herein, without regard to technical classification and designation. The covenants shall run in favor of City, its successors and assigns, without regard to whether City has been, remains, or is an owner of any land or interest therein.

22. Modification. City and its successors and assigns, and Developer and its successors and assigns shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants or restrictions contained in these covenants without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property: provided, however, that the obligations set forth in paragraph 20 shall not be subject to modification without the consent of any affected lienholder.

23. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, national origin, sex, age,

disability, marital status, sexual preference, creed, ancestry, familial status, medical condition, or retaliation for having filed a discrimination complaint, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Developer itself or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number use or occupancy of buyers, tenants, lessees, subtenants, sublessees, or vendees of the Property.

The Developer shall refrain from restricting the rental, sale or lease of the Property to any person on the basis of race, color, religion, ancestry, familial status, national origin, sex, age, disability, marital status, sexual preference, creed, ancestry, medical condition, or retaliation for having filed a discrimination complaint. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

“The transferee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.0 of the Government code, in the sale, lease sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lesses, subtenants, sublesses, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

IN WITNESS WHEREOF, City and Developer have executed this Regulatory Agreement.

(NOTARIZATION REQUIRED)

City:

THE CITY OF OXNARD

Developer:

TERRAZA DE LAS CORTES, L.P. a
California limited partnership

By: LAS CORTES, INC., a California
nonprofit public benefit corporation, its
general partner

Dr. Thomas E. Holden, Mayor

Name: Bryan A. MacDonald
Title: President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

EXHIBIT E
INSURANCE REQUIREMENTS

**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**). 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.

10/12

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

DATE _____

Page 47 of 51

		\$500,00
		0 & listed sub-consultant
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS		
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. 300 W. Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

Rev. 10/12

INS-A.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ Claims Made

☐ COMPREHENSIVE GENERAL LIABILITY

Retroactive Date _____

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED
OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ _____

☐ _____

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

Name: _____

Address: _____

Telephone: () _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or - If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____	

Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030	I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____
--	---

Rev. 10/12

INS

**AGREEMENT OF LIMITED PARTNERSHIP
OF
TERRAZA DE LAS CORTES, L.P.
A CALIFORNIA LIMITED PARTNERSHIP**

AGREEMENT OF LIMITED PARTNERSHIP

Article 1. Identification

This Agreement of Limited Partnership (this "Agreement") is dated as of October __, 2012, and is entered into by and between LAS CORTES, INC., a California nonprofit public benefit corporation ("General Partner") and the Housing Authority of the City of Oxnard, a public body, corporate and politic ("Limited Partner"). The General Partner and the Limited Partner are referred to in this Agreement individually as a "Partner" and collectively as the "Partners."

Article 2. Partnership Formation

2.1 By this Agreement, the Partners join together to form a California limited partnership (the "Partnership") pursuant to the Uniform Limited Partnership Act of 2008 as set forth in California Corporations Code §§15900-15912.07. ("Act"). The Partners have formed this Partnership for the purposes described in Article 5.

2.2 In accordance with the Act, the General Partner shall prepare, execute and file a Certificate of Limited Partnership with the California Secretary of State.

Article 3 Name

The name of the partnership is TERRAZA DE LAS CORTES, L.P.

Article 4. Place of Business

The principal place of business of the Partnership shall be 435 South D Street, Oxnard, CA 93030.

Article 5. Purpose

The purpose of the Partnership is to (i) own that certain real property known as Parcels 2 and 4, Oxnard, California, designated with Ventura County Assessor's Parcel Number: LLA 080229-0032363 ("Property"), (ii) develop the Property into a 64 unit apartment complex to be used as rental housing for low and very low income individuals, and (iii) pursue any other activities related or incidental to the foregoing.

Article 6. Term

The Partnership shall commence on the date the General Partner files the Certificate of Limited Partnership in accordance with Section 2.2 and shall continue until terminated in accordance

with the Act.

Article 7. Control and Management by the General Partner

7.1 Subject to the voting rights of the Limited Partner as provided in this Agreement, the General Partner shall have exclusive and complete management and control of the business of the Partnership, including the power to delegate duties and responsibilities, to sign contracts and leases, and to make all decisions in connection with the Partnership and its business operations, and shall have all rights, power and authority generally conferred by law or necessary, advisable or convenient to manage the business and affairs of the Partnership and to accomplish the purpose of the Partnership, subject to the fiduciary duties imposed on the General Partner by law.

7.2 The Limited Partner, acting in that capacity, shall take no part in or interfere in any manner with the management, conduct, or control of the Partnership business or the sale, leasing or financing of its assets, and shall have no right or authority to act for or bind the Partnership in any way whatsoever.

Article 8. Limitation on the Partners' Obligations

8.1 The General Partner is not obligated to devote full time to the affairs of the Partnership. The General Partner may become involved in other businesses and occupations and other partnerships. The General Partner shall devote to the Partnership's business the amount of time reasonably necessary to manage the business and the affairs of the Partnership and to perform the duties of a general partner.

8.2 A Partner shall have no obligation to present any investment opportunity to the Partnership, even if the opportunity is of a character consistent with the purpose of the Partnership and which, if presented to the Partnership, could be taken by the Partnership. Each Partner shall have the right to take for the Partner's own account or to recommend to others any investment opportunity. The Partners shall have no duties or obligations to one another except those expressly stated in this Agreement or established by law.

Article 9. Percentage Interest and Capital Contributions

9.1 Each Partner's address and percentage interests in the capital, profits, losses and distributions of the Partnership are set forth on the ownership schedule attached hereto as Exhibit A and incorporated herein by this reference (the "Ownership Schedule").

9.2 The Partners shall not be obligated to make any capital contributions to the Partnership other than what is set forth in the Ownership Schedule.

Article 10. Accounting; Books and Records

The fiscal year of the Partnership shall be the calendar year. The Partnership books and records shall be kept using the method of accounting selected by the General Partner. All income, gains, losses, deductions and credits of the Partnership shall be allocated in accordance with the Partner's percentage interest in the Partnership pursuant to applicable provisions of the Internal Revenue Code. The General Partner shall keep at the principal office of the Partnership all of the books and records required by the Act.

Article 11. Restrictions on Transfer

11.1 General Partner may not sell, assign, transfer, encumber or otherwise dispose of an interest in the Partnership without the consent of the Limited Partner.

11.2 Limited Partner may sell, assign, transfer, encumber or otherwise dispose of an interest in the Partnership without the consent of the General Partner.

Article 12. Rights and Obligations of the Limited Partner

12.1 Meetings of the Partnership may be called by any Partner. Meetings shall be held at the place determined by the General Partner. Meetings shall be conducted in accordance with rules and regulations adopted by the General Partner consistent with the provisions of the Act.

12.2 Limited Partner shall take no part in the control, conduct, or operation of the business of the Partnership and shall have no right or authority to act for or bind the Partnership.

Article 13. Amendments

This Agreement may be amended only by a writing signed by the General Partner and the Limited Partner.

Article 14. Miscellaneous

14.1 All notices, requests, demands, deliveries and other communications required or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (i) when hand delivered to a Partner; or (ii) three (3) business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed as set forth below; or (iii) the next business day after delivery to a national overnight delivery service (such as Federal Express or DHL World Wide Express) for next-business-day delivery guaranteed, addressed as set forth below, provided that the sending Partner receives a confirmation of delivery from the delivery service; or (iv) the date sent when sent by facsimile transmission to the fax number set forth below, provided that receipt of the facsimile transmission is confirmed by electronic means or otherwise:

14.2 Each Partner agrees to execute, with acknowledgment or affidavit if requested, all documents and writings reasonably necessary or appropriate in the creation of the Partnership and the

achievement of its purpose.

14.3 Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute law, ordinance, or regulation contrary to which the Partners have no legal right to contract, the latter shall prevail, but the provisions of this Agreement affected shall be limited only to the extent necessary to bring it within the requirements of such law. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

14.4 If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with this Agreement, then the successful or prevailing Partner shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, and/or enforcing any judgment granted therein, in addition to any other relief to which it may be entitled. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

14.5 This Agreement constitutes the entire understanding of the Partners with respect to its subject matter and supersedes all prior agreements and understandings with respect to the matters provided in this Agreement.

14.6 All provisions of the Act, as amended, shall be deemed to be superseded by the express terms of this Agreement to the extent necessary to effectuate the intent of the Partners as reflected by this Agreement.

14.7 Subject headings are included in this Agreement for purposes of convenience only and shall not be deemed a part of this Agreement.

14.8 This Agreement is entered into under and shall be governed by the laws of the State of California, and jurisdiction and venue in Ventura County, California are hereby acknowledged to be correct.

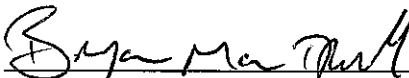
14.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(Signature page follows.)

IN WITNESS WHEREOF, the Partners have signed this Agreement as of the date first set forth above.

GENERAL PARTNER

LAS CORTES, INC., a California nonprofit public benefit corporation

By: 
Bryan MacDonald, President

LIMITED PARTNER

HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body corporate and politic

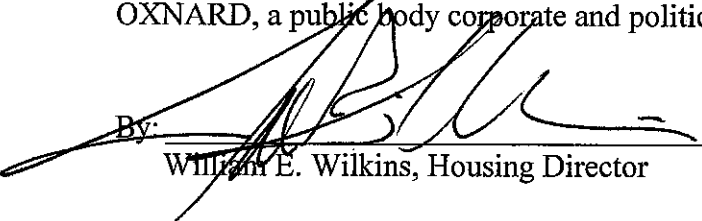
By: 
William E. Wilkins, Housing Director

EXHIBIT A

Ownership Schedule

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest in Partnership</u>
General Partner		
Las Cortes, Inc. 435 South D Street Oxnard, CA 93030	\$100	.01%
Limited Partner		
Housing Authority of the City of Oxnard 435 South D Street Oxnard, CA 93030	\$100	99.99%

TERRAZA DE LAS CORTES
FINANCIAL PROJECTION

Permanent Financing Sources:

Permanent Loan	\$ 6,650,000
Tax Credit Equity-LIHC	5,891,606
Solar Tax Credit Equity	174,943
Solar Rebates	-
Seller Carryback Note	-
Net Operating Income through Permanent Loan Conversion	-
Public Loan (In-Lieu Funds and Housing Trust Funds)	3,600,000
Deferred Impact and Permit Fees	-
Funding Gap	-
Contractor Note	-
Affordable Housing Program	-
Developer Equity	-
Deferred Developer Fee	1,957,994
Total	<u>\$ 16,346,607</u>

Construction Financing Sources:

Construction Loan	\$ 9,428,088
Bridge Loan	-
Tax Credit Equity-LIHC	1,767,482
Solar Tax Credit Equity	52,483
Solar Rebates	-
Seller Carryback Note	-
Net Operating Income through Permanent Loan Conversion	-
Public Loan (In-Lieu Funds and Housing Trust Funds)	3,600,000
Deferred Impact and Permit Fees	-
Funding Gap	-
Contractor Note	-
Developer Equity	-
Deferred Developer Fee	1,498,554
Total	<u>\$ 16,346,607</u>



Meeting Date: 10/23/12

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

Prepared By: Stacey Grose Agenda Item No. I-8

Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other (Specify) _____

DATE: September 21, 2012

TO: City Council

FROM: Stacey Grose, Administrative Assistant Stacey Grose
Library

SUBJECT: Library Board Bylaws, Terms of Office, and Powers and Duties

RECOMMENDATION

That City Council:

1. Adopt a resolution approving the Library Board Bylaws as amended in Article II Powers and Duties, Article III Membership, and Article IV Officers.
2. Approve the first reading by title only and subsequent adoption of an ordinance amending the City Code concerning terms of office and powers and duties of the Library Board.

DISCUSSION

The Library Board consists of five members appointed by the Mayor to make recommendations to City Council and assist in the development of a City Library program responsive to the Library service needs of the community. It meets on the first Thursday of each month at 4:30 p.m. in the Main Library. At a special meeting on August 1, 2011, the board members reviewed and discussed changes to the bylaws. At the regular meeting on March 8, 2012, board members approved the following revisions to the Library Board Bylaws. 1) Under Article II Powers and Duties, add H. "Review bylaws at the annual meeting." 2) Under Article III, Membership, B., add "Board members may serve two consecutive terms. After completing two terms of office, a Board member must vacate the Board for one year before being eligible to reapply. The term of office for Board members shall be two years and shall begin in January." 3) Under Article IV, Officers C. 1. "(c) To prepare agendas, with the assistance of City staff" shall be changed to "(c) To prepare agendas, with the assistance of Library Director and/or Secretary." The last time the City Council approved the bylaws was Resolution No. 11,663 dated November 30, 1999. The proposed changes are attached.

The proposed Bylaws revisions to the terms of office for Library Board members and the Board's powers and duties will require amendment of the corresponding City Code provisions pertaining to the Library Board. A proposed ordinance to amend Division 5 of Article II of Chapter 2 of the City Code is attached.

Subject/Library Board Bylaws, Terms of Office, and Powers and Duties
October 9, 2012
Page 2

FINANCIAL IMPACT

There is no financial impact.

/sg

Attachment #1 – Minutes of March 8, 2012 Library Board Meeting
#2 – Current Library Board Bylaws with proposed changes
#3 – Resolution, Revised Library Board Bylaws
#4 – Ordinance Amending Library Board Terms of Office and Powers and Duties

MINUTES
Library Board
Regular Meeting
Oxnard Public Library
Oxnard, CA 93030
March 8, 2012
4:30 p.m.

A. Roll Call & Welcome

Board Members Present: Lorraine Chaparro, Jean Gentry, Lou Tejada, Norma Van Riper

Board Members Absent: Yvette Stein

Staff Members Present: Library Director Barbara Murray, Adult Literacy Program Coordinator Deborah Fox, Recording Secretary Stacey Grose

Board Chair Norma Van Riper called the meeting to order at 4:33 p.m.

B. Review & Approval of Agenda

On page 2, 1st paragraph, 3rd sentence, "...literacy are resource sharing" was amended to read "...literacy and resource sharing." A motion to approve the agenda and amended minutes was called for by Lou Tejada, seconded by Lorraine Chaparro. Motion carried with board member Yvette Stein absent.

C. Public Comments

None.

D. New Business

1. Public comment on New Business.

None.

2. Introduction of Deborah Fox, new Literacy Coordinator.

New staff members are invited to the library board meeting closest to their hiring date so that they may get acquainted with board members. Ms. Fox and board members shared educational and professional backgrounds.

3. Finalize Library Board Bylaws for presentation to City Council.

Vice Chairperson Tejada motioned to accept the changes as highlighted in the Bylaws; seconded by Chairperson Van Riper. Motion carried with board member Stein absent. Ms. Murray will consult the City Attorney on ways to structure the term limits. New term limits will begin January 2013, after the local election, and when the mayor appoints Citizen Advisory Group (CAG) members. It was agreed that if two board members volunteer to step down from the board, that the remaining board members would accept their resignations. It was also noted that a CAG application must be submitted to the City Clerk's office every two years to renew one's CAG status. If someone does not wish to continue being on a CAG, then he or she could choose not to submit the CAG application. Ms. Murray to arrange for the Bylaws to be presented to City Council.

4. Nomination and election of Library Board Officers.

At the February 8 library board meeting, Lou Tejada was nominated for Chairperson and Lorraine Chaparro was nominated for Vice Chairperson. The election for Chairperson was uncontested and unanimous, with board member Stein absent. The election for Vice Chairperson was uncontested and unanimous, with board member Stein absent. The new officers will assume their duties at the April 12 library board meeting.

5. Form 700 update.

Barbara Murray reported that Form 700 is due April 2 and that Library board members do not have to file; however, board members received a letter from the City Clerk's office stating that they need to file a Form 700. Ms. Murray will consult the City Attorney's office on the requirement.

At 4:53 p.m., a five-minute recess was called so that Ms. Murray could call the City Attorney's office.

At 4:57 p.m., the meeting resumed.

6. Report on InfoPeople's Strategic Downsizing webinar.

A webinar on Strategic Downsizing was held at noon on February 28 in Meeting Room A. Board Chairperson Norma Van Riper, Vice Chairperson Lou Tejada and Library Director Barbara Murray attended, along with some library staff.

The webinar stressed that making small budget cuts across the board will not be effective in the long run. A better approach is to know what materials and services are wanted by stakeholders and to adjust the budget accordingly. Ms. Murray recently spoke at a Lemonwood Neighborhood Council meeting and asked attendees what types of services and materials they wanted. They wanted more books.

Library staff recently completed surveys where specific job duties and the functions of their divisions were listed. Providing customer service was a popular response for divisional function. The Help Desk received numerous comments.

At 4:58 p.m., board member Stein arrived.

A \$60,000 book order is in place and there are \$31,000 of unencumbered book funds. The hope is to have \$25,000 savings in book funds at the end of this fiscal year.

No directive has been given on a specific percentage to cut. Some periodicals have been cancelled, but the vendor has been difficult and savings may not be realized. Each direct telephone line costs \$24 per month and the library will explore having staff share telephone lines.

7. Upcoming commendations for Andrew Gray and Friends of the Library Foundation's 40th Anniversary.

Andrew Gray received a commendation for being the Western States Champion of the World Wrestling Entertainment and Young Adult Library Services Association Wrestlemania Reading Challenge 2012. He and a chaperone won an expense-paid trip to Miami, Florida, tickets to Wrestlemania XXVIII, \$300 cash and an opportunity to compete for the grand prize while in Florida. As the sponsoring library, the South Oxnard Branch Library will receive \$2,000 for materials for reluctant teen readers.

The Friends of the Library Foundation will receive a commendation for their 40th anniversary at the April 3 City Council meeting and will celebrate their anniversary at the May 5 semi-annual meeting at 2:00 p.m. in Meeting Room B.

E. Old Business

1. Public Comment on Old Business.

None.

2. Oxnard Friends of the Library activities (Gift Shop sales, book sales, trips)

Yvette Stein reported that the next Gift Shop sale will be on March 8 and 9, and the Better Books sale will be on March 10. The \$45,000 donation check to the library will be presented at the May 5 semi-annual meeting.

3. Expenditure Report for February 2012

Lou Tejada asked if programs could be cut back. The Friends of the Library Foundation provide the funding for programs and because they are enjoyed by the Friends and the public, cutting programs will not be considered at this time. The \$630 paid to Vital Services was for the replacement of security cameras that are breaking due to age. Barbara Murray did not know the actual age of the current cameras at the Main Library and will report at the April 12 board meeting.

Lou Tejada asked the status of the floor problem at South Oxnard Branch Library, but no new information was available.

4. Statistical reports for February 2012

Depending on their condition, discarded materials are sold by the Friends or thrown away. Registration is the number of new library cards issued.

5. Library budget report for February 2012

Temporary labor (proctors, computer lab staff, pages, Help Desk, and mending of books in technical services) is over budget. The overage in telephones is still being resolved. Barbara Murray has put a freeze on spending and hiring.

6. Library Director's reports:

a. South Oxnard Branch Library

Re-locating the bike racks closer to where the existing security cameras are installed would cause a safety issue. However, the security cameras have been re-positioned and the hope is that this will curb the bicycle theft issue.

b. Main Library

The sliding entrance doors facing A Street are still an issue. The sensors in the elevators are being installed. A request to repair the handicap parking spaces was received today. Ms. Murray will forward the concern to the traffic department.

c. Colonia Branch Library

d. Personnel

Vacant positions are frozen until further notice.

F. Adjournment

At 6:02 p.m., Jean Gentry motioned to adjourn; seconded by Lorraine Chaparro and the motioned carried.

The next meeting is scheduled for: **Thursday, April 12, 2012 at 4:30 p.m. at the South Oxnard Branch Library, 4300 Saviers Road, Santa Rosa Room, Oxnard, CA 93033.**

BYLAWS
FOR THE
LIBRARY BOARD

**Article I
Organization**

The name of this legislative body shall be the Library Board ("Board").

**Article II
Powers and Duties**

The powers and duties of the Board shall be as follows:

- A. Advise the City Council on policies and procedures relating to the public library.
- B. Investigate the nature and scope of the requirements of the public library.
- C. Recommend policies and programs related to the public library for consideration by the City Council.
- D. Assist the public library staff in reviewing and evaluating programs and services of the public library.
- E. Make recommendations to the City Council for improvements to the public library.
- F. Represent the views of the community for improvements to the public library.
- G. Prepare and submit an annual report of activities to the City Council and make such other reports and recommendations to the City Council from time to time as the Board may determine necessary to improve the operations of the public library.
- H. Review bylaws at the annual meeting.

Article III Membership

- A. The Board shall consist of five members appointed by the Mayor with the approval of the City Council.
- B. The term of office for Board members shall be two years and shall begin in January. Board members may serve two consecutive terms. After completing two terms of office, a Board member must vacate the Board for one year before being eligible to reapply.
- C. In the event of a vacancy, the Mayor, with approval of City Council, shall appoint a replacement to complete the term of the member creating the vacancy.

Article IV Officers

- A. The officers of the Board shall be a Chairperson and Vice-Chairperson.
- B. At the annual meeting, the officers shall be elected by a majority of Board members present. These officers shall serve a one year term. The annual meeting shall be scheduled in January of each year.
- C. The duties of the officers shall be as follows:
 - i. Chairperson – (a) To preside at all meetings; (b) To call special meetings as may be necessary; and (c) To prepare agendas, with the assistance of Library Director and/or Secretary.
 - ii. Vice-Chairperson – To perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform the duties of office.
- D. Secretary.
 - i. Pursuant to the Oxnard City Code the Board shall have a secretary designated by the City Manager to serve as a non-voting secretary to the Board.
 - ii. The Secretary shall have the following duties: (a) Keep minutes of all meetings; (b) Provide advance and proper notice of all meetings; (c) Assist the Chairperson to prepare agendas; and (d) Attend all meetings of the Board.

Article V
Meetings/Quorum

- A. The Board shall conduct regular meetings at least once in each month. The exact dates, time and location of the meetings shall be determined by resolution of the Board at the annual meeting.
- B. Special meetings may be called by the Chairperson or upon the request of at least three members.
- C. Meetings shall be public and shall be conducted in a publicly owned building with adequate space for members of the public to attend the meetings.
- D. Three members of the Board shall constitute a quorum for the transaction of business.

Article VI
Absences

- A. Should any member be absent without good cause for more than three consecutive meetings, the Secretary shall immediately inform the City Clerk of such fact. Effective on the date of receipt of such notice by the City Clerk, such member shall be deemed to have resigned from the Board.
- B. The Chairperson shall determine whether a member's absence is with good cause. An absence due to illness shall be considered an absence with good cause; provided, that notice of such absence is given to the Chairperson as much in advance as possible.

Article VII
Coordination with City Council

The Chairperson shall as soon as possible inform the City Council, through the City Manager, of policy recommendations made by the Board. A copy of the minutes of meetings and resolutions of the Board shall be delivered to the City Manager by the Secretary following each meeting.

Article VIII
Rules of Order

Except as otherwise provided herein, or by vote of two-thirds of the members present, **Robert's Rules of Order** (newly revised) shall constitute the parliamentary authority for the meetings.

Article IX
Amendments

These bylaws may be amended upon presentation to the City Council for approval.

Article X
Effective Date

These bylaws shall go into effect on the date set forth in the City Council resolution approving these bylaws.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING BYLAWS FOR LIBRARY BOARD

WHEREAS, City Council Resolution No. 11,663 establishes some semblance of uniformity among the citizen advisory groups with respect to procedures, officers, elections, quorum requirements and rules of order; and

WHEREAS, the City Council finds that in order for each citizen advisory group to successfully fulfill its objectives, each citizen advisory group may propose revisions to its bylaws; and

WHEREAS, the City Council has reviewed the proposed changes to the Library Board Bylaws.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the revised bylaws attached hereto as Attachment 1 to be effective upon the effective date of the ordinance amending Division 5 of Article II of Chapter 2 of the City Code to modify the terms of office and duties of the Library Board in conformity with the provisions of the revised bylaws.

PASSED and ADOPTED this 9th day of October, 2012, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

BYLAWS
FOR THE
LIBRARY BOARD

March 8, 2012

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- E. Make recommendations to the City Council for improvements to the public library.
- F. Represent the views of the community for improvements to the public library.
- G. Prepare and submit an annual report of activities to the City Council and make such other reports and recommendations to the City Council from time to time as the Board may determine necessary to improve the operations of the public library.
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Article VIII
Rules of Order

Except as otherwise provided herein, or by vote of two-thirds of the members present, **Robert's Rules of Order** (newly revised) shall constitute the parliamentary authority for the meetings.

Article IX
Amendments

These bylaws may be amended upon presentation to the City Council for approval.

Article X
Effective Date

These bylaws shall go into effect on the date set forth in the City Council resolution approving these bylaws.

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. __

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING DIVISION
5 OF ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE, CONCERNING
TERMS OF OFFICE OF THE LIBRARY BOARD

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS
FOLLOWS:

Part 1. Subsection (B) of Section 2-67 of the Oxnard City Code is hereby
amended to read as follows:

“(B) The term of office of a member of the library board shall be two years and
shall begin in January. A member of the library board may be reappointed; however, no
member of the library board may be appointed to serve more than two consecutive terms.
After completing two terms of office, a member of the library board must vacate the
library board for one year before being eligible to reapply.”

Part 2. Within 15 days after passage, the City Clerk shall cause this ordinance to
be published one time in a newspaper of general circulation, published and circulated
within the City. Ordinance No. ____ was first read on _____, 2012 and finally
adopted on _____, 2012 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT 4
PAGE 1 OF 1



Meeting Date: 10/23/12

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

Prepared By: Anthony Emmert, Water Resources ManagerAgenda Item No. I-9Reviewed By: City Manager [Signature] City Attorney S.M.F. Finance [Signature] Other Public Works**DATE:** October 10, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT:** Purchase Order No. 4195 with Aqua-Metric Sales Company**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a purchase order with Aqua-Metric Sales Company in the amount of \$800,000 for the purchase of water meters and related parts (Purchase Order No. 4195) in Fiscal Years 2012-13 and 2013-14.

DISCUSSION

The City's Automated Meter Reading (AMR) System collects water usage data from the City's approximately 41,000 customers. The AMR System includes meters with wireless transmitters, portable wireless radio meter reading equipment, and associated computer software applications. The AMR system is faster than manually reading meters and entering numbers into a hand-held computer, thus it has freed staff members to perform other customer-related duties. The AMR system has also reduced the number of reading and data entry errors.

The City researched and piloted several meter reading systems prior to initiating the AMR System, and subsequently established a standard specification. The City's standard is the Sensus system.

In order to maintain a high level of accuracy in data collection, the City must make sure that the entire AMR System is functioning properly. Due to equipment failures, normal wear and tear, and necessary upgrades, system equipment must be replaced, repaired or upgraded on an ongoing basis. In order to make necessary ongoing equipment repairs and replacements to the AMR system, and to install new equipment to serve new water customers, the City budgets for staff time, repair parts, and technical and software support in its operating budget.

On June 11, 2012, the City distributed a Request for Bid package for the purchase of water meters, related parts and technical support to two (2) regional Sensus-authorized water flow meter supply firms. Aqua Metric Sales Company was the lowest responsive and responsible bidder of the two (2) bids received by the closing date of June 26, 2012. The request stated that the City desired to enter into

Purchase Order No. 4195 with Aqua-Metric Sales Company
October 10, 2012
Page 2

a one-year purchase agreement with the option to renew for three (3) additional one-year periods with the vendor, upon agreement of all parties.

FINANCIAL IMPACT

The estimated cost for purchases of water metering system parts and support is \$800,000 for Fiscal Years 2012-13 and 2013-14. Funds in the amount of \$500,000 are available in Water Operations Account No. 601-6003-843-8121 to meet the requirements for Fiscal Year 2012-13. The remaining funds will be recommended in the annual appropriation for Fiscal Year 2013-14.

AAE:rm:cjs

Attachment Purchase Order No. 4195



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

**PURCHASE
ORDER NO.
004195**

DATE: 10/4/2012

VENDOR #: 9782
VENDOR ADDRESS: AQUA METRIC SALES COMPANY
4050 FLAT ROCK DRIVE
RIVERSIDE, CA 92505
SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/31/2013		0000000866	09/21/2012	SOLE SOURCE FOR COLD WATE	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	800,000.00	WATER METERS AND MISC REPAIR PARTS / DL	1.0000	800,000.00
---	------------	--	--------	------------

BY ACCEPTING THIS PURCHASE ORDER YOU ARE ACCEPTING
THE CITY OF OXNARDS TERMS AND CONDITIONS.

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

TOTAL PURCHASE AMOUNT

800,000.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez, City Clerk



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

**PURCHASE
ORDER NO.
004195**

DATE: 10/3/2012

VENDOR #: 9782
VENDOR ADDRESS: AQUA METRIC SALES COMPANY SHIP TO: WATER DIVISION
4050 FLAT ROCK DRIVE 251 S. HAYES AVENUE
RIVERSIDE, CA 92505 OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/31/2013		0000000866	09/21/2012	SOLE SOURCE FOR COLD WATE	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
60160038438121		800,000.00

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 on the reverse side hereof.
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 be 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.



Meeting Date: 10 /23/12

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

Prepared By: Anthony Emmert, Water Resources Manager *AE* Agenda Item No. I-10Reviewed By: City Manager City Attorney *SMF* Finance *JLC* Public Works**DATE:** October 16, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director *S.R.*
Public Works**SUBJECT:** **Participation in Regional Environmental Impact Report on Model Ordinance
Regulating Single-Use Plastic Bags****RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Cooperative Agreement between the member agencies of the Beach Erosion Authority for Clean Oceans and Nourishment in the amount not to exceed \$8,000 to facilitate the development of an Environmental Impact Report for a model ordinance regulating single-use plastic bags (Agreement Number A-7540).

DISCUSSION

Beach Erosion Authority for Clean Oceans and Nourishment ("BEACON") is a multijurisdictional joint-powers agency comprised of the Counties of Santa Barbara and Ventura, and the coastal cities of Goleta, Santa Barbara, Carpinteria, Ventura, Oxnard, and Port Hueneme. Its primary responsibility is the protection of our beaches and coast, as well as the preservation, protection, and enhancement of clean ocean waters.

Plastic shopping bags are made of high-density polyethylene, a synthetic material produced from petroleum. It is estimated that U.S. shoppers use over 100 billion plastic shopping bags each year. Plastic bags do not biodegrade, are readily transported by wind, and make up a significant amount of the litter found in storm drains that lead directly to local beaches and the Pacific Ocean. They can contribute to localized flooding by blocking storm drain inlets, and negatively affect both marine and other aquatic habitats. The City of Oxnard incurs significant costs to remove plastic bags from its streets, storm drain inlets, drainage channels and beaches. Plastic bags also negatively affect the City's compliance with the Calleguas Creek Watershed Trash Total Maximum Daily Load standard.

At its September 23, 2011 meeting, the BEACON Board of Directors adopted a resolution to support and endorse efforts by BEACON member agencies, other government agencies within Santa Barbara and Ventura Counties, and citizen groups, to limit the adverse impacts of single use plastic bags. In May, 2012, the City of Santa Barbara directed its staff to prepare a draft single-use plastic bag ordinance, which could be used by other agencies as a "model" ordinance.

Participation in Regional Environmental Impact Report Regulating Single-Use Plastic Bags

October 16, 2012

Page 2

BEACON's Board of Directors also voted to seek financial support from member agencies to develop a regional Environmental Impact Report ("EIR"), in accordance with the California Environmental Quality Act (CEQA), based upon the City of Santa Barbara model ordinance, for the ban and/or restriction of single-use plastic bags in the region. BEACON is also seeking financial contributions from environmental advocacy groups and community organizations. Preparation of the EIR is expected to cost between \$60,000 and \$70,000. The City of Oxnard's contribution will not exceed \$8,000.

FINANCIAL IMPACT

The City contribution is \$8,000. There are sufficient funds in the Wastewater Collection Operating Fund, Account No. 611-6102-842-8209 to cover the cost of this contribution.

Attachment #1 - Agreement No. A-7540

**COOPERATIVE AGREEMENT BETWEEN THE MEMBER AGENCIES OF
THE BEACH EROSION AUTHORITY FOR CLEAN OCEANS AND
NOURISHMENT FOR CEQA REVIEW OF PROPOSED ORDINANCE**

This Cooperative Agreement (hereinafter "Agreement") is made this _____ day of _____ 2012, by and between the Counties of Santa Barbara and Ventura, political subdivisions of the State of California, and the Cities of Santa Barbara, Goleta, San Buenaventura, Oxnard and Port Hueneme, and the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) a joint powers authority including the aforementioned counties and cities, hereinafter designated as Parties.

RECITALS

1. BEACON has been chartered by its member agencies to carry out certain joint functions including efforts to improve and protect ocean water quality.
2. BEACON's Board of Directors and the member agencies of BEACON have decided, both jointly and separately, that it is in the public interest to study the possible enactment of an ordinance within their jurisdictions to control the use and misuse of plastic bags and related matters.
3. The member agencies of BEACON have decided that it is appropriate to study the environmental impacts of such an ordinance on a region wide basis, in order to determine the true nature of the problem and potential solutions thereto.
4. California Environmental Quality Act (CEQA) Guidelines Section 15051 provides that California public entities may provide for the assignment of lead agency duties for a multi-agency project or program by use of a joint powers agreements.
5. BEACON and the City of Santa Barbara have jointly prepared a draft ordinance for consideration by the BEACON member agencies for the control of plastic and paper bags and protection of the ocean and littoral environment. CEQA review of this ordinance is required prior to consideration of implementation of this draft ordinance by the BEACON member agencies.

NOW THEREFORE, the parties agree as follows:

1. The Counties and Cities making up BEACON, those parties hereto, agree to jointly contribute funding in an amount not to exceed \$8000 to BEACON to finance an environmental impact report (EIR).
2. BEACON shall receive such member agency funds and additional funds as may

be contributed by third parties for this effort and use such funds to carry out the program EIR of the proposed plastic bag ordinance and a thorough review of the environmental impacts thereof. BEACON shall act as the Lead Agency for purposes of this EIR and the member agencies, in their discretion, shall act as Responsible Agencies for the possible enactment of a resulting ordinance within their individual jurisdictions.

3. Upon completion of the environmental review, BEACON shall certify the environmental impact report EIR and report to the member agencies on the EIR and the final draft ordinance resulting there from. Each member agency shall separately consider and in their sole discretion approve the EIR and adopt the proposed ordinance, with appropriate changes for each jurisdiction.

4. Entire Agreement

This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreement between the Parties with respect to all or any part of the subject matter hereof.

5. Amendments

This Agreement may be amended by mutual written agreement of the Parties duly executed by the lawfully authorized officers or officials of each party.

IN WITNESS WHEREOF, the Agreement has been executed by the Parties as of the day and year first set forth above,

COUNTY OF SANTA BARBARA, a political subdivision of the State of California

By: _____
Chair of the Board of Supervisors

Attest:

Clerk

COUNTY OF VENTURA, a political subdivision of the State of California

By: _____
Chair of the Board of Supervisors

Attest:

Clerk

Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), a
California Joint Powers Authority

By: _____
Chair of the Board of Directors

Attest:

Executive Director

CITY OF GOLETA,

By: _____
Mayor

Attest:

Clerk

CITY OF SANTA BARBARA,

By: _____
Mayor

Attest:

Clerk

CITY OF OXNARD,

By: _____
Mayor

Attest:

Clerk

CITY OF PORT HUENEME,

By: _____
Mayor

Attest:

Clerk

City of San Buenaventura

By: _____
Mayor

Attest:

Clerk

Approved as to Legal Form:

Kevin E. Ready, Sr.
BEACON Legal Counsel



Meeting Date: 10/23/12

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

Prepared By: Anthony Emmert, Water Resources Manager *AE*

Agenda Item No. *I-11*

Reviewed By: City Manager *JRD* City Attorney *SOF* Finance *AC* Public Works

DATE: October 10, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works *R.R.*

SUBJECT: Chemical Purchases for Water and Wastewater Treatment Facilities

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Purchase Orders for the Water and Wastewater Treatment Facilities for Fiscal Years 2012-13 and 2013-14 as follows:

1. Purchase Order 4201 with Hill Brothers Chemical for supply and delivery of Aqueous Ammonia to the Water Facilities in the amount of \$140,508.50.
2. Purchase Order 4202 with JCI Jones Chemical, Inc. for supply and delivery of Sodium Hypochlorite and Sodium Bisulfite to the Wastewater Treatment Plant in the amount of \$131,769.00 and Sodium Hypochlorite to the Water Campus and Water Blending Station No. 3 in the amount of \$124,314.03, for a total purchase amount of \$265,083.03.
3. Purchase Order 4203 with Kemira Water Solutions, Inc. for supply and delivery of Ferric Chloride to the Wastewater Treatment Plant in the amount of \$482,790.00.
4. Purchase Order 4204 with King Lee Chemical Company for supply and delivery of Antiscalant to the Water Campus and Water Blending Station No. 3 in the amount not to exceed \$70,290.00.
5. Purchase Order 4205 with PVS Minibulk, Inc. for supply and delivery of Sodium Hydroxide to the Wastewater Treatment Plant in the amount \$18,750.60 and to the Water Campus and Water Blending Station No. 3 in the amount \$175,005.60 for a total purchase amount of \$193,756.20.

DISCUSSION

On August 1, 2012, the City issued a Request for Bids (RFB) for treatment chemicals purchase for the Wastewater Treatment Plant, located at 6001 South Perkins Road, the Advanced Water Purification Facility, located at 5700 South Perkins Road, the Water Campus, located at 251 South Hayes Avenue, and the Water Blending Station No. 3, located at 1700 Solar Drive. The City sent the RFB to eleven (11) known companies who provide these chemicals, and also advertised the RFB on the City's website

Chemical Purchases for Water and Wastewater Treatment Facilities

October 10, 2012

Page 2

and in the local newspapers. The closing date for the RFB was August 23, 2012. Since it was unlikely that any one company would be able to provide all the treatment chemicals needed, the City allowed them to submit bids for the chemicals that they were able to provide. The RFB stated that the City desired to enter into one-year purchase agreements with chemicals vendors, with the option to renew for three (3) additional one-year periods with the vendors, upon agreement of all parties.

Since the Advanced Water Purification Facility is not yet finished and operational, the Public Works Department would like to come back to Council to award the purchases necessary for this facility at a later time.

FINANCIAL IMPACT

It is anticipated that the Purchase Order amounts will be expended over a two year period with approximately half in each year. Funds are available in the Wastewater Treatment Operation Fund, Account Number 621-6201-843-8104 (\$316,654.80) and in the Water Treatment Operation Fund, Account Number 601-6001-843-8109 (\$255,059.70). Anticipated expenditures in Fiscal Year 2012-13 of \$571,713.87 represent 50% of the total of \$1,143,427.73. The remaining funds will be recommended in the annual appropriation for Fiscal Year 2013-14.

Attachment #1 - Purchase Order No. 4201
#2 - Purchase Order No. 4202
#3 - Purchase Order No. 4203
#4 - Purchase Order No. 4204
#5 Purchase Order No. 4205



PURCHASE ORDER

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

PURCHASE
ORDER NO.
004201

DATE: 10/8/2012

VENDOR #: 10573
VENDOR ADDRESS: HILL BROTHERS CHEMICAL CO.
CITY OF INDUSTRY DIVISION
1675 NORTH MAIN STREET
ORANGE, CA 92867
SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000885	10/05/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160018438109 -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	140,508.50 AQUEOUS AMMONIA-19% / DL	1.0000 140,508.50
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RFB PW-13-1 AQUEOUS AMMONIA-19% FOR THE WATER DIV.
\$4.33 PER GALLON, ESTIMATE-29,500 GALLONS ANNUALLY
FOR AN AMOUNT NOT TO EXCEED \$127,735 FOR THE FIRST
ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX
EXTRA. 10% HAS BEEN ADDED TO ACCOUNT FOR THESE
CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR
EXTENSIONS.

SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND
CONDITIONS OF THE CITY OF OXNARD.

APPROVED AS TO CONTENT:

Karen R. Burnham
Karen R. Burnham,
Interim City Manager

TOTAL PURCHASE AMOUNT	\$140,508.50
-----------------------	--------------

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez
City Clerk

Attachment No. 1
Page 1 of 4

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 on the reverse side hereof.
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 be 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.

**SPECIAL PROVISIONS
CHEMICAL SUPPLY & DELIVERY**

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
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- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA, Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA, City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

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A separate invoice shall be provided for each delivery during contract period.

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Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I

Living Wage Policy

Current City of Oxnard Business Tax Certificate

**PURCHASE ORDER**

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

**PURCHASE
ORDER NO.
004202**

DATE: 10/8/2012

VENDOR #: 2645

VENDOR ADDRESS: JCI JONES CHEMICALS INC
1819 MAIN ST., SUITE 1100
SARASOTA, FL 34236

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000887	10/05/2012	C.A. EVANES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	131,769.00	SODIUM BISULFITE, SODIUM HYPOCHLORITE FOR THE WWTP	1.0000	131,769.00
	/ DL			
2	124,314.03	SODIUM HYPOCHLORITE FOR THE WATER DIVISION	1.0000	124,314.03
	/ DL			

RFB PW-13-1 SODIUM BISULFITE-25% FOR THE WWTP
\$.8952 PER GAL, ESTIMATE-35,000 GALLONS ANNUALLY
SODIUM HYPOCHLORITE-12.5% FOR THE WWTP
\$.5769 PER GAL, ESTIMATE-230,000 GALLONS ANNUALLY
SODIUM HYPOCHLORITE-12.5% FOR THE WATER DIVISION
\$.7081 PER GAL, ESTIMATE-159,600 GALLONS ANNUALLY
TOTAL NOT TO EXCEED \$277,031.76 FOR THE FIRST
ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX
EXTRA. 10% HAS BEEN ADDED TO ACCOUNT FOR THESE
CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR
EXTENSIONS.
SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND
CONDITIONS OF THE CITY OF OXNARD.



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

**PURCHASE
ORDER NO.
004202**

DATE: 10/8/2012

VENDOR #: 2645
VENDOR ADDRESS: JCI JONES CHEMICALS INC
1819 MAIN ST., SUITE 1100
SARASOTA, FL 34236

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

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10/16/2013		0000000887	10/05/2012	C.A. EVANES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

TOTAL PURCHASE AMOUNT

\$256,083.03

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE

Dr. Thomas E. Holden
Mayor

ATTEST:

APPROVED AS TO CONTENT:

Daniel Martinez
City Clerk


Karen R. Burnham
Interim City Manager



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

**PURCHASE
ORDER NO.
004202**

DATE: 10/8/2012

VENDOR #: 2645
VENDOR ADDRESS: JCI JONES CHEMICALS INC
1819 MAIN ST., SUITE 1100
SARASOTA, FL 34236

SHIP TO: VARIOUS LOCATIONS
VARIOUS LOCATIONS
SEE DESCRIPTION
OXNARD, CA 93030

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
62162028438104		131,769.00
60160018438109		124,314.03

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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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.
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 - 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 be 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.

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CHEMICAL SUPPLY & DELIVERY**

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Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate



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

**PURCHASE
ORDER NO.
004203**

DATE: 10/8/2012

VENDOR #: 14565
VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC. **SHIP TO:** WASTEWATER TREATMENT PLT
DEPT. AT952343 6001 S. PERKINS ROAD
ATLANTA, GA 31192-2343 OXNARD, CA 93033

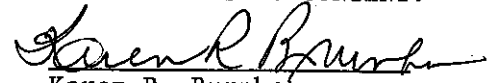
Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000888	10/05/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162028438104 -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	482,790.00 FERRIC CHLORIDE-40% / DL	1.0000 482,790.00
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RFB PW-13-1 FERRIC CHLORIDE-40% FOR THE WWTP
\$1.33 PER GAL, ESTIMATE-330,000 GALLONS ANNUALLY
TOTAL NOT TO EXCEED \$438,900 FOR THE FIRST ANNUAL
PERIOD. TAXES, FUEL CHARGES AND MILL TAX EXTRA.
10% HAS BEEN ADDED TO ACCOUNT FOR THESE CHARGES.
OPTION FOR THREE ADDITIONAL ONE-YEAR EXTENSIONS.
SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND
CONDITIONS OF THE CITY OF OXNARD.

APPROVED AS TO CONTENT:


Karen R. Burnham
Interim City Manager

TOTAL PURCHASE AMOUNT

8482,790.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez
City Clerk

Attachment No. 3
Page 1 of 4

PURCHASE ORDERS
TERMS AND CONDITIONS

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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.
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 - 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.
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CHEMICAL SUPPLY & DELIVERY**

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A separate invoice shall be provided for each delivery during contract period.

4. Specification:

Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate



PURCHASE ORDER

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

PURCHASE
ORDER NO.
004204

DATE: 10/8/2012

VENDOR #: 10974

VENDOR ADDRESS: KING LEE CHEMICAL COMPANY
P.O BOX 146
DEL MAR, CA 92014

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000890	10/08/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160018438109 -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	70,290.00 / ANTISCALANT-19% TO THE WATER DIVISION DL	1.0000	70,290.00
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RFB PW-13-1 ANTISCALANT-19% FOR THE WATER DIVISION
\$6.39 PER GALLON, ESTIMATE-10,000 GAL ANNUALLY
FOR AN AMOUNT NOT TO EXCEED \$63,900 FOR THE FIRST
ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX
EXTRA. 10% HAS BEEN ADDED TO THE ACCOUNT FOR THESE
CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR
EXTENSIONS.

SEE ATTACHED ANTISCALANT SPECIFICATIONS AND
SPECIAL PROVISIONS. BY ACCEPTANCE OF THIS PURCHASE
ORDER YOU ACCEPT THE TERMS AND CONDITIONS OF THE
CITY OF OXNARD.

APPROVED AS TO CONTENT:


Karen R. Burnham
Interim City Manager

TOTAL PURCHASE AMOUNT

\$70,290.00

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE

Dr. Thomas E. Holden
Mayor

ATTEST:

Daniel Martinez
City Clerk

Attachment No. 4
Page 1 of 7



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

**PURCHASE
ORDER NO.
004204**

DATE: 10/8/2012

VENDOR #: 10974

VENDOR ADDRESS: KING LEE CHEMICAL COMPANY
P.O BOX 146
DEL MAR, CA 92014

SHIP TO: WATER DIVISION
251 S. HAYES AVENUE
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000890	10/08/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		60160018438109 -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

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 on the reverse side hereof.
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 be 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.

**SPECIAL PROVISIONS
CHEMICAL SUPPLY & DELIVERY**

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA, Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA, City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

2. **Quantity:**

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. **Invoice:**

A separate invoice shall be provided for each delivery during contract period.

4. **Specification:**

Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate

Antiscalant Specifications

Water Campus located at 251 South Hayes Avenue and Blending Station No. 3, located at 1700 Solar Drive, Oxnard, California 93030

The antiscalant must be effective and specially formulated for feed water with the highest levels of metal oxides, silica and scale-forming minerals. The antiscalant must be effective over a wide range of concentrations, and will not flocculate dissolved polymers such as residual coagulants or iron or aluminum-rich silica. The antiscalant must inhibit the polymerizations of reactive silica, and disperses colloidal (non-reactive) silica.

The antiscalant must be highly effective in retarding polymerizations and precipitation of silica. The antiscalant must control inorganic scales over a large concentration range. The antiscalant must be certified under ANSI/NSF Standard 60 for drinking water production. The antiscalant must be compatible with all major manufacturers of RO, NF, and UF membranes. The antiscalant must not flocculate dissolved iron/aluminum oxide/silicate complexes.

The antiscalant must be effective diluted or undiluted and effective in feed waters with a pH range of 5.0 - 10.0. The antiscalant must be particularly efficacious for controlling coagulation of colloidal silica by aluminum, iron, and heavy metal salts. The antiscalant must be fully compatible with feed water constituents such as iron, aluminum, and manganese, and these feed water constituents, if present, will not cause the precipitation of the antiscalant.

The antiscalant shall fully inhibit the precipitation of any sparingly soluble salts and deposition of colloidal material in accordance with the RO feed water constituents and the full range of feed water operating temperatures.

The antiscalant solution shall retain full inhibition and dispersant properties for a period of (1) year from the date of delivery to the City's RO facility. The antiscalant solution shall not contain any dendrimer material and not support biological growth in the solution

Training

Vendor will provide an experienced field engineer to conduct on-site customized training on a quarterly and as needed basis at no charge to the City of Oxnard. The Treatment will encompass all facets of the reverse osmosis system from pretreatment to discharge of the reverse osmosis system concentrated water.

Monitoring

Vendor will monitor and normalize system operating data, and provide the City of Oxnard with a monthly reverse osmosis system status report based on a thorough review of system operating data. Vendor will review the reverse osmosis feed water on a quarterly basis.

Guarantee / Warranty

Vendor shall guarantee and supply warranty that the use of their product will prevent membrane scaling due to dissolved salts so long as the product is applied at the recommended dose with a system recovery of 80%. Should membrane fouling occur due to dissolved mineral salts when recommendations have been followed, vendor shall provide reverse osmosis membrane cleaners and cleaning supervision at no cost to the City of Oxnard.

When the antiscalant is used in accordance with the Supplier's recommendations, including dose and operation of the reverse osmosis system WITH OUT ACIDIFICATION it shall not cause the membrane manufacturer's warranty provisions to be void. Should use of the antiscalant in accordance with the specified recommendations result in deterioration of the membrane element's performance, the antiscalant Supplier shall clean the membrane elements in a timely manner (not to exceed 30-days, upon confirmation that the deterioration was caused by the antiscalant), If these cleaning efforts do not restore membrane performance, the Supplier will replace the affected membrane elements at not cost to the City of Oxnard in a time not to exceed 30-days.

The Supplier must guarantee the minimum purity of the antiscalant. Further, the Supplier shall provide certificates of analysis, verifying the purity of the product, upon each delivery of product to the City's RO facility. At any time, the City may request certificates of analysis, whereby the Supplier shall promptly provide such information within 7 – business days.

Annual Autopsy

Vendor shall provide one reverse osmosis membrane autopsy annually if requested at no cost to the City of Oxnard

Experience and References Required

The Supplier must provide evidence of the successful use of the proposed antiscalant at a minimum of three California, Arizona, Nevada, or New Mexico municipalities with a 7.5 mgd minimum permeate capacity. A qualified reference must demonstrate a continuous successful operation using the supplier's antiscalant and feed water chemistry similar to that of the City of Oxnard facility for a period of four years minimum.

Advanced Water Purification Facility, located at 5700 South Perkins Road, Oxnard, CA 93033.

Product must meet all specifications as listed for the Water Campus and Blending Station No. 3

In addition, Product must meet ANSI/NSF Standard 60 for production of drinking water with RO. Antiscalant shall control all scale, reactive silica, iron, and aluminum without acidification. Antiscalant shall contain no polymers or other components that may deposit on the membrane surface. Recovery range is 75% to 85%. Delivery by mini-bulk tank.



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

**PURCHASE
ORDER NO.
004205**

DATE: 10/8/2012

VENDOR #: 18267
VENDOR ADDRESS: PVS MINIBULK, INC.
10900 HARPER AVENUE
DETROIT, MI 48213

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		0000000889	10/05/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	18,750.60 / SODIUM HYDROXIDE-25% FOR THE WWTP DL	1.0000	18,750.60
2	175,005.60 SODIUM HYDROXIDE-25% FOR THE WATER / DL DIVISION	1.0000	175,005.60

RFB PW-13-1 SODIUM HYDROXIDE-25% \$.9470
FOR THE WWTP, ESTIMATED-18,000 GALLONS ANNUALLY
FOR THE WATER DIVISION, ESTIMATED-168,000 GALLONS
ANNUALLY. TOTAL NOT TO EXCEED \$176.142 FOR THE
FIRST ANNUAL PERIOD. TAXES, FUEL CHARGES, AND
MILL TAX EXTRA. 10% HAS BEEN ADDED TO ACCOUNT
FOR THESE CHARGES. OPTION FOR THREE ADDITIONAL
ONE-YEAR EXTENSIONS.
SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
OF THIS PURCHASE ORDER YOR ACCEPT THE TERMS AND
CONDITIONS OF THE CITY OF OXNARD.

TOTAL PURCHASE AMOUNT

\$193,756.20



PURCHASE ORDER

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

PURCHASE
ORDER NO.
004205

DATE: 10/8/2012

VENDOR #: 18267

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DETROIT, MI 48213

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OXNARD, CA 93033

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10/16/2013		0000000889	10/05/2012		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE _____

Dr. Thomas E. Holden
Mayor

ATTEST:

APPROVED AS TO CONTENT:

Daniel Martinez
City Clerk

Karen R. Burnham

Karen R. Burnham
Interim City Manager



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

**PURCHASE
ORDER NO.
004205**

DATE: 10/8/2012

VENDOR #: 18267

VENDOR ADDRESS: PVS MINIBULK, INC.
10900 HARPER AVENUE
DETROIT, MI 48213

SHIP TO: WASTEWATER TREATMENT PLT
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OXNARD, CA 93033

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts -		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
62162028438104		18,750.60
60160018438109		175,005.60

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
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 - 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 be 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.

**SPECIAL PROVISIONS
CHEMICAL SUPPLY & DELIVERY**

SUPPLIER SPECIFICATIONS & GENERAL REQUIREMENTS

1. Delivery:

- a. **Timing:** Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
- b. **Delivery vehicles:** Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
- c. **Delivery Driver:** Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
- d. **Posted Speed Limits:** Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
- e. **Delivery Equipment:** Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
- f. **Unloading:** Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
- g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
- h. **Pay Quantity of Bulk Product Delivered:** Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
- i. **Other:** Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
- j. **Deliver To:** City of Oxnard Wastewater Treatment Plant, 6001 South Perkins Road, Oxnard, CA, Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard CA, City of Oxnard Water Campus, 251 South Hayes Avenue, Oxnard, CA, or to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA as required.

2. Quantity:

Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. Invoice:

A separate invoice shall be provided for each delivery during contract period.

4. Specification:

Supplier shall bring apparent error or omissions to City's attention.

Insurance Exhibit I
Living Wage Policy
Current City of Oxnard Business Tax Certificate

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 EngineerAgenda Item No. I-12Reviewed By: City Manager JPB City Attorney SMF Finance QC Public Works**DATE:** October 10, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Easement Agreement and Easement Deed for Recycled Water Line with the Owners of Property Located at the North Side of Hueneme Road and East of Edison Drive (APN 223-0-030-275 and APN 223-0-030-285)**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an Easement Agreement with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive, Agreement No. A-7534.
2. Approve and authorize the Mayor to execute the Certificate of Acceptance for an Easement Deed with RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091005 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, for the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive.

**Easement Agreement and Easement Deed for Recycled Water Line with the Owners of Property
Located at the North Side of Hueneme Road and East of Edison Drive (APN 223-0-030-275 and
APN 223-0-030-285)**

October 10, 2012

Page 2

DISCUSSION

In accordance with the terms and provisions of the Development Agreement dated July 6, 2011, by and between the City of Oxnard and the owners of the property identified by the County Assessor as APN 223-0-030-275 and APN 223-0-030-285, located at the north side of Hueneme Road and east of Edison Drive (Grantor), Grantor is required to enter into an Easement Agreement and execute an Easement Deed to the City at no cost, for the purpose of constructing and maintaining recycled and/or potable water pipelines across the property. (Agreement No. A-7534).

FINANCIAL IMPACT

None.

Attachment #1 - Agreement No. A-7534

#2 - Easement Deed

#3 - Site Map

Project: City of Oxnard – Recycled Waterline Project
APN: 223-0-030-275 & 285
Owner: Ishimoto/Katsuda

EASEMENT AGREEMENT

This Agreement is made and entered into between RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091055 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHA KATSUDA, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, hereinafter collectively referred to as "GRANTOR," and the CITY OF OXNARD. The parties agree as follows:

1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-275 & 285, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

This Agreement is signed and entered into by Grantor this ____ day of _____, 2012.

GRANTOR:

By: _____
Name: RUBY ISHIMOTO

By: _____
Name: KENNY KATSUDA

By: _____
Name: JOHN KATSUDA

By: _____
Name: JAMES KATSUDA

Project: City of Oxnard - Recycled Waterline Project
 APN: 223-0-030-275 & 285
 Owner: Ishimoto/Katsuda

EASEMENT AGREEMENT

This Agreement is made and entered into between RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 16, 2002, as Document No. 2002-91055 of Official Records; JOHN M. KATSUDA, as to an undivided 6/45 interest; JAMES TADASHI KATSUDA, as Trustee of the James Tadashi Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; JAMES KATSUDA, as to an undivided 1/90 interest; RUBY MITSUKO KATSUDA, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; KENNETH K. KATSUDA, as to an undivided 6/45 interest in and to the remainder of said land, hereinafter collectively referred to as "GRANTOR," and the CITY OF OXNARD. The parties agree as follows:

1. Grantor is the owner of property within the South Shore Specific Plan area. Said property is identified by the County Assessor as APN 223-0-030-275 & 285, and is hereinafter referred to as "Grantor's Land".
2. In accordance with the terms and provisions of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard ("City"), Grantor, and other parties, recorded as Document Number 20110714-00103093-0 on July 14, 2011 in the Ventura County Recorder's Office, which contains provisions requiring Grantor to grant to the City at no cost an easement for the purpose of constructing and maintaining recycled and/or potable water pipelines, Grantor has executed concurrent with this Easement Agreement an Easement Deed conveying certain easement rights to City (the "Easement"). The executed Easement Deed is delivered to City herewith for City acceptance.
3. Prior to commencing construction or moving construction equipment on to Grantor's Land, the City shall cause the City's construction contractor to provide Grantor with a certificate of insurance showing Grantor as an additional insured on such contractor's broad-form comprehensive liability and property damage policy providing single limit coverage of not less than \$2,000,000 per occurrence.

The below signatory(ies) for Grantor hereby warrant(s) that he/they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land and that by signature hereon, all such parties have consented to and are bound by this Agreement.

This Agreement is signed and entered into by Grantor this 14 day of Aug, 2012.

GRANTOR:

X By: 
 Name: RUBY ISHIMOTO

By: _____
 Name: KENNY KATSUDA

By: _____
 Name: JOHN KATSUDA

X By: 
 Name: JAMES KATSUDA

By: Noriko Kayano
Name: NORIKO KAYANO

By: _____
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

By: _____
Name: JAMES TADASHA KATSUDA, Trustee

GRANTOR:

By: _____
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

By: _____
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By: _____
Name: KENNETH K. KATSUDA

CITY OF OXNARD:

By _____ Date _____

Name:

Title:

By: _____
Name: NORIKO KAYANO

By: John M. Katsuda
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

By: _____
Name: JAMES TADASHA KATSUDA, Trustee

GRANTOR:

By: _____
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

By: _____
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By: _____
Name: KENNETH K. KATSUDA

CITY OF OXNARD:

By _____ Date _____

Name:

Title:

By: _____
Name: NORIKO KAYANO

By: _____
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

X By: *James Tadasha Katsuda*
Name: JAMES TADASHA KATSUDA, Trustee

GRANTOR:

X By: *James Katsuda*
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

X By: *Ruby M. Katsuda*
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By: _____
Name: KENNETH K. KATSUDA

CITY OF OXNARD:

By _____ Date _____
Name: _____
Title: _____

By: _____
Name: NORIKO KAYANO

By: _____
Name: JOHN M. KATSUDA

GRANTOR: The James Tadasha Katsuda 1991 Trust

By: _____
Name: JAMES TADASHA KATSUDA, Trustee

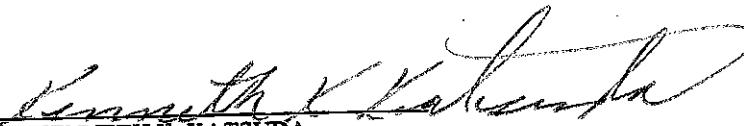
GRANTOR:

By: _____
Name: JAMES KATSUDA

GRANTOR: The Ruby Mitsuko Katsuda 1992 Trust

By: _____
Name: RUBY MITSUKO KATSUDA, Trustee

GRANTOR:

By: 
Name: KENNETH K. KATSUDA

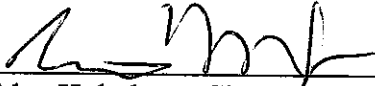
CITY OF OXNARD:

By _____ Date _____
Name: Dr. Thomas E. Holden
Title: Mayor

ATTEST:

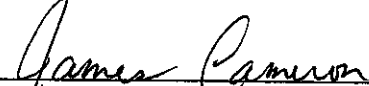
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

 FOR

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director



Lou Balderrama, City Engineer

Recorded at request of and
When recorded return to:

Hamner, Jewell & Associates
Government Real Estate Services
4476 Market Street, Suite 601
Ventura, CA 93003

A.P. No. 223-0-030-275 & 285
(Ventura County)

Space above this line for Recorder's Use
No fee per Government Code 6103

NO TAX DUE

Per Revenue Taxation Code 11922

City of Oxnard

EASEMENT DEED

Oxnard Recycled Waterline

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

RUBY ISHIMOTO; KENNY KATSUDA; JOHN KATSUDA; JAMES KATSUDA; and NORIKO KAYANO in equal shares as to that portion of said land described in deed recorded April 15, 2002, as Document No. 2002-0091055 of Official Records; **JOHN M. KATSUDA**, as to an undivided 6/45 interest; **JAMES TADASHA KATSUDA**, as Trustee of the James Tadasha Katsuda 1991 Trust initially created on April 12, 1991, as to an undivided 16/45 interest; **JAMES KATSUDA**, as to an undivided 1/90 interest; **RUBY MITSUKO KATSUDA**, as Trustee of the Ruby Mitsuko Katsuda 1992 Trust, initially created on November 4, 1992, as to an undivided 33/90 interest; **KENNETH K. KATSUDA**, as to an undivided 6/45 interest in and to the remainder of said land, hereinafter collectively referred to as "Grantor,"

does hereby GRANT to the

CITY OF OXNARD ("CITY")

the following interests in real property:

An **Easement** in gross to survey, install, construct, reconstruct, enlarge, lay, alter, operate, patrol, remove, relocate, replace, and maintain, at City's expense, an underground water conduit and related water facilities for the City of Oxnard Recycled Waterline ("Easement"). The related water facilities may include but are not limited to markers, air valves, manholes, valves, meters, surge control devices, test stations, buried communication devices, buried electrical conduits and devices, pull boxes, and all related incidents, fixtures, and appurtenances. The markers, test stations, pull boxes, blow off valves, air release valves, manholes, other related facilities, and turnouts may be located above ground or partially above ground.

This Easement is granted in accordance with the requirements of that certain Development Agreement dated July 6, 2011, by and between the City of Oxnard, Grantor, and other parties, recorded as Document Number 20110714-0013093-0 on July 14, 2011 in the Ventura County Recorder's Office, which said Development Agreement contains provisions requiring Grantor to grant to the City at no cost an

1/9

Attachment No. 2
Page 1 of 13

easement for the purpose of constructing and maintaining recycled and/or potable water pipelines. This Easement is hereby conveyed in accordance with the requirements of said Development Agreement and it is the City's intent to design and construct such water pipeline(s) consistent with the approved Tentative Tract No. 5427, and nothing within this Easement Deed is intended to restrict, alter or otherwise modify approved Tentative Tract No. 5427. The Easement shall be in, over, on, through, within, under, and across the Easement Area of the Real Property as defined in this paragraph. The "Real Property" is in the County of Ventura, State of California, and is described in Exhibit "A", attached hereto and incorporated by reference herein. The "Easement Area" which comprises the Easement is described in Exhibit "B", attached hereto and incorporated by reference herein.

The Easement(s) described herein shall be SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The facilities and improvements installed in the Easement Area collectively are referred to herein as "City's Facilities." Plans for City Facilities as they exist from time to time shall be maintained at the City's principal offices. Once installed, City shall have no obligation to modify installed facilities except as required for maintenance purposes.

2. City shall have the right of reasonable ingress and egress for personnel, vehicles, and construction equipment to, from, and along the Easement Area at any time, without prior notice, including the right to use lanes, drives, rights-of-way, and roadways within the Real Property which now exist or which hereinafter may be constructed, as shall be convenient and necessary for the purpose of exercising the rights herein set forth; provided, however, that nothing herein shall prevent or limit Grantor's rights to close such roadways, lanes, or rights-of-way, and to provide City with comparable alternative access to the Easement Area, as deemed reasonable by the City.

3. As the amount of earth or other fill over its facilities can affect the structural integrity of the City's underground facilities, City shall have the right to maintain the height of earth or other fill over City's underground Facilities. Grantor(s) shall not temporarily or permanently modify, or allow others to in any way modify, the ground surface elevation in the Easement Area from the elevation established upon completion of construction of the City's Facilities without the City's written consent, which consent shall not be withheld unreasonably. City's approval of Grantor's development and grading plans for the Real Property shall for all purposes hereunder constitute City's written consent. Grantor(s) shall not conduct, or permit others to conduct, grading or other development activities that have not been approved by City, or use, or permit others to use the Easement Area in a manner that is likely to damage the City Facilities.

4. The Easement(s) is subject to all existing fencing, canals, irrigation ditches, laterals, pipelines, roads, electrical transmission facilities, and communication lines existing on the date this easement is granted, and all future uses by Grantor and its successors which do not directly or indirectly interfere with or endanger the City's exercise of the rights described herein, including, without limitation, the right to use the Easement Area for agricultural purposes (excepting vegetation which endangers the integrity of City Facilities), as well the right to construct development improvements in accordance with a City-approved Development Plan; provided, however, that City shall have the right to clear and keep clear from the Easement Area all buildings, structures, walls, and other facilities of a permanent nature, and any earth cover or stockpile of material hereafter placed which interfere with City's use of the Easement Area and have been installed or placed without the City's prior written consent. Grantor shall not construct, nor permit others to construct, such permanent facilities which conflict with City's ability to use the Easement Area without the City's prior written consent. The provisions of this paragraph are not intended to prohibit or otherwise affect the construction of street and other improvements constructed by Grantor and its successors in accordance with a City-approved Development Plan. In addition to any other legal and equitable remedies for violations of this paragraph, City shall have the right to do all

things necessary and proper to remove any such vegetation, structural improvements, and materials, at Grantor's expense.

5. Subsequent to the grant of this Easement, Grantor shall not grant any easements of any kind whatsoever to parties other than City and public utilities in, over, on, through, within, under and across the Easement Area without the prior written approval of the City, which approval shall not be withheld unreasonably. City's approval of a Development Plan for the Real Property that identifies any and all new easements within the Easement Area shall be deemed City approval of said identified easements for purposes of this paragraph.

6. Grantor further grants City a temporary construction easement for the purposes of facilitating construction of City Facilities, including the right to place equipment and vehicles, pile earth thereon, and utilize said temporary construction easement for all other related activities and purposes in, on, over, under, through, and across that certain portion of the Real Property which is described and identified as "Temporary Construction Easement Area" in Exhibit "B", attached hereto and incorporated by reference herein ("Temporary Construction Easement"). Said Temporary Construction Easement shall commence ninety (90) days after issuance by City of a Notice of Commencement of Construction, which shall be issued to Grantor by U.S. Mail, and shall automatically terminate upon completion of construction of City Facilities and restoration of the Temporary Construction Easement Area, or 6 months after the date of the Notice of Commencement of Construction, whichever occurs first. In any event, without further notice, this Temporary Construction Easement shall automatically terminate, without the necessity of recording any instrument of termination, on June 30, 2013. Following the termination of the Temporary Construction Easement, City shall promptly restore, at its expense, any portion of the Real Property to the condition existing prior to City exercising its rights hereunder, provided that City shall not be obligated to replant any crops disturbed by the Temporary Construction Easement Area. Grantor agrees to harvest, or to assure that all crops growing within the Easement Area or Temporary Construction Easement Area are harvested, prior to the commencement of City's construction, provided that City provides Grantor with written ninety (90) day advance Notice of Commencement of Construction referenced in this paragraph. Grantor agrees not to replant, nor allow others to replant, anything within the Easement Area or Temporary Construction Easement Area after the date of said Notice of Commencement of Construction until all construction and restoration work is completed by City on the easement.

7. City shall be solely responsible for, and shall pay all costs or expenses associated with the installation, construction, maintenance and repair of the City facilities.

8. City shall not assign or transfer the easements granted herein without the prior written consent of Grantor, which consent shall not be unreasonably withheld, and any attempt to do so without the prior written consent of Grantor shall be null and void.

9. In the event of any litigation relating to this instrument or the breach or interpretation thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

10. This instrument contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations, discussions, offers, understandings, representations and agreements with respect to the matters herein.

Signature(s) follow on next page.....

This Deed may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same instrument.

GRANTOR:

Date: 7-20-12

By: Ruby Ishimoto

RUBY ISHIMOTO

State of California

County of Ventura

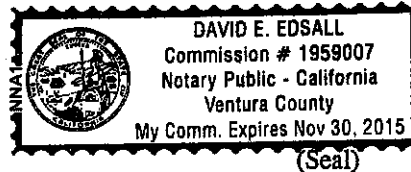
On July 20, 2012 before me, David E. Edsall

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

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

WITNESS my hand and official seal.

Signature of Notary Public



(Seal)

GRANTOR:

Date: July 24, 2012

By: Kenny Katsuda

KENNY KATSUDA

State of California

County of Ventura

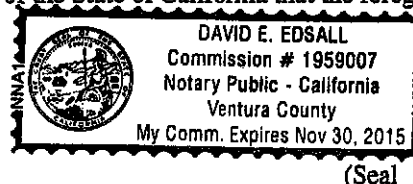
On July 24, 2012 before me, David E. Edsall

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

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

WITNESS my hand and official seal.

Signature of Notary Public



(Seal)

GRANTOR:

Date: 7-16-2012

By: [Signature]
JOHN KATSUDA

Arizona
State of ~~California~~

County of Yavapai

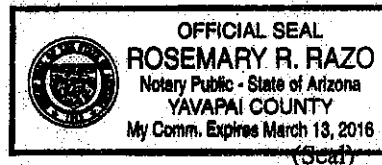
On 7/16/12 before me, Rosemary R. Razo

Notary Public, personally appeared John Katsuda
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~~ Arizona that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Rosemary R. Razo
Signature of Notary Public



GRANTOR:

Date: _____

By: _____
JAMES KATSUDA

State of California

County of _____

On _____ before me, _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

GRANTOR:

Date: _____

By: _____
JOHN KATSUDA

State of California

County of _____

On _____ before me, _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

GRANTOR:

Date: July 20, 2012

By: James Katsuda
JAMES KATSUDA

State of California

County of Ventura

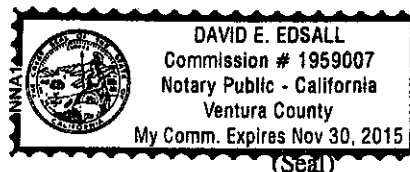
On July 20, 2012 before me, David E. Edsall,

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

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

WITNESS my hand and official seal.

Signature of Notary Public



GRANTOR:

Date: 8/18/12

By: Noriko Kayano
NORIKO KAYANO

State of California

County of Orange

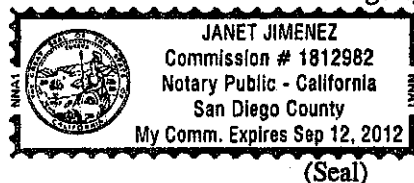
On August 18, 2012 before me, Janet Jimenez

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

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

WITNESS my hand and official seal.

Signature of Notary Public



GRANTOR:

Date: _____

By: _____
JOHN M. KATSUDA

State of California

County of _____

On _____ before me, _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

GRANTOR:

Date: _____

By: _____
NORIKO KAYANO

State of California

County of _____

On _____ before me, _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

GRANTOR:

Date: 7-16-2012

By: *[Signature]*
JOHN M. KATSUDA

Arizona
State of ~~California~~

County of Yavapai

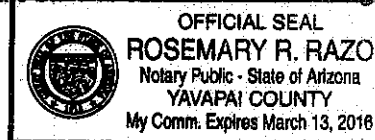
On 7/16/12 before me, Rosemary R. Razo

Notary Public, personally appeared John m. Katsuda
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~~ Arizona that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Rosemary R. Razo
Signature of Notary Public



(Seal)

GRANTOR:

Date: July 20, 2012

The James Tadasha Katsuda 1991 Trust

By: James Tadasha Katsuda
JAMES TADASHA KATSUDA, Trustee

State of California

County of Ventura

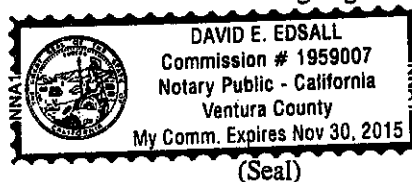
On July 20, 2012 before me, David E. Edsall

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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



GRANTOR:

Date: July 20, 2012

By: James Katsuda
JAMES KATSUDA

State of California

County of Ventura

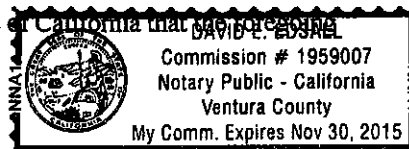
On July 20, 2012 before me, David E. Edsall

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

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

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



(Seal)

GRANTOR:

The Ruby Mitsuko Katsuda 1992 Trust

Date: 7-20-12

By: Ruby M. Katsuda
RUBY MITSUKO KATSUDA, Trustee

State of California

County of Ventura

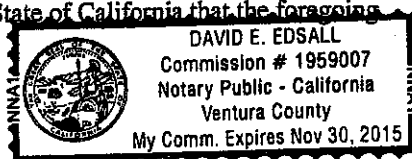
On July 20, 2012 before me, David E. Edsall

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

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

WITNESS my hand and official seal.

Signature of Notary Public



(Seal)

GRANTOR:

Date: July 24, 2012

By: Kenneth K. Katsuda
KENNETH K. KATSUDA

State of California

County of Ventura

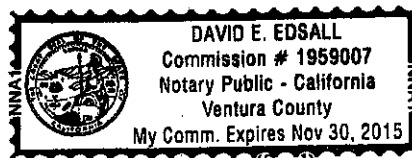
On July 24, 2012 before me, David E. Edsall

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

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

WITNESS my hand and official seal.

Signature of Notary Public



(Seal)

**CERTIFICATE OF ACCEPTANCE
GOVERNMENT CODE SECTION 27281**

This is to certify that the City of Oxnard, a municipal corporation, hereby accepts for public purposes the real property, or interest therein, described in that deed dated _____, from **RUBY ISHIMOTO, KENNY KATSUDA, JOHN KATSUDA, JAMES KATSUDA, NORIKO KAYANO, JOHN M. KATSUDA, JAMES TADASHA KATSUDA**, as Trustee **JAMES KATSUDA, RUBY MITSUKO KATSUDA**, as Trustee, and **KENNETH K. KATSUDA**, grantors therein, to the City of Oxnard, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 201__.

City of Oxnard

By _____

Name Dr. Thomas E. Holden

Title Mayor

ATTEST:

Daniel Martinez
City Clerk

Date

APPROVED AS TO FORM:


Alan Holmberg
City Attorney

LEGAL DESCRIPTION

EXHIBIT "A"

Part of Subdivision 83, as the same is designated and delineated upon that certain map entitled "Map of Rancho El Rio de Santa Clara o'la Colonia, Partitioned by Order Dist. Court 1st Jud. Dist. California," and filed in the office of the County Clerk of said County, in that certain action entitled "Thomas A. Scott, et al., Pliffs. Vs. Rafael Gonzales, et al. Defts." brought for the purpose of partitioning said Rancho El Rio de Santa Clara o'la Colonia; said real property being designated and delineated as "Estate of J. Rasmussen" upon that certain map entitled "Map of Lands in Subdivisions Nos. 72, 82 and 83 of Ranch El Rio de Santa Clara o'la Colonia, Ventura County, Cal.," and recorded in the office of the County Recorder of said Ventura County, in Book 3, Page 48 of Miscellaneous Records, being described and delineated on Parcel Map Waiver No. 652, recorded December 22, 1992, as Document No. 92-232624 of Official Records.

EXCEPT therefrom one-half of the minerals, oil, gas, or other hydrocarbon substances in and under said land, without the right of surface entry or any right of entry in and to the subsurface thereof, at a depth of less than 500 feet beneath the surface for the development or removal of said substances, as provided in the deed recorded November 1, 1963, in Book 2420, Page 432 of Official Records.

A "Notice of Intent to Preserve Interest", recorded January 4, 1990, as Document No. 90-001333 of Official Records.

ALSO EXCEPT therefrom one-half interest in and to all oil, petroleum, gas, coal, asphaltum and other minerals and mineral substances of every kind and character, as provided in the deed from Lena Sinclair, a married woman formerly known as Lena Kohler and Augusta Leach, a married woman, in deed recorded April 1, 1955, in Book 1278, Page 123 of Official Records.

APN: 223-0-030-275,285

EXHIBIT B

The southerly 35 feet of the westerly 232 feet, and the southerly 15 feet of the easterly 100 feet of that certain parcel of land described in the deed recorded February 15, 1995 as Instrument No. 95-19483 in the office of the County Recorder of Ventura County, California.

TOGETHER WITH a temporary construction easement, 20 feet wide, lying northerly of and adjoining said strip of land.

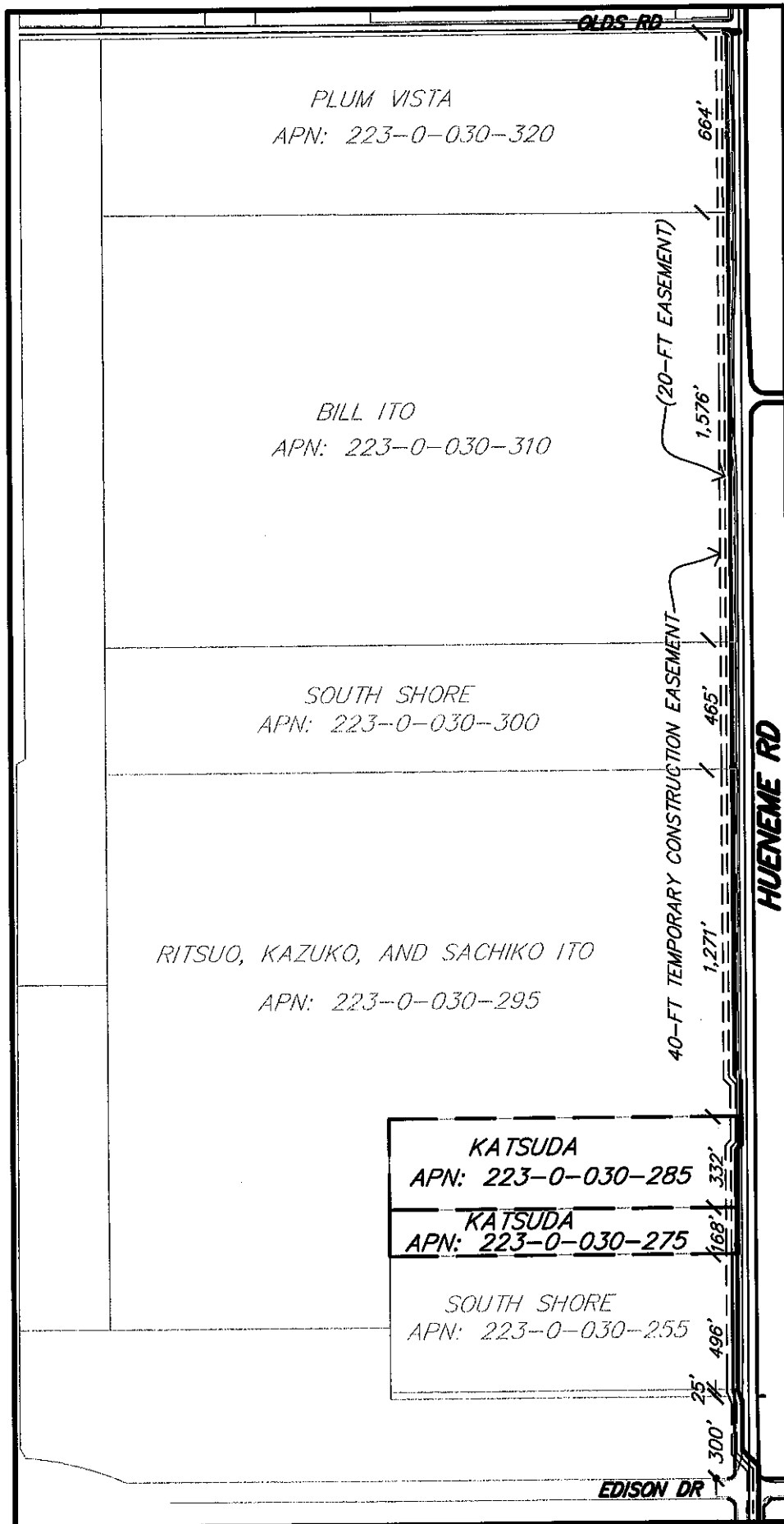


Warren D. Smith

223-0-030-285



NO SCALE





INFORMATION ONLY

NO ACTION REQUIRED

DATE: October 15, 2012

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in cursive script that reads "James Cameron".

SUBJECT: Monthly Budget Status Report for the Period Ending September 30, 2012
(Fiscal Year 2012-13)

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending September 30, 2012. Because this report includes year-end accruals for Fiscal Year 2011-12, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

**City of Oxnard
Monthly Budget Status Report
For the Period Ending September 30, 2012**

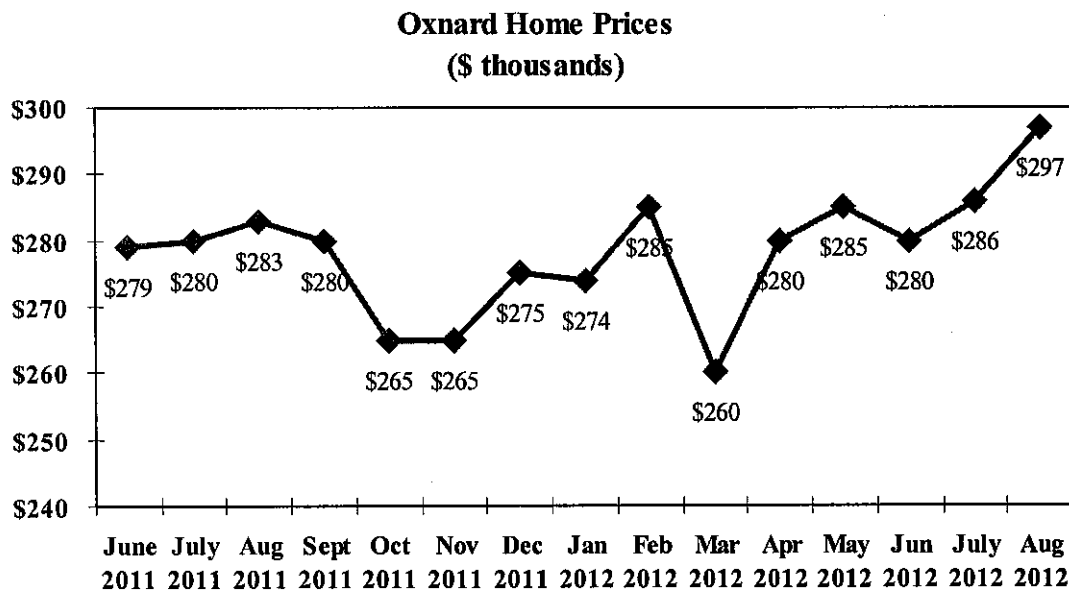
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Economic & Budget Trends

While the most recent economic data continue to be positive, there also continues to be important downside risk for the next calendar year. The “Fiscal Cliff” as the mandatory budget balancing requirement is known, will have a negative impact on the economy although the timing and extent is not known. Europe is still experiencing economic discord even as financial tools are gradually being put in place. And the economic slow down in Asia, particularly China is becoming more pronounced.

In the short term, the national economy is doing reasonably well. The unemployment rate somewhat unexpectedly fell to 7.8%. The recently published Thomson Reuters/ University of Michigan consumer sentiment index rose to 83.1 this month, up from 78.3 last month. August retail sales at the national level were 5.3% higher than a year ago excluding autos which were up 9.3%. Housing data continues to support the consensus that the housing market has stabilized. The following graph shows Oxnard single family home prices.



Staff is currently evaluating actual revenue and expenditure data through September and as a result, fiscal year forecasts are not available at this time.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 25,888,000	\$ 25,888,000	\$ 187,534 a
Property Tax in-lieu of Vehicle License Fee	14,310,000	14,310,000	-
Sales Tax	25,245,000	25,245,000	1,229,075 b
Other Taxes and Fees	12,469,000	12,469,000	2,165,191 c
Licenses and Permits	1,984,000	1,984,000	551,660
Intergovernmental	12,956,140	12,956,140	2,747,410 c
Charges for Services	11,023,518	11,023,518	1,743,173
Fines and Forfeitures	653,000	653,000	32,619 c
Investment Earnings	216,000	216,000	11,682
Miscellaneous	3,956,000	3,956,000	348,091
Total Operating Revenues	\$ 108,700,658	\$ 108,700,658	\$ 9,016,435
Operating Expenditures			
General Government	10,546,550	10,565,950	2,093,702
Public Safety	63,681,364	63,681,364	13,090,803
Transportation	3,745,333	3,715,333	693,424
Community Development	9,543,962	9,492,562	2,293,740
Culture and Recreation	15,716,274	15,778,274	3,598,352
Total Operating Expenditures	\$ 103,233,483	\$ 103,233,483	\$ 21,770,021
NET REVENUES FROM OPERATIONS	\$ 5,467,175	\$ 5,467,175	\$ (12,753,586)

Notes:

- a Current year receipts reduced for year-end accrual of \$1,330,649.
- b Current year receipts reduced for year-end accrual of \$4,582,486 to prior year.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$745,340.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ -
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>-</u>
Non-operating Uses			
Capital outlay	75,000	75,000	-
Transfers out	<u>5,429,175</u>	<u>5,429,175</u>	<u>226,290</u> d
Sub-total Non-operating Uses	<u>5,504,175</u>	<u>5,504,175</u>	<u>226,290</u>
NET NON-OPERATING SOURCES AND USES	\$ (5,467,175)	\$ (5,467,175)	\$ (226,290)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>-</u>	<u>12,979,876</u> e
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 12,979,876
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.
e Temporary use of fund balance due to lag in property taxes and recognition of future years.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ - a
Investment Earnings	<u>90,000</u>	<u>90,000</u>	<u>8,047</u>
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 8,047
Operating Expenditures			
General Government	-	73,222	-
Public Safety	2,833,460	5,362,759	719,742
Transportation	900,000	1,213,924	185,658
Community Development	350,000	659,273	16,557
Culture and Recreation	<u>1,295,000</u>	<u>1,402,626</u>	<u>34,732</u>
Total Operating Expenditures	\$ 5,378,460	\$ 8,711,804	\$ 956,689
NET REVENUES FROM OPERATIONS	\$ 5,711,540	\$ 2,378,196	\$ (948,642)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	<u>700,000</u>	<u>11,409,781</u>	<u>1,238,614</u>
Sub-total Non-operating Uses	700,000	11,409,781	1,238,614
NET NON-OPERATING SOURCES AND USES	\$ (700,000)	\$ (11,409,781)	\$ (1,238,614)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	14,043,125	2,187,256 b
TOTAL USE OF FUND BALANCE	\$ -	\$ 14,043,125	\$ 2,187,256
FISCAL YEAR BALANCE	\$ 5,011,540	\$ 5,011,540	\$ -

Notes:

a Current year receipts reduced for year-end accrual of \$3,022,800 to prior year.

b Carryover of prior year project balances.

**City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 5,465,141	\$ 9,736,321	\$ 831,371
Fines and forfeitures	-	-	12,006
Investment Earnings	-	-	1,177
Miscellaneous	-	100,731	124,707
Total Operating Revenues	\$ 5,465,141	\$ 9,837,052	\$ 969,261
Operating Expenditures			
General Government	-	-	-
Public Safety	200,000	3,644,470	451,447
Transportation	-	-	-
Community Development	3,604,704	3,878,782	930,544
Culture and Recreation	186,103	216,310	44,632
Total Operating Expenditures	\$ 3,990,807	\$ 7,739,562	\$ 1,426,623
NET REVENUES FROM OPERATIONS	\$ 1,474,334	\$ 2,097,490	\$ (457,362)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,477,414	2,149,414	685,009
Transfers out	-	-	-
Sub-total Non-operating Uses	1,477,414	2,149,414	685,009
NET NON-OPERATING SOURCES AND USES	\$ (1,477,414)	\$ (2,149,414)	\$ (685,009)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	49,999	49,999
From Available Fund Balance	3,080	3,080	1,092,372 ^a
TOTAL USE OF FUND BALANCE	\$ 3,080	\$ 53,079	\$ 1,142,371
FISCAL YEAR BALANCE	\$ -	\$ 1,155	\$ -

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 13,516,600	\$ 13,516,600	\$ 329,390
Licenses and Permits	755,314	755,314	721,357
Intergovernmental	5,921,041	5,921,041	1,087,535
Growth and Development Fees	1,808,100	1,808,100	476,199
Charges for services	55,300	55,300	6,574
Fines and forfeitures	400,000	400,000	(10,221)
Investment Earnings	690,716	690,716	28,877
Special Assessments	8,046,810	8,046,810	197,513
Miscellaneous	793,600	793,600	163,747
Total Operating Revenues	\$ 31,987,481	\$ 31,987,481	\$ 3,000,971
Operating Expenditures			
General Government	260,084	260,084	116,842
Public Safety	19,211,930	19,361,930	3,368,560
Transportation	5,914,422	5,922,901	1,178,700
Community Development	9,400	9,400	47 a
Culture and Recreation	4,779,556	4,779,556	1,129,056
Total Operating Expenditures	\$ 30,175,392	\$ 30,333,871	\$ 5,793,205
NET REVENUES FROM OPERATIONS	\$ 1,812,089	\$ 1,653,610	\$ (2,792,234)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,335,798	\$ 6,335,798	\$ - b
Sub-total Non-operating Sources	6,335,798	6,335,798	-
Non-operating Uses			
Interest Expense	3,030,074	4,128,419	376,444
Payment of Principal	3,575,684	3,800,684	342,390
Capital Outlay	3,207,162	7,628,046	2,137,310
Affordable housing projects	-	3,300,000	-
Transfers out	1,788,471	1,788,471	- b
Sub-total Non-operating Uses	11,601,391	20,645,620	2,856,144
NET NON-OPERATING SOURCES AND USES	\$ (5,265,593)	\$ (14,309,822)	\$ (2,856,144)

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	8,079,363	33,336
From Available Fund Balance	<u>3,453,504</u>	<u>4,576,849</u>	<u>5,615,042</u>
TOTAL USE OF FUND BALANCE	<u>\$ 3,453,504</u>	<u>\$ 12,656,212</u>	<u>\$ 5,648,378</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

- a Use of affordable housing in-lieu fees.
- b Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 10,478,775	\$ 10,478,775	\$ - a
Rental Income	-	-	28,227
Miscellaneous and Reimbursements	-	-	117,915
Total Operating Revenues	\$ 10,478,775	\$ 10,478,775	\$ 146,142
Operating Expenditures			
Salaries and Wages	-	-	65,040
Contracts and Services	-	-	119,545
General and Administrative	305,207	305,207	97,842
Total Operating Expenditures	\$ 305,207	\$ 305,207	\$ 282,427
NET REVENUES FROM OPERATIONS	\$ 10,173,568	\$ 10,173,568	\$ (136,285)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	11,878
Sub-total Non-operating Sources	-	-	11,878
Non-operating Uses			
Capital Outlay	-	-	200,395
Interest Expense	-	-	1,003,458
Approved Projects	10,173,568	10,173,568	- a
Transfers out	-	-	-
Sub-total Non-operating Uses	10,173,568	10,173,568	1,203,853
NET NON-OPERATING SOURCES AND USES	\$ (10,173,568)	\$ (10,173,568)	\$ (1,191,975)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	(1,410,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	2,738,260 b
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 1,328,260
FISCAL YEAR BALANCE	\$ -	\$ -	\$ 0

Notes:

- a Amounts approved by the California Department of Finance (DOF). AB 1484 allows for successor agencies to request a meet and confer session to discuss the findings of the DOF.
- b Revenues were received from the County in June 2012 for expenditures approved in the Recognized Obligation Payment Schedule for July 2012 to December 2013.

**City of Oxnard
Water Funds
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,810,000	\$ 43,810,000	\$ 10,086,254
Security/Contamination Prevention Fees	770,000	770,000	56,805
Miscellaneous and Reimbursements	5,000	5,000	150,748
Total Operating Revenues	\$ 44,585,000	\$ 44,585,000	\$ 10,293,807
Operating Expenditures			
Salaries and Wages	5,014,491	5,014,491	879,148
Contracts and Services	2,236,046	2,416,212	286,970
Operating Supplies	1,060,600	1,060,600	56,962
Water Acquisition	18,784,000	18,784,000	3,625,171
General and Administrative	4,285,132	4,104,966	818,429
Total Operating Expenditures	\$ 31,380,269	\$ 31,380,269	\$ 5,666,680
NET REVENUES FROM OPERATIONS	\$ 13,204,731	\$ 13,204,731	\$ 4,627,127
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	- a
Investment Earnings	2,294,000	2,294,000	14,510
Connection Fees	460,000	460,000	423,696
Sub-total Non-operating Sources	4,821,900	4,821,900	438,206
Non-operating Uses			
Capital Outlay (non-debt financed)	3,900,000	3,992,653	347,772
Interest Expense	11,414,089	11,414,089	3,121,412
Transfers Out	1,348,277	1,348,277	- b
Sub-total Non-operating Uses	16,662,366	16,755,019	3,469,184
NET NON-OPERATING SOURCES AND USES	\$ (11,840,466)	\$ (11,933,119)	\$ (3,030,978)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,701,940)	(3,701,940)	(524,062)
Designated for Authorized Projects & Encumbrances	-	92,653	-
Use of Bond Principal	-	-	(517,118)
From/(To) Capital Reserve	2,337,675	2,337,675	(554,969)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,364,265)	\$ (1,271,612)	\$ (1,596,149)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.
b Loan to Golf Fund

City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 24,380,000	\$ 24,380,000	\$ 5,190,102
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	485,000	485,000	48,785 a
Total Operating Revenues	\$ 25,015,000	\$ 25,015,000	\$ 5,238,887
Operating Expenditures			
Salaries and Wages	6,579,505	6,579,505	1,244,547
Contracts and Services	4,997,327	4,997,327	906,151
Operating Supplies	1,761,200	1,761,200	354,574
General and Administrative	3,551,920	3,551,920	742,804
Total Operating Expenditures	\$ 16,889,952	\$ 16,889,952	\$ 3,248,076
NET REVENUES FROM OPERATIONS	\$ 8,125,048	\$ 8,125,048	\$ 1,990,811
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	30,000	30,000	7,630
Connection Fees	380,000	380,000	81,067
Sub-total Non-operating Sources	410,000	410,000	88,697
Non-operating Uses			
Capital Outlay (non-debt financed)	4,275,000	1,855,000	(923)
Interest Expense	6,940,157	6,940,157	208,345
Sub-total Non-operating Uses	11,215,157	8,795,157	207,422
NET NON-OPERATING SOURCES AND USES	\$ (10,805,157)	\$ (8,385,157)	\$ (118,725)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,487,939)	(4,487,939)	(16,701)
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	280,000	-
From/(To) Capital Reserve	7,168,048	4,468,048	(1,855,385)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 2,680,109	\$ 260,109	\$ (1,872,086)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 44,510,000	\$ 44,510,000	\$ 5,886,080 a
Security/Contamination Prevention Fees	79,000	79,000	-
Miscellaneous and Reimbursements	255,000	255,000	41,017
Total Operating Revenues	\$ 44,844,000	\$ 44,844,000	\$ 5,927,097
Operating Expenditures			
Salaries and Wages	7,062,747	7,062,747	1,388,362
Operating Supplies	613,700	613,700	32,134
Contracts and Services	26,779,699	26,779,699	5,293,787
General and Administrative	3,764,040	3,764,040	703,477
Total Operating Expenditures	\$ 38,220,186	\$ 38,220,186	\$ 7,417,760
NET REVENUES FROM OPERATIONS	\$ 6,623,814	\$ 6,623,814	\$ (1,490,663)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	170,400	170,400	2,331
Connection Fees	35,340	35,340	23,861
Sub-total Non-operating Sources	205,740	205,740	26,192
Non-operating Uses			
Capital Outlay (non-debt financed)	280,500	280,500	54,131
Interest Expense	771,452	771,452	4,883
Transfers out	62,110	62,110	- b
Sub-total Non-operating Uses	1,114,062	1,114,062	59,014
NET NON-OPERATING SOURCES AND USES	\$ (908,322)	\$ (908,322)	\$ (32,822)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,728,756)	(3,728,756)	(77,700)
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	-	-
From/(To) Capital Reserve	(1,986,736)	(1,986,736)	1,601,185
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,715,492)	\$ (5,715,492)	\$ 1,523,485
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Current year revenues reduced by \$2,358,000 accrual to FY 2012

b Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Golf
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,021,591	\$ 4,021,591	\$ -
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	\$ 4,031,591	\$ 4,031,591	\$ -
Operating Expenditures			
Salaries and Wages	66,068	66,068	13,799
Operating Supplies	-	-	-
Contracts and Services	3,938,573	3,938,573	474
General and Administrative	205,716	205,716	44,028
Total Operating Expenditures	\$ 4,210,357	\$ 4,210,357	\$ 58,301
NET REVENUES FROM OPERATIONS	\$ (178,766)	\$ (178,766)	\$ (58,301)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,348,277	1,348,277	-
Investment Earnings	-	-	(955)
Sub-total Non-operating Sources	1,348,277	1,348,277	(955)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	149,097	149,097	7,546
Transfers out	-	-	-
Sub-total Non-operating Uses	229,597	229,597	7,546
NET NON-OPERATING SOURCES AND USES	\$ 1,118,680	\$ 1,118,680	\$ (8,501)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(939,914)	(939,914)	-
Designated for Authorized Projects & Encumbrances	-	-	12,804
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (939,914)	\$ (939,914)	\$ 12,804
FISCAL YEAR BALANCE	\$ -	\$ -	\$ (53,998)

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended September 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 450,200	\$ 450,200	\$ 97,332
Miscellaneous	20,000	20,000	11,287
Total Operating Revenues	\$ 470,200	\$ 470,200	\$ 108,619
Operating Expenditures			
Salaries and Wages	950,194	950,194	219,351
Operating Supplies	300	300	-
Contracts and Services	252,355	252,355	66,938
General and Administrative	172,511	172,511	37,467
Total Operating Expenditures	\$ 1,375,360	\$ 1,375,360	\$ 323,756
NET REVENUES FROM OPERATIONS	\$ (905,160)	\$ (905,160)	\$ (215,137)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	226,290 a
Investment Earnings	-	-	(779)
Sub-total Non-operating Sources	905,160	905,160	225,511
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 225,511
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	(10,374)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ -	\$ -	\$ (10,374)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due.



Meeting Date: 10/23/2012

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

Prepared By: Grant Dunne, Management Analyst III *Grant Dunne* Agenda Item No. 0-2

Reviewed By: City Manager *JRB* City Attorney *BT* Finance *JC* Public Works

DATE: October 10, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department *S.R.*

SUBJECT: Second Amendment to Agreement for Consulting Services with HF & H Consultants, LLC. (Agreement No. 5594-11-PW)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Consulting Services with HF & F Consultants, LLC. ("HFH") for the implementation, management and facilitation of the Request for Proposal (RFP) for the operation and maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) and to increase the value of the Agreement by \$168,866 from \$25,000 to \$193,866 and to extend the term from October 25, 2013 to December 31, 2013.
2. Approve a special budget appropriation in the amount of \$168,866 from the Solid Waste Enterprise Fund to provide funding for Second Amendment to Agreement with HFH.

DISCUSSION

On October 26, 2011 the City and HFH entered into Agreement No. 5594-11-PW (Agreement) for HFH to assist staff with the preparation, review and analysis of a one-year service agreement with Republic Services for the operation and maintenance of the Del Norte Facility. This work was completed by HFH and a one year service agreement was executed between the City and Republic Services with the option for additional (6) month extensions up to 18 months.

On May 8, 2012, the City Council directed staff to review the RFP for the operation and maintenance of the Del Norte Facility with the Utilities Task Force Committee (UTF). On August 23, 2012 the UTF approved issuing a new RFP. On August 28, 2012, the City and HFH entered into the First Amendment of Agreement for HFH to assist staff with the preparation of a RFP for the operation and maintenance of the Del Norte Facility. A draft RFP has been prepared and is currently being reviewed.

Second Amendment to Agreement for Consulting Services with HF & H Consultants, LLC.

(Agreement No. 5594-11-PW)

October 10, 2012

Page 2 of 2

On September 18, 2012, the City Council received a verbal report from the Interim Public Works Director regarding the status of the RFP. Comments received by staff from Council members included the RFP scheduled time-line, the procurement process between the methods of RFP and Request for Bid, transparency, waste and recycling technology relating to operations at the Del Norte Facility, and the feasibility of the City operating the Del Norte Facility.

Staff recommends a Second Amendment to Agreement for HFH to implement, manage, and facilitate the RFP process, to complete further revisions to the RFP document including the scheduled time-line, and to work with staff to evaluate the feasibility of the City operating the Del Norte Facility.

FINANCIAL IMPACT

The attached Special Budget Appropriation allocates \$168,866 from the Solid Waste Operating Fund Balance to provide funding for the Second Amendment to Agreement with HFH.

Attachment #1 - Second Amendment to Agreement 5594-11-PW

#2 - Special Budget Appropriation

#3 HF&H Consultants, LLC Procurement Proposal

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 23th day of October, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and HF & H Consultants, LLC ("Consultant"). This Second Amendment amends the Agreement entered into on October 26, 2011, by City and Consultant. The Agreement previously has been amended on August 28, 2012, by a First Amendment.

City and Consultant agree as follows:

1. In section 12 of the Agreement, the expiration date "October 25, 2013" is deleted and replaced with the date "December 31, 2013."
2. In section 14a of the Agreement, the figure "\$25,000" is deleted and replaced with the figure "\$193,866."
3. Exhibit A-1 of the Agreement is supplemented by Exhibit A-2, attached hereto and incorporated herein by reference.
4. Exhibit B-1 of the Agreement is supplemented by Exhibit B-2, attached hereto and incorporated herein by reference.
5. Exhibit C-1 of the Agreement is supplemented by Exhibit C-2, attached hereto and incorporated herein by reference.
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

Robert D. Hilton, President
HF & H Consultants, LLC

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg, City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Exhibit A-2: Scope of Work

The City of Oxnard's current Contract for the Operation and Maintenance of its Del Norte Regional Material Recycling and Transfer Station will expire on January 31, 2013 with the City's option to extend the term in six (6) month increments for not more than 18 months. Due to the complexity of the operations performed, assistance is required from a Consulting firm with expertise in the Solid Waste Industry to develop, implement, manage and facilitate the Request for Proposal, develop the Contract, and provide other related services as needed.

SCOPE OF WORK

PART I

TASK 1 COMPLETE AND RELEASE REQUEST FOR PROPOSAL (RFP) PACKAGE - \$10,864

- 1.1 Consultant shall conduct initial planning-level analysis of possible City operation of Material Recovery Facility (MRF), based on timely City provision of information and responses to questions; Consultant shall conduct initial planning-level analysis of transfer and/or MRF technology options.

Outcome/Product Delivery: Powerpoint presentation to Council
Meetings: 0

- 1.2 Consultant shall prepare and deliver Powerpoint presentation of approximately 20 slides covering procurement process integrity including City Council and staff roles and communication protocols, and possible use of an independent evaluation team; possible City operation of MRF (based on initial planning-level analysis) and structuring of a managed competition; the possible role of new transfer and/or MRF technology in the procurement; Consultant role in managing the process; key activities and schedule.

Outcome/Product Delivery: Powerpoint presentation to Council
Meetings: 1

TASK 2 FINALIZE RFP PACKAGE - \$15,374

- 2.1 Consultant shall revise final draft RFP, agreement and proposal forms to reflect City comments and any substantive changes in process, such as managed competition, more specified evaluation and selection process, etc; submit to City for final review.

Outcome/Product Delivery: Final revised RFP documents
Meetings: 0

Exhibit A-2: Scope of Work Continued

- 2.2** Consultant shall make final revisions to RFP, agreement and proposal forms, reflecting final City comments.

Outcome/Product Delivery: Final RFP documents
Meetings: 0

TASK 3 COUNCIL REVIEW OF FINAL RFP PACKAGE - \$10,647

- 3.1** Consultant shall prepare draft Council presentation of final RFP package for City staff review.

Outcome/Product Delivery: Draft Powerpoint
Meetings: 0

- 3.2** Consultant shall finalize presentation based on staff comments and presents draft RFP package to Council.

Outcome/Product Delivery: Final Powerpoint
Meetings: 1

- 3.3** Consultant shall finalize RFP package as necessary to reflect Council direction.

Outcome/Product Delivery: Final RFP package
Meetings: 0

TASK 4 DISTRIBUTE RFP AND CONDUCT PRE-PROPOSAL PROCESS - \$17,898

- 4.1** Consultant shall contact each Request for Qualified (RFQ) respondent and update information as necessary; Consultant shall prepare Consultant's website to host process using a password protected portal and making all applicable documents available as downloads; Consultant shall send email notification of RFP availability to all RFQ respondents.

Outcome/Product Delivery: Final RFP contact list and dedicated website page
Meetings: 0

- 4.2** Consultant shall prepare for, and facilitate pre-proposal conference.

Outcome/Product Delivery: Agenda, Powerpoint
Meetings: 1

- 4.3** Consultant shall facilitate receipt of proposer questions and Consultant shall respond with written RFP addenda posted to website; includes communication with specified City staff as questions dictate.

Outcome/Product Delivery: Up to two addenda
Meetings: 0

Exhibit A-2: Scope of Work Continued

PART II

TASK 5 EVALUATION PLANNING AND EVALUATION TEAM MEETING 1 - \$7,491

- 5.1** Consultant shall make initial contact with evaluation team members; Consultant shall develop description of evaluation process and materials for evaluation team use intended to ensure a full transparent process (budget assumes that City determines composition of evaluation team and obtains commitments to participate).

Outcome/Product Delivery: Agenda, process description, and team materials (scoring sheets, etc...)

Meetings: 0

- 5.2** Proposals submitted (budget assumes three, including City as applicable); Consultant shall facilitate 1st meeting of team soon after receipt of proposals to present guidelines, overview of RFP package, brief bullet point summary of proposals, distribute RFP and proposals, and discuss and distribute evaluation materials.

Outcome/Product Delivery: Agenda

Meetings: 1

TASK 6 INITIAL PROPOSAL EVALUATION (EVALUATION TEAM MEETING 2) - \$18,295

- 6.1** Consultant shall conduct an initial check of proposals for meeting minimum standards (pass/fail); instruct evaluation team to only review passing proposals.

Outcome/Product Delivery: High level matrix identifying proposals and their pass/fail status.

Meetings: 0

- 6.2** Consultant shall conduct an initial review of proposals, conduct a cost evaluation, and identify questions and issues requiring clarification.

Outcome/Product Delivery: List of issues for clarification and draft questions to proposers.

Meetings: 0

- 6.3** Consultant shall prepare draft proposal summaries and initial findings for evaluation team (and later City Council) use; evaluation team meets for 2nd time to discuss proposals in detail and prep for interviews.

Outcome/Product Delivery: Draft proposal summary matrix with initial comments/findings; meeting agenda; follow-up support for evaluation team as needed.

Meetings: 1

Exhibit A-2: Scope of Work Continued

TASK 7 PROPOSER INTERVIEWS AND FINAL MEETING (EVALUATION TEAM MEETINGS 3 AND 4) - \$16,832

- 7.1 Consultant shall prepare advance written questions for interviewees as well as verbal questions for during interviews; Consultant shall facilitate interviews and follow-up with proposers post-interview as necessary.

Outcome/Product Delivery: Budget assumes three interviews on one day
Meetings: 1

- 7.2 Consultant shall facilitate final meeting of evaluation team to score/rank proposals as provided by the Council-approved process.

Outcome/Product Delivery: Agenda, final evaluation materials for team use
Meetings: 1

TASK 8 PRESENT FINDINGS TO COUNCIL - \$14,866

- 8.1 Consultant shall prepare City Council presentation of evaluation team findings.

Outcome/Product Delivery: Powerpoint presentation
Meetings: 0

- 8.2 Consultant shall present evaluation team findings to City Council (remaining scope and budget assumes City Council selection of single proposer for negotiation).

Outcome/Product Delivery: Make Council presentation
Meetings: 1

TASK 9 NEGOTIATE AND FINALIZE AGREEMENT - \$23,716

- 9.1 Consultant shall facilitate negotiations, preparing agenda, keep minutes and track status, and develop and analyze issues and options, etc. Budget assumes three sessions with one selected proposer.

Outcome/Product Delivery: Agenda, summary materials, minutes
Meetings: 3

- 9.2 Consultant shall revise the draft agreement, and final compensation materials to reflect the selected contractor's proposal and negotiated changes.

Outcome/Product Delivery: Revised draft, and final, signature-ready agreement
Meetings: 0

Exhibit A-2: Scope of Work Continued

TASK 10 FINAL RECOMMENDATION TO AWARD TO CITY COUNCIL - \$4,325

10.1 Consultant shall prepare draft City Council presentation of final agreement for City staff review.

Outcome/Product Delivery: Draft Powerpoint
Meetings: 0

10.2 Consultant shall finalize presentation based on staff comments and present final agreement to City Council.

Outcome/Product Delivery: Final Powerpoint
Meetings: 1

Engagement Management: Amount: \$5,432

Out-of-Pocket Expenses: Amount: \$7,982

Assumes 18 roundtrip flights at \$225 each, 12 overnight stays at \$125 per night, 36 meals at \$12 each, \$1,000 in printing and document related expenses, and incidental travel expenses (mileage to airport, parking, etc) of \$1,000.

Labor Expense for Task #1 through #10 to include Engagement Management	\$140,308
Engagement Management	\$ 5,432
Out-of-Pocket Expense	\$ 7,982
Subtotal Expense	\$153,722
Optional Task	\$ 15,144
Total Expense	\$168,866

OPTIONAL TASK - DETAILED EVALUATION OF CITY OPERATION OPTION \$15,144

Develop detailed analysis of the competitive feasibility of a City proposal to operate Del Norte. Assumes provision of requested labor, overhead, equipment and related data from the City; identification and discussion of key assumptions with City staff; development and review of the structure for a City pro forma for discussion with City staff; development of the pro forma; analysis of options such as variations in equipment replacement, possible options for new equipment or technology, and comparative public and private sector options for capital financing and expense amortization, and; review of sensitivity of analysis to key assumptions.

Outcome/Product Delivery: Draft and final pro formas, and summary discussion of results
Meetings: 0

Summary of Meetings: 12 – (4) City Council meetings, (1) Pre-Proposal meeting, (4) evaluation team meetings (including proposer interviews), 3 negotiation sessions.

Exhibit B-2: Schedule

This engagement shall commence on October 23, 2012 and is anticipated to be completed by the following preliminary schedule:

PART 1	COMPLETE AND RELEASE RFP PACKAGE:	OCTOBER – JANUARY
Task 1	Prepare for, and Make Presentation at City Council Meeting	
Task 1.1	October, 2012	
Task 1.2	October 23, 2012	
Task 2	Finalize RFP Package	
Task 2.1	October – November, 2012	
Task 2.2	December, 2012	
Task 3	Council Review of Final RFP Package	
Task 3.1	January, 2013	
Task 3.2	January, 2013	
Task 3.3	January, 2013	
Task 4	Distribute RFP and Conduct Pre-Proposal Process	
Task 4.1	December 2012 - January, 2013	
Task 4.2	February, 2013	
Task 4.3	February - March, 2013	
PART 2	CONDUCT EVALUATION AND SELECTION PROCESS:	MARCH – SEPTEMBER
Task 5	Conduct Evaluation and Selection Process	
Task 5.1	March – April, 2013	
Task 5.2	April – May, 2013	

Exhibit B-2: Schedule (continued)

Task 6	Initial Proposal Evaluation (Evaluation Team Meeting 2)
Task 6.1	May, 2013
Task 6.2	May, 2013
Task 6.3	June, 2013
Task 7	Proposer Interviews and Final Meeting (Evaluation Team Meetings 3 and 4)
Task 7.1	June – July, 2013
Task 7.2	July
Task 8	Present Finding to City Council
Task 8.1	August, 2013
Task 8.2	August – September, 2013
PART 3	NEGOTIATE AND FINALIZE AGREEMENT: OCTOBER, 2013
Task 9	Negotiate and Finalize Agreement
Task 9.1	September – October, 2013
Task 9.2	October - November, 2013
Task 10	Final Recommendation to Award to City Council
Task 10.1	October - November, 2013
Task 10.2	November, 2013

Exhibit C-2 Compensation

The basis of compensation shall be time and materials not to exceed \$193,866.

Consultant shall invoice the City for progress payments on a monthly basis. Invoices are due and payable within thirty days of receipt.

A retainer of \$0 will be required in advance of start of work. This retainer will be credited against the last invoice on this project.

Consultant has established the following billing rates for professional consulting services:

CONSULTANT STANDARD HOURLY RATES AND BILLING ARRANGEMENTS (Effective January 1, 2012)

Professional Fees

Hourly rates for professional and administrative personnel are as follows:

<u>Position</u>	<u>Rates</u>
President	\$249
Senior Vice President & Vice President	\$210 - \$245
Senior Project Manager	\$195 - \$225
Senior Associate/Project Manager	\$165 - \$195
Associate Analyst	\$125 - \$165
Assistant Analyst	\$100 - \$105
Administrative Staff	\$ 95

Direct Expenses

Standard charges for common direct expenses are as follows:

Automobile Travel	Prevailing IRS mileage rate
Document Reproduction	15 cents per page (black & white)
	75 cents per page (color)
Facsimile	No charge
Telephone	No charge
Public Conveyances	Actual
Postage	Actual
Overnight Mail and Couriers	Actual

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Rob Roshanian

Date: October 23, 2012

Phone: 8281

Reason for Appropriation:

To provide funding for scope of work to be performed by HF & H Consultants through Second Amendment to Agreement No. 5594-11-PW for HF & H to implement, manage and facilitate RFP process for the operation and maintenance of the Del Norte Regional Recycling and transfer Station.

Accounts and Descriptions

AMOUNT

Fund: **SOLID WASTE OPERATING (631)**

Expenditures/Transfers Out

Solid Waste Operating Fund

631-6301-842-8209	SOLID WASTE PLANNING - PROFESSIONAL SERVICES	168,866
	Sub-total Expenditures	168,866

Net Change to Fund Balance (168,866)

Approvals

Department Director 
Chief Financial Officer 
City Manager 

REQUIRES CITY COUNCIL AUTHORIZATION

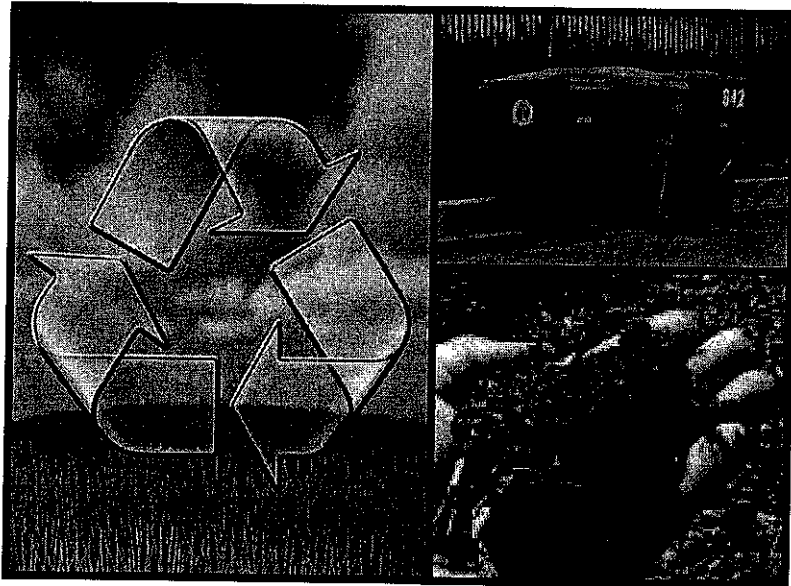
SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Attachment No. 2
Page 1 of 1

City of Oxnard Del Norte MRF Operator Procurement Proposal



HF&H Consultants, LLC

October 11, 2012



201 N. Civic Drive, Suite 230
Walnut Creek, California 94596
Telephone: 925/977-6950
Fax: 925/977-6955
www.hfh-consultants.com

Robert D. Hilton, CMC
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson, CMC
Marva M. Sheehan, CPA

October 11, 2012

Mr. Grant Dunne
Management Analyst III
City of Oxnard
305 West Third Street, 3rd Floor, East Wing
Oxnard, CA 93030

Dear Mr. Dunne,

Thank you for asking HF&H to prepare a proposal to conduct a competitive procurement to select an operator for the Del Norte Materials Recovery Facility (MRF). We understand the importance of conducting a transparent and objective process that results in a successful outcome, and we appreciate the trust the City of Oxnard is placing in us.

OXNARD'S KEY OBJECTIVES

We have appreciated supporting your, as well as Messrs. Cameron and Holmberg in your efforts. Our proposal reflects what we learned through that process, our discussions with you, and from viewing the video of the September 18 City Council discussion of this topic. The following paragraphs highlight our understanding of the City's key objectives, and how our proposal addresses each of them.

The best value for the City. Ultimately, the selection process needs to result in the best value for the City from a highly-qualified firm. You can be assured of the achievement of that goal based on our selection process management experience; open, transparent and objective processes; independent expertise; and, negotiation skills.

Selection process management. HF&H has performed more than 100 solid waste/ recycling related service procurements on behalf of more than 100 municipal clients involving more than 30 different companies. In order to ensure there is no perception of partiality, as we've discussed, we propose that HF&H manage the process, host the procurement documents on our website, and serve as the primary point of contact with proposers. We have provided this service to a number of clients. Through all of those engagements, our integrity and objectivity has never been questioned by our clients or challenged by unsuccessful proposers.

Open, transparent and objective process. HF&H's procedures ensure an open, transparent and objective process. HF&H will invite all potential proposers to participate. Our request for proposals will provide quality conditions and the City's goals for the process, ensuring receipt of responsive proposals. Prior to their issuance, the procurement documents are presented to the Council in open session, inviting public and potential proposer comments and we have provided time to amend the documents based on Council direction. Standard and consistent forms, which proposers use to organize and submit



Mr. Grant Dunne
October 11, 2012
Page 2 of 6

their proposals and requests for comments, allows for an objective comparison of proposals. An independent and qualified evaluation team ensures objectivity in the evaluation of those proposals. Reporting the results of that evaluation to Council, inviting proposer comments, and receiving council direction prior to negotiations ensures transparency in the selection process.

Also, our total estimated budget includes an Optional Task 1 to conduct a detailed evaluation of the feasibility for the City to compete with the private sector to provide facility operations. Should the Council wish to include this task, and should the Council then determine that this is a favorable option, HF&H can assist in defining and conducting a managed procurement for which the City staff would develop and submit a proposal.

Independent expertise on behalf of the City. Our independence, expertise and objectivity ensures the City that it will receive the best value from this process. HF&H never works for private companies. Thus our municipal clients as well as private companies, who propose to provide services, are assured a fair and balanced assessment of the proposals. Our experience having conducted scores of similar agreements provides us with unsurpassed knowledge of commercial contract terms and prices against which to judge the reasonableness of the proposals.

Exceptional negotiation skills. HF&H is highly regarded and sought out to provide negotiations skills. Not only do we get the City the deal they bargained for, but our interest-based negotiation approach begins the process of building a relationship between the City and the contractor based on clarity of communication, documented mutual expectations, and a transparent and objective approach to identifying and resolving problems.

HIGHLY QUALIFIED TO MEET YOUR PARTICULAR NEEDS

HF&H was founded 23 years ago. Since then, we have provided leadership, expertise, independence, and support to more than 360 municipal agencies through more than 1,800 engagements. We have offices in both Northern and Southern California. As a result, our focus is on serving Northern, Central, and Southern California municipal clients, exclusively. Attachment A includes a comprehensive list of our clients. Below we discuss our RFP, franchising, and procurement expertise.

EXPERTS AT PREPARING RFPS AND MANAGING PROCUREMENTS

Solid waste contract development and negotiations are a core part of our business — approximately one third of our annual revenues. HF&H has performed more than 100 solid waste/ recycling collection and facility-related service procurements and contract development and negotiations projects. Through all of those engagements, our integrity and objectivity has never been questioned by our clients or challenged by unsuccessful proposers. We've negotiated agreements with over 30 companies through sole source or competitive processes on behalf of more than 100 municipal clients. These projects have



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included planning services, preparing RFPs, evaluating proposals, and drafting and negotiating agreements for collection, facility development and operations, processing, and disposal services.

Attachment B provides a summary of the results of 50 contractor selection projects we have completed since 1996. These projects involved evaluation of 220 company proposals. Descriptions of several HF&H projects are provided in Attachment C. More case studies are on our website at: www.hfh-consultants.com/contract-services.html (scroll to the bottom of the webpage and click on the municipal agency's name).

A HIGHLY QUALIFIED AND COST-EFFECTIVE TEAM

To assist the City, we will provide a team of HF&H consultants with 75 years of combined experience. The table below lists our team and their roles. Resumes are in Attachment D.

Team Member	Experience	Role
Bob Hilton President	30 years	<u>Engagement Director</u> : Oversees all project work and participates in all meetings.
Peter Deibler Senior Project Manager	22 years	<u>Engagement Manager</u> : Manages all tasks, serves as City's primary contact, coordinates team activities, and performs many project tasks.
Colleen Costine Senior Associate	21 years	<u>Financial Analyst</u> : Assist in financial tasks related to the feasibility of a City proposal, development of final proposal forms, proposal evaluation, and negotiations.
Lauren Barbieri Associate Analyst	2 years	<u>Analyst</u> : Assists with finalizing RFP documents, facilitating the evaluation team, evaluation of proposals, and negotiations.

A DISCIPLINED APPROACH TO IDENTIFY/ADDRESS YOUR NEEDS

A key objective of our approach to all projects is to recognize the unique needs of our client. With that objective in mind, we will work closely with City staff to complete the customized RFP documents to reflect the City's goals and objectives. Below we highlight unique aspects of our approach to managing a professional, high-quality procurement process.

Proven RFP Strategies

- HF&H has effective RFP documents that have proven successful through dozens of projects.
- We solicit sufficient information from proposers so we can provide an objective, thorough evaluation.



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- The evaluation criteria and methodologies we've used have been tested on dozens of procurements, helping to avoid accusations by unsuccessful companies.
- Our cost and rate proposal forms are unique. We solicit detailed operating statistics and costs from proposers because we believe this information is essential in order to evaluate the reasonableness of and objectively compare proposals.
- As proposed, HF&H will manage the process, create a webpage for RFP document distribution on our website, and serve as the primary point of contact for the process.

Agreement

- As we've discussed, we will include a complete draft of the operations agreement in the RFP for review by proposers.
- We will require that proposers each submit a redline version of the agreement identifying their exceptions and proposed modifications. This helps in understanding the number and nature of exceptions, which is a key in the evaluation phase, and greatly streamlines negotiations by limiting proposer issues to those identified in the redline.
- We offer a variety of compensation methods ranging from simple refuse rate index to more detailed, customized cost-based methods. Various strategies address transparency, cost management, the ability to objectively evaluate impacts of future changes and uncontrollable conditions that change over time, incentivizing contractor performance, and the effort of the City and contractor. We will work with City staff to finalize the compensation process defined in the draft agreement.
- The agreement will include proposal cost forms with detailed operating statistics, costs and other assumptions, to provide a basis for future negotiation of program and regulatory changes as necessary during the term.

Objective and Transparent Proposal Evaluation Process

- We have proposed a structured evaluation process that mirrors the process we used recently in facilitating successful commercial collection and organics processing procurements for the City of San José. Both of those procurements were managed by our proposed project manager, Peter Deibler.
- The process will feature use of an independent evaluation team, as in our San José work. HF&H will arrange and facilitate the team meetings, and compile the evaluation results for presentation to Council.



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Effective Negotiations Assistance

- HF&H has a reputation for win-win negotiations that result from our focus on important details, and on structuring an agreement that allows both parties to "benefit from what they bargained for".
- The request for the redline version of the franchise agreement as part of the proposal submittal process provides a great head start on the negotiations effort.

Professional Engagement Management

We are well known for delivering work products on time and within budget because we approach engagement management as a professional discipline. We prepare a detailed work plan and schedule and we provide timely status updates. This strategy will ensure you that we are focusing on your project, maintaining the schedule, and informing you of project matters in a timely way so there are no surprises.

RESPONSIVE SCHEDULE

We are prepared to commence this engagement immediately upon receiving a notice to proceed. We will consistently apply ourselves to perform all tasks in accordance with the schedule described in Exhibit E, with the goal of Council award of a new agreement in November 2013.

COMPREHENSIVE SERVICES AND NOT-TO-EXCEED BUDGET

Our proposed not-to-exceed total budget of \$168,866 (Attachment E) reflects our estimated 810 staff hours, 12 meetings, and numerous work products, and out-of-pocket costs to perform the tasks described. This total includes \$15,144 to conduct Optional Task 1 Detailed Evaluation of Option for City Operation.

We have discussed with you additional optional tasks that the City may find desirable as we proceed with the project. The necessity for, and specific scope of such assignments have not been determined. If such tasks are determined to be desirable, we will negotiate a mutually agreeable amendment to our contract to perform such services.

It is the practice with these kinds of procurements that the selected contractor will reimburse the City for the costs of this procurement, and the cost is amortized over the term of the new operator agreement.



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* * * *

Again, thank you for this opportunity to present our proposal. Please give me a call at (925) 977-6952 or email me at rhilton@hfh-consultants.com should you have any questions. I look forward to presenting to the Council on the 23rd.

Very truly yours,
HF&H CONSULTANTS, LLC

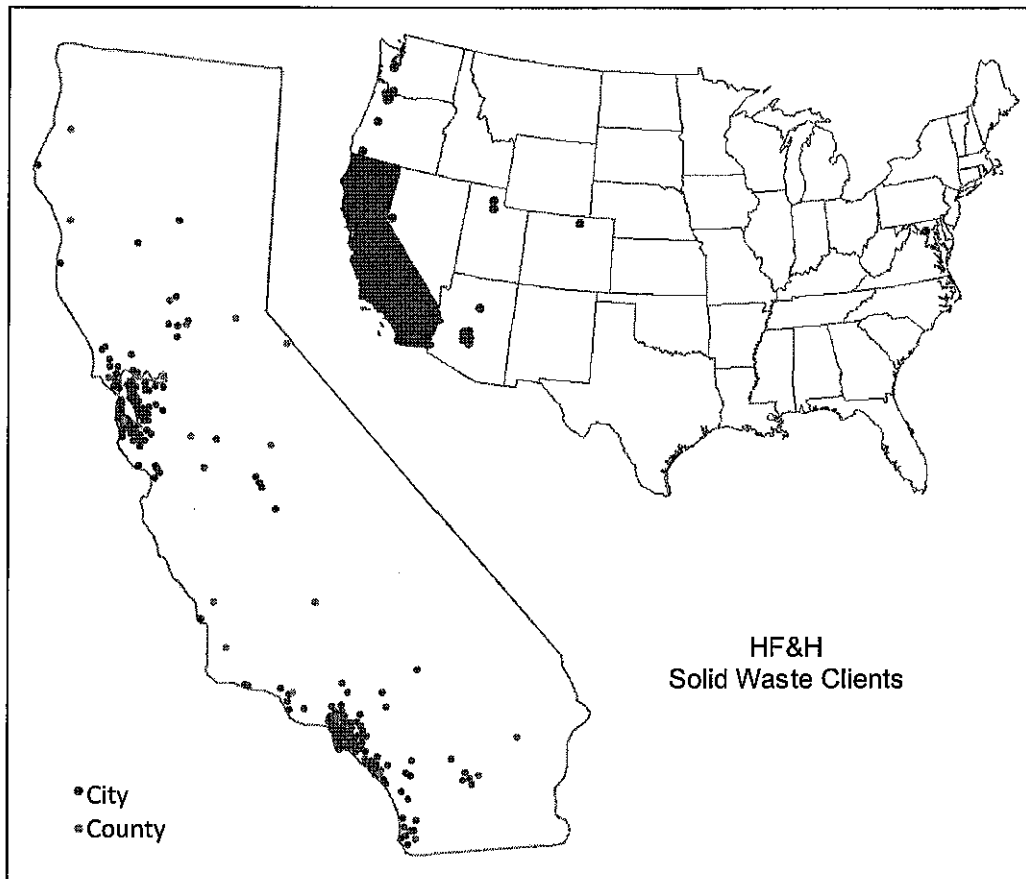
Robert D. Hilton, CMC
President

cc: Rob Roshanian, City of Oxnard
Jim Cameron, City of Oxnard
Alan Holmberg, City of Oxnard
Peter Deibler, HF&H
Kim Erwin, HF&H

Attachments:

- A HF&H Client List
- B Procurement Project Summary Chart
- C Project Descriptions
- D Resumes
- E Scope of Services and Fee Proposal

ATTACHMENT A: HF&H CLIENT LIST



CLIENT LIST

CalRecycle (formerly CIWMB)
City of Adelanto
City of Alameda
County of Alameda
Alameda County Community
Development Agency
Alameda County Waste
Management Authority
Alameda County Water District
Alameda Joint Refuse Rate Review
Committee
City of Albany
City of Anaheim
City of Arcadia
City of Atherton
City of Atwater
City of Azusa
City of Bakersfield
City of Barstow
Bay Area Water Supply &

Conservation Agency
City of Bellflower
City of Bell Gardens
City of Belmont
City of Belvedere
City of Benicia
City of Beverly Hills
City of Brentwood
City of Burbank
City of Burlingame
City of Calabasas
City of Canyon Lake
City of Carlsbad
City of Carson
City of Carson City, Nevada
County of Contra Costa
Central Contra Costa Sanitary
District
Central Contra Costa Solid Waste
Authority

City of Cerritos
City of Chandler
Coachella Valley Association of
Governments
City of Chula Vista
City of Clovis
City of Compton
City of Corte Madera
City of Cotati
City of Covina
City of Cudahy
City of Daly City
City of Dana Point
City of Dana Point
Delta Diablo Sanitation District
City of Diamond Bar
City of Downey
City of East Palo Alto
City of El Cerrito
City of Elk Grove

ATTACHMENT A: HF&H CLIENT LIST

City of Emeryville
City of Encinitas
City of Eugene
Town of Fairfax
City of Fair Oaks
City of Folsom
City of Fort Bragg
City of Fort Collins, CO
City of Foster City
City of Fremont
City of Fresno
City of Fullerton
City of Garden Grove
City of Glendale, Arizona
City of Glendale, California
Glenn County Public Works
City of Goodyear
City of Greenfield
City of Gridley
City of Hawthorne
City of Hayward
City of Hercules
City of Hermosa Beach
City of Hesperia
City of Hillsborough
City of Hollywood
County of Humboldt
City of Imperial Beach
City of Indian Wells
City of Indio
City of Industry
City of Inglewood
City of Irvine
City of Kensington
Kensington Police Protection
County of Kern
City of La Canada-Flintridge
City of La Habra
City of La Palma
City of La Puente
City of La Verne
City of Laguna Beach
City of Laguna Hills
City of Laguna Niguel
City of Lake Forest
City of Lancaster
City of Larkspur
City of La Quinta
Las Gallinas Valley Sanitary District
City of Lawndale
City of Litchfield Park, Arizona
City of Live Oak
City of Livermore
City of Lompoc
City of Long Beach
City of Los Alamitos
City of Los Altos

City of Los Angeles
County of Los Angeles
Los Angeles County Sanitation District
City of Los Banos
City of Lynwood
City of Manhattan Beach
County of Marin
Marin County Community Development Agency
County of Mariposa
City of Martinez
County of Mendocino
City of Menlo Park
County of Merced
City of Mill Valley
City of Millbrae
City of Milpitas
City of Mission Viejo
City of Modesto
County of Mono
City of Monrovia
City of Montclair
City of Monterey Park
Monterey Regional Waste Management District
City of Montgomery
City of Moreno Valley
City of Mountain View
Mountain View Sanitary District
City of Murrieta
City of Napa
County of Napa
City of Newark
City of Newport Beach
County of North San Diego
City of Norwalk
Novato Sanitary District
City of Oakland
City of Oceanside
Town of Old Sacramento
City of Orange
City of Oroville
City of Oxnard
City of Pacifica
City of Palm Desert
City of Palm Springs
City of Palmdale
City of Palo Alto
City of Palos Verdes Estates
Town of Paradise
City of Paramount
City of Pasadena
City of Peoria, AZ
City of Petaluma
City of Pico Rivera
City of Pinole

City of Pomona
City of Portola Valley
City of Poway
City of Rancho Palos Verdes
City of Rancho Santa Margarita
City of Redondo Beach
City of Redwood City
Regional Waste Management Authority
City of Ridgecrest
City of Riverside
County of Riverside
Riverside County Waste Resource Management District
City of Rohnert Park
Ross Valley Sanitary District
City of Sacramento
County of Sacramento
City of San Bernardino
County of San Bernardino
City of San Bruno
City of San Buenaventura
City of San Carlos
City of San Clemente
City of San Diego
City & County of San Francisco
San Gabriel Valley Council of Governments
City of San Gabriel
County of San Joaquin
City of San Jose
City of San Juan Capistrano
City of San Luis Obispo
County of San Luis Obispo
City of San Mateo
County of San Mateo
City of San Rafael
City of San Ramon
City of Sandy
City of Santa Ana
Santa Anita Associates, LLC
City of Santa Barbara
County of Santa Barbara
City of Santa Clarita
City of Santa Cruz
City of Santa Monica
City of Santa Rosa
City of Santee
City of Sebastopol
City of Sedona, AZ
City of Selma
Sharon Heights Gold & Country Club
Silicon Valley Animal Control Authority
County of Sonoma
South Bay Waste Management

ATTACHMENT A: HF&H CLIENT LIST

Authority
South County Fire
City of South Gate
City of South San Francisco
StopWaste.Org
City of Sunnyvale
County of Sutter
Stanislaus County
City of Temecula
Town of Tiburon
City of Torrance
City of Tustin
City of Union City
City of Upland
City of Vallejo
City of Vernon
County of Ventura
City of Victorville
City of Visalia
City of Walnut Creek
City of Watsonville
West Contra Costa Integrated
Waste Management District
Western Riverside Council of
Government
City of West Hollywood
West Valley Solid Waste
Management Authority
City of Whittier
City of Woodland

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ATTACHMENT B: PROCUREMENT PROJECT SUCCESS CHART

Jurisdiction	Completion Year	Number of Proposers	Base Contract Term	Contract Value over Base Term (millions)		% Increase or (% Savings)	Changes in Service
				Old	New		
Northern California							
Albany	2003	Sole Source	7 Years	\$16.3	\$15.0	(\$1.3) (8%)	✓ Bi-weekly recycling and bi-weekly yard waste to weekly recycling and weekly organics ✓ Backyard to curbside solid waste collection ✓ Require a basic level of recycling and organic collection for businesses ✓ C&D non-exclusive
Alameda (City of)	2002	4	10 Years	\$95.9	\$81.4	(\$14.5) (15%)	✓ Contractor provided carts for solid waste collection ✓ Commingled recycling collection ✓ Pilot food waste program ✓ Manual to automated collection services ✓ C&D non-exclusive
Central Contra Costa Solid Waste Authority	2004	Sole Source	10 Years	\$283.8	\$279.7	(\$4.2) (1%)	✓ Pilot residential food waste program ✓ Commingled recycling collection ✓ Initiate commercial food waste program ✓ Use of low emission fuels/vehicles ✓ Enhanced recovery of materials at transfer station and landfill ✓ Enhanced customer service
Elk Grove	2004	4	7 Years	\$47.1	\$37.6	(\$9.5) (20%)	✓ Free Dump Day ✓ Free pick-up of illegally dumped materials ✓ Increased Cart Size ✓ Increased bulky waste pickup program
Fresno (City of) - Commercial	2010	5	10 Years	\$208.0	\$208.0	\$0.0 (0%)	✓ Transition from municipally-provided collection service to exclusive franchise system with two haulers serving separate districts ✓ Commercial organics ✓ Commercial tech assist (1x/yr) ✓ Multi-family tech assist (2x/yr) ✓ Free City facilities service ✓ Free City events service ✓ various public education enhancements
Gridley	2000	2	7 Years	\$4.3	\$4.4	\$0.1 (2%)	✓ Initiate residential curbside recycling collection and processing ✓ Initiate residential yard waste collection and processing ✓ Initiate C&D processing
Livermore	2000	4	7 Years	\$62.4	\$60.9	(\$1.5) (2%)	✓ Contractor provides carts for solid waste collection ✓ Commingled recycling collection instead of three tub system ✓ Pilot food waste program ✓ Manual to automated collection ✓ C&D non-exclusive
Livermore	2009	3	10 Years	\$165.6	\$192.2	\$26.6 (19%)	✓ Larger recycling carts ✓ Universal commercial recycling and organics collection with one cart at no cost ✓ Curbside phone and battery collection ✓ multi-family universal recycling ✓ Multi-family technical assistance ✓ CNG vehicles
Mendocino County	2003	Sole Source	7 Years	\$26.1	\$25.0	(\$1.1) (4%)	✓ Require collection of public cans in two Cities within the County ✓ Require recyclable and yard waste collection from most residents
Mountain View	2011	Sole Source			In process		

ATTACHMENT B: PROCUREMENT PROJECT SUCCESS CHART

Jurisdiction	Completion Year	Number of Proposers	Base Contract Term	Contract Value over Base Term (millions)			% Increase or (% Savings)	Changes in Service
				Old	New	Increase or (Savings)		
Northern California								
Pacifica	2009	Sole Source	8 Years	\$56.0	\$61.1	\$5.1	10%	✓ ~\$1,000,000 one-time payment to City ✓ Expanded list of recyclable materials ✓ Food scrap collection for residents and businesses ✓ Increased capacity by provision of wheeled carts for recyclables and green waste ✓ Compost giveaways with City opportunity to use compost
Palo Alto	2008	2	8 Years	n.a.	\$115.5	n.a.	11%	✓ Expanded single stream ✓ Mandatory commercial recycling ✓ High diversion clean-up program ✓ Expanded commercial organics
Paradise	2006	4	10 Years	\$34.7	\$37.1	\$2.4	7%	✓ Included bi-weekly yard waste service with company-provided carts ✓ Initiated bi-weekly curbside single stream recycling in company-provided carts ✓ Enhanced customer service ✓ Added local HHW drop-off site
Petaluma	2005	4	10 Years	\$67.7	\$92.9	\$25.1	37%	✓ Initiate commingled recyclables collection ✓ New residential recycling carts ✓ Initiate weekly residential organics collection (rather than bi-weekly) ✓ Initiate food scraps program ✓ Additional City services
Piedmont	2000	5	7 Years	\$8.6	\$8.9	\$0.3	3%	No significant changes
Ridgcrest	2011	5	7 Years	\$27.3	\$14.2	(\$13.1)	(48%)	✓ Sharps drop-off ✓ Container exchange program ✓ SFD/Com recycling rewards program ✓ Recy/Org dropoff ✓ On-site newspaper collection at largest generator ✓ Green business certification ✓ Additional seasonal recycling ✓ Builder's direct desk ✓ Com wet/dry pilot program ✓ Workplace recycling incentives ✓ Unlimited community reuse dropoff ✓ City Hall greening a MFD recy toolkit
Rohnert Park	2001	5	7 Years	\$191.1	\$99.5	(\$91.6)	(48%)	✓ Contractor-provided carts for solid waste ✓ Commingled recycling collection instead of 3-tubs ✓ Pilot food waste program ✓ Manual to automated collection services ✓ C&D non-exclusive
Ross Valley Sanitary District	2002	2	7 Years	n.a.	n.a.	n.a.	1%	No significant changes
San Jose - Commercial	2010	5	15 Years	n.a.	\$699.0	n.a.	n.a.	Transition from non-exclusive system with more than 20 haulers to an exclusive system with 1 or 2 haulers
San Jose - Organics Processing	2010	3	15 Years	n.a.	\$90.0	n.a.	n.a.	Contracting for commercial organics processing will be new for San Jose; it is a component of the new exclusive collection system
Sandy, OR	2004	4	7 Years	\$5.8	\$5.6	(\$0.2)	(2%)	No significant changes
Sunnyvale MRF/ITS	1999	4	7 Years	\$126.1	\$102.8	(\$23.2)	(18%)	No significant changes
Union City	2005	2	10 Years	na	\$76.0	na	16%	✓ Initiate weekly residential yard and food waste collection (rather than bi-weekly) ✓ Initiate commercial organics collection ✓ Initiate commercial recyclable collection

ATTACHMENT B: PROCUREMENT PROJECT SUCCESS CHART

Jurisdiction	Completion Year	Number of Proposers	Base Contract Term	Contract Value over Base Term (millions)		% Increase or (% Savings)	Changes in Service
				Old	New		
Northern California							
Visalia - Recyclables Processing	1999	2	n.a.	\$6.0	\$4.9	(\$1.2)	No significant changes
West Linn, OR	2000	3	8 Years	na	na	na	✓ Initiate residential yard waste collection and processing ✓ Initiate commingled recycling collection ✓ Initiate automated collection service
West Valley Solid Waste Authority	2006	5	7 Years	\$128.3	\$132.2	\$3.9	✓ Initiated single stream in company-provided carts ✓ Initiate automated collection
Southern California							
Bellflower	2004	5	8 Years	\$49.7	\$38.4	(\$11.3)	Added free commercial recycling, tonnage transformation minimums, and new AB 939 fee.
El Centro	2007	4	8 Years	\$34.2	\$39.1	\$4.9	Free commercial recycling; multi-family bulky item collection; e-waste collected with bulky items
Imperial Beach	1999	4	7 Years	\$13.7	\$13.2	(\$0.5)	Not readily available
Lake Forest	1996	5	7 Years	\$29.5	\$22.8	(\$6.7)	Not readily available
Lancaster	2006	3	5 Years	\$3.4	\$2.5	(\$0.9)	Not much change.
Lawndale - Residential	1997	5	5 Years	\$6.2	\$5.5	(\$0.7)	Not readily available
Lawndale - Residential	2002	5	7 Years	\$7.5	\$6.3	(\$1.2)	Not readily available
Lawndale	2010	7	7 Years	\$23.8	\$18.8	(\$5.0)	Required 75% of bin refuse to be processed; established 50% hauler-collected diversion goal; lowered commercial/AB 939 fee from 19% to 15% (and recently again to 12%)
Manhattan Beach	2011	4	7 Years	\$24.2	\$27.1	\$2.9	New fee for biennial audits at \$50,000 to \$80,000 each; new services - automation of remaining 1/3 of city; minimum diversion requirement for hauler collected waste; and mixed waste processing of a portion of bin waste.
Manhattan Beach	2002	7	7 Years	\$22.4	\$21.8	(\$0.6)	Not readily available
Mission Viejo	2000	6	8 Years	\$54.8	\$48.4	(\$6.4)	Not readily available
Orange (City of)	2009	4	8 Years	\$140.0	\$82.8	(\$57.2)	Minor extra services and minor fee increases.
Palm Desert	2000	5	7 Years	\$46.3	\$40.6	(\$5.7)	Not readily available
Rancho Palos Verdes	2009	7	7 Years	\$36.5	\$28.4	(\$8.1)	Residential changed to volume-based three cart automated system with other services added (was manual); added environmental program fee and increased recycling fee.
Rancho Palos Verdes	1999	7	7 Years	\$22.0	\$20.6	(\$1.4)	Not readily available
Rancho Santa Margarita	2004	5	8 Years	\$28.7	\$20.9	(\$7.8)	Not readily available

ATTACHMENT B: PROCUREMENT PROJECT SUCCESS CHART

Jurisdiction	Completion Year	Number of Proposers	Base Contract Term	Contract Value over Base Term (millions)		% Increase or (% Savings)	Changes in Service
				Old	New		
Southern California							
Redondo Beach	2011	5	8 Years	\$48.1	\$45.1	(\$3.0)	(6%)
Riverside (City of) – Commercial	2001	6	7 Years	\$97.6	\$64.4	(\$33.2)	(34%)
Riverside (City of) – Residential	2001	7	7 Years	\$20.3	\$16.8	(\$3.5)	(17%)
San Bernardino County	2001	10	7 Years	\$144.9	\$118.6	(\$26.3)	(18%)
Santa Clara - Residential	2003	6	7 Years	\$100.2	\$70.4	(\$29.8)	(30%)
Santa Clara- Commercial	2003	6	9 Years	\$39.3	\$34.1	(\$5.2)	(13%)
Tustin	2000	8	7 Years	\$42.4	\$25.0	(\$17.4)	(41%)
West Hollywood	2003	9	8 Years	\$42.4	\$33.5	(\$8.9)	(21%)
Total for Northern and Southern California				\$2,639	\$3,289	(\$331)	(10%)

Processing of all refuse, residential and restaurant food scraps programs; 75% hauler collected waste diversion goal; \$250,000 vehicle impact fee.

Not readily available

Not readily available

Not readily available

Not readily available

Not readily available

Not readily available

Not readily available

ATTACHMENT C: PROJECT DESCRIPTIONS

City of Sunnyvale

SMaRT Station Operator Procurement (2000, 2006-07)

Project Description

On behalf of a Joint Powers Authority (JPA) that includes Sunnyvale, Mountain View, and Palo Alto, the City of Sunnyvale manages an agreement with a company for operation of a publicly-owned transfer station and materials recovery facility (the SMaRT Station). In 2000, HF&H assisted Sunnyvale with the procurement of the facility operator and that operating agreement was to expire December 31, 2007. Neither the City nor the current operator was in favor of an extension due to labor difficulties related to interpretation of the prevailing wage requirement of the existing operating agreement. In addition, the City was seeking to design and install new mixed waste processing equipment for the SMaRT Station in a separate, concurrent process, in order to replace aging equipment, improve efficiency, and increase diversion. The JPA's member agencies were also interested in considering new services such as use of alternative fuel vehicles, single-stream recyclables processing and transfer of residential and commercial food scraps to a composting facility.

City of Sunnyvale

Mark Bowers
Solid Waste Program Manager
(408) 730-7421
mbowers@ci.sunnyvale.ca.us

HF&H Solution

HF&H managed the 2000 operator selection process that resulted in a \$3.3 million annual savings. When the 2000 operating contract was nearing expiration, HF&H retained to assist with the next operator procurement. In 2006, we drafted the RFP and managed the RFP process. We tailored cost proposal forms to reflect the clarified prevailing wage and benefit language included in the new operating agreement. We solicited cost proposals assuming use of: (a) existing mixed waste processing equipment; and, (b) proposed mixed waste processing equipment. We assisted the City and its legal counsel in determining how operator's compensation would be adjusted during transition from the existing to the new equipment. HF&H assisted in evaluating the proposers' responses, and analyzing their effects upon the JPA's overall costs given the agreement's innovative revenue sharing / operator's diversion incentive mechanism and the JPA's put-or-pay disposal agreement.

Project Results

- An estimated rate increase of only 2.7%, despite the required increases in wages and benefits;
- The guaranteed minimum diversion level increased from 14.5% to 17.5%;
- Agreed-upon compensation rates for use of the existing equipment, use of the proposed equipment, and the interim demolition/construction phase; and,
- Agreed-upon compensation should the JPA wish to implement the several new services proposed by member agencies such as food waste collection and processing.

ATTACHMENT C: PROJECT DESCRIPTIONS

City of San Diego

Long Term Resource Management Options

Project Description

The City of San Diego Environmental Services Department is responsible for collection services to residents, a variety of recycling programs and disposal services at the Miramar Landfill which at the beginning of the project was scheduled to close between 2012 and 2016. The City is seeking to develop a strategic plan for its long term waste management options.

Client Contact

Chris Gonaver
Environmental Services Director
(858) 573-1212
CGonaver@sandiego.gov

HF&H Solution

During Phase I of the project, HF&H with Bryan A. Stirrat & Associates projected demand and evaluated alternatives as part of preparing a 25-year strategic plan for the City that addresses the City's recycling, diversion and disposal needs. The planning process included forming and working with a solid waste advisory committee. Phase I evaluated the City's waste management needs, current financial programs and key regulatory requirements and identified a range of alternative solutions. The alternatives were evaluated using a Goal Achievement Matrix. HF&H was responsible for developing the system demand and available capacity analyses, and evaluating the financial condition of the City's current operations as well as participating with the solid waste advisory committee.

Phase II involves updating the projected system demand and capacity analysis through 2045, preparing a financial model through 2045 for the City to evaluate the various zero waste programs to extend the life of Miramar Landfill, and evaluating potential funding strategies for the alternative programs.

Among HF&H's assignments are:

- Population and waste stream projections by waste shed
- Facility permitted capacities and planned expansions
- The projection of program and facility needs to address future waste stream requirements
- Financial model to evaluate various zero waste programs.

Project Results

After the completion of Phase I, it was determined Miramar Landfill had an additional 7-10 years of capacity. Alternative zero waste programs were identified and presented to the solid waste advisory committee.

Phase II of this engagement is currently in process.

ATTACHMENT C: PROJECT DESCRIPTIONS

City of Manhattan Beach

Competitive Procurement (2002, 2011)

Project Description

HF&H had assisted the City in competitively procuring its existing exclusive residential and commercial solid waste agreement in 2002. This agreement was expiring and the City once again retained HF&H to obtain a new collection agreement. HF&H assisted the City in considering its contracting options of negotiations versus competitive contracting.

Client Contact

Jim Arndt
Public Works Director
(310) 802-5302
jarndt@citymb.info

The City established an Environmental Task Force to assist in designing an environmentally-sustainable solid waste collection agreement.

As a result of the previous competitive procurement, HF&H obtained a rate reduction and a freeze on disposal cost increases for the term. This resulted in stable rates, with the City's rates being among the lowest in Los Angeles County. Disposal costs in the region have increased significantly during the prior contract term and are anticipated to continue to do so. The City was therefore seeking to retain rate stability, with protection from large disposal cost increases, under the new agreement.

HF&H Solution

HF&H worked with the City's Environmental Task Force to decide upon future solid waste programs to be requested in the City's request for proposals. HF&H assisted the City in obtaining the company's best offer from the existing service provider and presenting it to Council, which opted to seek competitive proposals. HF&H drafted an RFP and agreement to address the City's concerns, soliciting long term disposal options and innovative diversion programs.

The City received four proposals from solid waste companies. HF&H assisted the City in soliciting best-and-final offers from, and negotiating agreements with, three of the proposers for Council consideration.

Project Results

HF&H secured an agreement increasing hauler diversion from the existing 38% to 62%, to be phased in over the agreement term. Disposal cost increases are capped at the change in CPI or 5% per year, whichever is lower, with guaranteed disposal and processing capacity for the agreement term. All bin refuse is required to be processed to recover recyclables prior to disposal. All residential cart customers will receive on-call, door-to-door HHW collection. The new agreement included City-wide automation of residential collection (previously only a portion was automated), which facilitated the implementation of a volume-based residential rate structure.

Additionally, significant improvements to public education and outreach to multi-family and commercial customers (and to the school district) were included.

ATTACHMENT C: PROJECT DESCRIPTIONS

City of Redondo Beach Competitive Solid Waste Contract Procurement (2011)

Project Description

The City's exclusive residential and commercial solid waste agreement was expiring and the City retained HF&H to conduct a competitive procurement process for a new collection agreement. The City had previously been under a compliance order and was concerned about maintaining its diversion rate. The City was considering changes to its collection services and was planning on conducting extensive public outreach. Long-term disposal costs and options were of concern to the City. The City's rates were already relatively low compared to other rates in Los Angeles County, and the City wanted to retain its low rates and improve services.

Client Contact

Mike Witzansky
Public Works Director
(310) 318-0686 x4172
mike.witzansky@redondo.org

HF&H Solution

HF&H assisted the City in conducting 13 public outreach meetings to enable the City Council to decide upon future solid waste programs. HF&H drafted an RFP and agreement to address the City's concerns, soliciting long term disposal options and innovative diversion programs.

The City received five quality proposals from solid waste companies. HF&H assisted the City in completing agreements with two of the proposers for Council consideration.

Project Results

HF&H secured rates for the City's ratepayers that were 6% lower than the rates paid under the previous contract. Over the 8-year term of the agreement, this represented a savings of over \$3 million dollars for ratepayers. The costs to the City associated with the procurement were reimbursed by the new contractor.

Additional new contract terms include 75% diversion of hauler-collected solid waste, both residential and restaurant food waste programs, limitations on disposal cost increases and guaranteed disposal and processing capacity for the agreement term.

ATTACHMENT C: PROJECT DESCRIPTIONS

City of Lawndale

Competitive Procurement (1997, 2002, 2005, 2010)

Project Description

For over ten years, the City of Lawndale has turned to HF&H to manage its solid waste contract procurement process. As we work with the City on each subsequent procurement, we continue to focus our efforts on the City's commitment to augmenting its recycling programs while providing competitive rates to its residents.

Client Contact

Contact is retired

HF&H Solution

Our procurement services included preparing the RFP and franchise agreement, evaluating the proposals, and negotiating the final agreement.

We have continued to assist the City by developing a commercial hauler permit system, preparing municipal code text revisions and contract compliance, and auditing reported tonnage and remitted fees.

Project Results

In 1997, HF&H assisted the City with a competitive procurement process for residential collection services. Through this process the City transitioned from manual collection to a 3-cart automated system, and residential rates were reduced by 11%, saving ratepayers \$651,000 over the 5 year term.

In 2002, prior to the expiration of the residential solid waste collection agreement, the City again retained HF&H to lead the procurement and negotiation process. The results of this negotiated agreement included: the contractor reimbursing the City for the procurement costs; a residential rate reduction of 16%, saving ratepayers \$1.2 million over the 7 year term; an increase in City compensation of \$30,000; and design and implementation of new diversion programs

In 2005, HF&H assisted the City by drafting and negotiating an exclusive franchise agreement to provide multi-family and commercial recycling services in the City at no additional charge to the customers. The program is fully funded by AB 939 fees paid by the permitted waste haulers.

In 2010, HF&H assisted the City with the development and negotiation of a City-wide exclusive franchise agreement. Through this process the City transitioned from a commercial permit system with nine haulers to an exclusive system incorporating residential, commercial and roll-off collection services. The new agreement included additional diversion services, further rate reductions, and an implementation of a volume-based residential rate structure.

ATTACHMENT C: PROJECT DESCRIPTIONS

City of San José

Commercial Solid Waste System Redesign (2007 – Ongoing)

Project Description

In 2007, the City of San José adopted a set of "Green Vision Goals" designed to transform San José over 15 years into a center of clean technology innovation and sustainable practices. Among the goals was a Zero Waste goal of diverting 100% of municipal solid waste from landfills and of converting waste to energy. The City quickly realized that to achieve such a goal required significantly increasing commercial diversion performance. The non-exclusive commercial collection system, with about 20 haulers, was yielding a diversion level of about 26% (excluding construction and demolition debris and third party recycling efforts). San José was interested in redesigning the system with a focus on supporting higher diversion levels, providing expanded and more-efficient collection services, and stabilizing City revenues of over \$14 million per year.

HF&H Solution

The City of San José chose HF&H to assist them in identifying options for redesigning the commercial solid waste management system in a two phase process. For the first phase, HF&H analyzed the existing collection system to better understand the level of each hauler's involvement and their role in diversion. The City was also interested in examining opportunities to improve the quality of commercial collection and the stabilization of rates. As part of our evaluation of options for improving the commercial solid waste system, HF&H surveyed operations in five major U.S. cities, identified and evaluated a range of commercial system options in participation with the City's commercial team, prepared a report documenting the commercial team's evaluation process and recommendations for the future commercial system. This phase of the commercial redesign process resulted in the City Council's approval of a plan to implement an exclusive franchise system granting two or three haulers with the right to collect in two or three individual service districts, and to conduct separate competitive procurements for collection and organics processing services.

For the second phase, HF&H worked closely with the City's commercial team to prepare the organics processing and collection RFP's, which were released in February and April 2010, respectively. HF&H assisted the City in defining the scope requiring proposers to offer collection and processing programs to commercial customers in order to obtain a minimum 75% diversion, with required proposals for three stream and two stream (wet/dry) systems, and the option to propose innovative alternatives. The organics processing RFP encouraged a range of processing options from composting to innovative processes. The City received five collection proposals and three organics processing proposals.

Project Results

HF&H staff served as an integral part of the City's team for this multi-year project on a day-to-day basis, playing a lead role in planning and managing the contractor evaluation and selection process with staff from Environmental Services, City Attorney's Office and Purchasing, including facilitating two rating

Client Contacts

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Commercial Program Manager
(408) 975-2518
Jeff.Anderson@sanjoseca.gov

Michele Young
Organics Manager
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Jo Zientek
Deputy Director, Environmental
Services
(408) 535-8557
Jo.Zientek@sanjoseca.gov

ATTACHMENT C: PROJECT DESCRIPTIONS

panels consisting of City staff, staff from Santa Clara County cities, and the business community in evaluating and scoring the proposals.

In April 2011, the Council chose the staff recommendation and selected Allied to provide collection services using the "One Bin Plus" system, a variant of two-sort collection, and Zero Waste Energy Development (an affiliate of Green Waste Recovery) to provide dry anaerobic digestion using a German technology. The anaerobic digestion facility will be developed on leased City land adjacent to the waste water treatment plant. New services are scheduled to commence July 1, 2012. HF&H assisted in negotiating final agreements with the two companies and is assisting during the transition in anticipating issues and developing means to avoid them or to minimize their impact.

CalRecycle

Commercial Recycling Cost Study (2008-10)

Project Description

HF&H worked with the Department of Resources Recycling and Recovery (CalRecycle) to understand the costs and cost savings of commercial recycling in support of the development of a statewide commercial recycling policy.

Client Contact

Howard Levenson, Ph.D.
Director of Sustainability Program
(916) 341-6311
howard.levenson@calrecycle.ca.gov

The CIWMB is an active member of the multi-agency Climate Action Team. This team was created by the Governor to develop strategies to meet the climate change emission reduction targets of the California Global Warming Solutions Act of 2006 (AB 32). The AB 32 scoping plan has identified zero waste/high recycling as one of its primary greenhouse gas (GHG) reduction strategies, with particular focus on the substantial opportunities available in the commercial recycling area. The "Commercial Recycling Measure" to be adopted by the CIWMB to affect this change would consist of a regulatory structure mandating recycling of certain materials by commercial generators, subject, as usual, to certain thresholds and exemptions.

HF&H Solution

HF&H was hired by CalRecycle to estimate the costs, cost savings, and net costs to haul, process, and market varying amounts of the targeted, high lifecycle GHG materials generated by large businesses. Through this process, HF&H developed two main deliverables:

1. Cost Assessment Model: A sophisticated economic model to estimate the range of costs, savings, and net costs associated with an expansion of commercial recycling on a regional and statewide basis. The results of this cost assessment model facilitates rulemaking at the CIMWB for statewide commercial recycling, provides regulators with information on cost-effectiveness, and information on reasonable exemptions (e.g. generator thresholds, rural generators, material types, etc.). Additionally, this provides the CIWMB, local governments, and the waste management and recycling industries with information on the costs and savings associated with developing or expanding commercial recycling programs.
2. Commercial Diversion Tool: HF&H, in cooperation with Cascadia Consulting Group, developed a web-based calculator tool that individual businesses use to make decisions regarding whether to reduce, recycle, or dispose of materials and the estimated costs and GHG reductions associated with

ATTACHMENT C: PROJECT DESCRIPTIONS

that decision. CalRecycle staff, local jurisdictions, and others also use this tool to help businesses explore commercial diversion options and provide technical assistance.

Project Results

HF&H has submitted a final copy of the Commercial Diversion Tool along with a Final Report of the Commercial Recycling Cost Study. The Final Cost Study Report is available upon request or through the CalRecycle website.

CalRecycle

Franchise Agreement Training (2010)

Project Description

The California Department of Resources Recycling and Recovery (formerly CIWMB) was interested in training some of their staff on the effect of franchise agreement language on program effectiveness and diversion results. The Materials Marketing and Local Assistance branch of CalRecycle is responsible for ensuring local government compliance with AB939 requirements. CalRecycle wanted their staff to understand the way in which franchise language inhibits and/or facilitates program effectiveness in communities throughout the state. The training took place in August 2010.

Client Contact

Kyle Pogue
Manager

(916) 341-6246

Kyle.Pogue@CalRecycle.ca.gov

HF&H Solution

Many topics were covered by the all-day training seminar. The day began with discussion about why local jurisdictions regulate waste and recycling and how those motivations lead to several common regulatory structures. HF&H talked about different systems and contracts and how they impact program efficacy, including regional agencies, disposal issues, and materials recovery and processing facilities. HF&H explained some of how politics play into the solid waste industry, how elected officials play into the industry, and how politics affect competition and market dynamics. Representatives from the City of Napa and the City of Rancho Cordova prepared presentations that laid out how their current franchising arrangements work well for them. The training ended with HF&H going into detail about the different program options available for each service sector (e.g. single-family, multi-family, and commercial).

Project Results

CalRecycle management and staff were pleased with the training program and HF&H has received numerous compliments from the attendees. CalRecycle recorded the training and will use the DVD to train new employees.

ATTACHMENT C: PROJECT DESCRIPTIONS

City of Fresno Commercial and Multi-Family Solid Waste Procurement (2010)

Project Description

After having cut more than \$80 million and 600 employees from the general fund budget in two years, the City was faced with another \$12 million gap as it planned the fiscal year 2011 budget. The City Manager's office, working with the Mayor, identified "franchising" of the commercial solid waste activities as a potential opportunity to help close the budget gap.

Client Contact

Bruce Rudd
Assistant City Manager
(559) 621-7784
bruce.rudd@fresno.gov

In April 2010, HF&H was engaged by the City of Fresno to conduct a procurement for commercial and multi-family solid waste, recycling, and organics collection and processing services. Fresno had historically provided these services with municipal forces through its Department of Public Utilities.

HF&H Solution

In order to help the City determine whether or not a "franchised" commercial system would serve the City, HF&H developed a procurement process to meet Fresno's unique needs. The procurement was comprised of the following major tasks;

1. Developing the program and service requirements of the desired system;
2. Preparing the RFP and drafting a franchise agreement;
3. Managing the pre-proposal process;
4. Evaluating proposals;
5. Negotiating final agreements with the top ranking proposers; and,
6. Presenting recommendations to the City Council.

Project Results

HF&H's RFP resulted in proposals from five companies. Each proposal expanded the programs and services offered to multi-family and commercial customers. The proposals included the purchase of City equipment (\$8 million) and will provide approximately \$2.5 million annually in franchise fees. The top three proposals received also offered (3% to 11%) lower rates to customers than the rates charged by the City.

Ultimately, two companies were selected to provide collection services in two districts.

ATTACHMENT C: PROJECT DESCRIPTIONS

WVSWMA

Solid Waste Collection Advisory Services (1997- Present)

Project Description

Executive Director

The West Valley Solid Waste Management Authority (Authority) is comprised of the cities of Campbell, Monte Sereno, and Saratoga; and, the Town of Los Gatos. We have provided the Executive Director for the Authority since its inception. In that capacity, we have provided the guidance and leadership to the Board on solid waste issues, including the competitive procurement for new collection and sole source negotiations for processing services and a new disposal agreement in 2005, implementation of services, and annual rate adjustments.

Client Contact

Kirsten Powell, Esq.
Board Attorney
(408)402-9542
kpowell@loganpowell.com

Procurement

The franchise agreements between the individual members of the Authority and their current service provider had not been competitively bid in decades. The Authority felt it was its fiduciary responsibility to the ratepayers to do so. Having made that decision, the Board took the opportunity to request new services and create one agreement with a new hauler and the Authority.

HF&H Solution

With the assistance of the Authority, HF&H managed the competitive contractor selection process. This process included meeting with Authority staff to discuss its goals and objectives; preparing the RFP, drafting a collection agreement; soliciting cost proposals; evaluating the cost proposals for reasonableness with industry standards; selecting the contractor; and, negotiating the final terms of the new collection agreement.

WVSWMA's procurement process resulted in receipt of five proposals. After review of the evaluation results and presentations by the proposers, the Board selected the low-cost collection provider.

Project Results

The Board took this opportunity to: add fully-automated collection programs; add single-stream residential recyclable materials collection; increase the jurisdiction's franchise fees and add other jurisdictional fees; and restructure customer rates. The final negotiated revenue requirement resulted in different rate adjustments in different cities. For example, the 35-gallon residential rate increased between 2.3% and 5.8% depending on the jurisdiction.

Since there were significant service changes and the selected hauler was new to the service area, the Board asked HF&H to monitor the implementation of the new contract. Some of the tasks HF&H performed included: 1) attending all the transition team meetings; 2) monitoring the new hauler's progress against timelines (purchase of equipment; training of personnel, etc) ; 3) reviewing the public education materials; 4) reviewing the customer billing data; and 5) addressing issues as they became known.

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StopWaste.Org (ACWMA)

Franchise Data Gathering (2010)

Project Description

As part of its recently adopted strategic plan, the Alameda County Waste Management Authority (StopWaste.Org) established a "Franchise Task Force" to review the recycling and solid waste franchise agreements of its 17 member agencies and develop recommendations for future franchising activities. HF&H was engaged to develop a database and to document into that database the relevant provisions of each of nearly 40 contract documents (including franchise, processing, and disposal agreements) that govern recycling and solid waste activity in Alameda County. This database is to be used by the Franchise Task Force Steering Committee to understand the current conditions, requirements, and limitations of the existing agreements as well as to identify "best practices" which might be recommended for use in other communities.

Client Contact

Meghan Starkey
Senior Program Manager
(510) 891-6513
mstarkey@stopwaste.org

HF&H Solution

HF&H developed a Microsoft Access database to document key data for each of the contract documents. The database was configured to house the following information for each document: key contract terms (e.g. start dates, parties to the contract, etc.), direct services (e.g. service descriptions, materials accepted, materials prohibited, customer incentives, etc.), other services included in the contract, compensation and rate adjustment methodology, performance standards, and rates. Once the database was configured and the design was approved by the client, HF&H gathered all relevant documents from each of the member agencies and input the information into the database.

Project Results

StopWaste.Org now has a complete and current database that documents the key provisions of their member agencies' solid waste and recycling related contracts. This database catalogues thousands of data points included in the nearly 40 contract and municipal code documents that regulate recycling and solid waste activities and services in the County.

ATTACHMENT C: PROJECT DESCRIPTIONS

SBWMA

Solid Waste Procurement – Phases 1 and 2 (2006-07)

Project Description

The South Bayside Waste Management Authority (SBWMA), a Joint Powers Authority comprising twelve member agencies in southern San Mateo County, needed a consultant's assistance with a process for competitively selecting new solid waste collection and transfer station and MRF operation contractor(s). HF&H was retained to complete Phases 1 and 2 of the contractor selection process.

Client Contact

Kevin McCarthy
Executive Director
(650) 802-3505
kmccarthy@rethinkwaste.org

- Phase 1 involved planning the future programs, services, contract terms and conditions, and procurement strategy. During Phase 1, HF&H, directing a team of consultants, prepared 45 technical memoranda dealing with a wide range of program and contract issues. HF&H presented these memoranda at 16 public workshops resulting in a consensus among the 12 member agencies for the key services and contract terms that were the basis for the agencies' request for proposal.
- Phase 2 of the SBWMA's Contractor Selection Process encompassed the activities associated with preparing the RFP and contracts for collection and facility operations; and, presenting the RFP documents to the Board. In late 2006 and early 2007, HF&H assisted SBWMA staff with Phase 2. We drafted the RFP that solicited proposals from qualified companies for collection services and the Shoreway Facility transfer station and recycling center operations. The RFP contained extensive information about the current service conditions in the 12 Member Agencies and at the Shoreway Facility; a comprehensive description of the future collection and processing needs of the Member Agencies; the future agreements for collection and operations; specifications for the content of the companies' proposals; and cost proposal forms.

Project Results

The RFP documents reflected the decisions made by the Programs and Facilities Committee and Process and Contract Committees in Phase 1 of the Contractor Selection Process. HF&H worked with SBWMA staff and a Board subcommittee to seek input and review of the RFP documents.

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MRWMD

Regional Franchising Opportunities (2009)

Project Description

Local franchise agreements for the member agencies of the District had not been competitively bid in 15 years or longer. Each city and unincorporated Monterey County had their own individual franchise agreements, each of which were due to expire in 2015. The agreements in place had been extended several times and contained little in the way of prescribing: expected customer service levels; routine and meaningful reporting to local cities regarding tonnage of materials collected and trends; proactive outreach and education activities; the nature of the relationship with the District; uniform franchise fee agreements among local jurisdictions, etc.

Client Contact

William Merry, P.E., DEE
General Manager
(831) 384-5313
wmerry@mrwmd.org

The District believed there were significant opportunities to lower costs to ratepayers, enhance revenue generation for local cities, and improve contract management through an updated, consolidated and competitively-bid or negotiated solicitation of a new "master" franchise agreement encompassing all or some District jurisdictions.

HF&H Solution

The District had a Strategic Planning Task Force in place to address issues such as regional franchising. In an effort to provide more comprehensive information for that discussion, the District approved HF&H's scope of work including: 1) review of each of the existing franchise agreements and compare to "state of the industry agreements; 2) identify and document the advantages and disadvantages associated with different cooperative procurement approaches; 3) identify common and leading edge franchise fee and revenue enhancement mechanisms used in California franchise agreements and solid waste systems; and, 4) work with District staff to identify additional approaches that could be used as part of a regional procurement process.

Project Results

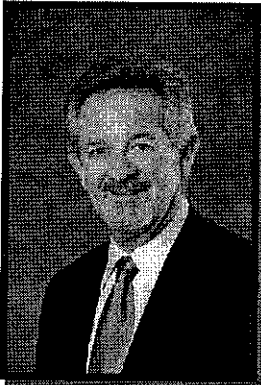
HF&H found that the aging franchise agreements were not consistent with the state of the industry in terms of either programmatic or contractual elements. HF&H presented a range of options for the District regarding regional franchising. This presentation focused on developing a system which maximizes the existing infrastructure, anticipates pending regulatory and legislative requirements, and developing a system that will result in high levels of diversion and customer service while maintaining cost-effectiveness. HF&H prepared a model franchise agreement that can be used and tailored by each city. The District Board has approved the next phase of work which includes more comprehensive strategic planning for the districts funding and procurement concerns.

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ATTACHMENT D: KEY STAFF RESUMES

Robert D. Hilton, CMC, President

Range of Experience



Bob Hilton is the President of HF&H and one of five firm owners. Bob has over 35 years of public management experience in county and city government and special districts, the past 30 years as a consultant. Mr. Hilton has been responsible for: policy studies; strategic planning studies; financial feasibility studies organizational/management studies; privatization studies; franchise bid processes and contract negotiation; cost of service studies; utility rate analysis; and litigation consulting. Bob has provided expert solid waste advice to more than 160 agencies through nearly 800 projects.

Mr. Hilton has directed all of the competitive contractor selection and negotiation processes in Northern California for HF&H including, but not limited to, those for the cities of Alameda, Brentwood, Cotati, Daly City, Fresno, Livermore, Milpitas, Union City, Pacifica, Palo Alto, Petaluma, San Bruno, San Jose, and Sunnyvale, as well as the Ross Valley Sanitary District, Central Contra Costa Solid Waste Authority, South Bayside Waste Management Authority and the West Valley Solid Waste Management Authority.

Professional and Business History

HF&H Consultants, LLC: President, August 1989 to present

Price Waterhouse: Senior Manager/Manager, 1983 to 1989

City of San Francisco: Solid Waste Program Manager, 1982 to 1983

City of San Francisco: Clean Water Program, Assistant Executive Director, 1981 to 1982

County of Santa Clara: Director of the Office of Management and Budget; Budget Director; Management Analyst, 1973 to 1981

Professional Organizations

Institute of Management Consultants, Northern California Chapter

California Resource Recovery Association

Solid Waste Association of North America

Articles and Speeches

"The Buck Stops Here: Zero Waste Funding and Financing," speaker, Solid Waste Association of North America, Austin Texas, 2012

"Zero Waste Funding at the Retail and Wholesale Level," California Resource Recovery Association Conference, San Diego, CA, 2011

ATTACHMENT D: KEY STAFF RESUMES

Robert D. Hilton, CMC, President

"Creating Effective Franchises and Contracts," California Resource Recovery Association Conference, 2004

"Single Stream Recycling Challenges and Implementation Issues," panelist, Alameda County Waste Management Authority and Contra Costa County Solid Waste Authority Technical Advisory Committee Workshop, 2003

"Public Ownership of Solid Waste Facilities," Solid Waste Association of North America, Western Regional Symposium, 2002

"Choosing a Method for Regulating Refuse Collection," World Waste, January 1991

"Regulating Refuse Collection: A Utility Approach," World Waste, October 1990

"Fixed Asset Valuation," presented at Fixed Asset Valuation Seminar for Local Governments by Price Waterhouse, 1988

"Management Audits", presented to the League of California Cities, 1985

"Performance Auditing," presented to the County Engineers Association of California, March 1985

Education

M.A., Political Science, California State University, San Jose

B.A., Political Science, California State University, San Jose

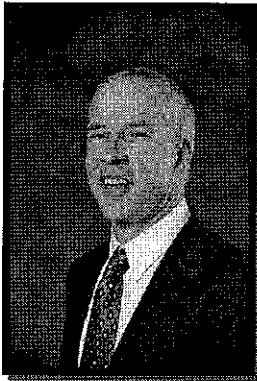
Professional Certification

Certified Management Consultant (CMC Professional Certification)

ATTACHMENT D: KEY STAFF RESUMES

Peter M. Deibler, Senior Project Manager

Range of Experience



Mr. Deibler is a Senior Manager with HF&H Consultants, LLC, with 30 years of experience in the waste management field. He has a background in resource economics and has assisted dozens of public sector clients. Mr. Deibler specializes in the legal, policy, and financial issues related to diversion programs and waste management program and facility procurements and negotiations. He frequently drafts and negotiates service contracts and is well versed in the role of Propositions 218 and 26 in local government setting of fees and rates. His work often involves extensive public process, including workshops, study sessions, and facilitating decision making by client senior staff, city councils, state and local task forces, and special district and joint power agency boards.

His current and recent clients include StopWaste.Org (Alameda County), the cities of San Jose, Mountain View, Sunnyvale, San Jose, Palo Alto, and the West Valley Solid Waste Management Authority (four Santa Clara County cities). Key current and recent responsibilities include a review of future HHW options for StopWaste.Org; developing a Zero Waste plan, new service agreement, and negotiation process for the City of Mountain View; and the City of San Jose's commercial redesign procurement including collection and anaerobic digestion of organics. In recent years he managed the City of Sunnyvale's SMaRT Station operator procurement and the City of Palo Alto's Zero Waste Procurement.

Peter Deibler has managed numerous contractor collection, and facility development and/or operation procurements for agencies ranging in population from 5,000 to 1 million. This experience includes projects for Napa, Riverside, San Bernardino, and Sonoma counties, the Alameda County Waste Management Authority, the Central Contra Costa County Solid Waste Authority, the Salinas Valley Waste Management Authority, the SMaRT Station partners (Sunnyvale, Mountain View and Palo Alto), the Western Placer Waste Management Authority, and the cities of Mountain View, San Jose, Palo Alto, Fremont, Salinas, Fairfield, San Ramon, San Anselmo, Fort Bragg, Healdsburg, Windsor, and Oceanside. He is currently assisting the City of Mountain View in negotiating a new service contract addressing key service issues from the City's Zero Waste Plan that HF&H is developing for the City under Mr. Deibler's management. From 2008-11 he managed a commercial procurement for the City of San José to assist the city in reaching a city wide 75% diversion rate by 2013 and zero waste by 2022, and he is now assisting with the transition. San Jose is converting from a nonexclusive system with 20 collection companies to an exclusive system with two service providers for "one bin plus" collection and recyclables processing, and anaerobic digestion of organics. Other recent project highlights include the City of Palo Alto's Zero Waste procurement and preparation of the 2007 StopWaste.Org "5-year Audit" Program Assessment, which included analysis of key policies and programs that StopWaste.Org is considering in its plan for meeting and exceeding its 75% diversion goal.

ATTACHMENT D: KEY STAFF RESUMES

Peter M. Deibler, Senior Project Manager

Professional and Business History

HF&H Consultants, LLC: Senior Project Manager, 2006 to Present

Brown, Vence & Associates: Senior Associate, 1989 - 2006

Recent Articles and Speeches

"Zero Waste – the Mountain View Experience," with Lori Topley, City of Mountain View, California Resource Recovery Association Conference, Oakland, August 6, 2012. Pending

"The Role of Household Hazardous Waste in Zero Waste," California Resource Recovery Association Conference, Oakland, August 8, 2012. Pending

"Procurements and Contracting for Zero Waste Services," Consultants Panel, Zero Waste Brain Trust, EPA Offices, San Francisco, CA September 24, 2010 (by invitation)

"High Diversion with a Redesigned Commercial Program," with Kristina Gallegos, City of San José, California Resource Recovery Association Conference, Sacramento, August 9, 2010

"Moving Beyond Disposal - Funding Options for High Diversion", Presentation to the Alameda County Source Reduction and Recycling Board, July 10, 2008.

"Rethinking Rate Structures - Rate Setting for High Diversion", Presentation to the Alameda

Education

Master of Arts Degree in Energy and Resources, University of California, Berkeley

Bachelor of Arts Degree in Economics, Phi Beta Kappa, Beloit College

ATTACHMENT D: HF&H STAFF RESUMES

Colleen Costine, Senior Associate

Range of Experience



Colleen Costine, Senior Associate, has over 28 years of financial and accounting experience, with over 20 years in the solid waste industry. Ms. Costine works in our northern California recycling and solid waste practice. She has been assigned many projects including: operational reviews; detailed rate application reviews; billing service reviews; contract compliance reviews; landfill rate analysis; and, procurement of new services.

Prior to joining HF&H, Ms. Costine was an Assistant District Controller, with Allied Waste Industries. Ms. Costine was responsible for implementing the company's accounting policies and procedures at the Division level. Quarterly she reviewed all balance sheet accounts for four Transfer Stations, two Landfills, one Recycling Facility and seven Hauling Companies. Ms. Costine collaborated with division personnel in becoming SOX "compliant" and continued testing controls to ensure on-going compliance in the areas of General Ledger, Accounts Payable, Fixed Assets, Payroll, Accounts Receivable, Security and Landfill. As a Regional Finance Manager, Ms. Costine reviewed monthly division variance reports, statistical analysis and prepared consolidated reports for a Region of five districts with annual revenue of \$778 Million.

Ms. Costine has been involved in the review and evaluation of hauler solid waste, recyclable material, and organic material processing proposals for the cities of San José and Livermore. Her analyses included presentation of financial and statistical data for the comparison of proposed costs and operational efficiencies to industry standards.

Professional and Business History

HF&H Consultants, LLC: Senior Associate 2008 to Present, Associate Analyst 2007 - 2008

Allied Waste Industries: Assistant District Controller, Regional Finance Manager and District Controller 2000-2007

Colleen A. Costine: Consultant; 1999-2000

Browning Ferris Industries: Manager of Financial Services Payroll and Staff Accountant, 1991-1999

New Zealand Milk Products: Product Supply Assistant, 1987-1988

Zidell Explorations, Inc: Lead Accounts Payable Clerk, 1985-1986

Red Lion Inn Lloyd Center: Assistant Office Manager, 1982-1985

Education and Professional Certification

B.A., Emphasis in Accounting, Rutgers University, Camden, New Jersey

ATTACHMENT D: KEY STAFF RESUMES

Lauren Barbieri, MBA, Associate Analyst

Range of Experience



Ms. Barbieri brings several years of contract procurement and environmental business experience to her role as an Associate Analyst in HF&H's Northern California office. She began working with HF&H as an Assistant Analyst in 2008 and returned as an Associate in 2011 after earning an MBA from the UCLA Anderson School of Management.

At Alcatraz Cruises, Lauren facilitated the partnership between the company, the National Park Service, and the National Parks Conservancy, with a general focus on the government's role in environmental responsibility and preservation for land-use. She developed and maintained environmental operating programs, green procurement policies and environmental education activities and events for visitors to Alcatraz Island. During her time with Alcatraz Cruises, the company became the first of its kind to achieve ISO

9001:2000, ISO 14001:2004 and OHSAS 18001:1999 (international standards of quality management, environmental management and health and safety management systems) and developed the first hybrid ferryboat to be used on the San Francisco Bay.

Since Ms. Barbieri began at HF&H, she has participated in a wide range of procurement and contract negotiation projects including several competitive and sole source service procurements as well as operations reviews. Most recently, she drafted new agreement language and collaborated in a MRF agreement extension for the City of Oxnard. She has also aided in RFP and Franchise revisions for the Cities of Livermore and Palo Alto, contributed to building a solid waste business plan for the City of Sacramento, and assisted in new agreement terms and negotiations for the City of Mountain View.

Professional and Business History

HF&H Consultants: Associate Analyst, 2011 to Present; Assistant Analyst, 2008-2009

Hornblower Yachts, Inc: Marketing and Operations Analyst, 2006 -2008; Executive Assistant to CEO, 2005 -2006

Education and Professional Certification

Master of Business Administration, University of California, Los Angeles

Bachelor of Arts, Legal Studies, University of California, Berkeley

ATTACHMENT E: SCOPE OF SERVICES AND FEE PROPOSAL

	R. D. Hilton	P. Deibler	C. Costine	L. Barbieri	K. Erwin	Total Hours	Proposed Cost	Meetings	Work Products	Preliminary Schedule
	\$249	\$215	\$179	\$129	\$95					
PART 1 COMPLETE AND RELEASE RFP PACKAGE										
Task 1 Prepare for, and Make Presentation at Council Meeting										
HF&H conducts initial planning-level analysis of possible City operation of MRF, based on timely City provision of information and responses to questions; HF&H conducts initial planning-level analysis of transfer and/or MRF technology options	4	8	0	8	0	20	\$3,748		Powerpoint presentation to Council	October
HF&H prepares Powerpoint presentation of approximately 20 slides covering procurement process integrity including City Council and staff roles and communication protocols, and possible use of an independent evaluation team; possible City operation of MRF (based on initial planning-level analysis) and structuring of a managed competition; the possible role of new transfer and/or MRF technology in the procurement; HF&H role in managing the process, key activities and schedule	16	8	0	8	4	36	\$7,116	1	Powerpoint presentation to Council	October
Task 1	20	16	0	16	4	56	\$10,864			
Task 2 Finalize RFP Package										
HF&H revises final draft RFP, agreement and proposal forms to reflect City comments and any substantive changes in process, such as managed competition, more specified evaluation and selection process, etc; submits to City for final review	4	16	8	32		60	\$9,996		Final revised RFP documents	October-November
HF&H makes final revisions to RFP, agreement and proposal forms, reflecting final City comments	2	8	4	16	4	34	\$5,378		Final RFP documents	December
Task 2	6	24	12	48	4	94	\$15,374			

PART 1 COMPLETE AND RELEASE RFP PACKAGE										Work Products		Preliminary Schedule				
Task 3 Council Review of Final RFP Package										Meetings						
	R. D. Hilton	P. Deibler	C. Costine	L. Barbieri	K. Erwin	Total Hours	Proposed Cost									
HF&H prepares draft Council presentation of final RFP package for City staff review	1	8	2	2	2	13	\$2,417		Draft Powerpoint	January						
HF&H finalizes presentation based on staff comments and presents draft RFP package to Council	10	12	2	2	2	26	\$5,518	1	Final Powerpoint	January						
HF&H finalizes RFP package as necessary to reflect Council direction		6	4	4	2	16	\$2,712		Final RFP package	January						
Task 3	11	26	4	8	6	55	\$10,647									
Task 4 Distribute RFP and Conduct Pre-Proposal Process																
HF&H contacts each RFP respondent and updates info as necessary; HF&H prepares HF&H website to host process using a password protected portal and making all applicable documents available as downloads; HF&H sends email notification of RFP availability to all RFP respondents		2	0	4	12	18	\$2,086		Final RFP contact list and dedicated website page	December-January						
HF&H prepares for, and facilitates pre-proposal conference	0	8	0	16	2	26	\$3,974	1	Agenda, Powerpoint	February						
HF&H facilitates receipt of proposer question and HF&H responses with written RFP addenda posted to website; includes communication with specified City staff as questions dictate	0	24	10	32	8	74	\$11,838		Up to two addenda	February-March						
Task 4	0	34	10	52	22	118	\$17,898									
PART 1 TOTAL										37	100	26	124	36	323	\$54,783

ATTACHMENT E: SCOPE OF SERVICES AND FEE PROPOSAL

PART 2 CONDUCT EVALUATION AND SELECTION PROCESS										Work Products		Preliminary Schedule
Task 5 Evaluation Planning and Evaluation Team Meeting 1												March-September
HF&H makes initial contact with eval team members; HF&H develops description of evaluation process and materials for evaluation team use intended to ensure fully transparent process (budget assumes that City determines composition of eval team and obtains commitments to participate)	R. D. Hilton	\$249	\$215	\$179	C. Costine	L. Barbieri	K. Erwin	Total	Proposed Cost			
	1	8	4	13				Hours				
Proposals submitted (budget assumes three, including City as applicable); HF&H facilitates 1st meeting of team soon after receipt of proposals to present guidelines, overview of RFP package, brief bulletpoint summary of proposals, distribute RFP and proposals, and discuss and distribute evaluation materials	2	12	16	30				Hours	\$5,142	Agenda, process description, and team materials (scoring sheets, etc)		March-April
	1							1		Agenda		April-May
Task 5	3	20	0	16	4	4	43		\$7,491			
Task 6 Initial Proposal Evaluation (Evaluation Team Meeting 2)												
HF&H conducts an initial check of proposals for meeting minimum standards (pass/fail); instructs evaluation team to only review passing proposals	2	2	6	3	11			Hours	\$1,489	High level matrix identifying proposals and their pass/fail status		May
	2	20	20	24	66			Hours	\$11,474	List of issues for clarification and draft questions to proposers		May
HF&H prepares draft proposal summaries and initial findings for evaluation team (and later Council) use; evaluation team meets for 2nd time to discuss proposals in detail and prep for interviews	2	12	16	2	32			Hours	\$5,332	Draft proposal summary matrix with initial comments/findings; meeting agenda; followup support for evaluation team as needed		June
	4	34	20	46	5	109		Hours	\$18,295			
Task 6												

ATTACHMENT E: SCOPE OF SERVICES AND FEE PROPOSAL

	R. D. Hilton	P. Delbler	C. Costine	L. Barbieri	K. Ervin	Total Hours	Proposed Cost	Meetings	Work Products	Preliminary Schedule
PART 2 CONDUCT EVALUATION AND SELECTION PROCESS										
Task 7 Propose Interviews and Final Meeting (Evaluation Team Meetings 3 and 4)										
HF&H prepares advance written questions for interviewees as well as verbal questions for during interviews; HF&H facilitates interviews, and follows-up with proposers post-interview as necessary	8	24	8	12	2	54	\$10,322	1	Budget assumes three interviews on one day	June-July
HF&H facilitates final meeting of evaluation team to score/rank proposals as provided by the Council-approved process	8	12	4	8	2	34	\$6,510	1	Agenda, final evaluation materials for team use	July
Task 7	16	36	12	20	4	88	\$16,832			
Task 8 Present Findings to Council										
HF&H prepares Council presentation of evaluation team findings	4	16	4	24	2	50	\$8,438		Powerpoint presentation	August
HF&H presents evaluation team findings to Council (remaining scope and budget assumes Council selection of single proposer for negotiation)	12	16		0	0	28	\$6,428	1	Make Council presentation	August-September
Task 8	16	32	4	24	2	78	\$14,866			
PART 2 TOTAL										
	39	122	36	106	15	318	\$57,484			

ATTACHMENT E: SCOPE OF SERVICES AND FEE PROPOSAL

	R. D. Hilton	P. Deblair	C. Costine	L. Barbieri	K. Erwin	Total		Proposed Cost	Meetings	Work Products	Preliminary Schedule
						Hours	Cost				
PART 3 NEGOTIATE AND FINALIZE AGREEMENT											
Task 9	Negotiate and Finalize Agreement										
	24	40	4	16		84	\$17,356		3	Agenda, summary materials, minutes	September-October
	4	8	2	24	2	40	\$6,360			Revised draft, and final, signature-ready agreement	October-November
Task 9	28	48	6	40	2	124	\$23,716				
Task 10 Final Recommendation to Award to Council											
	1	8			2	11	\$2,159			Draft Powerpoint	October-November
	4	5			1	10	\$2,166		1	Final Powerpoint	November
Task 10	5	13	0	0	3	21	\$4,325				
PART 3 TOTAL		33	61	6	40	5	145	\$28,041			
Engagement Management											
	8	16	0	0	0	24	\$5,432				

ATTACHMENT E: SCOPE OF SERVICES AND FEE PROPOSAL

OPTIONAL TASKS	Detailed Evaluation of City Operation Option	Meetings					Work Products		Preliminary Schedule
		R. D. Hilton	P. Deibler	C. Costine	L. Barbieri	R. Erwin	Total Hours	Proposed Cost	
		\$249	\$215	\$179	\$129	\$95			
Optional Task 1									
	Develop detailed analysis of the competitive feasibility of a City proposal to operate Del Norte. Assumes provision of requested labor, overhead, equipment and related data from the City; identification and discussion of key assumptions with City staff; development and review of the structure for a City pro forma for discussion with City staff; development of the pro forma; analysis of options such as variations in equipment replacement, possible options for new equipment or technology, and comparative public and private sector options for capital financing and expense amortization, and; review of sensitivity of analysis to key assumptions.	8	24	36	12	0	80	\$15,144	Draft and final pro formas, and summary discussion of results.
Optional Task 1		8	24	36	12	0	80	\$15,144	
Optional Task 2									
	Managed Competition								
	Added activity throughout the process related to designing, managing, conducting a managed competition.	0	0	0	0	0	0	\$0	TBD
Optional Task 2		0	0	0	0	0	0	\$0	

ATTACHMENT E: SCOPE OF SERVICES AND FEE PROPOSAL

	R. D. Hilton	P. Deibler	C. Costine	L. Barbieri	K. Erwin	Total Hours	Proposed Cost	Meetings	Work Products	Preliminary Schedule
	\$249	\$215	\$179	\$129	\$95					
OPTIONAL TASKS										
Optional Task 3	Site Visits to Proposer Facilities									
	Conduct site visits of proposer facilities.									
Optional Task 3	0	0	0	0	0	0	\$0	TBD	TBD	
Optional Task 4	Conduct Best and Final (BAFO) Process									
	Design and conduct a BAFO, as needed.									
Optional Task 3	0	0	0	0	0	0	\$0	TBD	TBD	
Optional Task 5	Negotiation with Multiple Proposers									
	Negotiate with multiple proposers and possibly take multiple final agreements to Council for final selection.									
Optional Task 5	0	0	0	0	0	0	\$0			
Optional Task 6	Assist with Managing Transition									
	TBD									
Optional Task 6	0	0	0	0	0	0	\$0	TBD	TBD	
Optional Task 7	Assist in Monitoring Compliance									
	TBD									
Optional Task 7	0	0	0	0	0	0	\$0	TBD	TBD	