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.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
May 21, 2013
6:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

Q. APPOINTMENT ITEMS – 6:00 P.M.

City Manager Department

1. SUBJECT: Measure O Half-Cent Sales Tax Budget Study Session. (001)
   RECOMMENDATION: Receive an update on the Measure O half-cent sales tax program, including revenues expended to date, and provide direction to staff for future programming of Measure O revenue.
   Legislative Body: CC — Contact: Martin Erickson — Phone: 385-7870

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to the Oxnard 15 and Under Girls Soccer Team for Winning the 2013 California State Cup Championship.

2. SUBJECT: Presentation of Commendation to the Water Conservation Art Contest Winners.

3. SUBJECT: Oxnard Police Explorer of the Year.

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for April 9, 16 and 23, 2013; and Minutes of the Special Meeting of the Oxnard City Council for April 2 and 30, 2013. (007)
RECOMMENDATION: Approve.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (025)
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: Fifth Amendment to Agreement for On-Call Landscape Architect Services. (029)
RECOMMENDATION: Approve and authorize the Mayor to execute the Fifth Amendment to Agreement for On-Call Landscape Architect Services provided by Jordan, Gilbert & Bain Landscape Architects, Inc. (4734-09-CM) extending the expiration date to June 30, 2014 and adding the sum of $100,000, for a total agreement amount of $620,000.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

4. SUBJECT: Agreement Extension with Oxnard Airport Shell and MacValley Oil Company for Cardlock Fuel and Car Wash Service for FY 2013-14. (061)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4447) with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company, for the period from July 1, 2013, to June 30, 2014, in an amount not to exceed $3,000,000, for unleaded gasoline and diesel fuel from vendors' 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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Housing Department

1. SUBJECT: Public Hearing to Consider Oxnard 's Fiscal Years 2013-2018 Consolidated Plan and Fiscal Year 2013-2014 Annual Action Plan Component, Including Applications to the U.S. Department of Housing and Urban Development (HUD). (065)
RECOMMENDATION: 1) Conduct a public hearing to receive comments and provide direction to staff regarding any changes to the Plan; 2) Authorize Interim City Manager to make changes to the Plan as directed by City Council; 3) Approve the Plan and the recommended proposed use of funds; 4) Authorize Interim City Manager to execute the required applications, certifications, and other pertinent documents and submit the Plan to HUD; and 5) Authorize Interim City Manager to execute any agreement and other documents necessary to implement the Plan after approval of the Plan by HUD.
Legislative Body: CC Contact: William E. Wilkins Phone: 385-8094

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

O. REPORTS

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

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.

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 5 / 21 / 13

ACTION	TYPE OF ITEM
❒ Approved Recommendation	❒ Info/Consent
❒ Ord. No(s). ______	❒ Report
❒ Res. No(s). ______	❒ Public Hearing (Info/consent)
❒ Other ______	■ Other Appointment Item

Prepared By: Martin R. Erickson MRE Agenda Item No. Q-1

Reviewed By: City Manager KRB City Attorney AH Finance JC Other *(Specify)*

DATE: May 14, 2013

TO: City Council

FROM: Karen R. Burnham
Interim City Manager

SUBJECT: **Measure O Half-Cent Sales Tax Budget Study Session**

RECOMMENDATION

That City Council receive an update on the Measure O half-cent sales tax program, including revenues expended to date, and provide direction to staff for future programming of Measure O revenue.

DISCUSSION

Background

On November 4, 2008, Oxnard voters approved Measure "O" for a ½ cent general purpose sales tax increase to be used to enhance City services. As a general purpose sales tax, Measure O only required a simple majority for passage; however, it achieved 65.1% approval from voters, nearly two-thirds support.

Approximately $40 million in Measure O funding has been collected since April 1, 2009 funding various projects consistent with the intent of residents and the City Council's approved priorities for clean, safe, prosperous, and attractive neighborhoods. While the current economic and financial conditions present a challenging situation: on the one hand, reducing spending to balance the budget, and on the other, continuing to enhance services with Measure O funds, the City Council has consistently honored its commitment to use Measure O revenues as follows:

> "To protect, maintain, and **enhance vital city services** including police, fire and emergency response, increasing street paving and sidewalk/pothole repair to improve traffic flow, expanding youth recreation, after-school and anti-gang prevention programs, acquiring property for parks/open space preservation, upgrading storm water drains, improving senior services, increasing building code compliance, and other general city services".

A key provision is to protect vital City services impacted by the State's actions to reduce revenues owed to the City.

On April 19, 2011 City Council held a Study Session to discuss long-term Measure O funding and conceptually approved a funding allocation based on community input and City Council priorities. This continues to serve as the guiding funding paradigm for Measure O projects based on available funding.

During the first three years of the Measure O program, $48.4 million has been approved by City Council. This funded $19.1 million for Public Safety and Gang Prevention/intervention including Fire Station 8 at College Park, the Public Safety Computer Aided Dispatch and Records Management System (CAD/RMS), 16 police officers to enhance community policing, the City Corp Townkeepers program; $2.3 million for Recreation, Youth, and Senior Programming; $15.6 million for Parks and Open Space, including construction of Phase 1C at College Park and design for various other parks; and $11.4 million for Traffic and Road Improvements, including the Intelligent Traffic System, and improvements to Del Norte Blvd and Tierra Vista Neighborhood. Attachment 1 summarizes City Council approved projects and programs.

Measure O Citizen Oversight Committee

On February 23, 2012 the Measure O Citizen Oversight Committee (COC) met and reviewed Measure O expenditures and the Measure O financial audit. The committee also reviewed and made comments on the draft "Measure O Community Report". The Community Report is intended to inform the community of Measure O activities. In conjunction with the City's website Oxnardnews.org, and on-going efforts of the Public Information Officer's team, staff continues to provide multi media outreach on Measure O activities. On August 23, 2012 the COC met and reviewed Measure O expenditures. Staff presented a review of Measure O funded street projects approved by City Council that have been completed or are in the process. In February 2013, the City Council appointed new members to the COC, which will have its next meeting on June 13, 2013.

Current Considerations

The purpose of tonight's study session is to update Council on financial status of Measure O funds and the use of those funds. Based on various surveys taken leading up to the November 2008 election, the Council had approved a conceptual long-term allocation that aligned with the priority areas as follows:

Public Safety & Gang Prevention/ Intervention	32%
Recreation,Youth & Senior Programming	10%
Parks & Open Space	30%
Traffic & Road Improvements	25%
Environment & Community Improvements	3%

Staff is also seeking Council input on Measure O priorities and direction on future programming of Measure O funds.

FINANCIAL IMPACT

Since the Measure O ½ cent sales tax became effective in April 2009, more than $40 million has been collected and accrued through June 30, 2012 with an additional $500,000 in interest earnings. A total of $48.4 million has been allocated by City Council through FY 2012-13. Annual revenues are estimated to be at least $11 million.

Attachment #1 – Measure "O" ½ Cent Sales Tax City Council Approved Projects
Attachment #2 – Measure "O" ½ Cent Sales Tax Financial Summary
Attachment #3 – Measure "O" ½ Cent Sales Tax Long-term Allocation Plan

Measure "O" 1/2 Cent Sales Tax
City Council Approved Projects

Public Safety & Gang Prevention/Intervention	
Alliance Safety Blueprint - Youth Development	200,000
TAGRS Graffiti Software System	100,000
Fire Station Asphalt Replacement (Stn. 1, 2 & 4)	305,000
City Corps Townkeeper Program	1,250,000
Enhanced Community Policing	4,587,390
Fire Station #8 College Park	8,514,000
Police & Fire CAD/RMS	2,600,000
Fire Training Academy	400,000
Fire Ladder Truck	1,100,000
Traffic & Road Improvements	
Alley Reconstruction	2,000,000
ITS	3,600,000
Roadway Repair	2,162,000
Del Norte Blvd Improvements	1,600,000
Tierra Vista Neighborhood	2,000,000
Parks & Open Space	
Campus Park Phase I	380,000
Campus Park Phase II	470,000
College Park Project - Phase IC	13,526,400
Del Sol Park Walking Track	210,000
East Village Park	20,000
Sports Park Project	150,000
Durley Park Renovations	825,000
SW Community Park Parking Lot (Boys & Girls Club)	30,000
Lemonwood Park Environmental	15,000
Recreation, Youth, and Senior Programming	
PAL Youth Services	400,000
Preschool to You Program Enhancement	440,000
Community Based Organization Contributions	450,000
Community Center Park West - Snack Bar Demolition & Reconstruction	405,000
New Senior Center/Upgrades and Programming	200,000
Youth Center	100,000
Oxnard Tennis Center Courts Resurfacing	74,900
South Oxnard Center Floor Replacement	61,990
Day at the Park - Special Needs	10,000
Homework Center at Main Library	15,000
Library - WiFi	60,000
Senior Nutrition Program Enhancement	20,000
Mobile Activity Center Services	15,000
Other Community Improvements	
Farm Museum	50,000
Spanish Language Interpretation of Council Meetings	50,000
Total Projects/Programs	**48,396,680**

Summary	
Public Safety & Gang Prevention/Intervention	19,056,390
Traffic & Road Improvements	11,362,000
Parks & Open Space	15,626,400
Recreation & Youth Programming	2,251,890
Other Community Improvements	100,000
Total Programs	**48,396,680**

ATTACHMENT 1
PAGE 1 OF 1

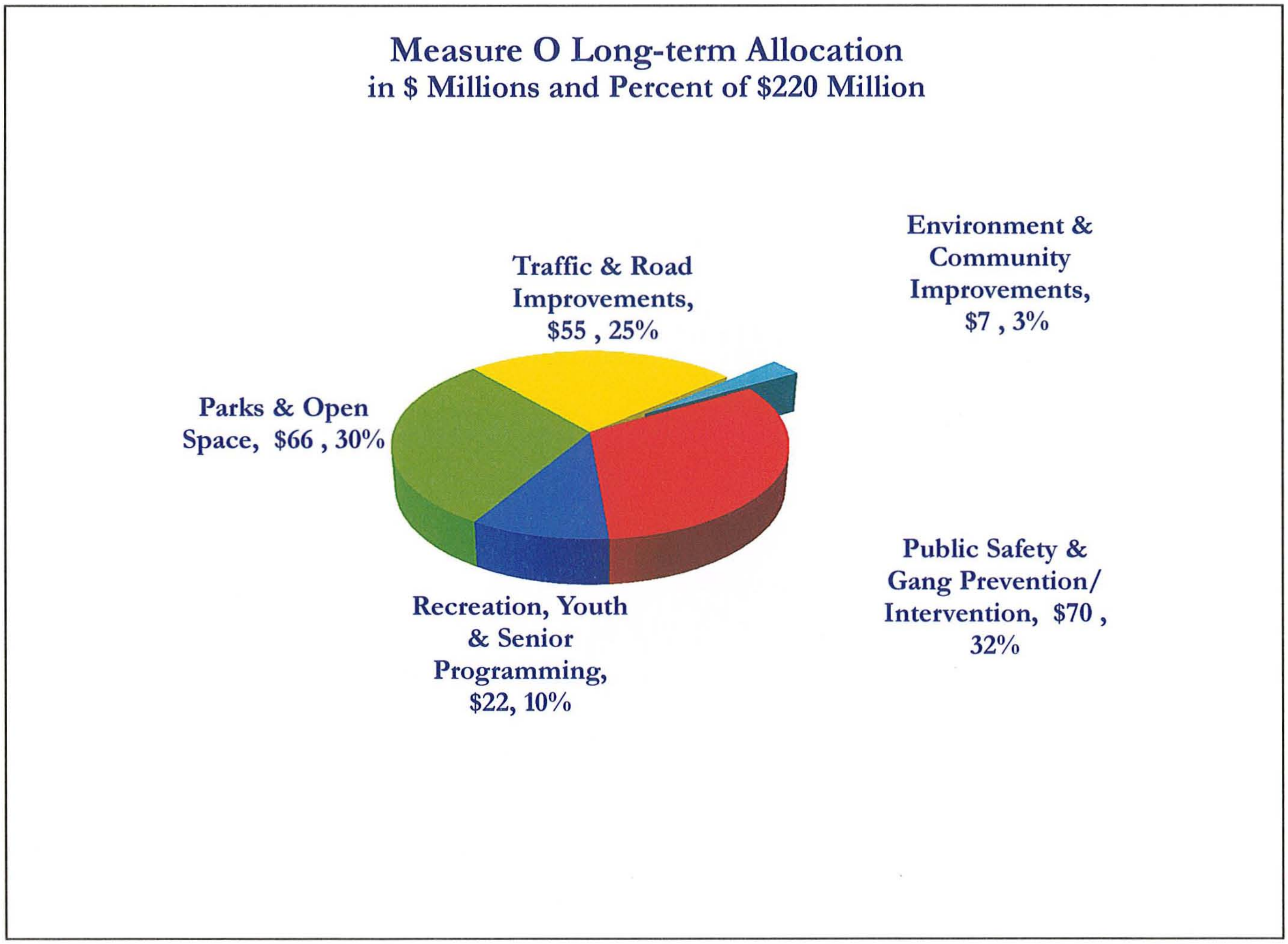
Measure O 1/2 Cent Sales Tax
Financial Summary

Unaudited

	For the Year Ended:				
	Mar. 31, 2012	June 30 2012	June 30 2011	June 30 2010	June 30 2009
REVENUES					
Taxes	$ 4,992,545	$ 13,268,840	$ 11,161,453	$ 8,908,667	$ 1,974,894
Interest Earnings	63,913	187,282	167,320	83,388	-
Total revenues	5,056,458	13,456,122	11,328,773	8,992,055	1,974,894
EXPENDITURES					
State Board of Equalization*	-	-	-	(8,820)	26,291
Parks & Open Space	898,894	8,643,538	3,314,685	-	-
Traffic & Road Improvements	3,961,492	977,669	637,450	11,007	-
Public Safety & Gang Prevention/ Intervention	3,325,325	2,605,211	439,470	-	-
Recreation & Youth Programming	347,640	608,673	402,887	-	-
Other Community Improvements	6,760	-	-	-	-
Total expenditures	8,540,111	12,835,091	4,794,492	2,187	26,291
Excess of revenues over (under) expenditures	(3,483,653)	621,031	6,534,281	8,989,868	1,948,603
Net change in fund balances	(3,483,653)	621,031	6,534,281	8,989,868	1,948,603
Beginning Fund balance	18,093,783	17,472,752	10,938,471	1,948,603	-
Ending Fund balance	**$ 14,610,130**	**$ 18,093,783**	**$ 17,472,752**	**$ 10,938,471**	**$ 1,948,603**

* $8,802 refunded by SBOE in FY 2009-10.

ATTACHMENT 2
PAGE 1 OF 1



ATTACHMENT 3
PAGE 1 OF 1

MINUTES

AGENDA ITEM NO. I-1

OXNARD CITY COUNCIL
Regular Meeting
April 9, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:31 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Community Development Commission Successor Agency. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and James Cameron, Chief Financial Officer.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:33 p.m., the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(a), to confer with its attorneys. The title and case number of the litigation being discussed is SOCM I, LLC, et al. v. City of Oxnard, et al., Ventura County Superior Court Case No. 56-2012-00427637-CU-WM-VTA.

The City Council and Successor Agency also recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(a), to confer with its attorneys. The title and case number of the litigation being discussed is Dennis Brown, et al. v. City of Oxnard, et al. Ventura County Superior Court Case No. 56-2010-00419885-CU-WM-VTA

At 7:02 p.m., the Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 7:06 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States by Verne Arnold, Channel Islands Clippers Barbershop Quartet, followed by a moment for silence Broderick Huggins Jr. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; William "Bill" Wilkins, Housing Director; Rob Roshanian, Interim Public Works Director; Matthew Winegar, Development Services Director; Michael Henderson, General Services Manager; Sue Martin, Planning and Environmental Services Manager; Martin Erickson, Special Assistant to the City Manager; Karl Lawson, Compliance Services Manager; Cynthia Daniels, Project Manager; Stephanie Diaz, Contract Planner; Richard Arias, Recreation Coordinator.

E. CEREMONIAL CALENDAR

3. SUBJECT: Presentation of Proclamation Designating April 7-13, 2013 as "Barbershop Harmony Week".
DISCUSSION: The Channel Islands Clippers Barbershop Quartet sang a song and were presented a proclamation from Mayor Flynn.

1. SUBJECT: Presentation of Employee of the First Quarter 2013.
DISCUSSION: Mayor Flynn announced Claudia Valencia as Employee of the Quarter who thanked the Council, City staff and family members. Greg Barnes, Interim Recreation Supervisor commented on the work of Ms. Valencia and her good attitude with clients/staff.

2. SUBJECT: Presentation of Commendation to Lynn Hutton for 12 Years of Outstanding Service to the City of Oxnard.
DISCUSSION: Mayor Flynn presented a commendation to Lynn Hutton who thanked the Council and staff for her experiences at the City.

4. SUBJECT: Presentation of Proclamation Designating April, 2013 as "Sexual Assault Awareness Month".
DISCUSSION: Janine Ivey and Rachel Park, Crisis Response Intervention Co-Coordinator Coalition for Family Harmony, commented on the need for community awareness and services provided.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Jim Lavery; Gloria Roman; William "Bill" Terry; Martin Jones; Steve Nash; and Ramon Ortiz.

Q. APPOINTMENT ITEMS

1. SUBJECT: Presentation by Judge Manuel J. Covarrubias on the Drug Court Program "Reclaiming Futures".
DISCUSSION: Judge Manuel Covarrubias and Richard Duarte, a former Oxnard Elementary School District Superintendent, outlined the Drug Court Program which is focused on helping young individuals by providing services such as treatment, counseling, and education.
ACTION: Received the report and provided comments.

O. REPORTS

Recreation and Community Services Department

3. SUBJECT: Oxnard Field Reservation Report. (111)
RECOMMENDATION: Hear and consider a report relating to the status of youth soccer within the City of Oxnard.
DISCUSSION: The Recreation Coordinator reviewed the soccer leagues that use City and school facilities; the reservation process; locations where teams practice and play games; coordination with other sports; certification of insurance and coach training; future recreation fields; maintenance of fields; number of teams playing and use of city/school fields.

The following individuals provided comments: Arnulfo Carbajal; Sergio Perez; Jose Castro; Noemy Garcia; Ramon Arceo; Pat Brown; Ramon Armendariz; Eric Rios; David Cruz; Denis O'Leary; Nadia Herrera; and Karina Zamarripa.

Luis Salcedo, CalSouth Soccer Program, outlined the costs and benefits to players under the CalSouth umbrella.

The City Council discussed: use of parks; need for playing fields for all sports; need to have the public involved in the process; public/private partnership; CalSouth Soccer Program and the need to continue monitoring use of City field(s).

ACTION: Received report and provided comments to staff. Ayes: MacDonald, Padilla, Flynn, and Ramirez.

Q. APPOINTMENT ITEMS

2. SUBJECT: Budget Study Session – Discussion of Golf and PACC Funds and other City Funded Organizations. (115)
RECOMMENDATION: Receive information regarding funding of the Golf and the Performing Arts and Convention Center (PACC) enterprise funds as well as other City funded organizations, and provide guidance to staff for the Fiscal Years 2013-14 2014-15 Two-year Budget.
ACTION: Continue to April 23, 2012.

R. STUDY SESSION

Finance Department

1. SUBJECT: Community Facilities District No. 3 (Seabridge) Bonds Refunding. (119)
RECOMMENDATION: Receive a presentation on the potential refunding of bonds associated with Community Facilities District No. 3 (Seabridge).
ACTION: The Council concurred to remove this item from the agenda.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and no written communications were received.

Development Services Department

1. SUBJECT: SB-2 Ordinance Amendment (PZ 10-580-01), Pertaining to Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing. (057)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of **Ordinance No. 2864** amending Chapter 16 of the City of Oxnard Code pertaining to emergency shelters, transitional housing, supportive housing and farmworker housing pursuant to Senate

Bill 2.
DISCUSSION: The Contract Planner commented on: type of shelter uses and requirements; possible locations; zoning for individuals and family shelters; special use permit in commercial zoning; farmworker housing requirements; and implementation of SB-2.

The Assistant City Attorney reviewed the "family" definition by the State and residential use in commercial zones.

The following individuals provided comments: Cassie Sorenson; John Saltee; Mark Smith; Peggy Rivera; Francine Castanon; Sal Gonzalez; Greg Runyon; Barbara Macri-Ortiz; Martin Jones; Eileen Tracy; and Ron Mulvihill (St. Vincent De Paul).

ACTION: Close the public hearing. (MacDonald/Ramirez) Ayes: Padilla, Flynn, Ramirez and MacDonald.

DISCUSSION: The Planning and Environmental Services Manager discussed fees, waiving of fees and that the Council has the authority to waive fees.

The Council discussed: zoning options; the grandfathering properties; incompatibility of adjacent property; zoning uses of properties; and placement of felons.

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

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and no written communications were received.

Housing Department

2. SUBJECT: TEFRA Hearing for Issuance of Multifamily Housing Revenue Bonds for Colonial House Apartments Project, Located at 705, 711, and 747 North Oxnard Boulevard. (081)
RECOMMENDATION: 1) Hold a public hearing regarding the issuance of up to $2,000,000 of multifamily housing revenue bonds by the California Statewide Communities Development Authority to finance the acquisition, construction and development of Colonial House Apartments, a 43-unit multi-family rental housing project located at 705, 711 and 747 North Oxnard Boulevard; and 2) Adopt **Resolution No. 14,312** approving the issuance of bonds.
DISCUSSION: The Compliance Services Manager reviewed the reason to approve bonds for the 43-units housing project.

Public comments received from: Francine Castanon and Martin Jones.

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

O. REPORTS

Housing Department

1. SUBJECT: Consideration of Goals and Objectives for FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan. (087)
RECOMMENDATION: Review and approve staff recommended priorities
ACTION: Continue to April 23, 2013.

Public Works Department

2. SUBJECT: Agreement between the City and the Channel Islands Waterfront Homeowners' Association Concerning Repairs to Seawalls and Waterways. (095)
RECOMMENDATION: Approve and authorize the Mayor to execute an Agreement between the City and the Channels Islands Waterfront Homeowners' Association (A-7581) for the repair of seawalls and waterways for an estimated expenditure of City general funds in an amount not to exceed $500,000.
DISCUSSION: The Interim Public Works Director commented on the need to move forward in replacing seawalls, reviewed needed repairs and the negotiations with Homeowners Association. The City Attorney reviewed the procedures of Proposition 218 to raise maintenance funds.

The Council discussed: use of the General Fund; following Position 218 election process; working with the Homeowner Association; and the need to have future discussions a maintenance agreement.

Public comments received from: Bill Clark, Bill Satrciuo, Harold Ceja and Pat Brown.

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim Public Works Director (I-1); and Project Manager (I-3).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments were received from: Pat Brown.

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
RECOMMENDATION: 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.

2. SUBJECT: Approval of INCF and Neighborhood Council Bylaws; Activation of the RiverPark Neighborhood Council. (005)
RECOMMENDATION: 1) Approve the updated 2013 Inter-Neighborhood Council Forum (INCF) Bylaws; 2) Approve the updated 2013 Neighborhood Council Bylaws; and 3) Certify that the RiverPark neighborhood has completed the action necessary to participate in the Neighborhood Council Program.

Development Services Department

3. SUBJECT: Appropriate Funds for Electric Vehicle Charging Stations. (051)
RECOMMENDATION: Authorize the special budget appropriation recognizing a grant award of $7,000 from the Ventura County Air Pollution Control District (APCD) and appropriate matching funds in the amount of $13,000 from the Air Pollution Buy-Down Fund balance to the project "Electric Vehicle Chargers" for electric vehicle charging stations in public parking areas throughout the City.

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

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 12:17 a.m., the joint meeting Community Development Commission Successor Agency concluded.

P. PUBLIC COMMENTS ON REPORTS

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 12:18 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
April 16, 2013

There was no meeting since the regular meeting was canceled on March 26, 2013.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
April 23, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:33 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Bryan A. MacDonald and Dorina Padilla were present. Mayor Pro Tem Carmen Ramirez was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were from: Lyn Bennet and Rhea Voll.

C. CLOSED SESSION

At 5:41 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54959 and 54956.9(a), to confer with its attorney. The titles and case numbers of the litigation being discussed are City of Oxnard et al. v. Malcolm Pirnie, Inc., et al., Los Angeles Superior Court, Case No. BC469176; State Mining and Geology Board, Financial Assurance Appeal, RiverPark B, LLC. (Operator) El Rio Mining Site and El Rio Plant Site (CA Mine ID # 91-56-0007 and 91-56-0026), City of Oxnard.

At 5:50 p.m., Mayor Pro Tem Ramirez was present

The City Council also recessed to a closed session, pursuant to Government Code section 54959 and 54959 and 54957.6, to give instructions to negotiators, Karen Burnham, Interim City Manager, and Michelle Tellez, Human Resources Director, regarding salaries, salary schedules and compensation paid in the form of fringe benefits for employees represented by the Service Employees International Union (SEIU), Local No. 721 and other matters within the scope of representation.

At 7:04 p.m., the City Council reconvened and recessed to the regular meeting. At 7:05 p.m., the City Attorney announced (after discussion and approval of City Council during closed session) regarding the "State Mining and Geology Board" item based on studies from consultants, the Council would allow the Development Services Director pursuant to City Code 2557 to reduced the bond amount to 5.1 million dollar as studies recommend pending any further or final determination of the board.

D. OPENING CEREMONIES

At 7:05 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Boston Marathon and West, Texas plant explosion victims. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; William "Bill" Wilkins, Housing Director;

Matthew Winegar, Development Services Director; Curtis Cannon, Community Development Commission Successor Director; Michael Henderson, General Services Manager; Sue Martin, Planning and Environmental Services Manager; Michael More, Financial Resources Manager; Rob Silvertien, Code Compliance Officer and Otto Kinny, RiverRidge Golf Course Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating April 25, 2013 as "Arbor Day"
DISCUSSION: The General Services Manager invited the public to celebrate "Arbor Day" at Pleasant Valley Park.

2. SUJBECT: Presentation of Proclamation Designating April as "Parkinson Awareness Month"
DISCUSSION: Aurora Soriano, Assistant State Director Parkinson Action Network, commented on public awareness and risk factors in the community.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Steve Nash; Ed Ellis; Gloria Roman, William "Bill" Terry; Bert Perello; Morey Navarro; Martin Jones; Orlando Dozier; Richard Kristofferson; Jim Lavery; Gail Weller Brown; and Pat Brown.

Q. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Budget Study Session – Discussion of Golf and PACC Funds and other City Funded Organizations. (277)
RECOMMENDATION: Receive information regarding funding of the Golf and the Performing Arts and Convention Center (PACC) enterprise funds as well as other City funded organizations, and provide guidance to staff for the Fiscal Years 2013-14 2014-15 Two-year Budget.
DISCUSSION: The Chief Financial Officer reviewed finances of RiverRidge golf course, PACC, Economic Development Corporation (EDCO) and Oxnard Convention and visitor Bureau (OCVB) and Carnegie Arts Museum. The General Services Manager and RiverRidge Golf Course Manager commented on finances of golf course and comparison of costs to other local golf courses. Steve Kinney, President of the EDCO, described the activities of the EDCO. Janet Sederquist, Executive Director OCVB, commented being the marketing arm to drive TOT in the local community and promoting the community to visitors. Suzanne Bellah, Carnegie Art Museum, commented on the commitment to collect art for the local community including providing an educational program and fundraising activities.

The following individuals provided comments: Pat Brown; Otto Kinney; Steve Buenger; Jim Lavery; Bert Perello; Eileen Tracy; William "Bill" Terry; and Orlando Dozier.

The City Council discussed the various recreational facilities and services provided to the pubic including parks, golf course, performing arts center; EDCO; OCVB; and the Carnegie Arts Museum.

ACTION: Provided comments to staff.

K. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and no written communications were received.

Development Services Department

1. SUBJECT: Appeal of the Planning Commission's recommendation for denial of Planning & Zoning Permit No. 11-570-02 (Zone Change) to change the zone designation to General Commercial Planned Development (C-2-PD). Located at 1001 and 1051 East Channel Islands Blvd. Filed by designated agent Brian Corbell on behalf of property owner Channel Islands Inn L.P., 225 Arizona Venue, Suite 300, Santa Monica, CA 90401. (117)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of **Ordinance No. 2866** approving a Zone Change (Planning & Zoning Permit No. 11-570-02) from Commercial & Light Manufacturing Planned Development (C-M-PD) to General Commercial Planned Development (C-2-PD) for the properties located at 1001 and 1051 East Channel Islands Boulevard.
DISCUSSION: The Planning and Environmental Services Manager reviewed the proposed zone change, community comments and future options of the property owner.

Public comments received from: William "Bill" Terry

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

L. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and no written communications were received.

Development Services Department

1. SUBJECT: Revision of Existing Fees and Adoption of New Fees Related to Development and Construction Permits and Services, Geographic Information Systems, and Library Services. (189)
RECOMMENDATION: 1) Resume a public hearing to receive public testimony regarding proposed new fees and revision to existing fees related to Development and Construction permits and services, Geographic Information Systems, and Library services; and 2) Adopt **Resolution No. 14,314** revising existing fees and adopting new fees related to Development and Construction permits and services, Geographic Information Systems, and Library services.
DISCUSSION: The Development Services Director reviewed the proposed revision fees and commented on the schedule of implementation.

Comments were received from; Steve Nash and Nancy Lindholm.

Councilmembers discussed the type of fees been revised.

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

2. SUBJECT: Certification of East Village Phase III Annexation Final EIR No. 11-01; Approval of PZ 11-610-01 (Annexation) and PZ 11-560-01 (Prezoning) for 107-acre Parcel Located at 1853 Camino del Sol (APN 214-0-020-595). Filed by Maulhardt RF-JW Trust et al c/o Richard Maulhardt, Jr.
RECOMMENDATION: Continue to May 7, 2013.
ACTION: Approved as recommended (MacDonald/Flynn) unanimously.

Q. APPOINTMENT ITEMS

2. SUBJECT: Community Facilities District No. 3 (Seabridge) Bond Refunding. (281)
RECOMMENDATION: Receive a presentation on the potential refunding of bonds associated with Community Facilities District No. 3 (Seabridge).
DISCUSSION: The Chief Financial Officer and Financial Resources Manager reviewed schedule to issue bonds and underwriter information.

Comments were received by: Bert Perello.

ACTION: Received report and provided comments.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from the Development Services Director (I-6); and Code Compliance (I-7).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Bert Perello (I-7).

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: First Amendment to Attorney Services Agreement with Hunt, Ortmann, Palffy, Nieves, Lubka, Darling & Mah, Inc., for Litigation against Malcolm Pirnie, Inc., Los Angeles Superior Court Case No. B469176. (001)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a First Amendment to Attorney Services Agreement with Hunt, Ortmann, Palffy, Nieves, Lubka, Darling & Mah, Inc., ("Hunt Ortmann") (A-7389) in a sum not to exceed $275,000, for legal fees in litigation against Malcolm Pirnie, Inc., ("Malcolm Pirnie") for a total agreement amount not to exceed $725,000; and 2) Approve a Special Budget Appropriation (SBA) in the amount of $275,000 from Wastewater Fund Balance.

City Clerk Department

2. SUBJECT: Minutes of Regular Meeting of the Oxnard City Council for March 5, 19, and 26, 2013. (023)
RECOMMENDATION: Approve.

City Manager Department

3. SUBJECT: Agreements for City Council Review. (037)
RECOMMENDATION: 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.

Development Services Department

4. SUBJECT: Second Reading of **Ordinance No. 2864**, Amending Chapter 16 (Zoning) of the City Code to Address Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing Pursuant to Senate Bill No. 2. (041)
RECOMMENDATION: Second reading and adoption.

5. SUBJECT: Request for Annexation to and Consent for Parcel Charge or Standby Charge from Calleguas Municipal Water District (Calleguas) and Metropolitan Water District of Southern California (MWD). (049)
RECOMMENDATION: Adopt **Resolution No. 13,313** authorizing the Mayor to execute a landowner's request to annex to Calleguas and MWD, and consent for a parcel charge or standby charge for future water use for city-owned property not dedicated as public streets at Ventura Boulevard east of Santa Clara Avenue, Auto Center Drive west of Santa Clara Avenue, and Santa Clara Avenue north of Auto Center Drive..

6. SUBJECT: Agreement with the County of Ventura for Technical Surveyor Review Services. (079)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement for the County of Ventura (A-7585) to provide technical review of tentative maps, final maps, parcel maps, lot line adjustments, parcel map waivers, and certificates of compliance along with review and/or preparation of legal descriptions and similar surveying review services.

Police Department

7. SUBJECT: Ordinance to Amend Vending Provisions of Oxnard City Code Relating to Vending Near Schools and Day-Care Centers. (087)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of **Ordinance No. 2865** revising Section 8-47(A)(5) of the Oxnard City Code related to the placement of time and place restrictions on vending from vehicles, wagons and pushcarts near schools and day-care centers.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending March 31, 2013 (Fiscal Year 2012-13). (101)
RECOMMENDATION: Receive Report.
ACTION: Received and filed.

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
DISCUSSION: The Community Development Commission Successor Director commented on disputed items rejected by the State. The Chief Financial Officer reviewed administrative costs. The City Clerk stated that audio was not copied at the March 21, 2013 Oversight Board meeting due to technical difficulties.

Public comments were received from: Bert Perello.

The Council commented on taping of Oversight Board meeting and that the Mayor Flynn as an Oversight Board member should express concern to the Oversight Board regarding the copying process.

ACTION: The City Council received the report and provided comments to staff.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 10:55 p.m. the concurrent meetings with the Community Development Commission Successor Agency concluded.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: City Manager Recruitment Status.
RECOMMENDATION: Discuss recruitment of City Manager
DISCUSSION: The City Council commented on the selection process of the City Manager including selection of a recruitment firm, job description, total compensation and community input.

Comments were received from: Steve Nash; William "Bill" Terry; Ralph James; Pat Brown; Bert Perello; and Eileen Tracy.

ACTION: The City Council received the report and provided comments.

2. SUBJECT: City Council Meeting Start and End Time.
RECOMMENDATION: Discuss possible change in the start time of City Council meetings, including closed session items, possible re-ordering of agenda and timeframe for discussion of new items and conclusion of meeting.
DISCUSSION: The Council discussed the meeting schedule and possibility of changing starting time of regular meetings.

The City Attorney reviewed the process to make changes and more direction from Council.

Public comments received from: Bert Perello.

ACTION: Provided comments to staff. .

R. STUDY SESSION

City Manager Department

1. SUBJECT: Future City Park Development.
RECOMMENDATION: Receive a verbal report and provide direction to staff regarding future park development.
ACTION: Continue to future date.

O. REPORTS

Housing Department

1. SUBJECT: Consideration of Goals and Objectives for FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan. (269)
RECOMMENDATION: Review and approve staff recommended priorities.
DISCUSSION: The Housing Director reviewed decrease of funding and asked for direction regarding funding.

The City Council discussed possible funding activities and having a fair process.

Public comments received from: Eileen Tracy.

ACTION: Provided comments to staff.

P. PUBLIC COMMENTS ON REPORTS

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 12:21 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL
Special Meeting
April 2, 2013

A. ROLL CALL/POSTING OF AGENDA

At 3:09 p.m., the special meeting of the Oxnard City Council convened at the Oxnard Advanced Water Purification Facility, 5700 South Perkins Road, Oxnard. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; Martin Erickson, Special Assistant to the City Manager; and William Cordeiro, moderator (Martin V. Smith School of Business and Economics CSUCI). William Wood, New West Symphony, played a pair of short pieces on a bassoon.

B. PUBLIC COMMENTS

The following individuals provided comments: William "Bill" Terry; Jean Joneson; Margaret Cortese; Eileen Tracy; Justin Glenn; Martin Jones; Theadora Davill-Cornyn; Donald Thibeault; Lucy Cartagena; Armando Vasquez; Paul Feliv; Vince Behrens; Julia Chambers; Michael Stubblefield; Miguel Espinosa; Kevin Turner; and Fristin Decas.

C. STUDY SESSION

The moderator welcomed the public and introduced the Councilmembers to the Strategic Planning Workshop reviewing goals and objections to identify three key City issues. Councilmembers discussed their community priorities which included community safety, jobs, maintenance of roads, afterschool educational programs and community recreational programs. The moderator had the Councilmembers review the community's "strengths, weaknesses, opportunities and threats"; (strengths) diverse community, young community population, hardworking employees, forward thinking (Recycling Water Facility), community involvement, location of city, weather, having strong cultural/arts activities; (weaknesses) community unemployment rate, maintenance of roads and infrastructure, traffic issues; (opportunities) development of Regional Airport, support of schools/colleges/universities, develop recycling facilities, increase public works projects, and invest in staff development; and (threats) public perception of City.

RECESS

At 5:42 p.m., the City Council concurred to recess and at 5:50 p.m., the City Council reconvened.

The City Council discussed their top priorities: community safety (youth programs, prevention approach, and neighborhood council); supporting local jobs (being flexible, businesses/ neighborhood environment, permitting process, fees and Ormond beach opportunities) and fixed/human resources (local beaches, Channel Islands development of parks, local artists, training of municipal staffing, and local educational opportunities).

ACTION: Provided comments to staff.

D. ADJOURNMENT

At 6:50 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor

MINUTES

OXNARD CITY COUNCIL
Special Meeting
April 30, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:02 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and Martin Erickson, Special Assistant to the City Manager.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. PUBLIC COMMENT

Public comments were received from: Martin Jones; William "Bill" Terry; Pat Brown; Woodrow Thomas; Rebecca Ralph; and Larry Stein.

D. CITY COUNCIL BUSINESS

SUBJECT: Discussion of priorities identified in the April 2, 2013, Strategic Planning Session as they relate to the budget process, including allocation of funds to benefit the entire City, community safety, job support, and efficient use of human and physical assets; identification of Councilmember priorities; requests for information from staff to assist in formation of budget.
RECOMMENDATION: Engage in discussion of priorities, requests as they relate to budget formation, and provide direction to staff.
DISCUSSION: The City Council discussed community issues including: priorities of road maintenance; infrastructure maintenance; measureable outcomes; animal control issues; investing in future community improvement; graffiti program costs; staffing levels; Halaco site clean-up; responsibilities of residents; training of staff; comparison of services by other cities; public works projects; best practices; compete with other entities; focusing on grant writing; Measure "O" spending; partnerships with other public entities; Successor Agency costs; cultural/recreational activities; educational leadership; lifeguard beach program; proactive community programs; measuring effectiveness of programs; parenting class programs; Ormond Beach; levee issues; internship programs; jobs creation (State requirements and functions of EDCO); business loan program; partnership with neighborhood programs, and working with school districts/Ventura County. Mayor Flynn also provided "enterprise zone" information.

The City Attorney commented on structure of the agenda, action that could be taken during this special meeting and actions that could take place during the budget progress.

ACTION: Provided comments to staff.

E. ADJOURNMENT

At 9:02 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 5/21/2013

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 Manager ______ Agenda Item No. I-2

Reviewed By: City Manager MMH City Attorney ______ Finance ______ Other *(Specify)* ______

DATE: May 15, 2013

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 05/21/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	**Amendment**	**Housing - Public Housing** Karl Lawson 385-8095	**Housing Rights Center (HRC)** Agreement No. A-7366 Amendment 2	**Fair Housing Counseling and Education Services** Renew fair housing services contract with HRC for another 12 months. HRC is a non-profit fair housing services agency that provides fair housing case investigation and complaint intake and processing for the City of Oxnard. The HRC also provides HUD required fair housing training seminars to City and Oxnard Housing Authority staff and free housing seminars to landlords and tenants every year. Vendor was originally selected through an RFP process. **Total Contract Amount: $101,084** **FundingSource: CDBG**	**$28,992**
B	**Purchase Order**	**Parks & Facilities** Gene Gonzales 385-8099	**Artesia Sawdust Products** Purchase Order No. 1152	**Engineered Wood Fiber for Parks Playgrounds** 3270 cubic yards of playground chips including delivery, fuel surcharge, and installation via blower truck. The engineered wood fiber chips will be used for walking paths and under and around the play areas at various park locations. Three bids were received and the purchase was awarded to the lowest bidder. **Total Contract Amount: $99,974** **FundingSource: Park Fees - Quimby Reserve**	**$99,974**
C	**Task Order**	**Public Works** Lou Balderrama 340-5358	**TranSystems Corporation** Agreement No. A-7385 Task Order 1	**On-Call As-Needed Marine Engineering - Environmental Permitting** Environmental Permitting for the following repair projects: Mandalay Seawalls - Kingsbridge Way Wall Stabilization and Mandalay Seawalls 2012 Foundation Repairs. In February, 2010 the City solicited for professional marine engineering services through a competitive RFP process. City staff worked with the homeowners association in selecting Transystems as the most qualified vendor. **Total Contract Amount: $525,000** **FundingSource: Waterways Assessment District Funds**	**$25,850**
D	**Task Order**	**Public Works** Lou Balderama 340-5358	**TranSystems Corporation** Agreement No. A-7385 Task Order 2	**On-Call As-Needed Marine Engineering - Seawalls Foundation Repairs** Mandalay Seawalls 2012 Foundation Repairs. Task Order is for TransSystems to develop the technical specifications for the foundation repairs. This task order will affect up to 25 properties on various streets. In February, 2010 the City solicited for professional marine engineering services through a competitive RFP process. City staff worked with the homeowners association in selecting Transystems as the most qualified vendor. **Total Contract Amount: $525,000** **FundingSource: Waterways Assessment District Funds**	**$25,850**

ATTACHMENT #1
PAGE 1 OF 2

City Manager Contract List for 05/21/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	**Task Order**	**Public Works**	**TranSystems Corporation**	**On-Call As-Needed Marine Engineering - Wall Stabilization**	**$78,900**
		Lou Balderama	Agreement No. A-7385	Mandalay Seawalls - Kingsbridge Way Wall Stabilization. Task Order is for TransSystems to develop the technical specifications for the wall stabilization. This task order will affect 13 properties on Kingsbridge Way. In February, 2010 the City solicited for professional marine engineering services through a competitive process. City staff worked with the homeowners association in selecting Transystems as the most qualified vendor.	
		340-5358	Task Order 3	**Total Contract Amount: $525,000**	
				FundingSource: Waterways Assessment District Funds	

ATTACHMENT #1
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 05 / 21 / 13

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

Prepared By: Michael Henderson ______ Agenda Item No. I-3

Reviewed By: City Manager ______ City Attorney ______ Finance ______ Other

DATE: April 17, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Office

SUBJECT: **Fifth Amendment to Agreement No. 4734-09-CM –On-Call Landscape Architect Services**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Fifth Amendment to Agreement No. 4734-09-CM for On-Call Landscape Architect Services provided by Jordan, Gilbert & Bain Landscape Architects, Inc. extending the expiration date to June 30, 2014 and adding the sum of $100,000, for a total agreement amount of $620,000.

DISCUSSION

It was determined that many small projects within the City required the services of a licensed landscape architect to allow a set of plans be approved through the City's plan check process. In 2009 the City General Services Division issued an RFP to select an on-call landscape architect service for the City. The City received and reviewed nineteen firms and Jordan, Gilbert Bain Landscape Architects, Inc. was selected. A multi-year agreement with options to renew and a not to exceed first term amount of $220,000 was issued to them in February, 2009. The first amendment was issued to revise the original agreement expiration date from June 30, 2010 to June 30, 2011. The second amendment was issued to revise the not to exceed amount from $220,000 to $320,000. The third amendment was issued to revise the expiration date from June 30, 2011 to June 30, 2012 and to revise the not to exceed amount from $320,000 to $420,000. The fourth amendment was issued to revise the expiration date from June 30, 2012 to June 30, 2013 and to revise the not to exceed amount from $420,000 to $520,000. This fifth amendment is being issued to exercise the final option to renew and revise the expiration date from June 30, 2013 to June 30, 2014 and to revise the not to exceed amount from $520,000 to $620,000.

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.

Attachment #1 - Fifth Amendment
#2 – Fourth Amendment
#3 - Third Amendment
#4- Second Amendment
#5- First Amendment
#6 – Original Agreement

Agreement No. 4734-09-CM

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on February 11, 2009, by City and Consultant. The Agreement previously has been amended on June 30, 2010, by a First Amendment and on November 3, 2010, by a Second Amendment and on June 30, 2011, by a Third Amendment and on June 30, 2012, by a Fourth Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on June 30, 2013' is deleted and replaced with 'will expire on June 30, 2014'.

2. In Section 14 of the Agreement, the amount not to exceed "$520,000.00" is deleted and replaced with "$620,000.00."

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

CITY OF OXNARD	CONSULTANT/CONTRACTOR
____________________	____________________
Tim Flynn, Mayor	Paul Jordan Jordan, Gilbert & Bain Landscape Architects
ATTEST:	
____________________	
Daniel Martinez, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
____________________	____________________
Alan Holmberg, City Attorney	James Cameron, Risk Manager
APPROVED AS TO CONTENT:	APPROVED AS TO AMOUNT:
____________________	____________________
Michael Henderson, Superintendent CM General Services	Karen R. Burnham Interim City Manager

ATTACHMENT 1
EXHIBIT ____
PAGE 1 OF 1

Agreement No. 4734-09-CM

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on February 11, 2009, by City and Consultant. The Agreement previously has been amended on June 30, 2010, by a First Amendment and on November 3, 2010, by a Second Amendment and on June 30, 2011 by a Third Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on June 30, 2012' is deleted and replaced with 'will expire on June 30, 2013'.

2. In Section 14 of the Agreement, the amount not to exceed "$420,000.00" is deleted and replaced with "$520,000.00."

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

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

CONSULTANT/CONTRACTOR

Paul Jordan
Jordan, Gilbert & Bain Landscape Architects

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Michael Henderson, Superintendent
General Services

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

APPROVED AS TO AMOUNT:

Karen R. Burnham
Interim City Manager

ATTACHMENT 2
EXHIBIT
PAGE 1 OF 1

Agreement No. 4734-09-CM

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This Third Amendment amends the Agreement entered into on February 11, 2009, by City and Consultant. The Agreement previously has been amended on June 30, 2010, by a First Amendment and on November 3, 2010, by a Second Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the term 'will expire on June 30, 2011' is deleted and replaced with 'will expire on June 30, 2012'.

2. In Section 14 of the Agreement, the amount not to exceed "$320,000.00" is deleted and replaced with "$420,000.00."

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

CITY OF OXNARD

Mayor Pro Tem, for

Dr. Thomas E. Holden, Mayor

CONSULTANT/CONTRACTOR

Paul Jordan
Jordan, Gilbert & Bain Landscape Architects

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Michael Henderson, Superintendent
General Services

APPROVED AS TO AMOUNT:

Karen R Burnham for
Edmund F. Sotelo, City Manager

COUNCIL APPROVAL
DATE: 6/14/11 AGENDA # I-12
ATTACHMENT 3
EXHIBIT
PAGE 1 OF 1

Agreement No. 4734-09-CM

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 3rd day of November, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on February 11, 2009, by City and Consultant. The Agreement previously has been amended on June 30, 2010, by a First Amendment.

City and Consultant agree as follows:

1. In Section 14 of the Agreement, the amount not to exceed "$220,000.00" is deleted and replaced with "$320,000.00."

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

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

CONSULTANT/CONTRACTOR

Paul Jordan
Jordan, Gilbert & Bain Landscape Architects

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Michael Henderson, Superintendent
General Services

COUNCIL APPROVAL
DATE: 11/16/10 AGENDA # I-2
ATTACHMENT 4
EXHIBIT
PAGE 1 OF 1

Agreement No. 4734-09-CM

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") to the Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on 11th day of February, 2009, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2010" is deleted and replaced with "June 30, 2011."

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

CITY OF OXNARD

James Cameron, Purchasing Agent

CONSULTANT/CONTRACTOR

Paul Jordan
Jordan, Gilbert & Bain Landscape Architects

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Ralph Alamillo, Project Manager

Michael Henderson, Superintendent / Purchasing Agent, General Services

APPROVED AS TO AMOUNT

Edmund F. Sotelo, City Manager

ATTACHMENT 5
EXHIBIT
PAGE 1 OF 1

Agreement No. 4734-09-CM

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of February, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Jordan, Gilbert & Bain Landscape Architects, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as Landscape Architectural and other supplemental professional design work as set forth in Exhibits A & B.

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 for General On-Call Landscape Design, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are 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, including the use of Subconsultants as per Exhibit B.

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 the City Manager or designated Department Director ("Manager") and shall be performed under the general direction of the City Manager or Manager.

ATTACHMENT 6
EXHIBIT ____
PAGE 1 OF 25

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 Paul Jordan 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 have an initial term beginning on February 17, 2009, and will expire on June 30, 2010. The City may exercise an option to extend the Agreement for three (3) additional one-year terms for this landscape architect on-call service with a final expiration date of June 30, 2014. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

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 initial period of the agreement in an amount not to exceed $ 220,000 for services provided under this Agreement at rates provided in Fee Schedule -Exhibit C 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:

Jordan, Gilbert & Bain Landscape Architects, Inc.
3350 Loma Vista Road
Ventura, CA 93003
Attention: Paul Jordan

b. Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard, General Services
1060 Pacific Ave., Bldg. 3
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 to in writing by both Manager 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	CONSULTANT
Bruce E. Dandy for	
James Cameron, Purchasing Agent	Paul Jordan Jordan, Gilbert & Bain Landscape Architects
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
	L. Bennett for
Alan Holmberg, Acting City Attorney	James Cameron, Risk Manager
APPROVED AS TO CONTENT:	APPROVED AS TO AMOUNT:
Ralph Alamillo, Project Manager	Edmund F. Sotelo, City Manager

ATTACHMENT 6
EXHIBIT
PAGE 9 OF 25

EXHIBIT A

1. SCOPE OF SERVICES

The following is a generalized outline of Scope of Work for Landscape Architectural Services. When a specific project is identified, a more specific Scope of Work will be developed. JGB may be called upon to retain other professional design consultants for supplementary work such as architects and / or engineers.

A. INTITAL SCOPE MEETING
Meet with General Services Department to discuss the project areas, budget, design goals and timing.

B. PRELIMINARY ON-SITE REVIEW
A preliminary site analysis, to review the following conditions:

1. Edge Conditions – Review landscape conditions that exist on the perimeter of the site that will influence design decisions.

2. On-Site Conditions – Review existing hardscape conditions, overall drainage and site lighting.

3. Landscape – Review existing trees and shrubs that may impact the work.

4. Irrigation System - Review the general condition of the existing irrigation system.

5. Play Equipment – Review existing Play Equipment as to current playground safety and accessibility standards.

6. If requested, review condition of existing structure that might be included in the Scope of Work, restroom buildings, facility structures.

C. DEVELOP BASE SHEET

Develop a Base Sheet in AutoCAD format utilizing existing as-built information, if available, along with any survey information and/or field information.

D. CONCEPTUAL DESIGN

1. Prepare Conceptual Design showing general landscape layout with any other defined elements that are pertinent to work, such as hardscape, lighting and drainage.

2. Prepare a Preliminary Cost Estimate itemizing the proposed construction cost of the Work.

3. Meeting with the General Service Department review design and budget.

4. Meeting with the General Services Department to review Conceptual Design and Cost Estimate.

E. DESIGN DEVELOPMENT PHASE

1. Prepare a more detailed design drawing based upon review comments from the Conceptual Design meeting. Drawing would include planting plans, irrigation plans, hardscape plans, and details and outline specifications.

2. Prepare estimate of probable construction cost based on Design Development Phase.

3. Meetings with General Services Department to review progress.

F. CONSTRUCTION DOCUMENT

1. Prepare final Construction Documents for the work that may include:

   a. Hardscape Plans showing any construction items such as walks, walls, light fixtures, play equipment layout.
   b. Preparation of final planting plan illustrating size, species, and location of plant material for landscape areas.
   c. Preparation of final irrigation plans for all landscaped areas showing heads, valves, controllers, and all pipe sizes.
   d. Preparation of details and specifications covering planting, irrigation and hardscape portions of the landscape work.

2. Prepare final construction cost estimate for the work based on Construction Drawing Phase.

5. Meeting with the General Services Department to review Construction Documents. Construction Documents will be submitted at 50% completion, 95% completion and 100% completion.

G. BIDDING PHASE

JGB will assist the General Services Department in pre-bid site walks, preparing written responses to questions, preparation of addendums and other items that arise during the bidding process.

H. ON-SITE FIELD REVIEW

a. Site Observation - the Landscape Architect shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Landscape Contractor's work and to determine if the work is proceeding in general accordance with the Landscape Contract Documents.

b. The following site visits are recommended:

- Job start meeting.
- Periodic visits during the construction phase.
- Irrigation system prior to backfilling, coverage test, and final adjustments.
- Review plant material at site prior to installation; pre-maintenance and final maintenance inspection.

ATTACHMENT 6
EXHIBIT A
PAGE 12 OF 25

EXHIBIT B

1. SUB-CONSULTANTS

Sub-consultants may be used to perform tasks that are usually not within the Scope of Landscape Architectural Services.

These tasks will be supplemented to the Landscape Architect's project such as, but not limited to, Structural Engineering, Electrical Engineering, Civil Engineering, and Architects. The following list of Sub-Consultants may be utilized when mutually agreed upon by the Landscape Architect and General Services Department. The Sub-Consultant list shall be approved by the General Services Department prior to the start of the work.

ARCHITECTS

Fountainhead Architects
1144 East Meta Street
Ventura, CA 93001
Contact: Brady Roark
805/641-0815 – phone
805/641-9335 – fax
Email: brorakarch@sbcglobal.net

Neal K. Subic & Associates, Inc.
2353 East Main Street
Ventura, CA 93003
Contact: Neal Subic
805/644-7340 - phone
Email: neal@nksubic.com

Coastal Architects
505 'A' Street, 2nd Floor
Oxnard, CA 93030
Contact: Mike Sanchez
805/985-7654 – phone
805/201-3023 – fax
Email: mike@coastalarch.com

CIVIL ENGINNERS

Jensen Design & Survey
1672 Donlon Avenue
Ventura, CA 93003
Contact: Don Jensen
805/654-6977 – phone
805/654-6979 – fax
Email: dj@jdscivil.com

RBF Consulting
5051 Verdugo Way, Suite 300
Camarillo, CA 93012
Contact: John Kaufman
805/383-3373 - phone
805/383-3371 - fax
Email: jk@rbf.com

Penfield & Smith Engineers
1327 Del Norte Road, Suite 200
Camarillo, CA 93010
Contact: Glenn Pace
805/981-0706 – phone
805/981-0251 – fax
Email: ghp@penfieldsmith.com

Ramseyer & Associates
1881 Knoll Drive
Ventura, CA 93003
Contact: Randy Toedter
805/654-1088 - phone
805/654-8013 - fax
Email: rtoedter@mainc.net

ELECTRICAL ENGINEERS
LDB Lighting, Inc.
15 Studebaker
Irvine, CA 92618
Contact: Don DiDomizio
949/770-0909 – phone
949-770-0910 – fax
Email: Don@ldbinc.com

Lucci & Associates
3251 Corte Malpaso, Suite 511
Camarillo, CA 93012
Contact: Ken Lucci
805/389-6520 – phone
805/389-6519 – fax
Email: ken@lucciland.com

STRUCTURAL ENGINEER
Hauer Engineering
275 South Laurel Street, Suite A
Ventura, CA 93001
Contact: Larry Hauer
805/653-1743 – phone
805/653-1743 – fax
Email: Lrhauer@earthlink.net

JORDAN, GILBERT & BAIN
LANDSCAPE ARCHITECTS
AND
SUB-CONSULTANTS

EXHIBIT C

RATES UNDER AGREEMENT 4734-09-CM

MULTI-YEAR AGREEMENT
2ND TERM EXPIRES 6/30/2012

ATTACHMENT 6
EXHIBIT C
PAGE 15 OF 25

JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.
3350 Loma Vista Road
Ventura, California 93003
805/ 642-3641

FEE SCHEDULE

PERSONNEL CHARGES

Principal Landscape Architect	$120.00/hr
Senior Landscape Architect	$ 95.00/hr.
Project Manager	$ 75.00/hr.
Staff Designer	$ 65.00/hr.
Arborist	$ 55.00/hr.
Certified Arborist	$ 65.00/hr.
Auto Cad Drafting	$ 45.00/hr.
Word Processing and Clerical	$ 35.00/hr.

OTHER DIRECT CHARGES

Subcontracted Services	cost + 15%
Outside Laboratory	cost + 15%
Outside Reproduction	cost + 15%
Travel, subsistence, and expenses	cost

Payments due 30 days from date of invoice.

Tax ID #77-0504489

Effective 01/09

WILLIAM J. GHORMLEY CONSULTING CIVIL ENGINEERS, INC.

NEW FEE SCHEDULE EFFECTIVE 9/1/08

Principal Engineer	$120.00 per hour
Engineer/Designer	110.00 per hour
Project Manager	110.00 per hour
Inspection	110.00 per hour
Professional Representation	150.00 per hour
Clerical	44jx.00 per hour
Engineering/Surveying Assistant	106.00 per hour
Three Man Survey	280.00 per hour
Two Man Survey	220.00 per hour
One Man Survey	132.00 per hour
One Man Robotic Crew	162.00 per hour
Two Man GPS Field Crew	245.00 per hour
One Man GPS Field Crew	187.00 per hour
Three Man GPS Field Crew	305.00 per hour
Licensed Surveyor	136.00 per hour
Principal Surveyor	160.00 per hour
Designer(Computer)	110.00 per hour
Principal Surveyor	160.00 per hour

JENSEN DESIGN & SURVEY, INC

1672 Donlon Street
Ventura, CA 93003
Local 805 654-6977
Fax 805 654-6979

EXHIBIT C

FEE SCHEDULE AND BILLING TERMS

Fee charges are based on the staff level involved at the following rates[1]:

ENGINEERING:	
PRINCIPAL ENGINEER	$ 170.00/hr.
ENGINEERING MANAGER	$ 160.00/hr.
SENIOR CIVIL ENGINEER II	$ 150.00/hr.
SENIOR CIVIL ENGINEER I	$ 135.00/hr.
PROJECT MANAGER	$ 125.00/hr.
CIVIL ENGINEER	$ 115.00/hr.
STAFF ENGINEER/DESIGNER	$ 100.00/hr.
ENGINEERING ASSISTANT IV	$ 90.00/hr.
ENGINEERING ASSISTANT III	$ 85.00/hr.
ENGINEERING ASSISTANT II	$ 80.00/hr.
ENGINEERING ASSISTANT I	$ 75.00/hr.
PLANNING:	
ASSOCIATE	$ 150.00/hr.
PLANNING MANAGER	$ 140.00/hr.
PRINCIPAL PLANNER	$ 125.00/hr.
SENIOR PLANNER	$ 115.00/hr.
SENIOR ENVIRONMENTAL PLANNER	$ 115.00/hr.
PLANNING ASSISTANT II	$ 85.00/hr.
PLANNING ASSISTANT I	$ 75.00/hr.
LANDSCAPE ARCHITECTURE:	
LICENSED LANDSCAPE ARCHITECT	$ 155.00/hr.
ASSISTANT LANDSCAPE ARCHITECT	$ 110.00/hr.
SURVEY:	
FIELD/OFFICE SURVEY MANAGER	$ 140.00/hr.
LICENSED LAND SURVEYOR	$ 140.00/hr.
SURVEY ASSISTANT II	$ 95.00/hr.
SURVEY ASSISTANT I	$ 85.00/hr.
1-MAN SURVEY CREW	$ 110.00/hr.
2-MAN SURVEY CREW	$ 210.00/hr.
3-MAN SURVEY CREW	$ 265.00/hr.
GPS 1-MAN SURVEY CREW	$ 200.00/hr.
GPS 2-MAN SURVEY CREW	$ 235.00/hr.
1-MAN ROBOTIC	$ 160.00/hr.
RESEARCH/OFFICE ASSISTANT	$ 65.00/hr.

1. The hourly rate for work involving actual expenses in court (4-hour minimum), giving depositions or similar expert testimony, will be billed at $250.00 per hour regardless of job classification.

(Revised Jan 27, 2009)

ATTACHMENT 6
EXHIBIT C
PAGE 18 OF 25

Lucci & Associates, Inc.
Consulting Electrical Engineers

BASIC FEE SCHEDULE

-Flat Rate-
Effective date 01/01/09

Lucci & Associates, Inc.
Consulting Electrical Engineers Services

Classification	Hourly Rate
Principal	$160.00
Project Manager	$135.00
Project Engineer	$120.00
Design Engineer	$95.00
Drafter	$80.00
Word/Data Processing	$55.00

3251 Corte Malpaso, #511
Camarillo, CA 93012-8094
Phone (805) 389-6520
Fax (805) 389-6519

Lucci & Associates, Inc.
Consulting Electrical Engineers

BASIC FEE SCHEDULE

-Flat Rate-
Effective date 01/01/09

Lucci & Associates, Inc.
Consulting Electrical Engineers Services

Classification	Rate
Reproducibles	$20.00 per sheet
Bluelines	$1.75 per sheet
Bond	$10.00 per sheet
½ Size Bond	$5.00 per sheet
Mileage	$0.585 per mile

All other expenses are billed at 1.15 times cost to Lucci & Associates.

3251 Corte Malpaso, #511
Camarillo, CA 93012-8094

ATTACHMENT 6
EXHIBIT C
PAGE 20 OF 25

Phone (805) 389-6520
Fax (805) 389-6519

Subic & Associates, Inc
architecture & planning
2353 E. Main Street
Ventura, CA 93003
Ph: (805) 644-7340
Fax: (805) 644-7341

EXHIBIT C

March 10, 2009

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

SUBJECT: Subic & Associates' Standard Fee Schedule

Standard rate schedule:

Architect/Principal	$120.00/hr.
Senior Designer	$105.00/hr.
Project Manager	$95.00/hr.
Drafting/Field work	$65.00/hr.
Administrative/Support	$45.00/hr.

Reimbursables are items such as plots, prints, mileage, consultant fees specifically excluded from this agreement, and possibly city plan check fees.

Invoicing:

1. We will invoice twice a month, on the 15th and the end of each month in which the work was performed.
2. Invoices are considered delinquent if not paid in full within 30 days of the invoice date.
3. In the event the scope of work changes significantly, I will notify you of that change and any additional services and fee estimates that will be required as a result.
4. All outside costs, including without limitation, Consultant fees, plotting, printing, blueprinting, reproductions, deliveries, travel, photographs and developing, etc. will be billed through us at our rate of cost plus 10%.
5. Invoices are sent out on the 15th and the end of each month in which the work was performed. Invoices are considered delinquent if not paid in full within 30 days of the invoice date.
6. If payment has not been received within 60 days from the date of the most aged, unpaid invoice, work will be suspended until payment is current.
7. No compensation shall be withheld due to the suspension or abandonment of a project.

Sincerely,

Neal K. Subic
Architect/President
Neal K. Subic & Assoc., Inc.

ATTACHMENT 6
EXHIBIT C
PAGE 21 OF 25

EXHIBIT A
PENFIELD & SMITH
BILLING RATES EFFECTIVE JANUARY 1, 2009

Engineering

Engineering Technician	$73
Associate Technician	83
Senior Technician	93
Designer	110
Senior Designer	125
Junior Engineer	88
Assistant Engineer	110
Associate Engineer	130
Senior I Engineer	145
Senior II Engineer	160
Principal Engineer	180

Geomatics (Surveying & Mapping)

Survey Technician	$68
Junior Surveyor	85
Assistant Surveyor	105
Associate Surveyor	120
Senior I Surveyor	135
Senior II Surveyor	150
Principal Surveyor	172
One-Man Survey Crew	$155
Prevailing Wage	170
Two-Man Survey Crew	200
Prevailing Wage	230

Planning

Planning Technician	$68
Junior Planner	83
Assistant Planner	100
Associate Planner	115
Senior I Planner	130
Senior II Planner	145
Principal Planner	160

Construction Management

Construction Technician	$88
Assistant Construction Manager	110
Associate Construction Manager	125
Senior I Construction Manager	140
Senior II Construction Manager	155
Principal Construction Manager	180
Construction Inspector	$83
Prevailing Wage	110
Senior Construction Inspector	98
Prevailing Wage	115
Chief Inspector/Owner's Representative	110
Prevailing Wage	120

Geographic Information Systems (GIS)

GIS Technician	$85
GIS Analyst	125
GIS Principal	165
IT Specialist	165

General

Technical/Clerical Support	$65
Environmental Specialist	175
Senior Program Manager	175
Special Consultant	200

(Principal with specialized skills in engineering, geomatics or planning)

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Expert Witness/Deposition Rate = two (2) times regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant	Cost + 15%
Reimbursable Expenses	Cost + 15%

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1st, however, Penfield & Smith reserves the make adjustments at any time.

ATTACHMENT 6
EXHIBIT C
PAGE 22 OF 25

QUALIFICATIONS

Ramseyer and Associates, Inc. is a civil engineering firm whose principals have been practicing in Ventura County since the early 50's and 60's. The sole focus is civil engineering, including surveying, land planning, and related services. Our principals and staff members are registered professional civil engineers, structural engineers, and land surveyors.

Our clients include private land developers and public agencies, generally limited to Ventura County with some work in Santa Barbara, San Luis Obispo, Riverside, San Bernardino, and Los Angeles Counties. We are dedicated to quality, rather than quantity, and consistently provide service on time, within budgets, and cost saving designs beyond the minimum requirements of the client's needs. Our repeat clients are testimony to this dedication. Our new clients are obtained through our reputation, rather than active marketing efforts.

All of our engineers and surveyors are supported by the latest computer hardware and software for accurate results on the following services:

- Civil Engineering
- Planning
- Water and Sewer Systems
- Flood Control and Drainage
- Municipal/Governmental Processing
- Grading
- ALTA Surveys
- Boundary Surveys
- Construction Staking
- Subdivision Maps (Tracts, PM's)
- Topographic Surveys

Rates for Professional Services:

Engineering, Design, Processing, Professional Consultation, Pubic Hearings, Computer Calculations	$132/Hour
Field Surveying	
Two Man Survey Party	$200/Hour

I:doc-off\resumes\qualificationsrevised.doc

EXHIBIT C

RBF CONSULTING

HOURLY RATE SCHEDULE

Effective January 2009 through December 2009

OFFICE PERSONNEL$ / hr.	2009
Senior Principal	250.00
Principal	230.00
Project Director	210.00
Senior Project Manager	198.00
Project Manager	190.00
Structural Engineer	190.00
Technical Manager	177.00
Senior Engineer	160.00
Senior Planner	160.00
Electrical Engineer	153.00
Landscape Architect	149.00
Senior GIS Analyst	146.00
Project Engineer	144.00
Project Planner	144.00
Environmental Specialist	135.00
Design Engineer/Senior Designer/Mapper	132.00
GIS Analyst	119.00
Designer/Planner	114.00
Graphic Artist	97.00
Environmental Analyst/Staff Planner	97.00
Design Technician	95.00
Assistant Engineer/Planner	91.00
Engineering Aid/Planning Aid	73.00
FIELD PERSONNEL	
2-Person Survey Crew	240.00
1-Person Survey Crew	165.00
Licensed Surveyor	175.00
Field Supervisor	170.00
CONSTRUCTION MANAGEMENT PERSONNEL	
Construction Manager	180.00
Resident Engineer/Project Manager	151.00
Senior Construction Inspector	119.00
Construction Inspector	115.00
Field Office Engineer	109.00
Construction Technician	95.00
OTHER SERVICES AND FEES	
Project Coordinator	108.00
Permit Processor	81.00
Clerical/Word Processing	63.00
Vehicle Mileage	0.60/Mile

Note:
Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 15%. A Sub-consultant Management Fee of fifteen-percent (15%) will be added to the direct cost of all sub-consultant services to provide for the cost of administration, sub-consultant consultation and insurance.

ATTACHMENT 6
EXHIBIT C
PAGE 24 OF 25

MISCELLANEOUS SUB-CONSULTANT FEE SCHEDULES

EXHIBIT C

1. Fountainhead Architects – Licensed Architect
   $115 per hour

2. LDB Incorporated (Electrical Engineers)
   - Principal - $150 per hour
   - Professional Engineer - $150 per hour
   - Designer - $115 per hour
   - CADD Draftsman - $95 per hour

3. Hauer Engineering (Licensed Structural Engineer)
   $160 per hour

ATTACHMENT 6
EXHIBIT C
PAGE 25 OF 25

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 5 / 21 / 13

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-4

Reviewed By: City Manager KB City Attorney SMF Finance JA Other (Specify) N/A

DATE: May 8, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Office

SUBJECT: **Agreement Extension with Oxnard Airport Shell and MacValley Oil Company for Cardlock Fuel and Car Wash Service for FY 2013-14**

RECOMMENDATION

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 4447) with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company, for the period from July 1, 2013, to June 30, 2014, in an amount not to exceed $3,000,000, for unleaded gasoline and diesel fuel from vendors' 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 fleet of vehicles and equipment.

Prior to the agreement with Oxnard Airport Shell and MacValley Oil Company which began on December 1, 2012, the City had an agreement with Silvas Oil Company ("Silvas Oil") for the provision of cardlock fuel (fuel from vendors' pumps) and car wash service for the period from July 1, 2012, to February 28, 2013. Silvas Oil cancelled the agreement with the City effective November 5, 2012, due to the City's concerns regarding an underground oil spill at Silvas Oil's fueling station on 1230 East Fifth Street, Oxnard, and the lack of progress on the site's remediation. Left without a fuel provider until a new one could be chosen, Fleet Services staff asked Oxnard Airport Shell and MacValley Oil Company, who had submitted a combined bid under Request for Bids ("RFB") No. FS13-01, if they could provide emergency fuel service to the City during this time. They agreed, and Emergency Purchase Order No. 4259 for Oxnard Airport Shell and No. 4260 for MacValley Oil Company were subsequently issued and approved for the period from November 5, 2012, to December 10, 2012, in an amount not to exceed $240,000 for each vendor.

Due to Silvas Oil's agreement cancellation, Fleet Services staff reviewed the bids submitted under RFB No. FS13-01 and recommended awarding the contract to Oxnard Airport Shell and MacValley Oil Company whose combined bid was ranked second among the three bids received. On November 27, 2012, City Council approved the agreement with Oxnard Airport Shell and MacValley Oil Company through Blanket Purchase Order No. 4275 for the provision of cardlock fuel and car wash service in an amount not to exceed $2,000,000 for the period from December 1, 2012, to June 30, 2013. The contract is administered by Shell under Shell Fleet Card Services. A provision of the blanket purchase order allows for its renewal on a year-to-year basis for a maximum period of five years.

Based on expenditures from July 2012 to March 2013, cardlock fuel amounted to $1,877,748, and car washes amounted to $4,202. Based on these amounts, it is estimated that FY 2012-13 expenditures would amount to $2,503,664 for cardlock fuel and $5,602 for car washes. The additional capacity in the agreement will provide for fluctuations in fuel costs.

FINANCIAL IMPACT

The Fleet Services Division is an internal service fund. Consumption of fuel and car wash service will be allocated to City departments based on actual usage. Based on actual costs, additional capacity will be recommended for the FY 2013-14 budget.

mmoar
Attachment #1 – Blanket P.O. No. 4447 for Shell Fleet Card Services

CITY OF OXNARD CALIFORNIA

BLANKET ORDER

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

PURCHASE ORDER NO.
004447

DATE: 4/30/2013

VENDOR PHONE: (800)377-5150
VENDOR FAX: ( ) -
VENDOR #: 8990
VENDOR ADDRESS: SHELL FLEET CARD SERVICES
P.O. BOX 183019
COLUMBUS, OH 43218-3019

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
06/30/2014			
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			BRUCE E. DANDY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

CHANGE ORDER
CARDLOCK FUEL AND CAR WASH SERVICE FY 2013-14
Effective date: 07/01/2013
Expiration date: 06/30/2014
Not to exceed: 3,000,000.00

CARDLOCK FUEL AND CAR WASH SERVICE FY 2013-14

TOTAL PURCHASE AMOUNT	**$0.00**

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

AUTHORIZED SIGNATURE ____________________
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO AMOUNT:

____
Karen R. Burnham
Interim City Manager

Page 1 of 1

Attachment #1
Page 1 of 2

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 that $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 sill 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.

Attachment #1
Page 2 of 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 05/21/2013

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

Prepared By: Juliette Dang JD ______ Agenda Item No. L-1

Reviewed By: City Manager ______ City Attorney ______ Finance ______ Other *(Specify)*

DATE: May 6, 2013

TO: City Council

FROM: William E. Wilkins, Housing Director
Housing Department

SUBJECT: **Public Hearing to Consider Oxnard's Fiscal Years 2013-2018 Consolidated Plan (Plan) and Fiscal Year 2013-2014 Annual Action Plan (AAP) Component; including Applications to the U.S. Department of Housing and Urban Development (HUD).**

RECOMMENDATION

That City Council:

1. Conduct a Public Hearing to receive comments and provide direction to staff on changes to the Plan, and approve the Plan with recommended use of funds;
2. Authorize the Interim City Manager to make changes to the Plan as directed;
3. Authorize the Interim City Manager to execute the required applications, certifications, and other pertinent documents for submission of the Plan and Annual Action Plan to HUD;
4. Authorize the Interim City Manager to sign any documents or agreements required by HUD for implementation of the Consolidated Plan and Annual Action Plan.

DISCUSSION

In 1994, HUD required entitlement jurisdictions to complete a three to five year plan which consolidated the CDBG, HOME, and ESG formula grant programs into one application and implementation reporting process. For each year of the Plan's existence, the City must also submit an AAP, which is the annual application for these three grants. On May 2012, HUD's Office of Community Planning and Development (CPD) introduced the eCon Planning Suite and required cities to submit electronically the Plan and the AAP using the Consolidated Plan template in the Integrated Disbursement and Information System (IDIS) Online.

The FY 2013-2018 Plan Draft and the FY 2013-2014 AAP Draft (Attachment No. 1) are presented for your review and approval.

Community Involvement

The Plan represents the culmination of a lengthy process that included consultation, collaboration, and involvement of residents and public and private agencies (Attachment No. 2). The Plan is also the result of a well-coordinated effort by an employee team representing various City Departments. Prior to submitting the Plan for City Council's consideration, the City must afford residents the opportunity to review and comment on the priorities and strategies in the Consolidated Plan and the annual uses of the federal funds. An initial public hearing was held on January 8, 2013 to solicit comments from residents, public agencies and other interested parties on housing and community development needs. A second public hearing was scheduled on March 19, 2013 and continued to March 26, 2013 to obtain additional public comments and directions from City Council to establish the community priority needs. Per Council request, a staff report was scheduled for April 9, 2013 and continued to April 23, 2013, to submit a list of priority needs for review, consideration and approval.

The third public hearing, scheduled for May 7, 2013, was advertised in Ventura County Star Newspaper on April 7, 2013 (Attachment No. 3). Additionally, on April 30, 2013, an extension notice of the public comment period on the Draft Plan and AAP was advertised in the Ventura County Star newspaper (Attachment No. 4) and announced that the third public hearing would be continued to May 21, 2013.

Annual Action Plan FY 2013-2014 Funding

While HUD has not yet announced 2013-2014 allocation, the City anticipates receiving $1,856,824 in CDBG funds; $600,541 in HOME funds; and $192,690 in ESG funds, effective July 1, 2013, representing 10% anticipated reduction from FY 2012-2013 allocations. Additionally, the City has reprogramed $470,583 of CDBG funds and $25,000 of HOME funds from previously completed projects. It should also be noted that $50,000 of program income from the HOME program, as well as CDBG program income in the amount of $20,000 will be available for FY 2013-2014. Program income is received and recorded in the HUD Integrated Disbursement and Information System (IDIS), when loans from such activities as housing rehabilitation and first time homebuyer are repaid to the City. Thus, the total amount currently available in CDBG, HOME, and ESG funding for projects and activities for the period from July 1, 2013 to June 30, 2014 is $3,215,638 (Attachment No. 5).

FINANCIAL IMPACT

With the submission of the Plan and subsequent to the approval by HUD, staff anticipates funding in the amount of $2,347,407 for CDBG, $675,541 for HOME and $192,690 for ESG in Fiscal Year 2013-2014. The total funding of $3,215,638 includes allocations of $2,650,055 from HUD for FY 2013-2014, $495,583 reprogrammed from completed projects, and $70,000 in program income.

Attachments 1 – Draft of FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan
2 – Consultations and Citizen Participation of 2013-2018 Plan Development
3 – Certificate of Publication of 3rd Public Hearing
4 – Certificate of Publication of Notice of Extension of 30-day Public Review
5 – Proposed Projects Funding Summary

Attachment #1 is being provided to City Council under a separate cover. Copies are available in the City Clerk's Office and in Library at the Help Desk after 6:00 p.m. on Thursday prior to the City Council meeting.

City of Oxnard

Note: This document will continue to be updated during the consultation and citizen participation process

2013-2018 Consolidated Plan Development
Consultation and Citizen Participation

Meeting	Location	Form of Participation	Date
Affordable Housing Division staff	Housing Department	Admistrative meeting re: Consolidated Plan Preparation	December 14, 2012
Consultation with Homeless Program staff	Housing Department	Admistrative meeting re: Consolidated Plan Preparation	December 17, 2012
1st Public Hearing	Council Chambers	Public Hearing re: Needs Assessment	January 8, 2013
Inter-Neighborhood Council Forum – Executive Board Meeting	Council Chambers	Public Comments re: Consolidated Plan Development and Formulation and Community Survey	January 9, 2013
OHA Staff	Housing Department	Admistrative meeting re: Consolidated Plan Preparation	January 14, 2013
Senior Services Commission meeting	Wilson Senior Center	Public Comments re: Consolidated Plan Development and Formulation and Community Survey	January 15, 2013
Planning Commission meeting	Council Chambers	Public Comments re: Consolidated Plan Development and Formulation and Community Survey	January 17, 2013
Parks and Recreation Commission meeting	Council Chambers	Public Comments re: Consolidated Plan Development and Formulation and Community Survey	January 23, 2013
First 5 of Ventura County Commission meeting	Council Chambers	Public Comments re: Consolidated Plan Development and Formulation and Community Survey	January 24, 2013
Point In Count Time	1500 Colonia Rd./Del Sol	Survey available	January 29, 2013
Inter-Neighborhood Council Forum meeting	Council Chambers	PowerPoint Presentation re: Consolidated Plan & Annual Action Plan preparation and the regulation requirement for the 3 grants	February 6, 2013
Consultation with Homeless Program staff	Housing Department	Admistrative meeting re: Consolidated Plan Preparation	February 11, 2013
Senior Services Commission meeting	Wilson Senior Center	PowerPoint Presentation re: Consolidated Plan & Annual Action Plan preparation and the regulation requirement for the 3 grants	February 12, 2013
Affordable Housing Division staff	Housing Department	Admistrative meeting re: Consolidated Plan Preparation	February 13, 2013
OHA Staff	Housing Department	Admistrative meeting re: Consolidated Plan Preparation	February 14, 2013
City Staff	Oxnard Main Library	PowerPoint Presentation re: Consolidated Plan & Annual Action Plan preparation and the regulation requirement for the 3 grants	February 21, 2013
Community Relations Commission meeting	Council Chambers	PowerPoint presentation re: Consolidated Plan Development/televised	February 25, 2013
Administrative meeting with Social Services agencies	Family Investment Center-1500 Camino del Sol, #21	No show	February 27, 2013
Parks and Recreation Commission meeting	Council Chambers	PowerPoint Presentation re: Consolidated Plan & Annual Action Plan preparation and the regulation requirement for the 3 grants	February 27, 2013
Existing Service Providers & Social Service Agencies	Oxnard Main Library	PowerPoint Presentation re: the Consolidated Plan & Annual Action Plan preparation and the regulation requirement for the 3 grants	March 4, 2012

ATTACHMENT #2
PAGE 1 OF 2

City of Oxnard

Note: This document will continue to be updated during the consultation and citizen participation process

2013-2018 Consolidated Plan Development
Consultation and Citizen Participation

Meeting	Location	Form of Participation	Date
Questionnaire and Answer for Consolidated Plan	E-mailed	Mailed out to Service Providers, Commissioners on Homelessness, Community Housing Development Organizations (CHDOs)	March 7, 2013
Homelessness Commission	HR Activity Room	PowerPoint Presentation re: Consolidated Plan & Annual Action Plan preparation and the regulation requirement for the 3 grants	March 8, 2013 rescheduled to March 18, 2013
Homeless Service Providers	Housing Department	Identify Priority & Set up goals and objectives for Consolidated Plan & Annual Action Plan	March 25, 2013
2nd Public Hearing	Council Chambers	Public Hearing re: Goals and Objectives	March 26, 2013
Affordable Housing, Homeless Service Program & OHA Staff	Housing Department	Admistrative meeting re: Consolidated Plan Draft review	March 28, 2013
Report to City Council	Council Chambers	Public Hearing re: Consideration of Goals and Objectives	April 23, 2013

ATTACHMENT #2
PAGE 2 OF 2

Certificate of Publication

I.O. #1297576

In Matter of Publication of:

Public Notice

State of California)
))§
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

April 07, 2013

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this April 08, 2013; in Camarillo, California, County of Ventura.

M.R.

Maria Rodriguez
(Signature)

CITY OF OXNARD
NOTICE OF 30-DAY PUBLIC REVIEW
DRAFT fy 2013-2018 consolidated plan and FY 2013-2014 Annual Action plan

NOTICE IS HEREBY GIVEN that the City of Oxnard (City) has prepared its Draft Five-Year Consolidated Plan (FY 2013-2018) and One-Year Action Plan (FY 2013-2014). The publication of this notice is the beginning of the 30-day public review period required under Federal Regulation 24 CFR 91.105(b) (2). The public review and written comment period begins on April 8, 2013, and concludes on May 7, 2013.

NOTICE IS HEREBY FURTHER GIVEN that the Five-Year Consolidated Plan and One-Year Action Plan will be presented to the City Council (Council) for approval on the following:

DATE:	May 7, 2013
LOCATION:	City Council Chambers 305 West Third Street Oxnard, California 93030
TIME:	7:00 PM

At this meeting, the Council will receive public comments on the Draft Five-Year Consolidated Plan (Plan) and One-Year Annual Action Plan (AAP) and consider the submission of the Five Year Consolidated Plan and One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD) on or before May 15, 2013.

BACKGROUND

Each year, the city has participated in grant programs sponsored by HUD. HUD programs include the Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), and Emergency Solutions Grant (ESG) Programs. The city anticipates receiving the following amounts for FY 2013-2014 for these programs:

> CDBG $ 1,856,824*
> HOME $ 600,541*
> ESG $ 192,690*

*HUD has not announced the 2013 allocation for the three entitlement grants. The anticipated amounts reflect the 10% reduction from 2012 allocations. The City will make the necessary adjustments after HUD notification of the awards.

SUMMARY OF CONSOLIDATED PLAN

To receive these entitlement grant funds, the City is required to submit to HUD a Plan every three to five years and an AAP. The Plan describes the City's community development priorities and multiyear goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions and available resources. In May 2012, HUD's Office of Community Planning and Development (CPD) introduced the eCon Planning Suite and required the City to submit electronically the Plan and the AAP using the Consolidated Plan template in the Integrated Disbursement and Information System (IDIS) Online. To meet the City's community needs, the Plan is guided by three goals:

> Provide decent housing by preserving and increasing the affordable housing stock, by increasing the supply of supportive housing to people with special needs, by assisting homeless persons and families with shelter and housing services, specially with transitional and permanent housing using the homeless prevention and/or the rapid re-housing activities.

> Provide a suitable living environment through safer and livable neighborhoods, increased housing opportunities and continued improvements (public facilities and public improvements) in low- and moderate-income areas neighborhoods.

> Provide economic opportunities through homeownership opportunities, more training for jobs paying the City's living wages, and the empowerment of low and moderate-income persons to achieve self-sufficiency.

As part of the Plan development process, federal regulations 24CFR 91.100, 91.105, and 91.200(b) include the requirement that the City consult with community service providers, other jurisdictions, and other entities with an interest in or knowledge of the City's housing and non-housing community development needs and issues.

ONE-YEAR ACTION PLAN

For the fiscal year beginning July 1, 2013, and ending June 30, 2014, the city proposes the utilization of grant funds to implement the programs and activities as follows:

COMMUNITY DEVELOPMENT BLOCK GRANT

Fiscal Year 2013-2014 Estimated Award	$1,856,824
Estimated Program Income	$20,000
Reprogrammed From Completed Projects	$420,583
Total CDBG funding Available:	$2,297,407

PROPOSED CDBG PROJECTS

Administrative Activities (20%)	$375,365
Public Service Projects (15%)	$278,525
Capital Improvement Projects	$1,643,517
TOTAL PROPOSED CDBG ACTIVITIES/PROJECTS:	$2,297,407

HOME INVESTMENT PARTNERSHIPS ACT

• Fiscal Year 2013-2014 Estimated Award	$600,541
• Estimated Program Income	$50,000
Total HOME funding Available:	$650,541

PROPOSED HOME ACTIVITIES

Program Administration (10%)	$60,054
CHDO** Set Aside (Minimum 15%)	$115,100
Projects/Programs	$475,387
TOTAL PROPOSED HOME ACTIVITIES/PROJECTS:	$650,541

** CHDO means Community Housing Development Organization

EMERGENCY SOLUTIONS GRANT

• Fiscal Year 2013-2014 Estimated Award	$192,690
Total ESG funding Available:	$192,690

PROPOSED ESG ACTIVITIES

Program Administration (7.5%)		$14,452
HMIS		$15,000
HP and RR***	(40%)	$77,076
Shelter		$86,162
TOTAL PROPOSED ESG ACTIVITIES/PROJECTS:		$192,690

***HP means Homeless Prevention
***RR means Rapid Re-Housing

PUBLIC COMMENTS

Copies of the draft of this document will be available for public review at the following locations:

City of Oxnard Main Library
251 South "A" Street

City of Oxnard City Clerk's Office
305 West Third Street, First Floor

City of Oxnard Housing Department
345 South "C" Street

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Julietta Dang, Grants Coordinator, at (805) 385-7493. Written comments may be addressed to the following:

City of Oxnard
Housing Department
Grants Management Division
435 South D Street
Oxnard, CA 93030
(805) 385-7493

CITY OF OXNARD CALIFORNIA

Attachment 3

Page 1 of 1

Certificate of Publication

Ad #328892

In Matter of Publication of:

Public Notice

State of California)
))§
County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

April 30, 2013

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this April 30, 2013; in Camarillo, California, County of Ventura.

M.R.

Maria Rodriguez
(Signature)

CITY OF OXNARD
NOTICE OF EXTENSION OF 30-DAY PUBLIC REVIEW DRAFT FY 2013-2018 CONSOLIDATED PLAN AND FY 2013-2014 ANNUAL ACTION PLAN

NOTICE IS HEREBY GIVEN that the City of Oxnard has extended the public comment period on the Draft of the FY2013-2018 Consolidated Plan (Plan) and FY2013-2014 Annual Action Plan (AAP). The purpose of the extension is to comply with the 30 day comment period. The public review and comment period is from **April 17, 2013, to May 20, 2013.**

NOTICE IS HEREBY FURTHER GIVEN that the public hearing currently scheduled for May 7, 2013, on which the Five-Year Consolidated Plan and One-Year Action Plan will be presented to City Council for approval, will be continued to May 21, 2013.

PUBLIC COMMENTS

Copies of the draft of the Plan and the AAP are available for public review at the following locations:

City of Oxnard Main Library
251 South "A" Street

City of Oxnard City Clerk's Office
305 West Third Street, First Floor

City of Oxnard Housing Department
435 South "D" Street

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Juliette Dang, Grants Coordinator, at (805) 385-7493. Written comments may be addressed to the following:

City of Oxnard - Housing Department
Grants Management Division
Attention: Juliette Dang
435 South "D" Street
Oxnard, CA 93030

CITY OF
OXNARD
CALIFORNIA

Publish: April 30, 2013 Ad No.328892

Attachment 4

Page 1 of 1

FY 2013-2014 ENTITLEMENT GRANTS, PROPOSED PROJECTS FUNDING SUMMARY

DESCRIPTION	OBJECTIVE OUTCOME		PROPOSED AMOUNT
COMMUNITY DEVELOPMENT BLOCK GRANT			
Administration			
Grants Management and Support	N/A		$218,515
Homeless Program Administration	N/A		72,430
Affordable Housing & Rehab Admin.	N/A		69,030
Fair Housing	N/A		15,390
		Administration Subtotal	**$375,365**
Public Services			
After School Program	1/1		$70,000
PAL	1/1		115,510
Colonia Boxing Center	1/1		17,020
Fair Housing	N/A		28,994
Colonia Gym	1/1		50,000
		Public Services Subtotal	**$281,524**
Direct Benefits Activities (CIP)			
Housing Services	2/3		$390,518
First Time Homebuyer Program	2/2		300,000
Single Family Rehabilitation Program	2/3		200,000
Mobilehome Rehabilitation Program	2/3		100,000
Code Compliance	1/1		200,000
Campus Park Gym	2/1		500,000
		Direct Benefits Subtotal	**1,690,518**
		CDBG TOTAL	**$2,347,407**
EMERGENCY SOLUTIONS GRANT			
Program Administration	N/A		$14,452
Homeless Prevention	1/3		30,000
Rapid Re-housing	1/3		30,000
Homeless Shelter	1/1		103,238
HMIS	N/A		15,000
		ESG TOTAL	**$192,690**
HOME INVESTMENT PARTNERSHIP GRANT			
Program Administration	N/A		$60,054
CHDO Development	2/2		115,100
First-Time Homebuyer Program	2/2		300,000
Housing Rehabilitation – MH	2/3		100,387
Housing Rehabilitation – SF	2/3		100,000
		HOME TOTAL	**$675,541**
		GRAND TOTAL	**$3,215,638**

Attachment 5
Page 1 of 1