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
July 2, 2013
5:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

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

J. APPOINTMENT ITEMS – 5:00 P.M

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
   RECOMMENDATION: 1) Receive presentations on the FYs 2013-14 & 2014-15 Two Year Operating Budget including Department presentations by Library, General Services, Development Services, and Finance; and 2) Discuss remaining funding requirements for preparation of the required budget hearing.
   Legislative Body: CC Contact: James Cameron Phone: 385-7461

D. OPENING CEREMONIES – 7:30 P.M.

Pledge of allegiance to the flag of the United States.

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

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

E. CEREMONIAL CALENDAR

1. SUBJECT: Certificate of Welcome Presented to Newly Appointed Mexican Consul for the Tri-County Area, Ana Berenice Diaz Ceballos Parada

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. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending May 31, 2013 (Fiscal Year 2012-13). (003)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

H. INFORMATION/CONSENT PUBLIC HEARINGS

City Manager Department

1. SUBJECT: Public Hearing and Adoption of Resolutions to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26. (021)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding the proposed FY 2013-2014 assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26; and 2)Adopt resolutions for FY 2013-2014 confirming assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26 in the following tracts: Tract No. 2247, District No. 1 (Summerfield); Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park); Tract No. 3384, District No. 3 (River Ridge); Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park); Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields); Tract No. 4405, District No. 10 (Country Club Estates); Tract No. 4376, District No. 11 (St. Tropez); Tract No. 4294, District No. 12 (Standard Pacific); Tract No. 4424, District No. 13 (Le Village); Tract No. 4492, District No. 14 (California Cove); Tract No. 4443, District No. 15 (Pelican Pointe); Tract No. 4810, District No. 16 (California Lighthouse); Tract No. 4702, District No. 17 (Village of San Miguel); Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415 and 425, District No. 18 (St. John's Regional Medical Center); Tract No. 4827, District No. 19 (Shopping at the Rose); Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center); Tract No. 3384-7, 8, District No. 21 (Cypress Pointe); Tract No. 4611, District No. 22 (McDonald's Median); Tract No. 4529, District No. 23 (Greystone); Tract No. 4529, District No. 24 (Vineyards); Tract No. 4840, District No. 25 (The Pointe); and Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Police Department

2. SUBJECT: Edward Byrne Memorial Justice Assistance Grant Formula Program (JAG): FY 2013 Local Solicitation. (069)
RECOMMENDATION: Adopt a resolution: 1) Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of $111,981 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2013 Local Solicitation; 2) Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-7597) with the County of Ventura and the Cities of San Buenaventura, Thousand Oaks and Simi Valley, designating the City of Oxnard as the lead Agency and fiscal agent for the JAG; 3) Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award; 4) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of JAG funds; and 5) Authorizing the Chief of Police or designee to submit all program related progress or status reports.
Legislative Body: CC Contact: Jeri Williams Phone: 385- 7624

I. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 13-620-01 (General Plan Amendment), 13-580-02 (Zone Text Amendment), and 13-570-02 (Zone Change): Request to Amend the All-Affordable Housing Opportunity Program (AAHOP) Section within the 2006-2014 Housing Element and Supplement Part II, Establish the AAHOP and–AH Additive Zone Designation by Uncodified Ordinance, and add the "–AH" Designation to AAHOP-Designated Parcel Zone Designations.
RECOMMENDATION: **Continue to July 9, 2013**
Legislative Body: CC Contact: Chris Williamson Phone: 385- 8156

J. APPOINTMENT ITEMS – 8:00 P.M.

Finance Department

2. SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2013-14 to 2017-18. (089)
RECOMMENDATION: Receive and approve the Five-Year Capital Improvement Program (CIP) for Fiscal Years 2013-14 to 2017-18.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

K. REPORTS

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
   RECOMMENDATION: Receive and consider report.
   Legislative Body: CC/SA Contact: Karen Burnham Phone: 385-7430

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

1. SUBJECT: Discuss and Determine whether to Hold Closed Session Performance Evaluations of the City Manager and the City Attorney.

N. 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.

O. 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.

P. STUDY SESSION

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for May 7, 14, and 21, 2013; and Minutes of the Oxnard Community Development Successor Agency for May 14 and 21; and June 11 and 25, 2013. (093)
RECOMMENDATION: Approve.
Legislative Body: CC/SA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (117)
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: Approval of Emergency Agreement with Genuine Parts Company for On-Site Fleet Parts Program. (119)
RECOMMENDATION: Approve and authorize the Mayor to execute an emergency agreement with Genuine Parts Company DBA NAPA Auto Parts (6212-13-CM) for $315,000 for vendor to provide on-site repair parts and tires to City from July 1, 2013, through August 30, 2013.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7951

Development Services Department

4. SUBJECT: Authorization to Disburse and Appropriate Public Art Funds. (155)
RECOMMENDATION: 1) Authorize the Cultural Arts Committee to disburse Public Arts funds in the amount of $150,000 for the purpose of providing funding to various cultural arts organizations, programs and artists; and 2) Approve a one-time appropriation in the amount of $150,000 from fund balance of the Public Art Fund.
Legislative Body: CC Contact: Matt Winegar Phone: 385-7868

5. SUBJECT: Vacation of a Portion of a Public Service Easement Within Lot 1 of Tract 4386 Located at the Northeast Corner of Paseo Mercado and Ventura Boulevard. (157)
RECOMMENDATION: Adopt a resolution vacating a portion of a public service easement for water purposes as described in Exhibit A and depicted in Exhibit B of the resolution.
Legislative Body: CC Contact: Paul Wendt Phone: 385-7894

Recreation and Community Services Department

6. SUBJECT: Acceptance of the Retired and Senior Volunteer Program (RSVP) Grant for Fiscal Year 2013/2014. (163)
RECOMMENDATION: 1) Recognize grant revenue in the amount of $69,277 and appropriate matching funds for the Retired and Senior Volunteer Program grant; and 2) Authorize the Interim City Manager or designee to execute grant agreements, the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments per the Federal Government's Continuing Resolution for the use of grant funds.
Legislative Body: CC Contact: Gregory Barnes Phone: 385-8022

7. SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds for the City's Participation in the State Funded After School Education and Safety Program in FY 13-14. (167)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with the Oxnard School District (A-7410) for the City to receive an amount not to exceed $2,000,000 for providing after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY13-14, containing an option to renew the agreement annually; and 2) Approve a special budget appropriation to recognize state grant revenue and appropriation in the amount of $2,000,000 from the After School Education and Safety (ASES) Program and adjust the matching funds from CDBG Entitlement (CDBG) allocation.
Legislative Body: CC Contact: Sofia Balderrama Phone: 385-7993

T. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

Meeting Date: 7 /2 / 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: James Cameron JC Agenda Item No. J-1

Reviewed By: City Manager SRR City Attorney SMF Finance JC Other *(Specify)*

DATE: June 26, 2013

TO: City Council

FROM: James Cameron
Chief Financial Officer

SUBJECT: **Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget**

RECOMMENDATION

That City Council:

1. Receive presentations on the FYs 2013-14 & 2014-15 Two Year Operating Budget including Department presentations by Library, General Services, Development Services, and Finance and
2. Discuss remaining funding requirements for preparation of the required budget hearing.

DISCUSSION

Between February and June of 2013, ten Council sessions were held as follows:

FY 2012-13 Financial Update	February 26, 2013
Compensation Study Session	March 5, 2013
Golf, PACC, and other Subsidies	April 23, 2013
Parks Development	May 7, 2013
Streets Funding	May 14, 2013
FY 2012 -13 Financial Update and Forecast	May 14, 2013
Measure O ½ Cent Sales Tax	May 21, 2013
Overview and Police Department Presentation	June 11, 2013
Fire Department and Recreation Presentations	June 18, 2013
Public Works	June 25, 2013

These were primarily study sessions with the intent of providing the Council the information they would need in preparation for budget deliberation. These sessions also provided Council with an opportunity to comment on the issues, ask for additional information, and receive public comment.

Additional issues that have a direct impact on the General Fund are the financial and operational structures of the Performing Arts and Convention Center (PACC) and the Golf Funds. Both are currently budgeted as enterprise funds; however, due to the significant financial commitment from the General Fund, this structure, while permitted by accounting standards, is not justified.

currently budgeted as enterprise funds; however, due to the significant financial commitment from the General Fund, this structure, while permitted by accounting standards, is not justified.

The PACC only generates about 30% of its budget from customer revenues and currently carries a $1.5 million cash deficit. The General Fund currently provides a subsidy of close to $1 million. The management agreement put in place in 2000, has been expired since 2010 and the PACC is without a Director. While the decision to convert the PACC fund to a General Fund program is independent of the options for managing the PACC, the current situation provides an opportune time to address the financial and operational concerns.

While the Golf Fund generally meets operational costs from customer revenues, revenues are not adequate to meet debt service payments on outstanding loans. There are two bonds that are carried in the Golf Fund, both of which are backed by the General Fund in the event the Golf Fund is not able to make annual payments. Annual debt service of both bonds is just under $2.5 million with an outstanding balance of $23 million. One bond matures in 2016, representing $1.1 million of debt service and $3 million of the outstanding balance. Staff is developing a refinancing option for this bond to reduce the annual debt service; however, the larger bond matures in 2031. This significant commitment from the General Fund calls into question the continued us of enterprise accounting and budgeting.

Finally, Council has expressed an interest in funding several programs as follows:

Beach Life Guards $811,100 first year and $403,900 annually to fund a Marine Safety Officer and 39 seasonal life guards and junior life guard program. 9 lifeguard towers from Memorial day to Labor day.

Street Maintenance $4 million annual preventative maintenance program and $70 million major repair of streets plus $46 million alleyways.

Parks Development $48.6 million plus $2.4 million annual cost for College Park Phase 2, East Village Park, Sports Park, Campus Park, and Southwest Community park.

Code Compliance expand enforcement..

Utility Assistance Program $200,000 of utility payment to low income customers in City of Oxnard.

In order to fund any or all of these programs, reductions in existing programs and services would be required.

FINANCIAL IMPACT

Because this item is for discussion purposes only, there is no financial impact.

Item # G-1

CITY OF OXNARD CALIFORNIA

INFORMATION ONLY

NO ACTION REQUIRED

DATE: June 19, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

SUBJECT: **Monthly Budget Status Report for the Period Ending May 31, 2013 (Fiscal Year 2012-13)**

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending May 31, 2013. Because this report includes year-end accruals for Fiscal Year 2011-12, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

City of Oxnard
Monthly Budget Status Report
For the Period Ending May 31, 2013

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Economic & Budget Trends

Staff has updated current year projections for General Fund revenues and expenditures based on data through May 2013. Although revenues are now projected to be $1.56 million below budget, expenditure savings are projected to fully offset this shortfall.

Revenues from taxes and fees are projected to be a combined $1.0 million over budget. However, Charges for Services are significantly under budget as charges for project work from the general fund is much lower than planned and increases for development services and recreation have not been implemented yet. Permits are coming in lower than planned as construction activity is relatively flat. Fines and Forfeitures are down due in large part to an amnesty program offered by the Courts. Finally, interest earnings continue to be impacted by a difficult investment climate in those areas the City is authorized to invest in.

The surplus in expenditures is largely driven by savings from managing vacant positions and the challenges of filling public safety positions. In part, these savings have been offset by overtime costs. The cost of a special election is estimated at $200,000.

($ thousands)

Revenues		
Original Budget		$ 108,738
Revised Estimated		107,175
Change		**$ (1,563)**
Explanation of Revenue Change		
Taxes and Fees	1,009	
Services to Other Programs	(1,117)	
Other Charges for Services	(943)	
Licenses & Permits	(143)	
Fines & Forfeitures	(190)	
Interest Income	(113)	
Other	(66)	
Total Revenue Change		**$ (1,563)**

Expenditures

Projected Budget Variance		
Personnel Savings	$ 2,730	
Overtime	(1,421)	
Fuel & Equip. Maint.	(85)	
Special Election	(200)	
Other	540	
Total Expenditure Variance		**$ 1,564**
Projected Budget Balance		**$ 1**

Overall, the economy continues to grow. The national Gross Domestic Product (GDP) grew 2.4% in the first quarter and is expected to grow moderately through the remainder of the year. At the local level, unemployment in Oxnard has fallen below 10% for the first time in many years and single family home prices are up 14% compared to a year ago based on April sales.

City of Oxnard
General Fund
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes:				
Property Taxes	$ 25,888,000	$ 25,888,000	$ 24,966,673	a
Property Tax in-lieu of Vehicle License Fee	14,310,000	14,310,000	14,325,701	
Sales Tax	25,245,000	25,245,000	20,000,567	b
Other Taxes and Fees	12,469,000	12,469,000	11,286,217	c
Licenses and Permits	1,984,000	1,984,000	1,711,121	
Intergovernmental	12,956,140	12,956,140	10,041,511	c
Charges for Services	11,023,518	11,023,518	7,483,021	
Fines and Forfeitures	653,000	653,000	393,196	c
Investment Earnings	216,000	216,000	64,710	
Miscellaneous	3,956,000	3,956,000	2,843,971	
Total Operating Revenues	**$ 108,700,658**	**$ 108,700,658**	**$ 93,116,688**	
Operating Expenditures				
General Government	10,546,550	10,595,950	8,653,998	
Public Safety	63,681,364	63,660,364	57,116,000	
Transportation	3,745,333	3,715,333	2,952,737	
Community Development	9,543,962	9,492,562	8,464,896	
Culture and Recreation	15,716,274	15,778,274	13,865,220	
Total Operating Expenditures	**$ 103,233,483**	**$ 103,242,483**	**$ 91,052,851**	
NET REVENUES FROM OPERATIONS	**$ 5,467,175**	**$ 5,458,175**	**$ 2,063,837**	

Notes:

a Current year receipts reduced for year-end accrual of $1,330,649.

b Current year receipts reduced for year-end accrual of $4,582,486 to prior year.

c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of $745,340.

City of Oxnard
General Fund
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	$ 37,000	$ 37,000	$ 37,000	
Sub-total Non-operating Sources	37,000	37,000	37,000	
Non-operating Uses				
Capital outlay	75,000	96,000	83,172	
Transfers out	5,429,175	5,429,175	829,730	d
Sub-total Non-operating Uses	5,504,175	5,525,175	912,902	
NET NON-OPERATING SOURCES AND USES	**$ (5,467,175)**	**$ (5,488,175)**	**$ (875,902)**	
USE OF FUND BALANCE				
Use of Reserve for Encumbrances	-	-	-	
From Available Fund Balance	-	30,000	(1,187,935)	e
TOTAL USE OF FUND BALANCE	**$ -**	**$ 30,000**	**$ (1,187,935)**	
FISCAL YEAR BALANCE	$ -	$ -	$ -	

Notes:

d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

e Temporary use of fund balance due to lag in property taxes and recognition of future years.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 11,000,000	$ 11,000,000	$ 8,004,002	a
Investment Earnings	90,000	90,000	79,419	
Total Operating Revenues	**$ 11,090,000**	**$ 11,090,000**	**$ 8,083,421**	
Operating Expenditures				
General Government	-	173,222	69,087	
Public Safety	2,833,460	5,362,759	3,485,042	
Transportation	900,000	1,263,924	616,986	
Community Development	350,000	694,273	293,087	
Culture and Recreation	1,295,000	1,442,626	781,077	
Total Operating Expenditures	**$ 5,378,460**	**$ 8,936,804**	**$ 5,245,279**	
NET REVENUES FROM OPERATIONS	**$ 5,711,540**	**$ 2,153,196**	**$ 2,838,142**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Proceeds from Lease Purchase Agreement	-	-	-	
Sub-total Non-operating Sources	-	-	-	
Non-operating Uses				
Interest Expense	-	-	-	
Payment of Principal	-	-	-	
Capital Outlay	700,000	11,142,427	4,830,503	
Sub-total Non-operating Uses	700,000	11,142,427	4,830,503	
NET NON-OPERATING SOURCES AND USES	**$ (700,000)**	**$ (11,142,427)**	**$ (4,830,503)**	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances	-	13,010,771	4,199,590	b
Appropriated Fund Balance	-	990,000	-	
TOTAL USE OF FUND BALANCE	**$ -**	**$ 14,000,771**	**$ 4,199,590**	
FISCAL YEAR BALANCE	**$ 5,011,540**	**$ 5,011,540**	**$ 2,207,229**	

Notes:

a Current year receipts reduced for year-end accrual of $3,022,800 to prior year.

b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Intergovernmental	$ 5,465,141	$ 19,397,069	$ 12,100,182	
Fines and forfeitures	-	-	189,924	
Investment Earnings	-	-	11,080	
Miscellaneous	-	100,731	255,882	
Total Operating Revenues	**$ 5,465,141**	**$ 19,497,800**	**$ 12,557,068**	
Operating Expenditures				
General Government	-	-	-	
Public Safety	200,000	7,296,787	2,553,126	
Transportation	-	250,000	154,201	
Community Development	3,604,704	9,072,817	4,904,201	
Culture and Recreation	186,103	334,000	215,943	
Total Operating Expenditures	**$ 3,990,807**	**$ 16,953,604**	**$ 7,827,471**	
NET REVENUES FROM OPERATIONS	**$ 1,474,334**	**$ 2,544,196**	**$ 4,729,597**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	-	-	-	
Sub-total Non-operating Sources	-	-	-	
Non-operating Uses				
Capital Outlay	1,477,414	17,137,785	4,933,783	
Transfers out	-	-	-	
Sub-total Non-operating Uses	1,477,414	17,137,785	4,933,783	
NET NON-OPERATING SOURCES AND USES	**$ (1,477,414)**	**$ (17,137,785)**	**$ (4,933,783)**	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances	-	14,258,769	4,508,451	
From/(to) Available Fund Balance	3,080	334,820	-	a
TOTAL USE OF FUND BALANCE	**$ 3,080**	**$ 14,593,589**	**$ 4,508,451**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ 4,304,265**	

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 13,516,600	$ 13,516,600	$ 11,849,161	
Licenses and Permits	755,314	755,314	799,414	
Intergovernmental	5,921,041	5,919,116	5,425,897	
Growth and Development Fees	1,808,100	1,808,100	1,339,755	
Charges for services	55,300	55,300	91,844	
Fines and forfeitures	400,000	400,000	211,984	
Investment Earnings	690,716	690,716	253,926	
Special Assessments	8,046,810	8,046,810	7,971,897	
Miscellaneous	793,600	793,600	685,127	
Total Operating Revenues	**$ 31,987,481**	**$ 31,985,556**	**$ 28,629,005**	
Operating Expenditures				
General Government	260,084	260,084	236,631	
Public Safety	19,211,930	19,478,661	17,561,267	
Transportation	5,914,422	5,959,514	4,963,971	
Community Development	9,400	9,400	149	
Culture and Recreation	4,779,556	4,840,376	4,513,258	
Total Operating Expenditures	**$ 30,175,392**	**$ 30,548,035**	**$ 27,275,276**	
NET REVENUES FROM OPERATIONS	**$ 1,812,089**	**$ 1,437,521**	**$ 1,353,729**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	$ 6,335,798	$ 6,335,798	$ 1,813,831	a
Bond Proceeds	-	1,719,423	5,570,838	a
Sub-total Non-operating Sources	6,335,798	8,055,221	7,384,669	
Non-operating Uses				
Interest Expense	3,030,074	4,128,419	1,479,978	
Payment of Principal	3,575,684	3,800,684	8,139,616	
Capital Outlay	3,207,162	30,977,694	8,996,593	
Affordable housing projects	-	3,300,000	3,300,000	b
Transfers out	1,788,471	1,788,471	1,788,471	a
Sub-total Non-operating Uses	11,601,391	43,995,268	23,704,658	
NET NON-OPERATING SOURCES AND USES	**$ (5,265,593)**	**$ (35,940,047)**	**$ (16,319,989)**	

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	22,738,629	8,096,934
Appropriated Fund Balance	-	8,009,094	5,141,670
From Available Fund Balance	3,453,504	3,754,803	1,727,656
TOTAL USE OF FUND BALANCE	**$ 3,453,504**	**$ 34,502,526**	**$ 14,966,260**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

b Use of affordable housing in-lieu fees.

City of Oxnard
Water Funds
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 43,810,000	$ 43,810,000	$ 40,331,779	
Security/Contamination Prevention Fees	770,000	770,000	232,648	
Miscellaneous and Reimbursements	5,000	141,000	153,647	
Total Operating Revenues	**$ 44,585,000**	**$ 44,721,000**	**$ 40,718,074**	
Operating Expenditures				
Salaries and Wages	5,014,491	5,014,491	3,991,234	
Contracts and Services	2,236,046	2,456,212	1,257,269	
Operating Supplies	1,060,600	1,210,600	3,055,753	
Water Acquisition	18,784,000	18,784,000	17,013,884	
General and Administrative	4,285,132	4,292,966	3,475,724	
Total Operating Expenditures	**$ 31,380,269**	**$ 31,758,269**	**$ 28,793,864**	
NET REVENUES FROM OPERATIONS	**$ 13,204,731**	**$ 12,962,731**	**$ 11,924,210**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	2,067,900	2,067,900	-	a
Investment Earnings	2,294,000	2,294,000	2,416,125	
Connection Fees	460,000	460,000	1,095,730	
Sub-total Non-operating Sources	4,821,900	4,821,900	3,511,855	
Non-operating Uses				
Capital Outlay (non-debt financed)	3,900,000	12,048,769	1,381,213	
Interest Expense	11,414,089	11,414,089	11,289,459	
Transfers Out	1,348,277	1,348,277	-	b
Sub-total Non-operating Uses	16,662,366	24,811,135	12,670,672	
NET NON-OPERATING SOURCES AND USES	**$ (11,840,466)**	**$ (19,989,235)**	**$ (9,158,817)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,701,940)	(3,701,940)	(3,700,748)	
Designated for Authorized Projects & Encumbrances	-	23,359,835	7,233,018	
Use of Bond Principal	-	(15,153,719)	(5,989,926)	
From/(To) Capital Reserve	2,337,675	2,522,328	(307,737)	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (1,364,265)**	**$ 7,026,504**	**$ (2,765,393)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.

b Loan to Golf Fund

City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 24,380,000	$ 24,380,000	$ 24,261,339	
Security/Contamination Prevention Fees	150,000	150,000	-	
Miscellaneous and Reimbursements	485,000	485,000	237,466	a
Total Operating Revenues	**$ 25,015,000**	**$ 25,015,000**	**$ 24,498,805**	
Operating Expenditures				
Salaries and Wages	6,579,505	6,108,505	5,490,111	
Contracts and Services	4,997,327	5,952,327	4,567,509	
Operating Supplies	1,761,200	1,796,200	1,476,640	
General and Administrative	3,551,920	3,551,920	3,094,184	
Total Operating Expenditures	**$ 16,889,952**	**$ 17,408,952**	**$ 14,628,444**	
NET REVENUES FROM OPERATIONS	**$ 8,125,048**	**$ 7,606,048**	**$ 9,870,361**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Investment Earnings	30,000	30,000	91,849	
Connection Fees	380,000	380,000	316,157	
Sub-total Non-operating Sources	410,000	410,000	408,006	
Non-operating Uses				
Capital Outlay (non-debt financed)	4,275,000	4,634,487	98,736	
Interest Expense	6,940,157	6,940,157	6,604,675	
Sub-total Non-operating Uses	11,215,157	11,574,644	6,703,411	
NET NON-OPERATING SOURCES AND USES	**$ (10,805,157)**	**$ (11,164,644)**	**$ (6,295,405)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(4,487,939)	(4,523,939)	(2,794,555)	
Designated for Authorized Projects & Encumbrances	-	3,059,487	-	
Appropriated Fund Balance	-	555,000	-	
From/(To) Capital Reserve	7,168,048	4,468,048	(780,401)	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 2,680,109**	**$ 3,558,596**	**$ (3,574,956)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 44,510,000	$ 42,410,000	$ 34,382,421	a
Security/Contamination Prevention Fees	79,000	79,000	127	
Miscellaneous and Reimbursements	255,000	307,129	237,259	
Total Operating Revenues	**$ 44,844,000**	**$ 42,796,129**	**$ 34,619,807**	
Operating Expenditures				
Salaries and Wages	7,062,747	6,967,747	6,080,821	
Operating Supplies	613,700	637,700	475,033	
Contracts and Services	26,779,699	26,887,565	22,303,890	
General and Administrative	3,764,040	3,806,040	3,393,280	
Total Operating Expenditures	**$ 38,220,186**	**$ 38,299,052**	**$ 32,253,024**	
NET REVENUES FROM OPERATIONS	**$ 6,623,814**	**$ 4,497,077**	**$ 2,366,783**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Investment Earnings	170,400	170,400	28,767	
Connection Fees	35,340	35,340	43,214	
Sub-total Non-operating Sources	205,740	205,740	71,981	
Non-operating Uses				
Capital Outlay (non-debt financed)	280,500	604,684	295,723	
Interest Expense	771,452	771,452	767,748	
Transfers out	62,110	62,110	62,360	b
Sub-total Non-operating Uses	1,114,062	1,438,246	1,125,831	
NET NON-OPERATING SOURCES AND USES	**$ (908,322)**	**$ (1,232,506)**	**$ (1,053,850)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,728,756)	(3,728,756)	(2,713,117)	
Designated for Authorized Projects & Encumbrances	-	182,055	158,543	
Appropriated Fund Balance	-	2,268,866	-	
From/(To) Capital Reserve	(1,986,736)	(1,986,736)	1,241,641	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (5,715,492)**	**$ (3,264,571)**	**$ (1,312,933)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Current year revenues reduced by $2,358,000 accrual to FY 2012

b Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

City of Oxnard
Golf
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 4,021,591	$ 4,021,591	$ 3,425,640
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	**$ 4,031,591**	**$ 4,031,591**	**$ 3,425,640**
Operating Expenditures			
Salaries and Wages	66,068	66,068	59,541
Operating Supplies	-	-	-
Contracts and Services	3,938,573	3,938,573	3,290,578
General and Administrative	205,716	205,716	177,932
Total Operating Expenditures	**$ 4,210,357**	**$ 4,210,357**	**$ 3,528,051**
NET REVENUES FROM OPERATIONS	**$ (178,766)**	**$ (178,766)**	**$ (102,411)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,348,277	1,348,277	-
Investment Earnings	-	-	(9,780)
Sub-total Non-operating Sources	1,348,277	1,348,277	(9,780)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	149,097	149,097	156,643
Transfers out	-	-	-
Sub-total Non-operating Uses	229,597	229,597	156,643
NET NON-OPERATING SOURCES AND USES	**$ 1,118,680**	**$ 1,118,680**	**$ (166,423)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(939,914)	(939,914)	(939,913)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (939,914)**	**$ (939,914)**	**$ (939,913)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ (1,208,747)**

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 450,200	$ 450,200	$ 411,446
Miscellaneous	20,000	20,000	17,064
Total Operating Revenues	**$ 470,200**	**$ 470,200**	**$ 428,510**
Operating Expenditures			
Salaries and Wages	950,194	950,194	908,896
Operating Supplies	300	300	-
Contracts and Services	252,355	252,355	242,261
General and Administrative	172,511	172,511	160,567
Total Operating Expenditures	**$ 1,375,360**	**$ 1,375,360**	**$ 1,311,724**
NET REVENUES FROM OPERATIONS	**$ (905,160)**	**$ (905,160)**	**$ (883,214)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	829,730 a
Investment Earnings	-	-	(7,972)
Sub-total Non-operating Sources	905,160	905,160	821,758
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	**$ 905,160**	**$ 905,160**	**$ 821,758**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ -**	**$ -**	**$ -**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ (61,456)**

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due.

City of Oxnard
Housing Set-aside Successor Agency Fund
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ -	$ -	$ 26,994	
Rental Income	-	-	-	
Miscellaneous and Reimbursements	-	-	107,532	a
Total Operating Revenues	**$ -**	**$ -**	**$ 134,526**	
Operating Expenditures				
Salaries and Wages	-	-	51,959	
Contracts and Services	-	-	23,711	
General and Administrative	-	-	51,186	
Total Operating Expenditures	**$ -**	**$ -**	**$ 126,856**	
NET REVENUES FROM OPERATIONS	**$ -**	**$ -**	**$ 7,670**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	
Investment Earnings	-	-	-	
Sub-total Non-operating Sources	-	-	-	
Non-operating Uses				
Capital Outlay	-	-	45,262	
Payment to Ventura County	-	-	4,333,522	b
Transfers out	-	-	-	
Sub-total Non-operating Uses	-	-	4,378,784	
NET NON-OPERATING SOURCES AND USES	**$ -**	**$ -**	**$ (4,378,784)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of principal	-	-	-	
Designated for Authorized Projects & Encumbrances	-	-	4,333,522	
From/(To) Operating and Capital Reserves	-	-	37,592	
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ 4,371,114**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Housing set-aside deposit.

b Payment to Ventura County of unobligated cash as required by the California Department of Finance.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended May 31, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 10,478,775	$ 24,778,775	$ 10,563,061	a
Rental Income	-	-	58,838	
Miscellaneous and Reimbursements	-	-	169,091	
Total Operating Revenues	**$ 10,478,775**	**$ 24,778,775**	**$ 10,790,990**	
Operating Expenditures				
Salaries and Wages	-	-	49,408	
Contracts and Services	-	-	278,429	
General and Administrative	305,207	305,207	16,128,155	b
Total Operating Expenditures	**$ 305,207**	**$ 305,207**	**$ 16,455,992**	
NET REVENUES FROM OPERATIONS	**$ 10,173,568**	**$ 24,473,568**	**$ (5,665,002)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	
Investment Earnings	-	-	280,415	
Sub-total Non-operating Sources	-	-	280,415	
Non-operating Uses				
Capital Outlay	-	-	-	
Interest Expense	-	-	1,981,766	
Project Costs	10,173,568	24,473,568	16,087,049	c
Transfers out	-	-	-	
Sub-total Non-operating Uses	10,173,568	24,473,568	18,068,815	
NET NON-OPERATING SOURCES AND USES	**$ (10,173,568)**	**$ (24,473,568)**	**$ (17,788,400)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of principal	-	-	(1,410,000)	
Designated for Authorized Projects & Encumbrances	-	-	-	
From/(To) Operating and Capital Reserves	-	-	24,863,402	
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ 23,453,402**	
FISCAL YEAR BALANCE	$ -	$ -	$ -	

Notes:

a Revenues received from the County for expenditures approved in the Recognized Obligation Payment Schedule for January 2013 to June 2013.

b Includes $15.7 million payments to Ventura County as required by the California Department of Finance (DOF) based on the Due Diligence Review from unobligated cash balances.

c Amounts approved by the California Department of Finance (DOF) and judgement regarding Wagon Wheel project of $14.3 million.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7 / 02 / 13

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

Prepared By: Sergio Cervantes Agenda Item No. H-1

Reviewed By: City Manager City Attorney Finance Other

DATE: May 29, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent
General Services Department

SUBJECT: **Public Hearing and Adoption of Resolutions to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26**

RECOMMENDATION

That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed FY 2013-2014 assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26.

2. Adopt resolutions for FY 2013-2014 confirming assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26 in the following tracts:

   - Tract No. 2247, District No. 1 (Summerfield);
   - Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park);
   - Tract No. 3384, District No. 3 (River Ridge);
   - Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park);
   - Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields);
   - Tract No. 4405, District No. 10 (Country Club Estates);
   - Tract No. 4376, District No. 11 (St. Tropez);
   - Tract No. 4294, District No. 12 (Standard Pacific);
   - Tract No. 4424, District No. 13 (Le Village);
   - Tract No. 4492, District No. 14 (California Cove);
   - Tract No. 4443, District No. 15 (Pelican Pointe);
   - Tract No. 4810, District No. 16 (California Lighthouse);
   - Tract No. 4702, District No. 17 (Village of San Miguel);
   - Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415 and 425, District No. 18 (St. John's Regional Medical Center);

- Tract No. 4827, District No. 19 (Shopping at the Rose);
- Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center);
- Tract No. 3384-7, 8, District No. 21 (Cypress Pointe);
- Tract No. 4611, District No. 22 (McDonald's Median);
- Tract No. 4529, District No. 23 (Greystone);
- Tract No. 4529, District No. 24 (Vineyards);
- Tract No. 4840, District No. 25 (The Pointe); and
- Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).

DISCUSSION

The City Council has required that all developments establish landscape maintenance districts as a condition of development. These districts were formed by separate City Council resolutions in prior years. The assessments are exempt from Article XIII D of the California Constitution, by reason of Section 5 thereof.

The Landscape and Lighting Act of 1972, pursuant to which these districts were formed, requires annual City Council action to update the assessments which appear on the Ventura County tax rolls. On May 14, 2013, Council adopted Resolution Nos. 14,319, 14,320, 14,321, 14,322, 14,323, 14,324, 14,325, 14,326, 14,327, 14,328, 14,329, 14,330, 14,331, 14,332, 14,333, 14,334, 14,335, 14,336, 14,337, 14,338, 14,339, 14,340, to declare its intention to levy assessments. The public hearing held today, July 2, 2013, is for Council to receive public testimony and to levy assessments for the next fiscal year.

Staff has calculated costs and assessments for the City's FY 2013-2014 maintenance of public landscaping in Landscape Maintenance District Nos. 1 through 3, and 7 through 26. The resolutions levying assessments state that assessments for FY 2013-2014 are not proposed to increase over the assessments for FY 2012-2013.

Following the City Council's action at the public hearing today, the assessment data will be delivered to the County Auditor-Controller's Office and processed for the collection of assessments in FY 2013-2014.

SELF-MAINTAINED DISTRICTS

Some districts maintain the landscaping without involving the City work force or contract maintenance services. However, the City requires an annual $1,080 budget for contingencies and inspections by City staff. Unused amounts remain in the fund balance for the district and are applied against the required 15 percent operating reserve and any additional surplus is used to reduce subsequent assessments. District Nos. 2 (Channel Islands Business District); 19 (Shopping at the Rose); and 21 (Cypress Pointe) are self-maintained districts.

CONTRACT SERVICE DISTRICTS

District Nos. 3 (River Ridge); 14 (California Cove); and 16 (California Lighthouse) are contract service districts, which means that the City will obtain the lowest bid from a private contractor on behalf of the districts. The annual assessment will vary from one year to the next. The engineer's report for each indicates the FY 2013-2014 costs.

CITY MAINTAINED DISTRICTS

Staff has determined that the City work force can provide improved landscape maintenance services to some districts equal to or below the costs charged by a contractor. For FY 2013-2014, City staff will provide services to the following tracts:

- Tract No. 2247, District No. 1 (Summerfield);
- Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park);
- Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields);
- Tract No. 4405, District No. 10 (Country Club Estates);
- Tract No. 4376, District No. 11 (St. Tropez);
- Tract No. 4294, District No. 12 (Standard Pacific);
- Tract No. 4424, District No. 13 (Le Village);
- Tract No. 4443, District No. 15 (Pelican Pointe);
- Tract No. 4702, District No. 17 (Village of San Miguel);
- Parcel Map Nos. 213-03-28 and 213-03-29, District No. 18 (St. John's Regional Medical Center);
- Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center);
- Tract No. 4611, District No. 22 (McDonald's Median);
- Tract No. 4529, District No. 23 (Greystone);
- Tract No. 4529, District No. 24 (Vineyards);
- Tract No. 4840, District No. 25 (The Pointe); and
- Parcel Map No. 94-5-25, District No. 26 (Albertson's).

DISTRICTS NOT INCLUDED IN THIS REPORT

Assessment District No. 4, the Mandalay Beach and Landscaping Maintenance District, is not included in this action because it was formed pursuant to the Improvement Act of 1911, and, therefore, requires separate treatment. Assessment District Nos. 5 and 6, for the Maulhardt (4021) and Continental Heritage (4169) industrial tracts, are also excluded because they contain no City-maintained landscaping at this time.

FINANCIAL IMPACT

The recommendation will result in the City's ability to provide landscaping services in District Nos. 1 through 3, and 7 through 26 at no cost to the General Fund.

Attachment 1 - Resolution Levying Assessment: District No. 1
2 - Resolution Levying Assessment: District No. 2
3 - Resolution Levying Assessment: District No. 3
4 - Resolution Levying Assessment: District Nos. 7 & 8
5 - Resolution Levying Assessment: District No. 9
6 - Resolution Levying Assessment: District No. 10
7 - Resolution Levying Assessment: District No. 11
8 - Resolution Levying Assessment: District No. 12
9 - Resolution Levying Assessment: District No. 13
10 - Resolution Levying Assessment: District No. 14
11 - Resolution Levying Assessment: District No. 15
12 - Resolution Levying Assessment: District No. 16
13 - Resolution Levying Assessment: District No. 17
14 - Resolution Levying Assessment: District No. 18
15 - Resolution Levying Assessment: District No. 19
16 - Resolution Levying Assessment: District No. 20
17 - Resolution Levying Assessment: District No. 21
18 - Resolution Levying Assessment: District No. 22
19 - Resolution Levying Assessment: District No. 23
20 - Resolution Levying Assessment: District No. 24
21 - Resolution Levying Assessment: District No. 25
22 - Resolution Levying Assessment: District No. 26

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 1 (SUMMERFIELD) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,319, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 1 (Summerfield) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,319 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 1.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 2 (CHANNEL ISLANDS BUSINESS DISTRICT) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,320, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 2 (Channel Islands Business District) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,320 set a public hearing for June 18, 2013 , on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 2.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 3 (RIVER RIDGE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,321 declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 3 (River Ridge) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,321 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 3.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NOs. 7 and 8 (NORTHFIELD/SEAGATE BUSINESS PARK) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,322, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District Nos. 7 and 8 (Northfield/Seagate Business Park) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,322 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District Nos. 7 and 8.

3. The City Clerk shall immediately file the assessments and diagram, or a certified 1 copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 9 (STRAWBERRY FIELDS) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,323, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 9 (Strawberry Fields) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,323 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 9.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 10 (COUNTRY CLUB ESTATES) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,324, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 10 (Country Club Estates) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,324 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 10.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 11 (ST. TROPEZ) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,325, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 11 (St. Tropez) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,325 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 11.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 12 (STANDARD PACIFIC) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,326, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 12 (Standard Pacific) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,326 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 12.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 13 (LE VILLAGE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,327, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 13 (Le Village) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,327 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 13.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 14 (CALIFORNIA COVE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013 City Council adopted Resolution No. 14,328 declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 14 (California Cove) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,328 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 14.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 15 (PELICAN POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,329, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 15 (Pelican Pointe) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,329 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 15.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 16 (CALIFORNIA LIGHTHOUSE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,330, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 16 (California Lighthouse) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,330 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013 and such assessments are not proposed to increase for 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 16.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 17 (VILLAGE OF SAN MIGUEL) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,331, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 17 (Village of San Miguel) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,331 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 17.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 18 (ST. JOHN'S REGIONAL MEDICAL CENTER) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,332, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 18 (St. John's Regional Medical Center) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,332 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 18.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 19 (SHOPPING AT THE ROSE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,333, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 19 (Shopping at the Rose) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,333 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein: and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 19.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 20 (WALLENIUS VEHICLE PREPARATION CENTER) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,334, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 20 (Wallenius Vehicle Preparation Center) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,334 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 20.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

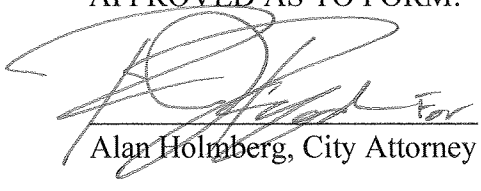
ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 21 (CYPRESS POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,335, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 21 (Cypress Pointe) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,335 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 21.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 22 (MCDONALD'S MEDIAN) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2012, City Council adopted Resolution No. 14,336, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 22 (McDonald's Median) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,336 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 22.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 23 (GREYSTONE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,337, declaring its intention to levy and collect assessments for the 2012-2013 fiscal year within Landscape Maintenance District No. 23 (Greystone) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,337 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 23.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 24 (VINEYARDS) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,338, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 24 (Vineyards) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,338 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 24.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 25 (THE POINTE) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,339, declaring its intention to levy and collect assessments for the 2012-2013 fiscal year within Landscape Maintenance District No. 25 (The Pointe) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,339 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 25.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD LEVYING ASSESSMENTS FOR FISCAL YEAR 2013-2014 WITHIN LANDSCAPE MAINTENANCE DISTRICT NO. 26 (ALBERTSON'S) PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972.

WHEREAS, on May 14, 2013, City Council adopted Resolution No. 14,340, declaring its intention to levy and collect assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 26 (Albertson's) in order to pay the costs of maintaining landscaping therein; and

WHEREAS, a description of the improvements and the proposed assessments upon assessable lots and parcels of land within the District is contained in the report of the Engineer, dated May 2013, on file with the City Clerk; and

WHEREAS, Resolution No. 14,340 set a public hearing for June 18, 2013, on the levy of the proposed assessment, which was held and all interested persons were afforded the opportunity to speak and be heard; and

WHEREAS, City Council has considered the oral statements and all written protests made or filed by any interested person; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase for FY 2013-2014; and

WHEREAS, the assessments are imposed exclusively to finance the capital costs and maintenance and operation expenses for sidewalks, streets, water and vector control, inasmuch as the landscaping is located in or adjacent to sidewalks and streets and the assessments are used exclusively to maintain such landscaping, including providing water thereto and controlling vectors therein; and

WHEREAS, the District was formed with the consent of the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof.

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

1. The assessment proposed in the report of the Engineer, and its accompanying diagram, on file with the City Clerk, are confirmed.

2. The adoption of this resolution shall constitute the levy of assessments for the 2013-2014 fiscal year within Landscape Maintenance District No. 26.

3. The City Clerk shall immediately file the assessments and diagram, or a certified copy thereof, with the Ventura County Auditor.

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Alan Holmberg, City Attorney

CITY OF OXNARD CALIFORNIA

Meeting Date: 07 /02 / 13

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

Prepared By: Assistant Chief Scott Whitney Agenda Item No. H-2

Reviewed By: City Manager [signature] City Attorney RT Finance [signature] Other *(Specify)*

DATE: June 17, 2013

TO: City Council

FROM: Jeri Williams, Chief of Police
Police Department

SUBJECT: **Edward Byrne Memorial Justice Assistance Grant Formula Program (JAG): FY 2013 Local Solicitation**

RECOMMENDATION

That City Council adopt a resolution:

1. Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of $111,981from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2013 Local Solicitation.
2. Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-7597) with the County of Ventura and the Cities of San Buenaventura, Thousand Oaks and Simi Valley, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award.
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of JAG funds.
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

DISCUSSION

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. A recent JAG funding allocation list provided by the Bureau of Justice Assistance (BJA) announced that the combined award amounts for agencies within Ventura County totals

$111,981. Of this amount, the City of Oxnard is eligible to receive an award of $52,806. No funding match is required.

BJS requires that a joint application be submitted by agencies within Ventura County. The City of Oxnard, whose award amount is 47% of the overall JAG award eligibility among Ventura County and its cities, will serve as the grant's lead agency. The lead agency will submit the application on behalf of all parties, and will receive the award and then disburse it to other grantees within Ventura County. The City of Oxnard intends to reallocate five percent (5%), or $5,599 of the total countywide award eligibility to the City of Oxnard for costs related to administering the grant. Upon receipt of authorization from City Council, a Memorandum of Understanding will be circulated to participating agencies for signatures.

Of the $111,981 in countywide JAG funding, the awards will be distributed as follows:

Agency	**Base Award**	**5% Fee**	**Adjusted Award**
Agency	Agency Base Award Eligibility	Lead Agency Administration Fee (5%)	Agency Adjusted Award Amount
County of Ventura	13,601	680	12,921
Oxnard	52,806	2,640	50,166
San Buenaventura	24,284	1,214	23,070
Simi Valley	10,150	508	9,642
Thousand Oaks	11,140	557	10,583
City of Oxnard - Administration Fee			**5,599**
Total	**111,981**	**5,599**	**111,981**

Funds from this grant can be used to improve or enhance law enforcement programs and preserve and/or create jobs, which may include equipment/supplies, training, personnel, and/or contractual support. Grantees may utilize JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. The grant's monies may not supplant or replace funds that have been appropriated for the same purpose.

The Oxnard Police Department intends to apply its $50,166share of JAG funding towards the following projects:

Comparators	$22,000
Network Storage	$18,166
Virtual Server	$10,000

The application deadline for JAG grant funding is July 9, 2013.

FINANCIAL IMPACT

Approval of this recommendation will have no effect on the General Fund Operating Reserve. This grant does not require any matching contribution. The funding will serve to supplement public safety and will not supplant existing effort.

SW

Attachment #1 - Resolution Approving Submittal of Application
Attachment #2 – JAG Grant Application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS

WHEREAS, City Council Resolution No. 12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, U.S. Department of Justice grant funds in the amount of $111,981 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program has been allocated to law enforcement agencies within the County of Ventura; and

WHEREAS, a joint application for JAG funds must be submitted by law enforcement agencies within the County of Ventura; and

WHEREAS, the County of Ventura and the Cities of San Buenaventura, Thousand Oaks and Simi Valley have designated the City of Oxnard as the lead agency and fiscal agent for the JAG; and

WHEREAS, the Police Department has requested that City Council approve the submittal of a joint application to the U.S. Department of Justice for $111,981 in JAG funds, with the City's portion to be used for comparators, a virtual server, and network storage.

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

1. The City Manager is authorized to execute and submit a grant application for the Edward Byrne Memorial Assistance Grant (JAG) Formula Program.

2. The City Manager is authorized to execute a Memorandum of Understanding with the County of Ventura and the Cities of San Buenaventura, Thousand Oaks and Simi Valley, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.

3. The City Manager or designee is authorized to execute grant agreements.

4. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

5. The Chief of Police or designee is authorized to submit all program related

PASSED AND ADOPTED this 2nd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTACHMENT #1
PAGE 2 OF 2

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name City of Oxnard	Organizational Unit Oxnard Police Department
Address 305 West 3rd Street Oxnard, California 93030-5790	Name and telephone number of the person to be contacted on matters involving this application Van Atta, Amy (805) 385-7653
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 95-6000756	7. TYPE OF APPLICANT Municipal
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Ventura County Edward Byrne Memorial JAG FY2013
12. AREAS AFFECTED BY PROJECT Ventura County	
13. PROPOSED PROJECT Start Date: October 01, 2012 End Date: September 30, 2016	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project CA23 CA25 CA24 CA26

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
Federal	$111,981	Program has not been selected by state for review
Applicant	$0	
State	$0	
Local	$0	
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	$111,981	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

ATTACHMENT NO. 2
PAGE 1 OF 14

CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2013 LOCAL SOLICITATION
PROGRAM NARRATIVE
ATTACHMENT 1

The five (5) Ventura County agencies jointly applying for this grant will utilize funding for enhancement items, including: comparators, a virtual server, network storage, ballistic shields, vest carriers, digital recorders, televisions, holsters, computers, command center supplies, EZ Up, lighting systems, iPhone mounts, surveillance tools, evidence storage, and funding for the Southern California High Tech Task Force. The various expenditures are needed to improve the safety and quality of life of the residents and visitors of Ventura County. The grant funding will be distributed as follows:

Jurisdiction Name	5% Fee	Equipment	Supplies	Other	Total
Ventura County	680		12,921		13,601
Oxnard City	2,640	50,166			52,806
San Buenaventura City	1,214			23,070	24,284
Simi Valley City	508		9,642		10,150
Thousand Oaks City	557		10,583		11,140
Total	5,599	50,166	33,146	23,070	111,981

Total Allocation $111,981

The City of Oxnard, as lead agency, will be charging a 5% administrative fee.

The expenditures will be segregated by the City of Oxnard Grants Division with an assigned grant/project number and account numbers specifically allocated to this grant. The activities will begin upon approval of the grant application. The various agencies will track their performance objectives and submit them to the City of Oxnard prior to each reporting period.

CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2013 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 2

Budget Summary

Jurisdiction Name	5% Fee	Equipment	Supplies	Other	Total
Ventura County	680		12,921		13,601
Oxnard City	2,640	50,166			52,806
San Buenaventura City	1,214			23,070	24,284
Simi Valley City	508		9,642		10,150
Thousand Oaks City	557		10,583		11,140
Total	5,599	50,166	33,146	23,070	111,981

Total Allocation $111,981

Budget Narrative

The Ventura County agencies are requesting grant funding for the following items, described by category:

Equipment

Oxnard City:	Comparator		$22,000
	Network Storage		$18,166
	Virtual Server		$10,000

Supplies

County of Ventura:	Meals Ready to Eat	7 cases x $72	$504
	Tuff Shed Storage Building		$3,174
	Refrigerator		$118
	Infrared security cameras	2 x $795	$1,590
	Laptop and accessories		$1,760
	12-volt jump starters	5 x $130	$650
	Night vision binoculars	4 x $500	$2,000
	Armory safe		$1,820
	Desk		$1,305
Simi Valley:	Ballistic Shields	3 x $3,150 + tax/s&h	$9,642
Thousand Oaks:	IPads and accessories	2 x $1,250	$2,500
	Television and mount		$500
	120 volt chargers	2 x $891	$1,782
	Hard drive		$200
	Thumb drives	5 x $50	$250
	DVD player		$202

ATTACHMENT NO. 2
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Laptop computer and software		$1,344
Remote area lighting systems	2 x $877.50	$1,755
EZ Up canopy		$1,600
Ram mounts for iPhones	9 x $50	$450

Other

San Buenaventura:	Southern California High Tech Task Force	$23,070

Administrative Fee

The City of Oxnard shall receive 5% ($5,599) of the total award amount to cover costs in administering the grant during the grant period.

CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2013 LOCAL SOLICITATION
REVIEW NARRATIVE
ATTACHMENT 3

A public notice was published in the VC Reporter and Vida on June 20, 2013 to announce the opportunity to comment on this grant application. Copies of the grant application were made available for public review on the City of Oxnard's website: www.ci.oxnard.ca.us and hardcopies were made available at both the Oxnard Library's Help Desk and the City Clerk's Office on June 27, 2013. The grant application was made available to the public and was heard before the Oxnard City Council on Tuesday, July 2, 2013.

The signed Memorandum of Understanding is attached to this application.

CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2013 LOCAL SOLICITATION
ABSTRACT NARRATIVE
ATTACHMENT 4

The City of Oxnard shall serve as the lead agency for the following Ventura County agencies:
County of Ventura; cities of: Oxnard, San Buenaventura, Simi Valley and Thousand Oaks. The agencies are submitting this Edward Byrne Justice Assistance Grant (JAG) FY 2013 Local Solicitation application with the intention of utilizing funds to improve local law enforcement efforts. The agencies share the goals of using the requested grant funding to avoid reductions and eliminations of vital equipment and supply purchases to enhance public safety. The goal of addressing crime in the community will be assisted with the various equipment and supplies expenditures proposed. The strategies used are having each participating agency assess its needs and submit them to the City of Oxnard. The major deliverables are the timely purchases and payments necessary to enhance each agency. The coordination plans are each agencies timely submission for reimbursement of their approved expenditures to the City of Oxnard. The agencies will be given deadlines for their submissions to the City of Oxnard so the necessary reporting requirements will be adhered to in a timely manner through the Grants staff.

The top five project identifiers associated with this grant funding are the following:

1. Computer software/hardware – network storage and server
2. Communications – comparator
3. Task Forces – Southern California High Tech Task Force
4. Officer Safety – ballistic shields
5. Supplies – Command Post, surveillance, investigation and traffic supplies

JAG APPLICATION NUMBER: BJA-2013-3599
City of Oxnard Agreement # A-7597

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OXNARD, CALIFORNIA, ON ONE HAND, AND THE COUNTY OF VENTURA, CALIFORNIA, AND THE CITIES OF THOUSAND OAKS, SAN BUENAVENTURA AND SIMI VALLEY, CALIFORNIA, ON THE OTHER HAND

Edward Byrne Memorial Justice Assistance Grant Formula Program ("JAG"):
FY 2013 Local Solicitation

This Agreement ("Agreement") is made and entered into on this 1st day of July, 2013, in the State of California, County of Ventura, by and between the City of Oxnard ("Oxnard"), on one hand; and on the other hand: the County of Ventura ("County"), and the Cities of Thousand Oaks, San Buenaventura and Simi Valley; all entities within the County of Ventura, California.

WHEREAS, each party to this Agreement, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each party to this Agreement finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the Agreement: and

WHEREAS, all parties to this Agreement believe it to be in their best interests to procure JAG funds.

NOW THEREFORE, the parties entering into this Agreement stipulate/agree as follows:

Section 1.
All parties stipulate that Oxnard shall serve as the lead agency for this grant project. The lead agency shall serve as the fiscal agent for this grant and will submit a joint application on behalf of the parties to this Agreement. Oxnard shall assume the role of coordinating the application and administration of the grant.

Section 2.
The JAG allocation list is established by the Bureau of Justice Assistance (BJA) and indicates the amount for which each unit of local government is eligible to apply. The amounts prescribed in this allocation list shall be referred to hereinafter as agency "Base Award Eligibility". The Base Award Eligibility figures are listed in the table in Section 3, below.

Oxnard shall apply a fee of five percent (5%) to all agency's' Base Award Eligibility. This percentage shall be applied to costs related to administering the grant during its four year reporting period. Five percent shall be deducted from each party's Base Award Eligibility amount and allocated to Oxnard. The modified agency award amounts are reflected in the "Adjusted Award" portion of the table in Section 3, below.

Section 3.
Parties agree that Oxnard shall allocate the $111,981 JAG award in the following manner to the parties entering into this Agreement as follows:

JAG APPLICATION NUMBER: BJA-2013-3599
City of Oxnard Agreement # A-7597

Agency	Agency Base Award Eligibility	Lead Agency Administration Fee (5%)	Agency Adjusted Award Amount
VENTURA COUNTY	$13,601	$680	$12,921
OXNARD CITY	$52,806	$2,640	$50,166
SAN BUENAVENTURA CITY	$24,284	$1,214	$23,070
SIMI VALLEY CITY	$10,150	$508	$9,642
THOUSAND OAKS CITY	$11,140	$557	$10,583
CITY OF OXNARD ADMINISTRATION FEE			**$ 5,599**
	$111,981	**$5,599**	**$111,981**

Section 4.
JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

Section 5.
All parties to this Agreement shall develop individualized spending plans as to each party's respective grant allocation. JAG funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose.

Section 6.
Awards are made in the first fiscal year of the appropriation and may be expended during the following three (3) years, for a total of four (4) grant period years.

All parties to this Agreement should anticipate that awards under this grant are one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional Department of Justice funding.

Section 7.
Parties to this Agreement are aware that each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If parties to this Agreement draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Parties to this Agreement understand that recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in meeting reporting requirements.

Section 8.
No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters)
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar matters

Section 9.
All parties to this Agreement shall designate a point of contact for matters pertaining to the JAG grant, and shall notify Oxnard in the event of any changes. A list of contact persons is attached to this Agreement as Exhibit A.

Section 10.
All parties to this Agreement shall provide financial reporting documentation, as prescribed in the terms of the JAG grant, to Oxnard in a timely manner.

All parties to this Agreement must certify that they will satisfy reporting requirement, which requires detailed reporting (including reporting on sub-awards) not later than ten calendar days after the end of each calendar quarter. In order for the lead agency (Oxnard) to meet this demand, all parties must submit their quarterly reports to Oxnard within four days after the end of each calendar quarter beginning October of 2013.

Section 11.
Nothing in the performance of this Agreement shall impose any liability for claims against Oxnard other than claims for which liability may be imposed by the California Tort Claims Act.

Section 12.
Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 13.
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 14.
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 15.
All parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

Agreed to on this 1st of July, 2013.

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

COUNTY OF VENTURA

Michael Powers, County Executive Officer

CITY OF SAN BUENAVENTURA

Mark Watkins, City Manager

CITY OF SIMI VALLEY

Eric Levitt, City Manager

CITY OF THOUSAND OAKS

Scott Mitnick, City Manager

JAG APPLICATION NUMBER: BJA-2013-3599
City of Oxnard Agreement # A-7597

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Jeri Williams, Oxnard Chief of Police

ATTACHMENT NO. 2
PAGE 11 OF 14

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2012 LOCAL SOLICITATION

CITY OF OXNARD

Mary Diamond
Financial Services Manager
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7612
mary.diamond@oxnardpd.org

Scott Whitney
Assistant Police Chief
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7751
scott.whitney@oxnardpd.org

Amy Van Atta
Grants Specialist
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7653
amy.vanatta@oxnardpd.org

COUNTY OF VENTURA

OFFICE OF THE SHERIFF

Patricia Salas
Captain
Ventura County Sheriff's Department

800 South Victoria Avenue
Ventura, CA 93009

(805) 654-2881
patti.salas@ventura.org

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2012 LOCAL SOLICITATION

CITY OF THOUSAND OAKS

James Fryhoff
Captain
Ventura County Sheriff's Department

2101 East Olsen Road
Thousand Oaks, CA 91360

(805) 494-8248
james.fryhoff@ventura.org

CITY OF SIMI VALLEY

Eric Levitt
City Manager
City of Simi Valley

2929 Tapo Canyon Road
Simi Valley, CA 93063

(805) 583-6701
elevitt@simivalley.org

David Livingstone
Lieutenant
Simi Valley Police Department

3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6914
dlivings@simivalley.org

Suzanne Daunt
Senior Management Analyst
Simi Valley Police Department
3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6915
sdaunt@simivalley.org

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2012 LOCAL SOLICITATION

CITY OF SAN BUENAVENTURA

Ken Corney
Chief of Police
Ventura Police Department

1425 Dowell Drive
Ventura, CA 93003

(805) 339-4400
kcorney@ci.ventura.ca.us

Roger Wang
Business Services Officer
Ventura Police Department

1425 Dowell Drive
Ventura, CA 93003

(805) 339-4421
rwang@ci.ventura.ca.us

CITY OF OXNARD CALIFORNIA

Meeting Date: 7/2/2013

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: Michael More MM Agenda Item No. J-2

Reviewed By: City Manager JLD City Attorney SMF Finance J.C Other *(Specify)*

DATE: June 26, 2013

TO: City Council

FROM: James Cameron James Cameron
Chief Financial Officer

SUBJECT: **Five Year Capital Improvement Program for Fiscal Years 2013-14 to 2017-18**

RECOMMENDATION

That City Council receive and approve the Five-Year Capital Improvement Program (CIP) for Fiscal Years 2013-14 to 2017-18.

DISCUSSION

Annually, in conjunction with the adoption of the City's budget, the City Council approves budget policies including those related to the CIP. These policies call for the development of a CIP for Council review and approval every other year or as needed based on economic and funding outlooks. The CIP is prepared in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and City-wide master plans for related infrastructure improvements.

The total 5-year CIP includes approximately $562 million in capital project requests, for an average annual request of $112 million, as follows:

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	Total	Percentage
Water	$ 19,125,000	$ 58,624,800	$ 7,150,000	$ 20,150,000	$ 91,400,000	$ 196,449,800	34.97%
Wastewater	$ 5,400,000	$ 25,450,000	$ 32,450,000	$ 17,925,000	$ 23,400,000	$ 104,625,000	18.62%
Federal Grant Eligible	$ 7,671,000	$ 5,800,000	$ 11,831,900	$ 5,700,000	$ 3,000,000	$ 34,002,900	6.05%
Circulation (Traffic Impact Fees)	$ 7,600	$ 319,000	$ 1,557,600	$ -	$ 8,500,000	$ 10,384,200	1.85%
Other	$ 3,115,587	$ 534,000	$ 286,000	$ 228,000	$ -	$ 4,163,587	0.74%
Unfunded	$ 51,721,487	$ 45,467,000	$ 34,330,000	$ 25,800,000	$ 54,850,000	$ 212,168,487	37.77%
Totals	**$ 87,040,674**	**$ 136,194,800**	**$ 87,605,500**	**$ 69,803,000**	**$ 181,150,000**	**$ 561,793,974**	**100.00%**

Approximately 53% of these projects are to be funded through Water and Wastewater revenues from a combination of operating revenues, connection and other developer fees, and future bonds. Many projects are eligible for federal grants; however, inclusion in the CIP does not imply that those funds have been awarded. Similarly, Circulation (Traffic Impact) Fee eligible projects have been included,

but funding will depend on future development activity. "Other" consists of aggregated funding sources under 1% of total including Information Systems ISF funds, Quimby funds, and Community Facilities District funds. Finally, 38% of requested projects are unfunded, and consist largely of basic infrastructure needs of the City such as parks, streets, alleyways, and storm drains. Unfunded projects have been included in the year requested; however, to the extent funding is not identified, staff recommends that those projects be shifted out two years.

Based on tonight's action, staff will include approved projects for adoption in the Fiscal Years 2013-14 & 2014-15 Two-year Budget (attachment 2).

FINANCIAL IMPACT

The five-year CIP includes identified funding of $26,532,159 for FY 13-14 and $84,124,800 for FY 14-15 as follows:

FY 13-14		FY 14-15	
Information Systems ISF	$ 774,000	Circulation Fees	$ 50,000
Air Pollution Buy-Down	180,000	Water Funds	58,624,800
CDBG	500,000	Wastewater Funds	25,450,000
Quimby Funds	553,159		
Water Funds	19,125,000		
Wastewater Funds	5,400,000		
Totals	**$26,532,159**		**$84,124,800**

Attachment #1: Five Year Capital Improvement Program
Attachment #2: List of Funded Projects in FYs 2013-14 and 2014-15

Note: Attachment number 1 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

List of Funded Projects in FYs 2013-14 and 2014-15

Department/ Division	Project Title	FY 2013-14	FY 2014-15
City Manager: Information Technology	High Speed Fiber Optic Connections	$ 240,000	
	Network Infrastructure Upgrade	534,000	
	Sub-total	$ 774,000	$ -
Development Services	Transit Stops 2012-15	180,000	
	Camino Del Sol Extension and Railroad Crossing		$ 50,000
	Sub-total	$ 180,000	$ 50,000
General Services: Parks and Facilities Development	Campus Park Gym Remodel Phase II	500,000	
	Cypress Park Improvements	357,079	
	Orchard Park Rehabilitation Project	196,080	
	Sub-total	$ 1,053,159	$ -
Water: Distribution	Cast Iron Pipe Replacement Program	2,900,000	2,900,000
	Concentrate Collection System	2,400,000	17,600,000
	Recycled Water Distribution E. Hueneme Road	800,000	20,000,000
	Recycled Water Reservoir Phase I		5,000,000
	Sub-total	$ 6,100,000	$ 45,500,000
Water: Procurement	Computerized Maint Mgmt Sys & Customer Svc Upgrade		250,000
	Sub-total	$ -	$ 250,000
Water: Production	AWPF Storm Water Treatment Phase 1	2,500,000	
	Blending Station #2 Rehab Phase 1 (Valves & SCADA)	500,000	
	Wtr Campus Drainage & Security Impr Design & Const	1,775,000	
	AWPF Ph 1B Land Acquisition	8,000,000	6,374,800
	Blending Station #1 Dist. & System Improvements	250,000	6,500,000
	Sub-total	$ 13,025,000	$ 12,874,800
Wastewater: Collection System	Central Trunk Condition Assessment & Manhole Reconstructio	200,000	1,000,000
	Wastewater Collection System Flow Monitoring	500,000	500,000
	Computerized Maint Mgmt Sys & Customer Svc Upgrade		125,000
	Headworks Meter Vaults/Vortex Structure Recoating		1,000,000
	La Colonia Sewer Replacement		5,000,000
	Sub-total	$ 700,000	$ 7,625,000
Wastewater: Storm Water Quality	Oxnard Ind. Drain Stormwater Treatment Feas. Study	400,000	
	Sub-total	$ 400,000	$ -

List of Funded Projects in FYs 2013-14 and 2014-15

Department/ Division	Project Title	FY 2013-14	FY 2014-15
Wastewater:			
Treatment Plant	WWTP Biotower Rebuild & Screen	3,000,000	
	WWTP PLCs/LCPs Replacement	1,000,000	
	WWTP Cathodic Protection System Rehabilitation	250,000	200,000
	WWTP Mnt Bldg Kitchen, Restrooms & Locker Rm Rehab	50,000	200,000
	Computerized Maint Mgmt Sys & Customer Svc Upgrade		125,000
	Wastewater Treatment Plant Gravity Thickener Rehab		6,800,000
	WWTP AST Diffusers Replacement		6,000,000
	WWTP Biosolids Storage		500,000
	WWTP Cogeneration Replacement		300,000
	WWTP Digester Gas Management System Rehabilitation		2,000,000
	WWTP Electrical MCCs Upgrades		200,000
	WWTP RAS, WAS, VFDs Replacement		1,500,000
	Sub-total	$ 4,300,000	$ 17,825,000
Total		**$ 26,532,159**	**$ 84,124,800**

MINUTES

AGENDA ITEM NO.
S-1

OXNARD CITY COUNCIL
Regular Meeting
May 7, 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 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; and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Martin Jones and Bert Perello. The City Attorney commented on the CA Code reference number being cited.

C. CLOSED SESSION

At 5:38 p.m. the City Council 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 City of Oxnard et al. v. Malcolm Pirnie, Inc., et al.; Los Angeles Superior Court, Case No. BC469176.

The City Council 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 549569 and 54857.6, 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 7:15 p.m. the City Council reconvened and recessed.

D. OPENING CEREMONIES

At 7:17 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Rob Roshanian, Interim Public Works Director; Stephen Fisher, Assistant City Attorney; Curtis P. Cannon, Community Development Director; Scott Whitney, Assistant Police Chief; Michael Henderson, General Services Manager; Roger Brooks, Code Inspector.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Resolution to Mike O'Malia for over Forty-Four Years of Outstanding Service to the City of Oxnard. (001)
RECOMMENDATION: Approve **Resolution No. 14,315**.
DISCUSSION: Mayor Flynn presented Michael O'Malia, Interim Fire Chief, a resolution for service to the community. Mr. O'Malia thanked the Council, Fire Department staff, and the community. He briefly commented on his long service to the community.
ACTION: Approve as recommended. (Ramirez/MacDonald) unanimously.

2. SUBJECT: Presentation of Resolution to Saul Medina for Service on the Planning Commission. (003)
RECOMMENDATION: Approve **Resolution No. 14,316**.
DISCUSSION: Mayor Flynn presented a resolution Saul Medina who thanked City staff and commented on several Planning projects.
ACTION: Approve as recommended. (Ramirez/Padilla) unanimously.

3. SUBJECT: Presentation of 30th Annual Strawberry Festival Poster.
DISCUSSION: William Belcher presented the 30th annual poster of the Strawberry Festival and invited the community to attend the Strawberry Festival.

Q. APPOINTMENT ITEMS

City Manager Department

1. SUBJECT: Study Session for Future City Park Development.
RECOMMENDATION: Receive a verbal report and provide direction to staff regarding future park development.
DISCUSSION: The General Services Manager reviewed the master plans, estimated build-out costs and current status of College Park, East Village Park and Southwest Park. He commented on the recreational demands and some sites still need plans and specifications. The Chief Financial Officer commented on the cost of a possible bond.

At 7:59 p.m., Councilman MacDonald left the meeting due to possible conflict of interest. The General Services Manager reviewed the master plan, estimated costs, current status of Campus Park including airport restrictions and requests for a possible botanical garden.

At 8:23 p.m., Councilman MacDonald returned to the Council meeting.

Public comments from Pat Brown; Martin Jones; Bert Perello; Daniel Lechliter, and Rebecca Ralph.

The General Services Manager reviewed the Park Conservative guidelines, property boundaries of College Park and making the boundary information available to the public.

The Council commented on park replacement costs, possible funding sources, possibility of having botanical garden (Japanese garden) within the City, possible pool at Campus Park/funding options, possible small park projects and restrooms facilities.

ACTION: Provided comments to staff.

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: Planning and Zoning Permit No. 12-580-01 (Zone Code Text Amendment), Regulations Concerning Operation of Mobile Food Facilities, Citywide. (079)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance amending Chapters 8 and 16 of the City Code concerning operation of mobile food facilities citywide.
DISCUSSION: The Planning and Environmental Services Manager reviewed several issues including proposed restrictions regarding temporary use permit (TUP), time restrictions, location restrictions, restrooms requirements, signage restrictions, security deposit and community outreach. The Code Inspector stated only had received one complain regarding noise. Betty Huff, Ventura County Health representative, commented on cost requirements, inspections, permits, and renewal period.

   Public comments received from: Pat Brown; Lizette Cuevas; Ruben Chavez; Alejandro Rivera; Al Velasquez; Bert Perello; Saul Medina; Abel Magana; Marco Solario; Roy Prince; Jose Gerox; Arlene Cuevas; Eladio Quintero; Juliana Hurtado; Angelina Gonzalez; Janet Hernandez; Jose Montez and Daniel Lechliter.

At 9:59 p.m. Councilman MacDonald left the meeting.

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

At 10:03 p.m. Councilman MacDonald returned to the meeting.

DISCUSSION: The Assistant City Attorney discussed parking regulations, legal status, zoning authority, safety issues and providing a limit number of SUP permits.

The Chief Financial Officer stated that tax revenue information was not available.

The Council discussed County Health permits, tax revenue, legal standing, parking issues, and having permitted areas.

ACTION: Directed staff to return to Council with information regarding tax revenue, zoning issues, parking requirements, enforcement and legal issues. The City Council concurred to form an ad hoc committee of Councilmembers MacDonald and Ramirez.

R. STUDY SESSION

Recreation and Community Services Department

1. SUBJECT: "Aquatics/Learn to Swim" Program Discussion. (193)
RECOMMENDATION: Continue to May 14, 2013.
ACTION: The Council concurred to continue item.

Fire Department

2. SUBJECT: Study Session on Ocean Lifeguard Services. (197)
RECOMMENDATION: Continue to May 14, 2013.
ACTION: The Council concurred to continue item.

L. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and one written communications were received.

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. (139)
RECOMMENDATION: Adopt **Resolution No. 14,317,** Certification of East Village Annexation Phase III Final Environmental Impact Report (FEIR) No. 11-01; Adopt **Resolution No. 14,318,** approval of Planning and Zoning Permit (PZ) No. 11-610-01 (Annexation); and Adopt first reading by title only and subsequent adoption of **Ordinance No. 2867** amending the City zone map (PZ No. 11-560-01) for prezoning the East Village Phase III Annexation area.
DISCUSSION: The Community Development Director outlined the proposal to annex the property without any development plan and guidelines of LAFCO. The Chief Financial Officer commented on the property value after annexation.

Mark Petit, representing Maulhardt property, discussed: 1) the annexation be submitted to LAFCO; 2) history of property; 3) the annexation process; and 4) the urban village concept. George Lauterbach, architect, commented on past approvals for property annexation and that the property owners would follow the 2030 General Plan.

Public comments received from: Bert Perello; Francine Castanon; Eileen Tracy; Al Velasquez; Lyn Maulhardt; Woodrow Thomas; and Pat Brown.

ACTION: Moved to close public comments (MacDonald/Ramirez) unanimously.

DISCUSSION: The Council discussed several issues regarding annexation of property including having an attractive community, zoning control of property, traffic issues, affordable housing plan, the 2030 General Plan and current water use.

ACTION: Move to approve as recommended. (MacDonald/Ramirez) Ayes: Ramirez, MacDonald, Padilla, and Flynn.

Housing Department

3. 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).
RECOMMENDATION: Continue to May 21, 2013.
ACTION: Moved to continue (Ramirez/Flynn) unanimously.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Pat Brown, Eileen Tracy, Steve Nash and Bert Perello.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim City Manager (I-1 (E)); General Services Manager (I-I(D)); Police Chief/Deputy City Manager (I-1(C)) and Development Services Director (I-4).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Pat Brown (I-4); and Dan Pieldo (I-6).

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (005)
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.

City Treasurer Department

2. SUBJECT: Quarterly Investment Report for the Third Quarter F/Y 2012-2013. (009)
RECOMMENDATION: Accept the Quarterly Investment Report for the Third Quarter F/Y 2012-2013.

Development Services Department

3. SUBJECT: Relinquishment Agreement with Caltrans for Wagon Wheel Road. (017)
RECOMMENDATION: Approve and authorize the Mayor to approve the Relinquishment Agreement with Caltrans that will result in the City taking ownership of Wagon Wheel Road and give authority to the City Manager to approve minor agreement modifications.

4. SUBJECT: Second Reading 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. (025)
RECOMMENDATION: Second reading and adoption.

Housing Department

5. SUBJECT: US Department of Housing and Urban Development Continuum of Care Grant Awards. (029)
RECOMMENDATION: 1) Authorize the Interim City Manager to execute any agreements necessary to accept the grant award; and 2) Authorize the Interim City Manager to appropriate funds upon award.

Police Department

6. SUBJECT: Second Reading of **Ordinance No. 2865** to Amend Vending Provisions of Oxnard City Code Relating to Vending Near Schools and Day-Care Centers. (039)
RECOMMENDATION: Second reading and adoption.

Public Works Department

7. SUBJECT: Third and Fourth Amendments to Agreement with AECOM Technical Services, Inc. (A-7230) for Grant Management and Construction Management Services for the Effluent Sampling Facilities Project. (041)
RECOMMENDATION: Ratify the Third Amendment and approve and authorize the Mayor to execute the Fourth Amendment to the agreement with AECOM Technical Services, Inc. (A-7230) to increase the amount by $316,882 from a total of $6,800,021 to $7,116,903 for continued grant management and construction management services for the Effluent Sampling Facilities Project and to extend the Agreement term from April 30, 2013 to August 31, 2014.

8. SUBJECT: Agreement with Weck Laboratories, Inc. for Laboratory Chemical Testing and Sampling for the Water Resources Division. (053)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Weck Laboratories, Inc. (A-7583) for an amount not exceed $900,000 for three (3) years for laboratory chemical testing and sampling for the Water Resources Division.

9. SUBJECT: Rubberized Asphalt Grant Program for Street Resurfacing. (077)
RECOMMENDATION: Approve the appropriation of funds in the amount of $250,000 to include $139,747.25 to the Blackstock South Neighborhood Street Reconstruction Project and $110,252.75 to the Ventura Road Utility Improvement Project from the Rubberized Asphalt Grant Program.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

M. REPORT OF CITY MANAGER

The City Manager commented on "Bike to Work" week activities.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: the "City Manager" selection process and requested a future report; having "no tolerance" programs in the community; scheduling (timing) of "public comments" during Council meeting; community meeting discussing Fire Station 8; and proper public protocol during council meetings.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 12:29 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

D-A

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
May 14, 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; 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 5:34 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), 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. 56-2012-00419885-CU-WM-VTA.

At 5:58 p.m. the City Council reconvened and recessed.

Q. APPOINTMENT ITEMS

At 6:01 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers.

Finance Department

1. SUBJECT: Budget Study Session – Street Funding Discussion. (001)
RECOMMENDATION: Receive information regarding street funding and provide guidance to staff for the Fiscal Years 2013-14 and 2014-15 Two-Year Budget.
DISCUSSION: The Chief Financial Officer reviewed the funding of street maintenance, grant funding, gas tax use and use of Measure "O" funds. He forecasted the costs to repair residential neighborhood street/city roads and possible funding sources. The Streets Manager reviewed the resurfacing repair program, new materials being used, street use of commercial vehicles, street repair schedule and funding.

Public comments were received from: Jim Lavery; Orlando Dozier; Francine Castanon; Steve Nash; Lupe Anquiano; Bert Perello; Linda Calderon; and Harold Ceja.

The Council discussed: emergency repairs, use of Measure "O" and road maintenance goals.

The Interim Public Works Director stated that staff return to present options to the Council.

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

D. OPENING CEREMONIES

At 7:09 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Successor Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; Curtis P. Cannon, Community Development Director; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michael Henderson, General Services Manager; Grace Magistrale Hoffman, Deputy City Manager; Lou Balderrama, City Engineer; Martin Erickson, Special Assistant to the City Manager; Daniel Rydberg, Construction and Maintenance Superintendent; Phillip Gregoire, Streets Manager; and Sofia Balderrama, Special Projects Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Proclaim the week of May 19 to May 25 "Public Works Week" in the City of Oxnard.
   DISCUSSION: Mayor Flynn presented Daniel Rydberg, Construction and Maintenance Superintendent, a proclamation who thanked the Council for recognizing the work of the Public Works Department.

2. SUBJECT: Police Officer of the Year.
   DISCUSSION: Police Chief Williams and Police Officer Chris Williams introduced Hannah Estrada as Police Officer of the Year. She thanked the Council for the recognition.

3. SUBJECT: Presentation of State Farm Insurance Grant Award to the Police and Fire Departments.
   ACTION: Eddie Martinez and Irene Henry from State Farm presented checks to the Oxnard Police Department and Fire Department.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Steve Nash; Jesus Gonzales; Gloria Roman; William "Bill" Terry; Roy Prince; Margaret Cortese; Linda Calderon; Pat Brown; Jim Lavery; Bert Perello; and Martin Jones.

R. STUDY SESSION

Recreation and Community Services Department

1. SUBJECT: "Aquatics/Learn to Swim" Program Discussion. (333)
   RECOMMENDATION: Receive information regarding "Aquatics/Learn to Swim" Program and provide guidance to staff.
   DISCUSSION: The Special Projects Manager reviewed the swim programs within the city and the recreational swimming schedule and use of local swimming pools. The Interim City Manager spoke of the swimming program funding before Proposition 13.

DRAFT

At 7:49 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 7:54 p.m., Mayor Flynn was present and presided.

Public comments were received from: Jim Hensley; Bert Perello; Pat Brown; William Terry; and Harold Ceja;

The Council discussed: the use of Colonia pool, funding of a community pool, and possible locations to build a pool.

ACTION: Provided comments to staff.

Fire Department

2. SUBJECT: Study Session on Ocean Lifeguard Services. (337)
RECOMMENDATION: Conduct a study session on Ocean Lifeguard Services.
DISCUSSION: Fire Chief Williams and Firefighter Dan Nahmias reviewed a proposed Lifeguard program including costs, location of life towers, staffing schedule and having a Junior Life guard program.

Public comments received from Jim Hensley; Pat Brown; Bert Perello; Manuel Vazquez; Gloria Roman and Harold Ceja.

The Council discussed having a lifeguard program, funding of the life guard program and possible economic benefits of having beach lifeguards.

ACTION: Provided comments to staff.

O. REPORTS

Finance Department

1. SUBJECT: General Fund Financial Review. (325)
RECOMMENDATION: Receive a report on General Fund financial projections.
DISCUSSION: The Chief Financial Officer commented on the general fund including PAC costs, Golf course and decrease of overtime costs.

Public comments received from: Jim Lavery and Bert Perello.

ACTION: Received report and provided comments to staff.

S. PUBLIC COMMENTS ON STUDY SESSION

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.

DRAFT

Housing Department

1. SUBJECT: Re-Allocation of 2012-13 Emergency Solutions Grant Funds Between Existing Projects. (323)
RECOMMENDATION: 1) Approve the First Amendment of the Fiscal Year 2012-2013 Annual Action Plan (Plan); and 2) Approve the Re-Allocation of funds between projects of the FY 2012-2013 Emergency Solutions Grant (ESG) Award.

DISCUSSION: The Housing Director discussed the funding of training.

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: General Services Manager (I-3); Chief Financial Officer (I-7); Chief Financial Officer and General Manager (I-8); and Police Chief (I-9).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Mike Barber; William "Bill" Terry; Jim Lavery; Bert Perello; Pat Brown; and Gloria Roman.

I. INFORMATION/CONSENT AGENDA

Finance Department

7. SUBJECT: Loan from Water Fund to Golf Course Fund. (215)
RECOMMENDATION: Approve a loan agreement by and between the Water Fund and the Golf Course Fund in the amount of $1,348,277.
ACTION: Moved to table item to June 4, 2013. (Padilla/Flynn) Ayes: Padilla, Flynn and Ramirez. Noes: MacDonald.

8. SUBJECT: Loan from General Fund to Golf Course Fund. (219)
RECOMMENDATION: Approve a loan agreement by and between the General Fund and the Golf Course Fund in the amount of $1,738,799.
ACTION: Moved to table item 7 and 8 to June 4, 2013. (Padilla/Flynn) Ayes: MacDonald, Padilla, Flynn and Ramirez.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (013)
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.

DRAFT

3. SUBJECT Scheduling of Public Hearing and Adoption of Resolutions to Declare Intent to Levy FY 2013-2014 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26. (015)
RECOMMENDATION: 1) Adopt resolutions declaring City Council's intention to levy FY 2013-2014 assessments for Landscape Maintenance Districts Nos. 1 through 3, and 7 through 26 in the following tracts: **Resolution No. 14,319** Tract No. 2247, District No. 1 (Summerfield); **Resolution No. 14,320** Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park); **Resolution No. 14,321** Tract No. 3384, District No. 3 (River Ridge); **Resolution No. 14,322** Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park); **Resolution No. 14,323** Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields); **Resolution No. 14,324** Tract No. 4405, District No. 10 (Country Club Estates); **Resolution No. 14,325** Tract No. 4376, District No. 11 (St. Tropez); **Resolution No. 14,326** Tract No. 4294, District No. 12 (Standard Pacific); **Resolution No. 14,327** Tract No. 4424, District No. 13 (Le Village); **Resolution No. 14,328** Tract No. 4492, District No. 14 (California Cove); **Resolution No. 14,329** Tract No. 4443, District No. 15 (Pelican Pointe); **Resolution No. 14,330** Tract No. 4810, District No. 16 (California Lighthouse); **Resolution No. 14,331** Tract No. 4702, District No. 17 (Village of San Miguel); **Resolution No. 14,332** Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415, 425, District No. 18 (St. John's Regional Medical Center); **Resolution No. 14,333** Tract No. 4827, District No. 19 (Shopping at the Rose); **Resolution No. 14,334** Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center); **Resolution No. 14,335** Tract Nos. 3384-7, 8, District No. 21 (Cypress Pointe); **Resolution No. 14,336** Tract No. 4611, District No. 22 (McDonald's Median); **Resolution No. 14,337** Tract No. 4529, District No. 23 (Greystone); **Resolution No. 14,338** Tract No. 4529, District No. 24 (Vineyards); **Resolution No. 14,339** Tract No. 4840, District No. 25 (The Pointe), and **Resolution No. 14,340** Parcel Map No. 202-0-010-685, District No. 26 (Albertson's); and 2) Set a public hearing for June 18, 2013, on the levy of the proposed assessments in Landscape Maintenance District Nos. 1 through 3, and 7 through 26.

Development Services Department

5. SUBJECT: Planning & Zoning Permit No. 13-300-01 (Final Map for Tract 5885), Located at 278 South Rice Ave., 2600 Challenger Pl., and 150, 300, 350, 400 & 401 Discovery Dr. (the northeast corner of South Rice Avenue and East Fifth Street). Filed by Triliad Development on behalf of the property owner PEGH Investments, LLC. (201)
RECOMMENDATION: Adopt **Resolution No. 14,341** approving Planning & Zoning Permit No. 13-300-01 (Final Map for Tract 5885) to subdivide one parcel into seven lots, located at the northeast corner of South Rice Avenue and East Fifth Street.

6. SUBJECT: Second Reading of **Ordinance No. 2867** Prezoning of East Village Phase III. (211)
RECOMMENDATION: Second reading and adoption.

Police Department

9. SUBJECT: Authorization for the Lease-Purchase of Police Vehicles. (223)
RECOMMENDATION: Approve a special budget appropriation in the estimated amount of $619,424 from the Master Equipment Lease Purchase Agreement (A-7211) for the acquisition of various police vehicles in Fiscal Year 2012-13, and authorize such changes to the documents and lease amount as may be necessary to reconcile to the total final cost of the vehicles.

Public Works Department

10. SUBJECT: Approval of Award of Contract to Speiss Construction Company, Inc. for PW12-17 Effluent Sampling Facilities Project for the City's Wastewater Treatment Plant. (235)
RECOMMENDATION: Approve and authorize the Mayor to execute Contract with Speiss Construction Company, Inc. (A-7584) in the amount of $1,280,450.00 for the Effluent Sampling Facilities Project for the City's Wastewater Treatment Plant.

11. SUBJECT: Approval of Award of Contract to Toro Enterprises, Inc. for PW12-14 Ventura Boulevard Street Improvement Project. (265)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Contract with Toro Enterprises, Inc. (A-7586) in the amount of $1,661,099.01 for project Specification No. PW12-14 for the reconstruction of street, sidewalk, curb, gutter, landscaping, bike lane and the installation of storm drain and water lines along East Ventura Boulevard from Nyeland Avenue to Almond Drive; and 2) Approve a Special Budget Appropriation of $2,092,264 which includes recognizing a federal transportation grant of $1,528,317 for the project design and construction, $101,177 from the Water Enterprise Fund to install the water lines and $462,770 from the Gas Tax Fund to provide local matching funds as per the requirements of the federal transportation grant.

12. SUBJECT: Approval of Award of Contract to Toro Enterprises, Inc. for PW 10-06 Del Norte Boulevard Arterial Resurfacing Project. (295)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Contract with Toro Enterprises, Inc. (A-7582) in the amount of $1,776,547.38 for Project Specification Number 10-06 for pavement resurfacing, traffic markings, medians and signage, improvements to curbs, gutters, and other concrete structures on Del Norte Boulevard from Sturgis Road to Highway 101; and 2) Approve a Special Budget Appropriation recognizing the State of California Department of Transportation (Caltrans) for Surface Transportation Act (STA) federal aid grant funding in an amount of $1,462,212.0, and reduce the Measure O contribution to $567,646.38.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

L. PUBLIC HEARINGS

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 11:45 p.m. the concurrent meeting with the Community Development Commission concluded.

M. REPORT OF CITY MANAGER

The City Manager reported that an Oversight Board meeting would take place May 16, 2013.

DRAFT

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: Fire Station 8 community meeting on May 29, 2013; forming an Art Commission; community events including Police Memorial and Rebozo Festival.

P. PUBLIC COMMENTS ON REPORTS

T. ADJOURNMENT

At 11:51 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

DRAFT

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
May 21, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:08p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, and Dorina Padilla were present. Councilmember Bryan A. MacDonald was absent. The Deputy 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: Lyn Bennett, Deputy City Clerk; Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Grace Magistrale Hoffman, Deputy City Manager; Alan Holmberg, City Attorney; Martin Erickson, Legislative Affairs Manager; Jason Benites, Assistant Police Chief; James Cameron, Chief Financial Officer; Michael Henderson, Maintenance Services Manager; and Kymberly Horner, Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

Q. APPOINTMENT ITEMS

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.
DISCUSSION: Chief Financial Officer and Legislative Affairs Manager provided overview on revenue streams.

The Council discussed: 1) Clarification on spending funds for senior services ; 2) New survey on use of Measure O monies; 3) Priorities of the survey; 4) Approved programs and annual funding.

Comments received from: Jason Zaragoza; Martin Jones; Dennis Ralph; Linda Stevens;Ramiro Albarran; Steve Nash; Jim Hensley; Eileen Tracy; Mayte Alonso; Jim Lavery; Maria Nava; Gil Ramirez; Lawrence Stein; E. Gloria Roman; Inez Tuttle; William Reed; John Oliver; and Donald Thibeault.

ACTION: Direct staff to resurvey the public on priorities of Measure O money with results being brought back to council.

DRAFT

D. OPENING CEREMONIES

At 7:49 p.m., the regular meeting of the Oxnard City Council opened with the pledge of allegiance to the flag of the United States by the Oxnard United Soccer Club Girls U-15 team, followed by a moment of silence for the victims on the recent tornados in Oklahoma. Mayor Flynn presided. Additional staff members present were: Karl Lawson, Compliance Services Manager; Bill Wilkins, Housing Director; Michelle Tellez, Human Resources Director; Sophia Balderrama, Management Analyst III; Juliette Dang, Grants Coordinator.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to the Oxnard United Soccer Club Girls U-15 team for Winning the 2013 California State Cup Championship.
   ACTION: Provided commendation to coaches and players.

2. SUBJECT: Presentation of Commendation to the Water Conservation Art Contest Winners.
   ACTION: Provided commendation to art contest winners.

3. SUBJECT: Oxnard Police Explorer of the Year. – Mason Galinda.
   ACTION: Assistant Police Chief gave an overview on the Police Explorer program. He announced Mason Galinda as Explorer of the Year.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from:.Octavio Esqueda; Inez Tuttle; Woodrow Thomas Sr; William "Bill" Terry; Pat Brown; Lee Cobb; Steve Nash; Dolores Perea; John Nunez; Ruth Sullivan; Donald Thibeault; Luanne Roche.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The following staff members provided comments: Compliance Services Manager (I-2A); Maintenance Services Manager (I-3) and (I-4).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Donald Thibeault (I-3); Bert Perello (I-2 (c), (d), (e)); Inez Tuttle (I-2).

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.

DRAFT

City Manager Department

2. SUBJECT: Agreements for City Council Review. (025)
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. *(I-2(a) continued)

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.

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.

INFORMATION /CONSENT AGENDA ACTION: Approved as recommended with (I-2(a) continued). (Ramirez/Padilla) Ayes Ramirez, Padilla, Flynn. Absent: MacDonald.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

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.

DISCUSSION: The Council commented on 1) Justification of increases; 2) Use of Measure O funds; 3) Occupational; 4) Use of CDBG Funds for Code Compliance and Campus Park Gym; 5) Use of General Fund.

DRAFT

Comments provided by: Eileen Tracy; Ginny Carrol; Karen Flock; Bert Perello; Steve Nash; David Courtland; Francine Castanon; Woodrow Thomas Sr.; William"Bill" Terry: Gloria Ramon.

ACTION: Closed public hearing: (Ramirez/Padilla). Ayes. Ramirez, Flynn and Padilla. MacDonald Absent.

DISCUSSION: Staff to clarify that all items being identified are qualified for CDBG funding. Council will need to prioritize funds. Historically this is how funding is done, to preserve general fund dollars.

ACTION: Motion to continue to June 11, 2013 (Ramirez/Padilla). Ayes. Ramirez, Flynn and Padilla. MacDonald Absent.

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

Interim City Manager provided an update on Station #8 meeting.

N. CITY COUNCIL COMMITTEE REPORTS

Council Commented On: 1) Strawberry Commission Scholarship dinner; 2) litigation update on Strand Theater; 3) Oxnard Harbor District; 4) Endorse study session/strategic summit with Oxnard Council; and 5) Possible ethics reform training.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 11:02 p.m. the City Council concurred to adjourn the meeting.

LYN BENNETT
Deputy City Clerk

TIM FLYNN
Mayor

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
May 14, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:09 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Alan Holmberg, General Counsel; Curtis Cannon, Community Development Director; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Community Development Director and Greg Kinney, tenant (I-4).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for March 19, 26, April 9, 16, 23, and May 7, 2013. (003)
RECOMMENDATION: Approve.

DRAFT

Community Development Department

4. SUBJECT: Consent to Tenant Holding Over Related to Lease with La Dolce Vita di Mare, Inc. (157)
RECOMMENDATION: Approve and authorize the Chairman to execute the Consent to Tenant Holding Over ("Consent") related to the lease with La Dolce Vita di Mare, Inc., (A-7056) to allow for month-to-month rental of property located at 740 South B Street.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL

At 11:45 p.m. the joint meeting with the City Council concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 11:45 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

RAF

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
May 21, 2013

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

LYN S. BENNETT
Deputy Secretary Designate

TIM FLYNN
Chairman

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 4, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 11, 2013

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairman

RAF

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 18, 2013

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

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 25, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

RAF

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/2/2013

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. S-2

Reviewed By: City Manager KRB City Attorney SMF Finance JL Other *(Specify)*

DATE: June 24, 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 07/02/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	**Development Services - Traffic Eng. & Operations**	**AECOM Technical Services**	**Construction Management, Inspection, and Materials Testing Rice/Hwy 101**	**$101,036**
		Cynthia Daniels	Agreement No. A-7235	Additional funds for the Rice/Highway 101 Interchange Project. Funds provide for completion of construction management, claims support, and close-out work through expected end of contractor's work. Construction contract has been delayed so the expiration date is extended to 12/31/2013.	
		385-7871	Amendment 8	**Total Contract Amount: $4,404,039**	
				FundingSource: Gas Tax	
B	**Purchase Order**	**Police - Police Support Services**	**Compucom Systems, Inc.**	**Software Licensing Maintenance Agreement**	**$61,726**
		Keith Brooks	Purchase Order No. 1196	Yearly Microsoft maintenance agreement. In 2005 the City approved the acquisition of software licenses under the Microsoft Enterprise Master License Agreement through Compucom via our piggybacking with the County of Riverside agreement. This agreement allows the purchase of software licenses at a reduced bulk rate.	
				Total Contract Amount: $61,726	
				FundingSource: General Fund	

ATTACHMENT 1 PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA

Meeting Date: 7 / 2 / 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. S-3

Reviewed By: City Manager [signature] City Attorney SMT Finance [signature] Other *(Specify)* N/A

DATE: June 25, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent [signature]
General Services

SUBJECT: **Approval of Emergency Agreement No. 6212-13-CM with Genuine Parts Company for On-Site Fleet Parts Program**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an emergency agreement (6212-13-CM) with Genuine Parts Company DBA NAPA Auto Parts for $315,000 for vendor to provide on-site repair parts and tires to City from July 1, 2013, through August 30, 2013.

DISCUSSION

The Fleet Services Division of General Services provides maintenance and repair of the City's vehicle and equipment fleet. As Fleet Services does not have a City-owned parts store or dedicated parts staff, this essential service has been provided, since June 1, 2007, via contract through an on-site store.

In July 2012, Fleet Services staff received approval to proceed with a Request for Proposals for an On-site Fleet Parts Program as the current agreement expires on June 30, 2013. On February 1, 2013, Request for Proposals No. FS-13-2 was posted on the City's website. Three vendors submitted proposals by the February 28, 2013, deadline: Warren Distributing, Factory Motor Parts, and Genuine Parts Company. Based on proposal evaluation, references, and site visits, staff recommends contract award to Genuine Parts Company DBA NAPA Auto Parts, the current vendor.

This emergency agreement is for a two-month period from July 1, 2013, to August 30, 2013, as the City and Genuine Parts Company continue to resolve insurance issues required by the agreement. Once these issues are resolved, Fleet Services staff will request extension of the agreement until June 30, 2016, for an annual estimated amount of $2,000,000 or $6,000,000 over the three-year agreement period.

FINANCIAL IMPACT

As an internal service fund, Fleet Services charges customer departments for services and supplies purchased on their behalf. These charges have been included in each department's recommended operating budget.

mmoar

Attachment No. 1 - Agreement No. 6212-13-CM for On-Site Fleet Parts Program

AGREEMENT FOR ON-SITE CONSULTING SERVICES

This Agreement for On-Site Fleet Parts Program ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Genuine Parts Company DBA NAPA Auto Parts ("Contractor").

WHEREAS, City desires to hire Contractor to establish inventory in a City location to service the fleets parts requirements of City and to serve as the primary supplier of automotive replacement parts and other goods as required by City; and

WHEREAS, City desires to provide space for the inventory on the premises of City for use by Contractor ("On-Site Store") and agrees that Contractor will be City's primary supplier of the inventory pursuant to the terms herein; and

WHEREAS, Contractor represents that Contractor and/or Contractor's personnel have the qualifications and experiences to properly perform such services.

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

1. Scope of Services

Contractor shall establish and operate an On-Site Store at 1060 Pacific Avenue, Building 1, Oxnard, CA 93030, and provide the inventory as agreed upon by Contractor and City. Contractor agrees to perform the duties and responsibilities as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein. City shall use Contractor as its primary supplier of the agreed-upon inventory under this Agreement. The parties agree that the term "Primary Supplier" shall mean the supplier of at least ninety percent (90%) of the City's need for inventory.

2. Method of Performing Services

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

3. Standard of Performance

Contractor 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 Contractor from rendering any services for Contractor's own account or to any other person or entity as

Contractor in its sole discretion shall determine. Contractor 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 Fleet Services Manager ("Manager") or designated Equipment Supervisor ("Supervisor") and shall be performed under the direction of Manager or Supervisor.

6. Place of Work

Contractor shall perform the services provided for in this Agreement at the On-Site Store at 1060 Pacific Avenue, Building 1, Oxnard, California 93030.

7. Correction of Errors

Contractor agrees to correct, at its expense, all errors which may be disclosed during review of Contractor's services. Should Contractor 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 Contractor.

8. Principal in Charge

Contractor hereby designates Ted Loroña as its principal-in-charge and person responsible for necessary coordination with Manager or Supervisor.

9. Permits, Licenses, Certificates

Contractor, at Contractor'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 tax certificate.

10. Living Wage

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Contractor shall pay such employee no less than $14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

11. City's Duties and Responsibilities

a. City agrees to perform the duties and responsibilities as more particularly set forth in Exhibit B attached hereto and incorporated by this reference in full herein.

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

12. Term of Agreement

This Agreement shall begin on July 1, 2013, and expire on August 31, 2013.

13. Renewal

City may extend the Agreement for an additional two years; however, such extension, if any, shall be in one-year increments. To extend this Agreement, City shall notify Contractor in writing of City's intent to renew the Agreement as least sixty (60) days prior to the expiration of the initial term or a renewal term.

14. Termination

a. This Agreement may be terminated by City if Manager notifies Contractor, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective sixty (60) calendar days from the date of delivery or mailing of such notice. City agrees to pay Contractor in full for all amounts due Contractor 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. City may also terminate this Agreement if City is prevented from proceeding with the Agreement by law or official action of a public authority other than City, by the unavailability of City funds, or if Contractor violates any material provision of this Agreement. City may, by written notice to Contractor, terminate the Agreement if Contractor fails to perform services in a manner satisfactory to City. City shall be the sole judge of non-performance.

c. This Agreement may be terminated by Contractor if Contractor notifies Manager, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective sixty (60) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Contractor have been completed prior to the date of termination.

d. Upon termination of this Agreement by either party, each party shall immediately return to the other party all equipment, software, books, records, tools, and any other personal property owned by the other party that are in such party's possession. City shall allow Contractor full and unrestricted access to enter into the On-Site Store and immediately remove all equipment and other items of personal property owned by Contractor without being deemed guilty of trespass or any other violation of law. All inventory records, sales history, sales and analysis, and all other information generated by Contractor under this Agreement will be returned to City. Should Contractor fail to remove its inventory or other property for sixty (60) days after termination, Contractor agrees that the inventory shall be deemed abandoned by Contractor. City shall not thereafter be liable to Contractor or its successors or assigns as any manner of bailee of the inventory when and if City shall possess itself of the On-Site Store at any time.

15. Compensation

a. Contractor shall invoice City for all inventory purchased pursuant to this Agreement at such time that the inventory is delivered to City. Contractor shall invoice City for reimbursement of Contractor's expenses, as provided for in Paragraph 16, on a monthly basis. City shall pay all invoices within thirty (30) days of City's receipt of an invoice.

b. The overall goal of City's pricing plan is to achieve an eight percent (8%) net profit for Contractor (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs***. The pricing of the Inventory to be supplied to City by Contractor pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs,***" which is the pricing of Contractor supplied manufacturing products, and "***Non-NAPA Product Costs,***" which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for City by Contractor pursuant to this Agreement and "**Tires.**"

- All OEM (Original Equipment Manufacturer) or non-OEM parts shall be billed at Contractor's cost plus 8% gross profit. Example of a part that cost $10.00—City cost will be $10.00/.92 = $10.87.
- All parts or tires purchased by City directly and managed by Contractor shall be billed the same management/inventory/handling fee of 8% GP (gross profit) of the purchase price. Exception: Tires purchased off the City's current State contract shall be billed at cost plus 5% GP.
- Pricing shall be set at Jobber Net store cost, minus any manufacturer rebates, and drop ship discounts to achieve NET cost. Or, in the case of buyouts, it shall be the lowest landed invoice cost.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On-Site Store, including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to Contractor's employees at the On-Site Store, worker's

compensation benefits and insurance, unemployment insurance, personal property insurance for the On-Site Store and inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of Contractor, and all equipment supplied by Contractor.

c. All operational expenses associated with City and the Fleet Services Division shall be billed on the monthly statement at Contractor's cost with no markup:

- Any and all costs and expenses associated with the operation of the On-Site Store or the vehicles used by Contractor in the operation of the On-Site Store including, but not limited to, salary, benefits, and all insurance.
- Contractor shall provide City a monthly Operating Statement provided by Contractor's accountant services.
- Local COLA annual wage changes shall be reviewed and agreed upon by both parties to the extent such changes would exceed the adjusted minimum wage rate specified in Section 10.a of this Agreement.
- All fees and expenses shall be agreed upon by both parties. Additional overtime expense incurred as a result of peak or emergency response for required hours of operation outside of normal business hours shall be billed as a separate line item.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to City at an 8% gross profit rate (gross profit is store acquisition cost divided by .92)
Non-NAPA Product Costs	Billed to City at an 8% gross profit rate (gross profit is acquisition cost divided by .92
Tires	Billed to City at a 5% gross profit rate (gross profit is acquisition cost divided by .95)
Operational Costs	Billed to City at cost
Net Profit Target	8% net profit for NAPA

d. Contractor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors, agents and subcontractors 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 Contractor, its employees, subcontractors, agents and subcontractors.

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

f. If any sales tax is due for services performed by Contractor or materials or products provided to City by Contractor, Contractor shall collect sales tax from City and shall remit the sales tax, on behalf of City, to the California State Board of Equalization.

16. Responsibility for Expenses

a. City agrees to reimburse Contractor for Contractor's expenses incurred in the performance of this Agreement as listed on Exhibit C attached hereto and incorporated by this reference herein. Exhibit C represents a typical sample of expenses which will be reported on a

monthly basis by Contractor. City agrees to reimburse Contractor for additional expenses which may be incurred by Contractor due to changes in requirements of City or volume of purchases made by City.

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

17. Non-Appropriation of Funds

Payments to be made to Contractor 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. The City's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon legislative appropriation or approval of funds for that purpose. City may terminate this Agreement on the basis of such lack of appropriation or approval of funds by giving thirty (30) days' prior written notice of such termination and establishing a termination date. All obligations of City to make payments after the termination will cease.

18. Warranty Disclaimer

All fleet parts supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and Contractor shall use reasonable commercial efforts to assist City in processing all warranty claims that City may have against a manufacturer. This will included (a) Researching the sale of the part in question; (b) Collecting all necessary documents for processing the warranty claim; (c) Processing the claim with the manufacturer; (d) Properly crediting City's account. The manufacturer's warranty will be the sole and exclusive remedy of City in connection with any warranty claims concerning the parts supplied to City pursuant to this Agreement. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. Copies of the manufacturer's warranties shall be made available to City upon request.

19. No Liens

City agrees to take no action, including but not limited to the granting of a security interest, or fail to take any action that would operate or does operate in any way to encumber the inventory of Contractor located in the On-Site Store.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Contractor under this Agreement shall be confidential and shall not be made available to any third person or organization by Contractor without prior written approval of the Manager provided, however, that Contractor may disclose such information as required to comply with applicable law or accounting and other rules and regulations.

21. Indemnity

a. To the fullest extent permitted by law, Contractor shall (1) immediately defend and (2) indemnify City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Contractor's negligent performance of this Agreement or Contractor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Where any of the foregoing liabilities is the result of the negligence or willful misconduct of both Contractor and the Indemnified Party, indemnification shall be reduced in proportion to the Indemnified Party's share of such negligence or willful misconduct.

b. The duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Contractor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, City shall reimburse Contractor for any and all reasonable attorney's fees and defense costs, court costs or costs of any alternative dispute resolution.

c. The review, acceptance or approval of Contractor's work or work product by the Indemnified Party shall not affect, relieve or reduce Contractor's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Limitation of Liability

IN NO EVENT SHALL EITHER CITY OR CONTRACTOR BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT, OR BUSINESS INTERRUPTIONS.

23. Insurance

a. Contractor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, 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 Contractor obtain and maintain such insurance coverages.

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

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

24. Independent Contractor

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

b. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor'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. Contractor acknowledges that Contractor and Contractor'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.

25. Contractor Not Agent

Except as Manager may specify in writing, Contractor, 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.

26. Conflict of Interest

If, in performing the services set forth in this Agreement, Contractor makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Contractor shall be subject to City's conflict of interest code, the

requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Contractor's personnel providing the services set forth in this Agreement.

27. Assignability of Agreement

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

28. Successors and Assigns

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

29. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Contractor 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. Contractor agrees that, during the performance of this Agreement, Contractor and any other parties with whom Contractor 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. Contractor 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. Contractor shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

30. Force Majeure

Contractor and City agree that neither City nor Contractor 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.

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

City and Contractor 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.

36. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor 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 Contractor 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.

37. Counterparts

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

38. Arbitration

Contractor 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 Contractor'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.

39. Expenses of Enforcement

Contractor 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.

40. 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. Contractor acknowledges that the person executing this Agreement has been duly authorized by Contractor to do so on behalf of Contractor.

41. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to Genuine Parts Company, 2161 Burgundy Place, Ontario, CA 91761, Attention: Ted Loroña.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Fleet Services Division, 1060 Pacific Avenue, Building 2, Oxnard, California 93030, Attention: Bill Birch, Fleet Services Manager.

42. Amendment

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

43. Entire Agreement

City and Contractor 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

Tim Flynn, Mayor

GENUINE PARTS COMPANY DBA
NAPA AUTO PARTS

Brad Shaffer, Division Vice President

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, General Services Supt.

APPROVED AS TO CONTENT:

Bill Birch, Project Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

ATTACHMENT 1
PAGE 12 OF 33

LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

ATTACHMENT #1
EXHIBIT 1
PAGE 13 OF 33

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

ATTACHMENT 1
EXHIBIT 1
PAGE 14 OF 33

EXHIBIT A, LIVING WAGE POLICY

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

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.

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

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

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

ATTACHMENT 1
EXHIBIT 1
PAGE 15 OF 33

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

ATTACHMENT 1
EXHIBIT 1
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EXHIBIT A

DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to perform the following duties and responsibilities:

GENERAL REQUIREMENTS:

1. Contractor shall establish and operate a turnkey On-Site Vehicle and Equipment Parts Facility ("On-Site Store") at 1060 Pacific Avenue, Building 1, Oxnard, California 93030, and provide the inventory as agreed upon by Contractor and City. The On-Site Store shall be fully operational within 45 days of the execution of the Agreement.

2. Contractor shall provide all personnel, management, parts, and supplies necessary to run an efficient and effective on-site parts operation from 7:00 a.m. to 8:00 p.m. Mondays through Thursdays and 7:00 a.m. to 5:00 p.m. on Fridays, or as otherwise directed by City, including overtime due to peak demand and emergency operations. Contractor is required to have someone available on call to issue parts after normal hours for emergency vehicle repairs.

3. Contractor shall provide delivery to both main and satellite shops of the Fleet Services Division. Addresses are as follows:
   Main Shop: 1060 Pacific Avenue, Bldgs. 1 & 2, Oxnard, CA 93030
   Satellite Shop: 111 Del Norte Blvd., Oxnard, CA 93030

4. Contractor shall provide a driver and a vehicle for delivery service to pick up and deliver parts and supplies to the On-Site Store and the satellite shop of the Fleet Services Division. Driver shall be available from 8:00 a.m. to 5:00 p.m. Mondays through Fridays. City shall provide service and maintenance of Contractor's delivery vehicle assigned to City's On-Site Store. These services are free of charge to Contractor. Contractor agrees to make the vehicle available for service when requested and to exercise due diligence in performing operator level maintenance such as checking fluid levels, tires, etc.

PARTS AND SUPPLIES:

5. Contractor shall supply Original Equipment Manufacturer (OEM) quality parts and shop supplies, or their equivalent or better, necessary to maintain, repair, and operate a fleet of vehicles and equipment, including a full line of heavy duty equipment and refuse truck parts, tires, aftermarket parts, small engine parts, agricultural parts, hydraulic hoses, fasteners, chemicals, tools, and equipment. City shall work with Contractor throughout the Agreement period to determine the parts, supplies, tires, and equipment to carry in inventory. This determination may be based on usage, fleet size, and parts ordering turnaround time, or any combination of these factors. City reserves the right to inspect the quality of materials, supplies, and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. As Contractor is not the manufacturer of the parts to be provided under this Agreement, Contractor cannot guarantee that parts purchased for this contract will meet or exceed a recently updated quality specification for OEM parts.

6. Contractor shall provide fast-moving parts stocks to Fleet Services' satellite shop on a consignment basis with accounting and security procedures to be agreed upon by City and Contractor. Contractor is responsible for security of parts in the On-Site Store. City is responsible for parts on consignment under its control.

7. Contractor shall have access to and control over sufficient inventory, either by Contractor's on-site or off-site stock in its own warehouse, which must be within a thirty-minute driving distance from the On-Site Store.

8. Contractor shall have the ability to purchase OEM parts and/or by negotiation with one or several local dealer parts operations.

9. All such items provided by Contractor for resale to City will remain the property of Contractor until purchased by City. At its discretion, City may elect to purchase and maintain ownership of certain specialized items.

10. City reserves the right to purchase parts and/or services from other sources if Contractor cannot obtain the desired part(s) by start of business day following City's request provided that such request was made no later than 3:00 p.m. the prior day, if the parts do not meet original equipment quality or have been deemed inferior or unacceptable by City, and in emergency situations. Emergency is defined as any part required outside of customary Fleet Services' working hours of 6:00 a.m.–5:00 p.m. Mondays through Fridays.

11. City reserves the right to solicit repairs from any private vendor where said vendor may provide parts and/or labor for the repair of fleet equipment.

12. Contractor shall accept industry standard cores of equal value for rebuilding where the parts are acceptable as core exchanges, including water pumps, alternators, etc.

13. Inventory levels will be kept at a level to achieve a ninety percent (90%) fill rate on common items used by City on a regular basis, for both Contractor and non-Contractor merchandise. Common items will be identified by the contractor within 45 days of the start of contract and mutually agreed upon by both parties. Contractor shall furnish at least ninety-five percent (95%) of City's parts requirements within 24 hours so long as there is local availability.

14. Contractor and City shall jointly inventory City's present parts stock and supplies. Contractor shall purchase from City all stocked parts and supplies except those parts that are obsolete, damaged, or are refused for reimbursement by the manufacturer. City represents and warrants to Contractor that City has title to such inventory free of all liens and encumbrances. The minimum price for the inventory shall not be less than the City's actual cost for the inventory. Payment for this inventory shall be made by Contractor within ninety (90) days of inventory. Contractor shall resell these items to City under the terms and conditions of the Agreement.

15. Upon termination or expiration of the Agreement, City shall purchase all then existing non-Contractor-branded inventory maintained at the On-Site Store on that date, including tires.

The purchase price of such inventory shall be the then-current acquisition cost of Contractor for the inventory items. City shall have the option of purchasing the Contractor-branded inventory maintained at the On-Site Store at Contractor's then-current acquisition cost. The purchase price of such inventory shall be the then-current acquisition cost of Contractor for the inventory items.

16. Contractor shall provide stock and non-stock original equipment parts, supplies and equipment, or aftermarket items in equal or higher quality. Contractor shall provide a minimum Grade 8 for all fasteners. All hydraulic equipment, components, and parts must meet OEM, JIC, and the Society of Automotive Engineers (SAE) specifications.

17. Contractor shall provide, where reasonable and acceptable, rebuilt, refurbished, recycled, retreaded, or refined products that meet or exceed OEM, SAE, UL, Mil-spec, ANSI, or other industry quality standards. City reserves the right over the course of the Agreement period to determine which products must be new, refurbished, recycled, or retreaded.

18. Contractor shall not issue parts or supplies to City employees without a proper work order requisition. Contractor shall provide a receipt containing specific information with items delivered to City employees for each work order requisition. This receipt shall contain specific tracking information, i.e., equipment number, reference number, receiving employee name and signature, part quantities, part number and alpha description, price detail, and any other data deemed necessary for effective tracking and accounting. A second copy of the receipt shall be given to Fleet Services' Administrative section.

19. Contractor shall evaluate the usage history of the current inventory of City's vehicle parts and supplies initially and thereafter, on a monthly basis, identify those items that should be removed from stock, added to stock, or remain in stock, and determine the stocking levels of those that should remain in stock.

20. Contractor shall adhere to a stock reorder plan as indicated on proposal. Prompt response time to parts requests is crucial to establish and maintain a high level of maintenance shop productivity. Any decision to make changes that will impact response times must be mutually agreeable to both City and Contractor.

21. Contractor will assist City in obtaining warranty records of items sold to City and will assist City in obtaining any credits including labor and parts, due to City, that are covered under these warranties.

22. All items supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each part, and Contractor shall use reasonable commercial efforts to assist City in processing all warranty claims that City may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of City in connection with any claims concerning the parts supplied to City pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to City upon request.

23. Contractor shall provide all manufacturers' temporary/seasonal special pricing discounts directly to City, if such discounts result in pricing less than the then current City purchase price.

24. Contractor shall provide each repair facility with one (1) current master parts catalog and pricing schedule identifying stocked and non-stocked parts in addition to order forms acceptable to City. This pricing can be provided electronically. Pricing is to be provided at no cost to City.

COMPUTER HARDWARE/SOFTWARE:

25. Contractor shall use current state-of-the-art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, direct download into City-owned fleet management system, i.e., AssetWorks *FleetFocus* software. Contractor's system shall provide online information on the parts facility inventory and other Contractor-owned inventories, monitoring, and reporting the status of parts on hand, parts on order, parts on back order, usage of parts and services, costs, billing information, and historical data on vehicles and equipment. This information shall be made available to City to assure a cost-effective operation.

26. Contractor shall provide City with comprehensive activity reports from its computer database on a requested basis, as defined by City, and reasonably capable of being generated by Contractor's system. Some activity items such as, but not limited to, lost sales, back orders, and number of days on order, will be required at times. The frequency of these reports will be as determined by City. City reserves the right to require any information considered necessary to monitor Contractor's operation and to receive them on a regular or as-needed basis.

27. Contractor will supply a bar code reader for the Contractor's TAMS computer, which will track and identify items by manufacturers and integrate with Contractor's inventory control system.

28. Contractor shall enter auto parts supply data into City's Fleet Services' software system. Contractor shall provide sufficiently trained, knowledgeable, and service-oriented personnel to efficiently and effectively operate the total parts function as detailed, including parts research requested by City mechanics for stock and non-stock items. City shall make available all its parts manuals to Contractor.

ON-SITE STORE:

29. Contractor is responsible for any changes to the physical layout or capital improvements of the On-Site Store. Upon termination of the Agreement, within a reasonable time, Contractor shall repair and restore the On-Site Store to such condition as existed prior to installation of the inventory and to repair and to restore any damage caused by the repossession.

30. Contractor shall provide specialized equipment required to successfully operate the On-Site Store, for instance: printers, office machines, file cabinets, fax, and other equipment as needed.

31. Contractor shall be responsible for all costs of installation and monthly cost of telephone and DSL lines. City can facilitate the installation of telephone and DSL lines. Approximate installation charges are $200, and monthly costs are $30 for telephone and $50 for business DSL.

PERSONNEL:

32. Contractor shall be responsible for the hiring, staffing, promotion, transferring, and dismissal of any person employed by Contractor in the performance of the resulting Agreement. Contractor shall be responsible for all wages, taxes, fringe benefits, and training of these employees. ASE certification of on-site Contractor's employees is highly desirable.

33. Contractor and City shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On-Site Store. In all cases where City wishes to remove or replace any of the Contractor's personnel in the On-Site Store, Contractor and City will attempt to resolve the City's request by mutual agreement. If Contractor and City fail to mutually resolve a personnel issue after a good faith attempt to do so, Contractor and City agree to mediation of the dispute utilizing the services of a mediator mutually agreed to by Contractor and City.

TIRES:

34. Contractor shall provide and manage tires for City.

35. Contractor shall provide a secure storage container for in-house tire storage.

36. Contractor shall provide all materials for construction of tire racks.

37. Contractor shall use reasonable commercial efforts to assist City in finding and managing a reputable tire service company that would meet all of City's service needs.

38. Contractor shall keep a designated inventory of pre-selected tires and shall maintain its inventory levels.

39. Contractor shall use only pre-designated tire brands that City requests. Contractor shall use alternate tire brands only when authorized by City.

40. Contractor shall use only the pre-designated recap tire brands that City requests. Contractor shall use alternate tire brands only when authorized by City.

41. Contractor shall assist City in arranging for third parties to maintain and dispose of all used tires, but Contractor will not be directly involved in the actual maintenance and disposal of

all used tires. City shall be solely responsible for all costs incurred related to the maintenance and disposal of all used tires.

42. Contractor shall provide tire usage reports upon request by City. These reports shall include tire size and quantities used during a pre-determined period of time, for example: monthly, quarterly, or annually.

43. Contractor shall provide a Tire Retread Summary Report upon request by City. This report shall include total number of tires submitted for re-treading, the number of tires rejected for re-treading as well as the reason(s) for the rejection, and the number of tires repaired.

44. Contractor shall provide a Tire Retread Report that shows the comparison of the number of tires re-treaded versus not re-treaded by tire manufacturer's model ID.

45. Contractor shall provide a Retread History Report upon request by City. This report shall include the tire serial number, tire size, tire brand, casing model, and the number of times the tire has been re-treaded.

46. Contractor shall ensure that all tires sent out for re-treading are barcode labeled. The barcode label shall appear on both sides of the tire casing as well as on the Service Order copy given by the re-treading dealer to Contractor. A copy of the Service Order with the barcode label affixed to it shall be provided by Contractor to City.

47. Contractor shall ensure that all re-treaded tires sold to City are labeled. This label at a minimum shall include the tire manufacturer's name, tire serial number, the number of times the tire has been re-treaded, the tire size, and the name of the re-treading dealer.

OTHER:

48. Contractor shall, during the life of the Agreement, provide a four-hour, on-site, automotive mechanical training course to City staff. This training course shall take place once per month and have ASE or equal certification. Any fees associated with the course shall be passed through to City at cost.

49. Contractor must supply City with three (3) copies of Material Safety Data Sheets (MSDS) for all products and supplies provided under the Agreement. MSDS information must be provided on a periodic basis or when new products are provided.

50. Contractor shall maintain security of information in order to safeguard confidentiality of undercover law enforcement vehicles, to include the special equipment inside these vehicles. Security is defined as prohibition on idle discussion about these vehicles, prohibition on tampering with these vehicles or their equipment, and vehicle documentation remaining on City premises and secured at all times.

51. Neither Fleet Services employees nor any other individual or private enterprise shall be allowed to purchase parts or supplies from the On-Site Store. Operations, stock, facilities, and management of the On-Site Store are to be used solely for City's outlined needs.

EXHIBIT B

CITY'S DUTIES AND RESPONSIBILITIES

City agrees to perform the following duties and responsibilities:

1. City shall provide, at its sole expense, usable space for the On-Site Store and its inventory. City shall provide access to restroom facilities for Contractor's employees. Further, City shall furnish, at its sole expense, all utilities for the On-Site Store including: water, sanitation, sewer, light, telephone, heat, gas, electricity, and all other utilities and services rendered or delivered to the On-Site Store.

2. City shall, at all times during the term of the Agreement, at City's sole expense, maintain in good condition and repair (so as to prevent any damage or injury to Contractor's inventory or other personal property located in the On-Site Store) the roof, exterior walls, foundation, and structural portions of the On-Site Store and all portions of the electrical and plumbing systems lying outside of the On-Site Store but serving the On-Site Store.

3. City shall provide a designated area for Contractor's tire storage container.

4. City shall provide limited tire technical assistance to Contractor upon request.

5. City shall provide limited fabrication assistance to Contractor for construction of tire racks.

6. City shall provide one Dumpster trash container to Contractor.

7. City shall provide printer paper to Contractor upon request.

8. City shall provide service and maintenance of Contractor's delivery vehicle assigned to City's On-Site Store. These services shall be free of charge to Contractor. City shall maintain subject vehicle for the duration of the Agreement consisting of preventive maintenance service, inspection, and repairs as necessary. This maintenance agreement can be cancelled at City's discretion, with 30 days' written notice to Contractor. In the event of cancellation, maintenance of this vehicle will be as follows: City shall reimburse Contractor for necessary commercial maintenance. Contractor agrees to make the vehicle available for service when requested and to exercise due diligence in performing operator level maintenance such as checking fluid levels, tires, etc.

9. City agrees to provide any information regarding fleet changes to Contractor as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

EXHIBIT C

Integrated Business Solutions
PARTS. PEOPLE. PRODUCTIVITY.

Example of Current Operation

Shop Performance:	Empl.	Current Month	Same Month Last Yr.	Current Yr. to Date	Empl.	Last Yr. to Date
Labor Sales						
Labor Transfers						
Less Cost: Payroll						
Payroll-T.I.P.						
Supplies						
Power						
Depreciation						
Profit						

Current Month	Merchandise	Shop	Total
Sales	137,007		137,007
Less Cost of Sales	124,781		124,781
Sales Less Cost	12,226		12,226
Less Handling Charge			
Add Compensation Due			
Gross Profit	12,226		12,226

Net Inventory (Less Consignment)		Turnover
Current Month	809,942	1.74
Last Month	796,444	1.73
Change $	13,498	1.69 %

Mdse Gross Profit Month % 8.92 Y.T.D. % 8.92 LYM % 7.49 LYR % 7.49 Branch Transfers $ Collection %

OPERATING STATEMENT	No. of Empl.	Current Month	% to Sales	Same Month Last Year	% to Sales	% Inc. / Dec.	Current Year to Date	% to Sales	No. of Empl.	Last Year to Date	% to Sales	% Inc. / Dec.
SALES		137,007		124,495		10	137,007			124,495		10
Less Cost of Sales		124,781	91.08	115,169	92.51	8	124,781	91.08		115,169	92.51	8
Sales Less Cost		12,226	8.92	9,326	7.49	31	12,226	8.92		9,326	7.49	31
Less Handling Charge												
GROSS PROFIT		12,226	8.92	9,326	7.49	31	12,226	8.92		9,326	7.49	31
EXPENSES												
Advertising												
Sales Salaries												
Handling Credit												
Net Salaries												
Travel												
Sales Miscellaneous												
G.M. Travel												
TOTAL SALES EXPENSE												
Salaries- Executive												
PAYROLL: A. & D. F.		685	.50	622	.50	10	685	.50		622	.50	10
General Office		671	.49	610	.49	10	671	.49		610	.49	10
Counter - J.S.	4.4	14,866	10.85	14,325	11.51	4	14,866	10.85	4.5	14,325	11.51	4
Shop. Salaries												
Handling Cr.												
Net Stockroom												
Delivery				3,510	2.82	100-				3,510	2.82	100-
TOTAL PAYROLL	4.4	16,222	11.84	19,067	15.32	15-	16,222	11.84	4.5	19,067	15.32	15-
Bad Debts												
Data Proc. Equip. & Suppl												
Delivery - Insurance		221	.16	2,074	1.67	89-	221	.16		2,074	1.67	89-
Maintenance		217	.16	190	.15	14	217	.16		190	.15	14
Truck Depr.		352	.26	352	.28		352	.26		352	.28	
Depreciation - F&F		41	.03	59	.05	31-	41	.03		59	.05	31-
Empl. Benefits - Pension		617	.45	560	.45	10	617	.45		560	.45	10
- Other		2,149	1.57	2,138	1.72	1	2,149	1.57		2,138	1.72	1
Freight & Postage		820	.60	1,463-	1.18-	156	820	.60		1,463-	1.18-	156
Freight Allowance												
Insurance		125	.09	72	.06	73	125	.09		72	.06	73
Interest												
Legal & Professional												
Light, Heat, Water												
Mowing												
Rent		77	.06	79	.06	2-	77	.06		79	.06	2-
Stationery, Ship. Suppl.						100						100
Stock Loss		558	.41				558	.41				
Store Expense		271	.20	251	.20	8	271	.20		251	.20	8
Taxes (Not Income)		1,693	1.24	1,738	1.40	3-	1,693	1.24		1,738	1.40	3-
Telephone		199	.15	199	.16		199	.15		199	.16	
Travel (Not Sales)												
YAMS		507	.37	701	.56	28-	507	.37		701	.56	28-
Training												
TOTAL MISC. EXPENSE		7,847	5.73	6,951	5.58	13	7,847	5.73		6,951	5.58	13
Executive Fees												
TOTAL EXPENSES		24,069	17.57	26,018	20.90	7-	24,069	17.57		26,018	20.90	7-
Operating Income		11,843-	8.64-	16,693-	13.41	29	11,843-	8.64-		16,693-	13.41	29
Misc. Inc. Cash Disc. (Net)		145	.11	203	.16	28-	145	.11		203	.16	28-
- Other		22,928	16.74	26,788	21.52	14-	22,928	16.74		26,788	21.52	14-
PROFIT BEFORE TAXES		11,230	8.20	10,298	8.27	9	11,230	8.20		10,298	8.27	9
Taxes Based on Income												
PROFIT AFTER TAXES												
Combined Payroll	4.4	16,222	11.84	19,067	15.32	15-	16,222	11.84	4.5	19,067	15.32	15-

Operation LAJ CITY OF OXNARD IBS LA JOBBING LA COJ IBS JANUARY 2013

OVERTIME:	HOURS Month	DOLLARS	HOURS Y.T.D.	DOLLARS	ABSENT HOURS Month	Y.T.D.	V/P/E Last Year	30,997 / 27,543
	78.4	1,910	78.4	1,910				

P/R % TO G.P.: CMTH- 32.69 CYTD- 32.69 Open-07/07 OS WBS LA LAJ 04635 02-08-2013 17:14 PM

Expenses

Attachment No. 1
Page 24 of 33

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

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

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

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds to the extent of Consultant's indemnity obligations under the Agreement for On-Site Consulting Services entered into between Contractor and City as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages ~~**(this must be endorsed)**~~. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Consultant acknowledges and agrees that, as of the effective date of this Agreement, its self-insured retention amounts with respect to the insurance policies required pursuant to this section are as follows: $2,000,000.00 for its Commercial General Liability Insurance Policy; $5,000,000.00 for its Business automobile liability insurance policy, and $1,000,000.00 for tis Workers Compensation insurance policy. ~~Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.~~

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

6/13

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY $ (Per person) BODILY INJURY $ (Per accident) PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER**				

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Rev. 6/13

INS-B.doc

Exhibit INS-B

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ *Claims Made*
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐		
☐		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:
Address:
Telephone: ( )

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐

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

Signature
(original signature required)

Telephone: ( ) Date Signed

Rev. 6/13INS-B.doc

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/22/2012

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

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

PRODUCER Aon Risk Services South, Inc. fka Aon Risk Services, Inc. of Georgia 1000 Milwaukee Ave Glenview IL 60025 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** 866-283-7122 **FAX (A/C. No.):** 847-953-5390 **E-MAIL ADDRESS:**
INSURED GENUINE PARTS CO & SUBSIDIARIES - NAPA, Motion, Balkamp, Altrom, EIS, Rayloc, SP Richards, Drago Supply, Tarrant, General Tool & Supply etal 2999 Circle 75 Parkway Atlanta GA 30339 USA	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Old Republic Ins Co — 24147 **INSURER B:** ACE Property & Casualty Insurance Co. — 20699 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 570047309388 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			MWZY59322	09/01/2012	09/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $3,000,000 $3,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			MWTB 21382	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			XOOG27046241 SIR applies per policy terms & conditions	09/01/2012	09/01/2013	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	

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

City of Oxnard, its City Council, officers, employees and volunteers are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability and Automobile Liability policies.
Volunteer Workers are Insured subject to terms and conditions of the policy.

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Management
300 W. Third Street, Suite 302
Oxnard CA 93030 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

Holder Identifier : GL AL ENDT

Certificate No : 570047309388

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Exhibit INS-B

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured to the extent of Genuine Parts Company's indemnification obligations in that certain agreement for on-site consulting services entered into between the City of Oxnard and Genuine Parts Company on or around July 1, 2013.

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

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

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

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

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

   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 6/13

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

1. Additional insured endorsement when required by contract:

   WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization required by written contract to be added as an insured but only with respect to liability arising out of claims for which you agreed to defend, indemnify, and/or hold the additional insured harmless within the written agreement. The additional insured shall only be entitled to coverage up to the limits set out in the written agreement; if no such limit is specified, the limit shall be that of your primary policy.

   This insurance will be primary to and non-contributing with any other insurance available to such person(s) or organization(s).

2. Additional insured endorsement when no written contract exists:

   WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization requesting additional insured status but only to the extent a claim solely arises out of your negligent acts or omissions. The additional insured shall only be entitled to coverage up to the limits of your primary policy.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/10/2012

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

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

PRODUCER Aon Risk Services South, Inc. fka Aon Risk Services, Inc. of Georgia 1000 Milwaukee Ave Glenview IL 60025 USA	CONTACT NAME: PHONE (A/C, No, Ext): 866-283-7122 FAX (A/C, No.): 847-953-5390 E-MAIL ADDRESS:
INSURED GENUINE PARTS CO & SUBSIDIARIES - NAPA, Motion, Balkamp, Altrom, EIS, Rayloc, SP Richards, Drago Supply, Tarrant, General Tool & Supply etal 2999 Circle 75 Parkway Atlanta GA 30339 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Property Cas Co of America — 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 570048354681 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	
	☐ POLICY ☐ PRO-JECT ☐ LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	DED ☐ RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2JUB204T038113	01/01/2013	01/01/2014	X WC STATU-TORY LIMITS ☐ OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		AOS			E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			TRJUB168T307513 AZ,MA,OR,WI	01/01/2013	01/01/2014	E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Management
300 West Third Street, Suite 302
Oxnard CA 93030 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc

Holder Identifier :

Certificate No : 570048354681

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CITY OF OXNARD CALIFORNIA

Meeting Date: 07 / 02 / 2013

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

Prepared By: for Matthew G. Winegar Paul Jeleniewski Agenda Item No. S-4

Reviewed By: City Manager KRB City Attorney SMF Finance JL Other *(Specify)*

DATE: June 5, 2013

TO: City Council

FROM: for Matthew G. Winegar, Development Services Director PMW
Development Services Department

SUBJECT: Authorization to Disburse and Appropriate Public Art Funds

RECOMMENDATION

That City Council:

1. Authorize the Cultural Arts Committee to disburse Public Art funds in the amount of $150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists.

2. Approve a one-time appropriation in the amount of $150,000 from fund balance of the Public Art Fund.

DISCUSSION

The Cultural Arts Committee recommends the appropriation of $150,000 from the Public Art Fund to be allocated to various Oxnard-based arts organizations and artists in the form of grants to support ongoing operations and cultural activities and encourage local artist development through the 2013 Cultural Arts Grant Program. A Request for Proposal (RFP) will be issued which establishes the criteria for grant eligibility, categories of grant recipients, and ranges of potential grant awards. Based on the proposals submitted, the Cultural Arts Committee will award grants for eligible proposals and determine grant amounts.

FINANCIAL IMPACT

Funds in the amount of $150,000 are available for a one-time appropriation to Contribution of Public Arts Contracts account 547-4270-804-8209.

MGW/djo

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** July 2, 2013

Project/Program Manager: Matt Winegar **Phone:** ext. 7868

Reason for Appropriation:

To appropraite fund balance of Public Art Funds in the amount of $150,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists

Accounts and Descriptions		AMOUNT
Fund: 547 - ART IN PUBLIC PLACE TRUST		
Expenditures/Transfers Out		
547-4270-804.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF	150,000
	Sub-total Expenditures	150,000
	Net Change to Fund Balance	**(150,000)**
	Net Appropriation Change	**150,000**

Approvals

Department Director Paul J Wright

Chief Financial Officer James Cameron

City Manager

ATTACHMENT 1

PAGE 1 OF 1

SBA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

Meeting Date: 07 /02/13

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

Prepared By: Paul J. Wendt Agenda Item No. S-5

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

DATE: June 14, 2013

TO: City Council

FROM: Paul J. Wendt, Supervising Civil Engineer
Development Services Department

SUBJECT: **Vacation of a Portion of a Public Service Easement Within Lot 1 of Tract 4386 Located at the Northeast Corner of Paseo Mercado and Ventura Boulevard**

RECOMMENDATION

That City Council adopt a resolution vacating a portion of a public service easement for water purposes as described in Exhibit A and depicted in Exhibit B of the resolution.

DISCUSSION

On August 24, 1993, document 93-156114 of Official Records of Ventura County recorded dedicating to the City a public service easement for water purposes. The easement was dedicated as a part of the original building construction to provide for an onsite water line.

In 2012, the property owner processed minor modification 12-140-14 and an associated building and safety permit for construction of an expansion to the existing building. A consequence of the building expansion was the need to relocate the existing onsite waterline. The developer has relocated the existing waterline and provided the City with a new waterline easement encompassing the relocated portion of the waterline. The Developer has requested that the City vacate the City's interest in the portion the old waterline easement that no longer contains a waterline. The portion of the easement proposed for vacation is no longer needed for current or prospective use.

FINANCIAL IMPACT

There is no anticipated financial impact.

(PJW)

Attachment #1 - Resolution vacating a portion of a public service easement (for water purposes) within lot 1 of Tract 4386 located at the northeast corner of Paseo Mercado and Ventura Boulevard.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD VACATING A PORTION OF A PUBLIC SERVICE EASEMENT (FOR WATER PURPOSES) WITHIN LOT 1 OF TRACT 4386 LOCATED AT THE NORTHEAST CORNER OF PASEO MERCADO AND VENTURA BOULEVARD

WHEREAS, the City accepted a public service easement for water purposes in an easement deed recorded August 24, 1993, as instrument number 93-156114 of Official Records of Ventura County; and

WHEREAS, planning and zoning permit 12-140-14 approved the expansion of the existing building on Lot 1 of Tract 4386; and

WHEREAS, the property owner has relocated the existing onsite waterline to accommodate the building expansion; and

WHEREAS, the portion of the public service easement described in attached EXHIBIT A and depicted in attached EXHIBIT "B" ("Vacated Portion") is no longer needed due to relocation of the existing water line; and

WHEREAS, the property owner has dedicated to the City a new public service easement for the new waterline location; and

WHEREAS, the Vacated Portion of the public service easement is currently unnecessary for present or prospective use; and

WHEREAS, the proposed the vacation bestows a public benefit by relieving the City of future liability associated with ownership of that portion of the public service easement.

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

1. That the portion of the public service easement described in attached EXHIBIT A and depicted in attached EXHIBIT "B" is unnecessary for present or prospective use because the waterline within the easement has been superseded by relocation and there are no other public facilities located within the Vacated Portion.
2. That vacation of the Vacated Portion of public service easement is made under Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code and Section 8333(c) thereof.
3. The City Clerk is instructed to cause a certified copy of this resolution, attested by the City Clerk under the seal of the City, to be recorded in the office of the Ventura County Recorder.
4. From and after the date that this resolution is recorded with the Ventura County Recorder, the Vacated Portion of the public service easement being vacated shall no longer constitute public service easement.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____ FOR
Alan Holmberg, City Attorney

Attachment 1
Page 2 of 4

EXHIBIT A
VACATION OF A PORTION OF
INSTRUMENT NO. 93-156114, O.R.

THAT PORTION OF THE EASEMENT FOR WATER PURPOSES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS GRANTED TO THE CITY OF OXNARD IN EASEMENT DEED RECORDED AUGUST 24, 1993 AS INSTRUMENT NO. 93-156114, OF OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 15.00 FEET IN WIDTH, LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN SAID EASEMENT DEED HAVING A BEARING AND DISTANCE OF "NORTH 13°17'56" EAST 231.00 FEET", SAID POINT ALSO BEING DESCRIBED IN SAID DEED AS POINT "F";

THENCE NORTH 13°17'56" EAST 7.50 FEET TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE SOUTH 13°17'56" WEST 238.50 FEET;

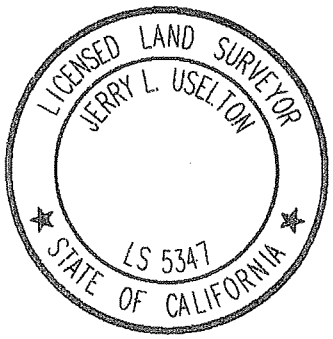
THENCE SOUTH 76°42'04" EAST 12.50 FEET.

CONTAINING 3,765 SQUARE FEET MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DATED THIS 1st DAY OF March, 2013.

JERRY L. USELTON, L.S. 5347



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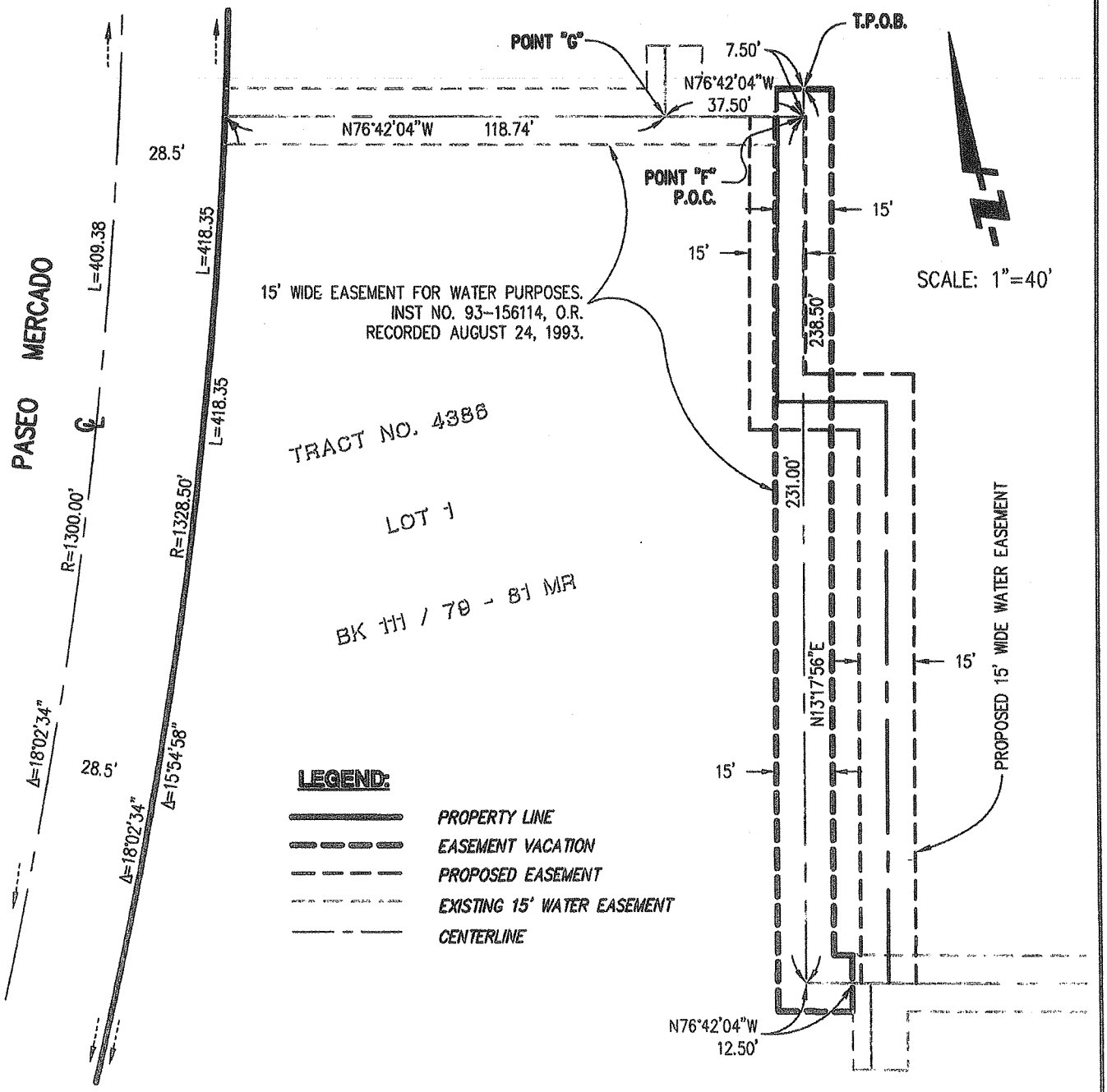
3/1/2013

Attachment 1
Page 3 of 4

EXHIBIT "B"



LAND DEVELOPMENT PERMIT No. _____

FUSCOE ENGINEERING
16795 Von Karman, Suite 100
Irvine, California 92606
tel 949.474.1960 • fax 949.474.5315
www.fuscoe.com

LICENSED LAND SURVEYOR
JERRY L. USELTON
LS 5347
STATE OF CALIFORNIA

3/1/2013
DATE:

CITY OF OXNARD CALIFORNIA
Development Services Department

COSTCO WHOLESALE #420
VACATION OF A PORTION INST. NO. 93-156114, O.R.

APPROVED BY: _____
CITY SURVEYOR L.S. 4842 EXP. 9-30-14 DATE

SCALE: 1" = 40'	SHEET No. 1 OF 1
DRAWN BY: RJL	DRAWING NUMBER
CHECKED BY: JLU	

M:\MAPPING\3756 COSTCO\18 - OXNARD\LEGALS\375618 VAC.DWG (03-01-13)

CITY OF
OXNARD
CALIFORNIA

Meeting Date: July 2, 2013

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

Prepared By: Marisue Eastlake Agenda Item No. S-6

Reviewed By: City Manager JRB City Attorney RT Finance JC Other *(Specify)*

DATE: June 24, 2013

TO: City Council

FROM: Greg Barnes, Interim Recreation Supervisor
Recreation and Community Services

SUBJECT: **Acceptance of the Retired and Senior Volunteer Program (RSVP) Grant for Fiscal Year 2013/2014**

RECOMMENDATION

That City Council:

1) Recognize grant revenue in the amount of $69,277 and appropriate matching funds for the Retired and Senior Volunteer Program grant.

2) Authorize the Interim City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments per the Federal Government's Continuing Resolution for the use of grant funds.

DISCUSSION

For the past 36 years the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP) which last year served about 600 volunteers age 55 and older. In 2012, RSVP volunteers assisted at over 50 non-profit or public agencies, serving 76,597 hours and providing $1.9 million of time and talent to our community. The largest priorities addressed are hunger through food collection and distribution and helping seniors living independently.

The RSVP grant is funded by the federal Corporation for National and Community Service (CNCS). The dual purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high quality service experience that will enrich the lives of the volunteers. Grant agreements with CNCS are awarded on a three-year basis, with FY 2013/14 being the first year of this cycle. For FY 2013/14, the award includes immediate funding for 4 months in the amount of $22,592. The remaining funding will likely be awarded in the upcoming months by Congressional Continuing Resolution.

Special projects operated by RSVP include RSVP Bone Builders, which last year provided osteoporosis exercise classes to more than 800 seniors; the CarFit program, which checks that seniors are using their car's safety devices correctly; and Seniors With Aptitude, Talent & Time (SWATT), which provides one-time volunteers for special events or bulk mailings.

FINANCIAL IMPACT

Approval of the recommendation will appropriate a General Fund match of $83,714 and recognize the full grant award of $69, 277 to the RSVP Grant FY13-14 (Project 774803). The general fund match is included in the recommended FY 13-14 operating budget for Recreation / Senior Services (101-5303).

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION - FY13-14

Department: Recreation and Cmty Svcs **Date:** June 24, 2013

Project/Program

Manager: Marisue Eastlake **Phone:** 8023

Reason for Appropriation:

To recognize full award of $69,277 for RSVP Grant which is funded by the Corporation for National and Community Services under grant number 13SRPCA010 and a City Match of $83,714 from Senior/Special Populations.

Accounts and Descriptions		AMOUNT
Fund: 101 - GENERAL FUND		
Expenditures/Transfers Out		
SENIOR/SPECIAL POPULATION 5303		
101-5303-805.88-02	RESERVES / FOR CONTINGENCIES	(83,714)
101-5303-805.87-61	TRANSFERS / TSFR TO FEDERAL GRANT FD	83,714
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**
Fund: 263 - RSVP		
Revenues/Transfers In		
RSVP31 GRANT 263-4856 (Project #774803)		
263-4806-534.72-85	GRANT REVENUES / COUNTY GRANT REVENUE	69,277
	Sub-total Grant	69,277
RSVP GENERAL FUND MATCH 263-4856 (Project#774803)		
263-4856-531.72-20	GENERAL FUND MATCH - FED. GR	83,714
	Sub-total General Fund Match	83,714
	Sub-total Revenues	152,991
Expenditures/Transfers Out		
RSVP31 GRANT 263-4856 (Project #774803)		
263-4806-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	30,309
263-4806-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	16,105
263-4806-805.81-01	MATERIALS AND SUPPLIES / POSTAGE	500
263-4806-805.81-02	MATERIALS AND SUPPLIES / SUPPLIES - OFFICE	2,400
263-4806-805.81-09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	1,400
263-4806-805.82-09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	300
263-4806-805.82-16	CONTRACTS & SERVICES / SERVICES-PRINTING & BIND	1,200
263-4806-805.82-42	CONTRACTS & SERVICES / GENERAL LIABILITY INSUR.	2,148
263-4806-805.83-41	MAINTENANCE SERVICES / RECOGNITION OF PUB GUESTS	8,015
263-4806-805.83-43	MAINTENANCE SERVICES / TRAINING/WORKSHOPS/MTNG	2,700
263-4806-805.83-45	MAINTENANCE SERVICES / MILEAGE REIMBURSEMENT	2,000
263-4806-805.83-72	MAINTENANCE SERVICES / EXPENSE REIMBURSEMENTS	2,000
263-4806-805.84-02	OTHER SERVICES / PHOTOCOPY CHARGES	200
	Sub-total Grant	69,277
RSVP GENERAL FUND MATCH (263-4856)		

SBA# (Finance Use Only)

BA Doc# (Finance Use Only)

ATTACHMENT #1
PAGE 1 OF 2

REQUIRES CITY COUNCIL AUTHORIZATION

263-4856-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	52,005
263-4856-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	31,709
	Sub-total Match	83,714
	Sub-total Expenditures	152,991
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**0**

Approvals

Department Director _____

Chief Financial Officer James Cameron

City Manager _____

ATTACHMENT #1
PAGE 2 OF 2

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____
Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

Meeting Date: 07/2/13

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

Prepared By: Sofia Balderrama Agenda Item No. S-7

Reviewed By: City Manager JEO City Attorney SMF Finance QC Other *(Specify)*

DATE: June 6, 2013

TO: City Council

FROM: Sofia Balderrama, Management Analyst III
Recreation and Community Services

SUBJECT: **Agreement with the Oxnard School District to Receive Grant Funds for the City's Participation in the State Funded After School Education and Safety Program in FY 13-14**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement (Contract No. A- 7410) with the Oxnard School District for the City to receive an amount not to exceed $2,000,000 for providing after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY13-14, containing an option to renew the agreement annually.

2. Approve a special budget appropriation to recognize state grant revenue and appropriation in the amount of $2,000,000 from the After School Education and Safety (ASES) Program and adjust the matching funds from CDBG Entitlement (CDBG) allocation.

DISCUSSION

In November 2002 California voters passed Proposition 49, setting the stage for the largest statewide expansion of after school services in the nation. Prop 49 mandated that $550 million be made available each year for kindergarten through the ninth grade after school programs. Later on, in September 2006 the governor signed into law Senate Bill 638, the After School Education and Safety (ASES) Program.

With after school programs under the jurisdiction of the California Department of Education, the program goals are aligned with those of the CDE to close the achievement gap.
The ASES Program design incorporates the following two elements which integrate with the school's curriculum, instruction, and learning support activities including:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.

2. Educational Enrichment Element: This element offers an array of additional services,

> programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interest.

During the first years of the state funded ASES program, only school districts were allow to apply for funding in collaboration with other community organizations. With that mandate, the district applied as the lead agency in partnership with the City and other organizations. Although the state has opened up the competitive process to community based organizations and government agencies, the dynamics of the collaboration with the Oxnard School District has not changed.

From 2005 to 2010, the district contracted with an outside agency, called Star, Inc to operate the ASES Program at 19 school sites. During this timeframe, the City was contracted to provide the recreation and nutrition education portion of the grant requirement called Fun For All Program.

At the end of the school year 2010-11, the district notified the community it was releasing an RFP in search of a new operator for the ASES program. City staff submitted a proposal for a new program called the Oxnard Scholars Program which was selected for implementation the next school year.

For the first year of implementation in FY 11-12, the City received $2.1 million in grant funds to operate the Oxnard Scholars Program at seventeen elementary schools and three junior high schools. The City's match totaled $425,940 (20% of the grant funds) which included $105,000 in CDBG funds, $106,400 in General Funds and $214,540 in in-kind contributions.

For FY 12-13, the budget included $2,000,000 in state ASES grant funds. The difference in grant funding in the amount of $100,000 is due to the Oxnard School District's decision to set aside monies in their own budget to pay for certain costs including the program's bus transportation, school aides (assist with the special needs students in the program) and academic liaisons (teachers that support the program at each of the 20 sites). For this fiscal year, the City's match in the amount of $425,940 included $105,000 in CDBG funds, $140,300 in General Funds and $180,640 in in-kind contributions.

If approved in the City's annual budget process in FY 13-14, the Recreation and Community Services budget would include the City match of $425,940 that includes $140,300 in General Funds, $91,000 in CDBG funds and $194,640 in in-kind contributions.

FINANCIAL IMPACT

The recommended FY13-14 budget includes $105,000 in CDBG funds, $140,300 in General Funds match, and $194,640 in in-kind contributions. If approved, the special budget appropriation will recognize $2,000,000 of state grant revenue for the After-School Programs (272-5316 to 272-53XX) and adjust the FY13-14 CDBG allocation from $105,000 to $91,000 (285-53xx).

SB:mmn

Attachment #2 - Special Budget Appropriation

OXNARD SCHOOL DISTRICT

Agreement #13-01

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("**Agreement**") is entered into as of this 15th day of May, 2013 by and between the Oxnard School District ("**District**") and the City of Oxnard ("**Consultant**"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2013-2014 (the "**Grant**").

D. One way in which the District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.

E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits**. The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement**. Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2013 to and including June 30, 2014 (the "**Term**"). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance**. The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A** (the "**Services**"). Should the Services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, the Consultant and the District agree to amend **Exhibit A** as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B**. The total compensation, including reimbursement for actual expenses, shall not exceed Two Million Dollars ($2,000,000.00) plus reimbursement for supplemental ASES funded grant activities as outlined in **Exhibit A**, #B6. If the amount of the Grant is modified, the parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District shall provide written notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written

notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents**. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District**. If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records**. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor**. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services

rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance**. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information**. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential, but only to the extent such information is not considered a public record for purposes of federal or state law. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest**. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 2030(A) E, 2030(B) E and 2030(C) E and that it does not qualify as a "designated employee".

KEB (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws**. In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens**. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or Services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination**. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment**. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting**. Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel**. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Indemnification.**

a. Consultant's Indemnity Obligation.

i. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (**"Indemnified Parties"**) from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or substitute. The foregoing notwithstanding, Consultant shall not indemnify District for the active or passive negligence or willful misconduct of District, its officials, elected board members, employees and agents.

ii. Indemnification for Other than Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The foregoing notwithstanding, Consultant shall not indemnify District for the active or passive negligence or willful misconduct of District, its officials, elected board members, employees and agents.

b. District's Indemnity Obligation.

i. Indemnification for Other than Professional Liability. To the full extent permitted by law, District shall indemnify, protect, defend and hold harmless the City of Oxnard and any and all of its officials, City Council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), to the extent the liability arises out of or is in any way attributable to the

performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or subcontractors of District. The foregoing notwithstanding, District shall not indemnify Consultant for the active or passive negligence or willful misconduct of Consultant, its officials, elected council members, employees and agents

c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

22. **Insurance**. Consultant is a duly authorized and funded self-insured entity under California Government Code Section 3700 (b). Consultant is self-insured for worker's compensation claims in accordance with Labor Code Section 3700(b). To the extent applicable, Consultant will provide to District evidence of self insurance coverage for the types and amounts of insurance set forth on **Exhibit C** hereto.

23. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District:
Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 240-7582

To Consultant:
City of Oxnard Recreation and Community Services
555 South "A" Street, Suite 265,
Oxnard, California 93030
Attention: Sofia Balderrama
Phone: (805) 385-7993
Email: sofia.balderrama@ci.oxnard.ca.us

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays**. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute**. The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration**. **CATHERINE KAWAGUCHI**, Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** attached hereto.

27. **Binding Effect**. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement**. This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment**. No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver**. Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law**. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration**. Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability**. If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT

Lisa A. Franz, Director of Purchasing

Date

Catherine Kawaguchi, Assistant Superintendent
Educational Services

Date

Tax Identification Number: 95-6002318

CITY OF OXNARD

Tim Flynn, Mayor

Date

Tax Identification Number: 95-6000756

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Sofia Balderrama, Project Manager

☐ Not Project Related

☐ Project **#13-01**

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #13-01

I. **Consultant** will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

a. Attendance

i. Elementary students should participate everyday the program operates.

ii. Intermediate students should participate a minimum of nine hours and three days per week.

iii. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.

iv. Early release waivers will be used for all students with recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).

v. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.

vi. Students who leave the program early with an excused reason (i.e. sick, Dr. appt...) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.

vii. The City of Oxnard shall agree to meet the minimum attendance required by the ASES Grant.

b. Assurances

i. Provide an academic and enrichment after school program in each grant funded school.

ii. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.

iii. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for City of Oxnard employees.

iv. Operate each program from the end of the school day until 6:00 PM every regular school day.

v. When agreed upon and coordinated between the City of Oxnard and Oxnard School District, provide a program for non-school calendar days (i.e.: weekends, vacations, ...).

vi. When agreed upon and coordinated between the City of Oxnard and Oxnard School District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. A Supplemental Grant is a grant project outside of the District's After School Education and Safety Program Grant.

vii. Provide program assessment results to the district for the annual evaluation. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

viii. Assist and maintain organized information for FPM at each site. The documentation needs to be submitted quarterly.

ix. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Food logs will be submitted to Oxnard School District food services to ensure proper documentation for the State and Federal Food Program.

c. Professional Development
   i. Provide training for after school program staff and include the Oxnard School District Administrative Intern, and as appropriate, include staff of collaborating organizations.
   ii. Attend Region 8 Program Director's Meetings on a quarterly basis.
   iii. Professional Development-All Staff:
      1. All staff participates in professional development provided by Oxnard School District and City of Oxnard on the topics of behavior management, English Learner Strategies, technology, questioning strategies, communication skills and other topics to align the after school program with the regular day quarterly over the course of the year.

d. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of two hours. Trainings will be coordinated by City of Oxnard and Oxnard School District.
   i. Professional Development-Math staff
      1. Participate in two full day trainings before the start of school conducted by Ventura County Office of Education as per agreement with Oxnard School District.
      2. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
   ii. Professional Development-Literacy staff
      1. Participate in two full day trainings before the start of school conducted by Ventura County Office of Education as per agreement with Oxnard School District.
      2. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be two hours.
   iii. Professional Development-Arts/Special Enrichment staff
      1. Participate in monthly trainings offered by Oxnard School District and/or City of Oxnard. Training will be between 2 and 4 hours a session.
      2. Provide enrichment that meets the goals as stated in the Oxnard School District-After School Education and Safety Program Plan.
   iv. Professional Development-Physical Fitness/Recreation Staff
      1. Participate in monthly trainings as offered by the City of Oxnard.
      2. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

e. Risk Management
   i. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
   ii. Provide a copy of insurance documents, which verify coverage for the Oxnard

School District

iii. Clear outside contractors and events through the Oxnard School District risk management department. This shall occur at least 30 days prior to service or event.

iv. Clear all activities and enrichment courses, including flyers and advertisements, through Oxnard School District Risk Management Department and Oxnard School District Administration to ensure proper safety procedures are in place according to district timelines. This shall occur at least 30 days prior to service or event.

v. Clear all fundraisers through Oxnard School District Risk Management Department and Oxnard School District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.

vi. Participate in school wide emergency drills and learn the protective procedures at each school site.

f. Responsibility

i. Report attendance and activities weekly by Wednesday of each week for the previous week.

ii. Work with Oxnard School District to establish and maintain partnerships with community agencies.

iii. Provide student learning and enrichment materials above and beyond materials already purchased by Oxnard School District.

iv. Participate in collaboration activities with other participating organizations.

v. Vacate learning areas within each school in the same or better conditions as they were found.

vi. When hiring, preference will be given to the Oxnard School District employees as appropriate, however, final decision of hiring personnel is the City's.

vii. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.

viii. Include feedback from the after school administrator and site principal when evaluating employees.

ix. File a facilities use permit for the necessary facilities at each school site.

x. Meet weekly with district administrator.

xi. Provide documentation of matching funds.

II. The Oxnard School District agrees to:

a. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).

b. Provide a district administrator to coordinate and collaborate with the City's Recreation and Community Service's Oxnard Scholars Program.

c. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.

d. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).

e. Provide consistent access to the computer lab and library.

f. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
g. Provide daily custodial services.
h. Submit required attendance, fiscal and evaluation reports to the State of California.
i. Provide consistent, safe and secure office space/station with access to phone, computer, printer and internet access.
j. Provide Access to Zangle.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

a. Evidence of insurance for 2013-2014.
b. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
c. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
d. Weekly attendance and activity reports.
e. Food Service Logs meeting the requirements of the federal free and reduced lunch program.

IV. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	**DUE DATE**
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly attendance report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

V. Consultant will utilize the following personnel to accomplish the Services:

☐ None.

☐ See attached list. **(To be provided prior to the 1st day of school)**

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

☐ None.

☐ See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #13-01

COMPENSATION

I. The total compensation including reimbursement for actual expenses, shall not exceed $2,000,000.00 plus reimbursement for supplemental ASES funded grant activities as outlined in Exhibit A, #B6.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed $35 per hour without written authorization from the District Superintendent or his designee.

III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Monthly expenditure report by school.

B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.

C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

D. Line items for all supplies properly charged to the Services.

E. Line items for all travel properly charged to the Services.

F. Line items for all equipment properly charged to the Services.

G. Line items for all materials properly charged to the Services.

H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES # 13-01

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars ($2,000,000) Aggregate and one million dollars ($1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars ($1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars ($2,000,000) per occurrence and five million dollars ($5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	$1,000,000
Architects	$1,000,000 or $2,000,000
Physicians and Medical Corporations	$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

REQUEST FOR SPECIAL BUDGET APPROPRIATION - FY13-14

Department: Recreation **Date:** July 2, 2013

Project/Program Manager: Sofia Balderrama **Phone:**

Reason for Appropriation:

Recognize After School Education and Safety (ASES) Program Grants for FY13-14 per. Agreement A-7410 via Oxnard School District for the Oxnard Scholars After School Programs at 17 elementary and 3 junior high after school programs. Reduce $14K of original CDBG allocation / match from $105K to $91K

Accounts and Descriptions		AMOUNT
Fund: 21ST CENTURY CLCP-ASESP (272)		
Revenues/Transfers In		
GRANTS (5300)		
272-5300-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	2,000,000
	Sub-total Revenues	2,000,000
Expenditures/Transfers Out		
GRANTS (5300)		
272-5300-805.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	70,000
272-5300-805.81-26	MATERIALS AND SUPPLIES / RECREATION SUPPLIES	10,000
272-5300-805.81-34	MATERIALS AND SUPPLIES / MINOR EQUIP-SHOP/FIELD	5,000
272-5300-805.82-09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	5,000
272-5300-805.84-25	OTHER SERVICES / TELEPHONE CHGS-CELL/PAGER	10,000
MARSHALL ASP (AS0901)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
RAMONA ASP (AS0902)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
MARINA WEST ASP (AS0903)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
LEMONWOOD ASP (AS0904)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
DRIFFILL ASP (AS0905)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
SIERRA LINDA ASP (AS0906)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
BREKKE ASP (AS0907)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
CURREN ASP (AS0908)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
CHAVEZ ASP (AS0909)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
ROSE AVENUE ASP (AS0910)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
RITCHEN ASP (AS0911)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
MCAULIFFE ASP (AS0912)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
KAMALA ASP (AS0913)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
MCKINNA ASP (AS0914)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
HARRINGTON ASP (AS0915)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
ELM ASP (AS0916)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
FRANK JR. HIGH ASP (AS0917)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	95,000
FREMONT JR. HIGH ASP (AS0918)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	95,000
HAYDOCK JR. HIGH ASP (AS0919)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	95,000
JUAN SORIA ASP (AS0920)		
272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	90,000
HARRINGTON WINTER CAMP 12 (AS0921)		

ATTACHMENT #1
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REQUIRES CITY COUNCIL AUTHORIZATION

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272-5300-805.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	85,000
	Sub-total Expenditures	2,000,000
	Net Change to Fund Balance	**0**

Fund: CDBG ENTITLEMENT (285)

Expenditures/Transfers Out

LEMONWOOD-AFTER SCH.PROG. (5331)		
285-5331-804.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	1,000
285-5331-804.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	(3,000)
DRIFILL-AFTER SCH. PROG. (5332)		
285-5332-804.80-02	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	1,000
285-5332-804.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	(3,000)
CESAR CHAVEZ-AFTER SCH.PR (5336)		
285-5336-804.80-02 PI	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	1,000
285-5336-804.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	(3,000)
ROSE AVE-AFTER SCH. PROG. (5337)		
285-5337-804.80-02 PI	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	1,000
285-5337-804.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	(3,000)
KAMALA-AFTER SCH. PROG. (5340)		
285-5340-804.80-02 PI	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	1,000
285-5340-804.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	(3,000)
McKINNA-AFTER SCH. PROG. (5341)		
285-5341-804.80-02 PI	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	1,000
285-5341-804.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	(3,000)
HARRINGTON-AFTER SCH.PROG (5342)		
285-5342-804.80-02 PI	PERSONAL SERVICES / DIRECT LABOR-TEMPORARY	1,000
285-5342-804.81-04	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	(3,000)
	Sub-total Expenditures	(14,000)
	Net Change to Fund Balance	**(14,000)**
	Net Appropriation Change	**(14,000)**

Approvals

Department Director _____

Chief Financial Officer James Cameron

City Manager _____

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Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION