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
Special Meeting
City Council Chambers, 305 West Third Street, Oxnard
September 17, 2013
4:30 p.m.

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS.
CC **Agency designated representatives:** Karen Burnham, Interim City Manager; and Jeffrey C. Freedman, City's Labor Attorney.
Employee organization: Service Employees International Union (SEIU), Local No. 721.

The Interim City Manager and the Human Resources Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to negotiators.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.
CC City of Oxnard v. Procter & Gamble, et al.
VCSC Case No. 56-2012-00428233-CU-BC-VTA

The City Manager and the Acting City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

D. ADJOURNMENT

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.

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
September 17, 2013
5:00 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating September 21, 2013 as "Coastal Clean Up Day"

2. SUBJECT: Presentation of Proclamation Designating September 22-28, 2013 as "Fall Awareness Week"

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

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS – 6:15 P.M.

J. APPOINTMENT ITEMS

K. REPORTS

Community Development Department

1. SUBJECT: Oxnard Downtown Management District (ODMD) Annual Report – Abel Magana, Executive Director.
   RECOMMENDATION: Receive verbal report and provide comments.
   Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

L. 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.

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: Verbal Report on 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

2. SUBJECT: Update Status to the Management, Operation, and Maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility). (001)
   RECOMMENDATION: Receive an update status to the City's Business Plan for the management, operation, and maintenance of the Del Norte Facility.
   Legislative Body: CC Contact: Rob Roshanian Phone: 385-8280

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

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. 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 Regular Meeting of the Oxnard City Council for July 9, 16, and 23, 2013. (003)
RECOMMENDATION: Approve.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (025)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

Public Works Department

3. SUBJECT: Agreement for Professional Services with Prousys, Inc. for Supervisory Control and Data Acquisition Systems Support Services for the Water, Wastewater and Recycled Water Systems. (027)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Prousys, Inc. (A-7612) for an amount not to exceed $600,000, for three years of Supervisory Control and Data Acquisition (SCADA) systems support services for the Water, Wastewater and Recycled Water Systems.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

4. SUBJECT: Project Specification PW13-08 Victoria Avenue Improvement Project. (047)
RECOMMENDATION: 1) Approve Project Specification No. PW03-18 for the design and construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street and to authorize staff to solicit bids; 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 $914,857 for the construction of the Victoria Avenue Improvement Project and $60,000 from the Transportation Development Act (TDA) Fund for local matching funds of the project.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.
CC (Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code)
Name of Case: Sierra Club, et al. v. City of Oxnard, et al., Ventura County Superior Court Case No. 56-2011-00401161-CU-WM-OXN

The Interim City Manager and the Acting City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.
CC On the advice of the Acting City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

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

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 09/17/2013

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

Prepared By: Grant Dunne, Management Analyst III GD Agenda Item No. M-2

Reviewed By: City Manager KB City Attorney RT Finance JC Public Works

DATE: September 11, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director RR.
Public Works

SUBJECT: **Update Status to the Management, Operation, and Maintenance of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility)**

RECOMMENDATION

That City Council receives an update status to the City's Business Plan for the management, operation, and maintenance of the Del Norte Facility.

DISCUSSION

On July 30, 2013, the City Council directed staff to return to City Council with a business plan for the City to perform the management, operation, and maintenance of the Del Norte Facility. Staff is working on the business plan to include an assessment of the Del Norte building, equipment, operation, and incoming material volumes; and prepare cost plans and strategies for staffing, equipment, material diversion and recyclables marketing. Staff is using a consultant on a limited basis to assist staff in preparing the business plan.

It is anticipated that a business plan will be ready for presentation for the City Council meetings of September 24 or October 1. The business plan will include an implementation schedule detailing the transition period from the current Del Norte operator Republic Services to the City.

FINANCIAL IMPACT

There is no financial impact to this report. Financial information will be provided when staff returns to City Council with a business plan.

Attachment No. 1 - Project Status

Status

- Toured 3 MRF/transfer facilities.
- Met with recyclable buyer.
- Consultant agreement for assistance in developing the plan in place as of 9-9-13.
- Staffing plan under draft review for organization chart, number of positions, job descriptions and procurement of contract labor.
- Facility and equipment assessment complete.
- Equipment plan completion pending completion of budget to determine replacement schedule.
- Draft budget complete – waiting for cost proposals for some contracts.
- Draft Zero Waste program outline complete.
- RFPs being developed for required contract services.

Attachment No. 1

MINUTES

AGENDA ITEM NO. S-1

OXNARD CITY COUNCIL
Regular Meeting
July 9, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:04 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. Councilmembr Bert Perello 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: Karen Burnham, Interim City Manager; Stephen M. Fischer, Assistant City Attorney; James Cameron, Chief Financial Officer; Martin Erickson, Special Assistant to the City Manager; Christina Aerenlund, Public Information Officer; Tara Watson, Systems Administrator; David Endelman, GIS Coordinator and Lyn Bennett, Deputy City Clerk. At 6:15 p.m., Councilmember Perello was present.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

J. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
RECOMMENDATION: Receive a presentation on the FYs 2013-14 & 2014-15 Two Year Operating Budget for the City Council and City Manager's Office.
DISCUSSION: The Interim City Manager reviewed the activities of the City Manager's Office including staff vacancies, Public Information Services, Neighborhood Services, GIS services and legislative information. The Special Assistant to the City Manager outlined reason to response to legislative and grant requests. The Public Information Officer reviewed communications to the community including Spanish translation in the Council Chamber, Community Relations Commission, Neighborhood Services and Government Access Channel. The Systems Administrator and GIS Coordinator commented on computer functions including: the storing of data, creating maps for City activities, maintenance of inter-city computer network, graphic design services, City phone services and review of current computer systems for possible updates.

   Public records were received from: Pete Placencia, William "Bill" Terry, Elliott Gabriel, Eileen Tracy, Larry Stein; Steve Nash; Lucy Cartagena; Rebecca Ralph; Harold Ceja; George Miller; and Jim Lavery.

   The City Council discussed: activity of Neighborhood councils, Spanish translation of Council meetings, use of City's phone/computer systems; maps records requests; flood zone data information; future financial situation of City; staffing of City personnel; community participation on "ad hoc" committees and an evaluation of providing staffing for Councilmembers.

   ACTION: Received report and provided comments to staff.

D. OPENING CEREMONIES

At 7:59 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers convened in the Council Chambers concurrent with Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Daniel Martinez, City Clerk; Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; Michelle Tellez; Human Resources Director; William "Bill" Wilkins, Housing Director; Michael More, Financial Resources Manager; and Chris Williamson, Principal Planner.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Larry Stein; Patrick Barrios; Dan Pinedo; John Jay; Gloria Roman; and Rebecca Ralph.

J. APPOINTMENT ITEMS

1. SUBJECT: Oxnard Downtown Management District (ODMD) Annual Report – Abel Magana, Executive Director.
   RECOMMENDATION: Receive verbal report and provide comments.
   ACTION: Continue to future date.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Finance Department

1. SUBJECT: FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Public Hearing and Consideration for Adoption. (003)
   RECOMMENDATION: 1) Conduct a public hearing on the Fiscal Year 2013-14 operating and capital budgets for the City of Oxnard; 2) At the conclusion of the public hearing, at the discretion of City Council, adopt resolutions: (a) approving the City's Fiscal Year 2013-14 Operating and Capital Budgets; (b) authorizing full-time equivalent positions in the City effective July 1, 2013; (c) authorizing the Classification and Salary Schedule effective July 1, 2013; (d) approving the Appropriation Limit for Fiscal Year 2013-14; and (e) approving Financial Management Policies.
   DISCUSSION: The Chief Financial Officer reviewed the proposed Fiscal Year 2013-14 budget including sales tax/comparison of other Ventura County cities, revenue projections, staffing levels, internal funds and general fund balance.

   The Interim City Manager commented on factors reviewed regarding the staffing levels of the City. The Financial Resources Manager reviewed membership in Big Independent Cities Excess Pool Joint Powers Authority. The Human Resources Director commented on the recruitment process, staff replacement process, agreement requirements with unions and the time schedule of the hiring progress.

The Council commented on various issues including: staffing levels; management of emergencies (natural disasters); evaluation of vacant positions; priorities of the City Council; insurance liabilities; and use of Measure "O" funds.

Public comments received from: Eileen Tracy; Pat Brown; Sandra Sudac and Patrick Barrios.

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

DISCUSSION: The Council discussed: funding of Performing Arts Center and golf course; Measure "O" funding; employees' salaries; Financial Management Policies; and the Council's 18% reserve policy.

ACTION: The Council concurred to continue to July 16, 2013.

J. APPOINTMENT ITEMS

2. SUBJECT: _ Oxnard Downtown Management District
RECOMMENDATION: Continue to future date.
ACTION: Council concurred to continue to future date.

K. REPORTS

Public Works Department

1. SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. (A-7593) for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station. (157)
RECOMMENDATION: Continue to future date.
ACTION: Council concurred to continue to future date.

I. PUBLIC HEARINGS

Development Services Department

2. 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. (047)
RECOMMENDATION: 1) Adopt **Resolution No. 14,424** amending Chapter 8 of the 2030 General Plan (PZ 13-620-01); 2) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2869** adopting an uncodified ordinance establishing the AAHOP with implementing regulations, and establishing the "–AH" additive zone designation (PZ 13-580-02); and 3) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2870** applying the "–AH" additive to AAHOP-designated parcels (PZ 13-570-02).

DISCUSSION: The Principal Planner outlined AAHOP requirements, future projected affordable housing and requested zone designations.

Public comments received from: Eileen Tracy; Pat Brown; Jodie Solorio; Karen Flock; Barbara Macri-Ortiz; Rebecca Ralph; Steve Nash and George Miller.

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

DISCUSSION: The City Council discussed: public outreach, increasing affordable housing stock and responsibilities of landlords.

ACTION: Moved to approve as recommended with direction for additional community outreach (INCF and area community meetings). (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

At 11:02 Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

Moved as to the recommended action as to the designation of the Sycamore Village (site A-06) property (Perello/ Padilla) Ayes: Ramirez, MacDonald, Padilla and Perello Abstain Flynn.

At 11:05 p.m., Mayor Flynn returned to the meeting and presided.

HOUSING AUTHORITY

At 11:33 p.m. the joint meeting with Housing Authority concluded.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Council

1. SUBJECT: Discuss and Determine whether to Include on a Future Agenda Closed Sessions for Performance Evaluations of the Interim City Manager and City Attorney.
   DISCUSSION: The Council commented on: the evaluation process of Interim City Manager and City Attorney and possible need to have a closed session regarding the matter.

   The City Attorney discussed legal issues including legal description of Brown Act's "safe harbor", the employee evaluation/disciplinary process.

   Public comments were received from: Ralph James; Greg Runyon Dan Pinedo, Eileen Tracy; Greg Runyon; Steve Nash; and Rebecca Ralph.

   ACTION: Moved to have the City Manager's performance evaluation discussed (Perello/Flynn) Noes: Ramirez, MacDonald and Padilla. Ayes: Flynn and Perello.

2. SUBJECT: Discuss and Determine whether to Include on a Future Agenda Items to Consider Legal Actions Regarding $300 Per Month Supplemental Post-Retirement Benefit and Personal Loan made to Former City Manager in 1998.

DISCUSSION: Councilmember Perello requested that past closed session discussions regarding the $300 benefit be made public.

The Assistant City Attorney reviewed the legal (Brown Act) guidelines

Public comments were received from: Steve Nash.

The Council debated the issue of discussing the $300 retirement benefit during a closed session.

ACTION: Move to have the Assistant City Attorney start the process to collect the $300 retirement benefit. Ayes: Perello and Flynn. Noes; MacDonald and Padilla. Abstain: Ramirez (motion failed). Moved to have a closed session to discuss the $300 retirement benefit. (Ramirez/Flynn) Ayes: Padilla, Perello, Flynn and Ramirez. Noes; MacDonald

City Clerk Department

3. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements. (183)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Ventura County Star Newspaper (A-7599) for the publication of legal notices and legal advertisements for fiscal year (FY) 2013-14.
DISCUSSION: The City Clerk outlined the selection process and the recommendation by the committee to select the Ventura County Star Newspaper. The Housing Director commented on requirements of having a daily newspaper by HUD.

Public comments were received from: Margie Cochrone and Pat Brown

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

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (193)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

Development Services Department

2. SUBJECT: Appropriate Funds for the "Victoria Route Transit Stops" Project. (197)
RECOMMENDATION: 1) Recognize and appropriate the federal Congestion Mitigation and Air Quality Impact Mitigation (CMAQ) grant in the amount of $375,000 to "Victoria Route Transit Stops" Project No. 133108; and 2) Reverse the appropriation of $264,700 from the Transportation Development Act Capital Improvement Project (TDA) Fund for transit stops serving the three-year demonstration bus route on Victoria Avenue and Channel Islands Boulevard operated by Gold Coast Transit.

3. SUBJECT: Overweight Vehicle Ordinance. (201)
RECOMMENDATION: Approve first reading by title only and subsequent adoption of an ordinance adding Division 3 of Article III of Chapter 19 to the Oxnard City Code concerning use of City streets by overweight vehicles.

Finance Department

4. SUBJECT: First Amendment to Agreement with York Risk Services Group – California, Inc. (209)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Agreement with York Risk Services Group – California, Inc. No. (5868-12-FN) for claims adjustment services to increase the contract amount by $180,000 to a total of $360,000 and extend the contract term to June 30, 2014.

Public Works Department

5. SUBJECT: Project Specification PW03-18 Hueneme Road Improvement Project. (229)
RECOMMENDATION: 1) Approve Project Specification No. PW03-18 for the design and construction of road widening and pavement resurfacing, sidewalk, curb and gutter, replacing street name signs, storm drain repair, railroad crossing upgrades, and water main replacement along Hueneme Road from Saviers Road to Arcturus Avenue and to authorize staff to solicit bids; and 2) Approve an appropriation in the amount of $3,805,268 for the construction of the Hueneme Road Improvement Project per the attached Special Budget Appropriation (SBA).

6. SUBJECT: Third Amendment to Agreement for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc. (235)
RECOMMENDATION: Remove from agenda.

7. SUBJECT: Second Amendment to Agreement for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc. (239)
RECOMMENDATION: Remove from agenda.

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

L. REPORT OF CITY MANAGER

The Interim City Manager announced "WiFi" service at all City libraries and received letter from FEMA that flood insurance policies would be lower due to a recent rating from the National Flood Insurance Program (community rating system).

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: the status of the selection process of the City Manager; Curtis Cannon, former Redevelopment Director; dust at the Dallas Cowboy camp; and placement of the "ethics" agenda item.

T. ADJOURNMENT

At 1:01 a.m. the City Council concurred to adjourn the meeting.

____
DANIEL MARTINEZ
City Clerk

____
TIM FLYNN
Mayor

____
CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
July 16, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:02p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Rahsaan Tilford, Deputy City Attorney; and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Steve Nash.

C. CLOSED SESSION

At 5:05 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 titles and case numbers of the litigations being discussed are: The Estate of Alfonso Limon, Jr., et al. v. City of Oxnard, et al. United States District Court, Case No. CV13-01961SS; and City of Oxnard v. Procter & Gamble, et al. VCSC Case No. 56-2012-00428233-CU-BC-VTA.

At 6:07 p.m., the City Council reconvened and recessed.

D. OPENING CEREMONIES

At 6:08 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Rob Roshanian, Interim Public Works Director; James Cameron, Chief Financial Officer; William "Bill" Wilkins, Housing Director; Michael Henderson, General Services Manager; Kymberly Horner, Interim Redevelopment Services Manager.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: Mary Anne Rooney; Martin Glatt; Ken Robinson; Francine Castanon; Armando Vazquez; Eileen Tracy; Steve Nash; Lupe Anguiano; William Terry; Gloria Roman; Larry Stein; Ventura Fernandez; Vince Behrens; Franz Lopez; Dan Lechlter; and Tony Correl.

J. APPOINTMENT ITEMS

City Manager Department

1. SUBJECT: Measure O Half-Cent Sales Tax Appropriation for Additional Street Repair, Advanced Funding of Fire Station #8 Training Academy Funding, Recreational Programming at College Park. (087)
RECOMMENDATION: 1) Appropriate additional Measure O funding for street repair, advanced funding for the Fire Station #8 Training Academy, and Recreational Programming at College Park; and 2) Authorize the City Manager to approve the necessary Special Budget Appropriations in the amounts approved by Council.
DISCUSSION: The Special Assistant to the City Manager outlined: 1) the Measure "O" program and proposed uses of funds; 2) the oversight committee, preparing a new community survey; and 3) leverage of other grant funds. The Chief Financial Officer reviewed revenues, expenditures (road maintenance, Fire academy), approved annual costs, additional proposed appropriations and long termed goals. The Fire Chief review Fire Academy costs, SAFER grant program and Fire training options. The Interim Public Works Director outlined future grant fund requests and proposed road work which could include road maintenance, proposed alley work, and work on along Fifth Street. The Police Chief commented on the hiring of personnel, loss of personnel and hiring of Code Compliance Officers.

Public comments were received from: Eileen Tracy; William Terry; Steve Nash; Dan Lechlter; Larry Stein; Harold Ceja, Gloria Roman; Woodrow Thomas and Sandra Sudac.

The Council discussed: committed annual Measure "O" funds and future proposed used of funds included Fire Department training options costs, funding for road repair and maintenance, possible "Life Line" funding; community issues; river levee, Ormond Beach, Planning Commission training and the oversight role of the community.

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

Finance Department

2. SUBJECT: Golf Fund Debt Restructuring. (095)
RECOMMENDATION: Receive a presentation and provide direction on Golf Fund financial restructuring options.
DISCUSSION: The Chief Financial Officer reviewed the need to discuss the golf course debt service.

The Council commented on differences between operating golf courses at Oxnard and San Buenaventura, financing differences and having a golf commission as in the past.

Public comments were received from: Michael Smith; Eileen Tracy; Patrick Barrios; Dan Lechlter; Dan Piedo and Francine Castanon.

ACTION: The Council concurred to table this item.

I. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 900 W. Ninth Street. Filed by Albert Group Architects on behalf of the Property Owner Press-Courier Lofts, LLC. (007)
RECOMMENDATION: 1) Adopt a resolution approving the Density Bonus No. 12-535-01 for the Press-Courier Lofts 115-unit senior affordable housing project, subject to the conditions set forth in Planning Commission Resolution No. 2013-15; and 2) Adopt a resolution upholding the Planning Commission's approval of Special Use Permit No. 12-500-06, subject to the conditions set forth in Planning Commission Resolution No. 2013-14.
DISCUSSION: Comments received from: David O'Mallary.
ACTION: Move to continue to July 23, 2013 (Ramirez/Flynn) Ayes: Padilla, Perello, Flynn and Ramirez. Absent: MacDonald.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. 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.

City Manager Department

1. SUBJECT: Establishment of Fees for Parks Services and Permits for East Park, Vineyards Park and Windrow Park. (001)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed new fees for the use of the barbeque areas in East Park, Vineyards Park and Windrow Park; and 2) Adopt a resolution establishing the proposed fees.
DISCUSSION: The General Services Manager reviewed: 1) the pilot program of having a deposit cost to reserve park tables; 2) reasons for having a pilot reservation program; 3) working with the neighborhood and 4) to report to Council in six months.

The Council discussed: the deposit amount; questioned the reasons for this pilot program and schedule of the program.

Public comments were received from: Dan Frost; Justin Glenn; Matt Klingfelter; Daniel Lechliter; Woodrow Thomas; and Darlene Miller.

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

K. REPORTS

Housing Department

1. SUBJECT: Modifications to Promissory Note and Extension of Affordability Period for Villa Solimar Apartments and Cypress Court. (159)

RECOMMENDATION: 1) Provide direction to staff on possible modifications to the terms of the City's Promissory Note, approved on September 1, 1994, for the housing development known as Villa Solimar (904-930 Donlon Avenue), and for the City's September 10, 2002 Promissory Note for the housing development known as Cypress Court (490 East Pleasant Valley Road, and 5135-5155 Cypress Road); and 2) That the Community Development Commission Successor Agency provide direction to staff on possible modifications to the terms of the Community Development Commission Successor Agency's Promissory Note approved on September 1, 1994, for the housing development known as Villa Solimar (904-930 Donlon Avenue).
DISCUSSION: The Housing Director reviewed the proposed modification of promissory note and extension of affordability period including terms of the loans and review of State and Oversight Agency. The Interim Redevelopment Services Manager also reviewed the approval process and Successor Agency.

Public comments were received from: Eileen Tracy, Karen Flock, Jodie Solorlo, Barbara Macri-Ortiz and Woodrow Wilson.

The Council questioned the responsible of the City, any loss the City may incur, and project being on the ROPS list.

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

Public Works Department

2. SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. (A-7593) for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station. (187)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement for Consulting Services with Gershman, Brickner & Bratton, Inc. (GBB) (A-7593) for an amount not-to-exceed $284,100 for the development of a business plan for the City to manage, operate and maintain the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a Special Budget Appropriation in the amount of $284,100 from the Solid Waste Enterprise Fund Balance to provide funding for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility as specified in Agreement with GBB.
ACTION: The Council concurred to table this item.

J. APPOINTMENT ITEMS

3. SUBJECT: FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Adoption. (103)
RECOMMENDATION: 1)That City Council adopt resolutions: (a) approving the City's Fiscal Year 2013-14 Operating and Capital Budgets; (b) authorizing full-time equivalent positions in the City effective July 1, 2013; (c) authorizing the Classification and Salary Schedule effective July 1, 2013; (d) approving the Appropriation Limit for Fiscal Year 2013-14; and (e) approving Financial Management Policies; and 2) That the Board of Commissioners of the Housing Authority adopt a resolution approving the Housing Authority's Fiscal Year 2013-14 Operating and Capital Budget.

DISCUSSION: The Chief Financial Officer outlined the proposed budget, past presentations to Council and requested approval by City Council.

The Council discussed the approval of the budget including setting priorities, training of Planning Commissioners, staffing of EDCO and Council staffing assistance.

Public comments were received from: Eileen Tracy and George Miller.

ACTION: Moved to approve (Ramirez/MacDonald) Ayes: Flynn, Ramirez, MacDonald and Padilla. Noes: Perello.

HOUSING AUTHORITY

At11:47 p.m. the concurrent meeting with the Housing Authority concluded.

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (213)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.

Development Services Department

2. SUBJECT: Second Reading of **Ordinance No. 2870** Establishing the AAHOP with Implementing Regulations, and Establishing the "–AH" Additive Zone Designation; and Adoption of Ordinance No. 2869 Applying the "–AH" Additive to AAHOP-Designated Parcels (PZ 13-570-02). (215)
RECOMMENDATION: Second reading and adoption.*

Public Works Department

3. SUBJECT: Balancing Change Order No. 5 to Contract with Toro Enterprises, Incorporated (231)
RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 5 with Toro Enterprises, Incorporated (Toro) (A-7529) to increase the amount of construction cost of the Tierra Vista Neighborhood/Alley Resurfacing Project from $4,149,671.27 to $4,477,960.04 for an increase of $328,288.77.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Abstain: Flynn only Sycamore Village (site A-06 (S-2)).

L. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
   RECOMMENDATION: Receive and consider report.
   DISCUSSION: The Interim Redevelopment Services Manager reported on status including ROPS 4 & 5, approved of contracts, outstanding contracts and use of common area at Heritage Square. The Deputy City Attorney commented on the posting of ad hoc committees.

   ACTION: Received update from staff.

The Interim City Manager announced that the Dallas Cowboys would begin summer training camp on July 21, 2013.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 11:52 p.m. the concurrent meeting with the Community Development Commission Successor Agency concluded.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Report of Ad Hoc Committee Regarding Status of City Manager Recruitment. (Mayor Pro Tem Ramirez, Councilman MacDonald)
   DISCUSSION: The City Council reviewed the status of ad hoc selection of City Manager including selection of recruitment firm and having public input.

   Public comments received from: Steve Nash and Sandra Sudac.

   ACTION: Received information from ad hoc committee and proved comments.

T. ADJOURNMENT

At 12:01 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ	TIM FLYNN
City Clerk	Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
July 23, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Timothy B. Flynn, Bryan A. MacDonald, Carmen Ramirez, Dorina Padilla and Bert Perello were present. 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: Grace Magistrale Hoffman, Deputy City Manager; Stephen Fischer, Assistant City Attorney; and Lyn Bennett, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Shirley Godwin.

C. CLOSED SESSION

At 5:06 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2). Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case based upon a claim for damages (City Clerk's Log #103), which is available for inspection at the City Clerk's office during normal business hours.

The City Council also recess 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 to potential cases.

At 6:26 p.m. the City Council reconvened and recessed to the evening session. At 6:29 p.m., the City Council reconvened and the Assistant City Attorney announced the rejection of a claim by Edmund E. Sotelo and the Council directed the Assistant City Attorney to draft letters for recipients of the $300 retirement policy to request repayment of monies received under this policy.

D. OPENING CEREMONIES

At 6:29 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States by the Ventura County Junior Fair Board followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Human Resources Director; James Cameron, Chief Financial Officer; Michael Henderson, General Services Manager; Cynthia Daniels, Project Manager; Rob Roshanian, Interim Public Works Director; Martin Erickson, Deputy City Manager; Anthony Emmert, Water Resources Manager; Jason M. Samonte, Traffic Engineer; Kymberly Horner, Interim Redevelopment Services Manager; and Gregory Barnes; Interim Recreation Supervisor.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the Ventura County Fair Poster
DISCUSSION: Nolan Woodruff, Jared Lozano, and Justin Coert of the Junior Fair Board presented a Ventura County Fair poster to the Council and provided other information regarding the Ventura County fair.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Octavio Esqueda; Cyndi Hookstra; Christina Aerenlund; Mary Diamond; Ventura Fernandez; Dan Pinedo; Bruce Dandy; Larry Stein; Doug Mahoney; Pat Brown; Daniela Garcia; Elliott Gabriel; Harold Ceja.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

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

Development Services Department

1. SUBJECT: Fees for Public Use of Electric Vehicle Charging Stations and for Overweight Vehicles on Designated Heavy Container Corridors. (001)
RECOMMENDATION: 1) Hold a public hearing and receive comments on the proposed fees for public use of electric vehicle charging stations at City-owned property and for the use of overweight vehicles on designated heavy container corridors; 2) Adopt **Resolution No. 14,431** establishing a fee of $2.25 per hour for electric vehicle charging at city-owned electric vehicle charging stations and a fee schedule for permits for overweight vehicles on designated City Streets; and 3) Approve a special budget appropriation of $7,550 for "Electric Vehicle Chargers" to operate the electric vehicle charging stations and allocate payment for electricity used at the parking lots.
DISCUSSION: The Project Manager commented that the vehicle charger "use" fee would be only for cost recovery and that there would be parking signage.

Public comments were received from: Kristin Decas; Doug Kraft; Bob Warner; Robert Carr; and Pat Brown.

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

The Traffic Engineer reviewed the future maintenance of Heavy Container Corridors routes and road use within the City.

Mary Ann Rooney, Vice-President of the Oxnard Harbor District, stated that the City is welcome to have meetings with the Harbor District to discuss ways to build relationships to create a better community. She also stated that discussions regarding "use of railroads" were taking place.

The Council discussed road maintenance of "Heavy Container Corridors" routes and cost recovery of vehicle charging stations.

ACTION: Approved as recommended with clarification that the fee relating to overweight vehicle permit shall take effect after the effective date of the "fee" ordinance. (MacDonald/ Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

J. APPOINTMENT ITEMS

Recreation and Community Services Department

1. SUBJECT: Senior Center Master Plan. (091)
RECOMMENDATION: Receive a report on the Senior Center Master Plan.
DISCUSSION: The Interim Recreation Supervisor reviewed the community survey's desired for services (health and fitness services); proposed site plan, estimated costs and future community outreach.

Public Comments were received from: Donald Thibeault; Alice Madrid; Ellsworth Shinarar; Nancy Rowe; and Adamelia Esparza.

The Council discussed bus services, cost of the study, condition of current senior centers, possibility of a pool, the different site plans and use of Measure "O" for current centers.

ACTION: Received report and provided comments to staff.

I. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 900 W. Ninth Street. Filed by Albert Group Architects on behalf of the Property Owner Press-Courier Lofts, LLC. (011)
RECOMMENDATION: 1) Adopt a resolution approving the Density Bonus No. 12-535-01 for the Press-Courier Lofts 115-unit senior affordable housing project, subject to the conditions set forth in Planning Commission Resolution No. 2013-15; and 2) Adopt a resolution upholding the Planning Commission's approval of Special Use Permit No. 12-500-06, subject to the conditions set forth in Planning Commission Resolution No. 2013-14.
ACTION: Approved to continued to September 10, 2013. (Ramirez/Perello) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

J. APPOINTMENT ITEMS

Finance Department

2. SUBJECT: Golf Fund Debt Restructuring. (169)
RECOMMENDATION: Receive a presentation and provide direction on Golf Fund financial restructuring options.
DISCUSSION: The Chief Financial Officer commented on past discussions golf course financial situation, financial differences between Oxnard and Ventura golf courses and outlined possible funding options

Otto Kinney, River Ridge Golf Course Superintendent, reviewed rounds played at River Ridge Golf Course and differences of the San Buenaventura golf courses.

Public Comments were received from: Terry Williams; Bruce Dandy; Jim Lavery; Daniel Lechliter; Patrick Barrios; Pat Brown; Lupe Anguiano; and George Miller.

The Council reviewed the restructuring the loan; selling of golf course; marketing of the golf course; having a golf commission and restructure of operating agreement.

ACTION: Moved to have staff work with golf course management to restructure the golf agreement with performance measures (Flynn/Ramirez) Ayes: Padilla, Perello, Flynn and Ramirez. Noes: MacDonald. Moved that staff pursue having the golf course as a "general fund" rather than an "enterprise fund" and not restructure the debt. (Perello/Flynn) Ayes: Flynn, Padilla and Perello. Noes: Ramirez and MacDonald.

HOUSING AUTHORITY

At 10:34 p.m. the joint meeting with the Housing Authority concluded.

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for June 4, 2013; Minutes of the Special Meeting of the Oxnard City Council for June 11, 2013. (283)
RECOMMENDATION: Approve.
ACTION: Approved has recommended. (Ramirez/Padilla) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

K. REPORTS

City Manager Department

1. SUBJECT: Joint Use Agreement between the City of Oxnard and the Rio School District. (177)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Joint Use Agreement for the Construction, Operation and Use of the East Village Park and a Ground Lease with the Rio School District for the Joint Use of a Park Site in the Northeast Community Specific Plan; 2) Approve the appropriation of Measure O funds in the amount of $2,674,000 and Quimby Fees in the amount of $675,775 per the attached Special Budget Appropriation; and 3) Authorize the use of Measure O funds for future annual maintenance costs of $120,000.
ACTION: Concurred to continue to July 30, 2013.

Community Development Department

2. SUBJECT: Preliminary Review of Long-Range Property Management Plan and Designation of Successor Agency Properties Under Permissible Classifications. (221)
RECOMMENDATION: Receive report and provide direction to staff on the designation of Successor Agency properties to be classified under one of the following permissible

classifications: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181; 2) the retention of the property for future development; 3) the sale of the property; or 4) the use of the property to fulfill an enforceable obligation.
DISCUSSION: The Interim Redevelopment Services Manager outlined 1) the process to recover initial loans made to the Redevelopment Commission by City, 2) identify governmental purpose property, 3) indentify non-governmental properties, and 4) submit a plan to the State within six months and timeline to sell properties.

Dave Schey, property tax consultant (Coren & Cone), reviewed how properties would be held by City, purpose of property, how to dispose of property and proper transfer of property.

Public Comments were received from: Jim Gilmore; Pat Brown; Abel Magana and Jeff Burgh.

The Council discussed: the need to identify properties for government use, proper use of properties, State guidelines and use of properties to be kept by the City.

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

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 11:43 p.m. the joint meeting with the Community Development Commission Successor Agency concluded.

Public Works Department

3. SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. (A-7593) for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station. (257)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement for Consulting Services with Gershman, Brickner & Bratton, Inc. (GBB) (A-7593) for an amount not-to-exceed $284,100 for the development of a business plan for the City to manage, operate and maintain the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a Special Budget Appropriation in the amount of $284,100 from the Solid Waste Enterprise Fund Balance to provide funding for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility as specified in Agreement with GBB.
DISCUSSION: The Interim Public Works Director review past directions of the City Council and actions of staff including selection of Gershman, Brickner & Bratton, Inc.

Public Comments were received from: William Terry; Dan Pinedo; Jim Gilmore, George Sorkin; Greg Runyon, Juan Delgado and Pat Brown.

Anthony Bertrand, Republic General Manager, outlined the Republic's six, twelve and eighteen month options and support of the RFP process for the recycling facility.

The Council discuss the bidding process, past consult advise of HRH, cost of hiring consultant, to bid on RFP, possibility of the City running the facility, City staff being capability to run the facility and staff recommendations.

ACTION: Moved to denied agreement. (Perello/Flynn). Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla. The Council directed staff to return to City Council with business plan and outlook regarding labor issues in September.

M. REPORT OF CITY MANAGER

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: City Manager Recruitment.
RECOMMENDATION: 1) Consider Proposals Submitted to City Manager Recruitment Ad Hoc Committee; and 2) Select Recruitment Firm and Direct City Attorney to Negotiate Professional Services Agreement for City Council's Future Consideration and Approval.
DISCUSSION: Councilmembers MacDonald and Ramirez recommended Bob Murray & Associates as the recruitment firm.

Public Comments were received from: Edward Castillo request for qualifications

Councilmembers discussed selection process, qualifications and public input.

ACTION: Selection of Bob Murray & Associates (MacDonald/Ramirez) Flynn, Ramirez, MacDonald, Padilla and Perello.

RECESS

At 12:58 p.m., the City Council recessed to a special meeting and at 1:07 a.m., the regular City Council reconvened.

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public Comments were received from: Jim Gilmore (S-9); Greg Ruyon (S-9); Elizabeth Wolfel (S-9) and Abel Magana (S-9).

S. INFORMATION/CONSENT AGENDA

Development Services Department

3. SUBJECT: Second Reading of Ordinance No. 2871, Adding Division 3 of Article III of Chapter 19 to the Oxnard Code Concerning Use of City Streets by Overweight Vehicles. (309)
RECOMMENDATION: Remove from the agenda.

Public Works Department

6. SUBJECT: Agreement with Penfield & Smith to Provide Construction Management Services for the Hueneme Road and Ventura Boulevard Resurfacing Projects. (337)
   RECOMMENDATION: Remove from the agenda.

7. SUBJECT: Project Specification PW13-05 Alleyways Reconstruction Project. (361)
   RECOMMENDATION: Remove from the agenda.

8. SUBJECT: Special Budget Appropriation for GREAT Phase I - Recycled Water Projects. (365)
   RECOMMENDATION: Remove from the agenda.

11. SUBJECT: Second Amendment to Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater. (383)
    RECOMMENDATION: Remove from the agenda.

Recreation and Community Services Department

12. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2013-2014. (419)
    RECOMMENDATION: Remove from the agenda.

INFORMATION CONSENT ACTION: The City Council concurred to remove items 3,6,7, 8, 11 and 12 from the agenda.

Public Works Department

9. SUBJECT: Third Amendment to Agreement for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc. (369)
   RECOMMENDATION: Approve and authorize the Mayor to execute the Third Amendment in the amount of $2,307,671 to the Agreement with Republic Services of Oxnard, Inc. (A-7465) for the management and operation of the Del Norte Facility to extend the contract expiration date to January 31, 2014.
   ACTION: Approved as recommended for six months. (Ramirez/Flynn) Ayes: MacDonald, Perello, Flynn and Ramirez. Noes: Padilla.

10. SUBJECT: Second Amendment to Agreement for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc. (375)
    RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Yard Trimmings and Wood Waste with Republic Services of Oxnard, Inc., (A-7517) that provides for the transport of yard trimmings and wood material to one or more processing centers available to receive, compost and market this material and to extend the term six months to January 31, 2014.
    ACTION: Approved as recommended for six months. (Ramirez/Flynn) Ayes: MacDonald, Perello, Flynn and Ramirez. Noes: Padilla.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (305)
   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.
   ACTION: Approved as recommended with removal of C & D. (MacDonald/Flynn) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

Fire Department

4. SUBJECT: Authorization to Enter into Contract for the Purchase of an Aerial Ladder Truck. (317)
   RECOMMENDATION: Approve the purchase of an aerial ladder truck from Pierce Manufacturing, Inc. in the amount of $1,250,000.
   ACTION: Approved as recommended. (MacDonald/Flynn) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Sandra Sudac and Edward Castillo.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: Wilson Rose Garden; Relay for Life, Cowboys Camp and that the "Mid Manager's Association" be placed on a future agenda.

T. ADJOURNMENT

At 1:45 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ	TIM FLYNN
City Clerk	Mayor

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 9/17/2013

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 RT Finance JC Other *(Specify)*

DATE: September 11, 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 09/17/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	**Amendment**	**Community Development - Central Business District** Kymberly Horner	**ThyssenKrupp Elevator Corporation** Agreement No. 6184-13-CD Amendment 1	**Install a Handicap Lift at 740 South B Street** The Oxnard Community Development Commission Successor Agency (OCDCSA) and the ThyssenKrupp Elevator Corporation entered into an Agreement on March 21, 2013 (Agreement No. 6184-13-CD), authorizing ThyssenKrupp to remove and install a handicapped lift at 740 South B Street. The vendor was selected through a RFB process and cost is a ROPS approved obligation. **Total Contract Amount: $81,131** **FundingSource: Redevelopment Property Tax Trust Funds**	**$19,782**
B	**Purchase Order**	**Public Works Streets Division** Phil Gregorie 385-7909	**Safety Striping Service, Inc.** Purchase Order No. 1296	**Street Striping and Marking Services** Street striping and marking services of streets, roadways and parking lots within the Oxnard city limits on an on-call, as needed basis. On August 8, 2013 a Request for Bid was posted on the City's website and sent to 6 known firms that provide this type of service. Safety Striping Services was the lowest bidder. **Total Contract Amount: $150,000** **FundingSource: Gas Tax Funds**	**$150,000**
C	**Purchase Order**	**Police** Eric Sonstegard 385-7600	**Adamson Police Products** Purchase Order No. 4598	**Purchase of Ammunition** Ordering practice rifle/pistol and shotgun ammunition. The Police Department uses Winchester ammunition for these weapons systems and the only supplier to law enforcement for Winchester ammunition is Adamson Police Products. **Total Contract Amount: $111,961** **FundingSource: General Fund**	**$111,961**

ATTACHMENT #1
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 09/17/13

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

Prepared By: Anthony Emmert, Water Resources Manager AE Agenda Item No. S-3

Reviewed By: City Manager KRB City Attorney SMF Finance JL Public Works

DATE: September 4, 2013

TO: City Council

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

SUBJECT: **Agreement No. A-7612 for Professional Services with Prousys, Inc. for Supervisory Control and Data Acquisition Systems Support Services for the Water, Wastewater and Recycled Water Systems**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement (A-7612) with Prousys, Inc. for an amount not to exceed $600,000, for three years of Supervisory Control and Data Acquisition (SCADA) systems support services for the Water, Wastewater and Recycled Water Systems.

DISCUSSION

On February 28, 2012 the City's Purchasing Division and Water Resources Division sent out a competitive Request for Qualifications (RFQ) for SCADA services for water resources systems. The RFQ was published in the Ventura County Star, posted on the City's website, and mailed to eight (8) firms, with a closing bid date of March 22, 2012. Two (2) additional firms pulled the RFQ from the website. A mandatory meeting was held on March 14, 2012. Three (3) firms attended the mandatory meeting; of these, all three (3) firms provided proposals. A team made up of Public Works and Information Systems staff members interviewed the three (3) firms. The interview team found Prousys to be the most qualified. Staff subsequently negotiated the final scope and schedule of charges. The Public Works Department recommends the City award the contract to Prousys.

The City Water System includes: 10 water wells, 5 turnouts from the United Water Conservation District (United WCD) Oxnard-Hueneme Pipeline System, one turnout from the Calleguas Municipal Water District Water System, one reverse-osmosis treatment plant, 6 blending stations, over 500 miles of transmission and distribution pipelines, a network of remote pressure monitoring stations, and a pipeline to deliver water to the Port Hueneme Water Agency. Staff based at the City's Water Campus controls the Water System. The City Wastewater System includes over 375 miles of collection pipelines, 19 lift pumping stations, and one regional wastewater treatment plant that serves the City of Oxnard, City of Port Hueneme, Naval Base Ventura County, Channel Islands Beach Community Services District, El Rio, Nyeland Acres, and Las Posas Estates. Staff based at the Wastewater Treatment Plant (OWTP) controls the Wastewater System. The City Recycled Water System includes the Advanced Water Purification Facility (AWPF) and 12 miles of recycled water distribution pipelines. Staff based at the OWTP controls the recycled water treatment and staff based at the Water Campus controls the recycled water distribution and customer systems. The SCADA System uses leased phone lines or radio to convey data from each remote location to the centralized control locations.

Under the terms of the agreement, Prousys will provide on call and/or emergency SCADA support for the Water, Wastewater and Recycled Water systems, including: diagnostic testing, programming, software, hardware, instruments, radio and computer network communications, electrical, and computer repair or replacement. Emergency service will be on a 24 hour/7 day basis, with a 30 minute maximum call back response time and a 2 hour maximum on-site response required.

Prousys has extensive experience in SCADA system design and integration specifically focused in the water/wastewater industry, as well as general process control systems hardware and software, and has provided SCADA on call and emergency services to water and wastewater agencies for many years. From 2000 through 2008, Prousys provided SCADA system support services to City of Oxnard for its wastewater and water systems.

Electrical, instrumentation, and control systems are becoming increasingly important to ensure the City's compliance with strict water and air quality regulations. Additionally, many of the existing SCADA hardware and software components in the water and wastewater systems are no longer being supported by their manufacturers. These systems will need to be evaluated, a plan put together, and an upgrade project carried out in the near future. The cost will be several million dollars. Also, the expansion of the Recycled Water Distribution System will require significant SCADA work to integrate the City's new Recycled Water System with the existing Water SCADA System and the United WCD Pumping Trough Pipeline System and the Pleasant Valley County Water District System. The AWPF is already integrated with the Wastewater Treatment Plant. The cost of this effort will also be several million dollars. The Public Works Department is currently working on a SCADA master plan for consideration by the City Council. The plan will include recommendations on the best combination of staff, consultants, and contractors to carry-out the needed projects and ongoing maintenance efforts.

FINANCIAL IMPACT

The term of the agreement is three (3) years, for a total not to exceed $600,000. Sufficient funds are available on an annual basis under the Water Operation Fund, Account Nos. 601-6010-842-8209 and 601-6012-842-8209, Wastewater Collection System Maintenance and Upgrade Fund, Account No. 611-6103-842-8209, and Wastewater Treatment System Maintenance and Upgrades Fund, Account No. 621-6205-842-8209, to cover the annual cost of the agreement.

AAE:jh

Attachment #1 – Agreement No. A-7612

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of September, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Prousys, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Department Director ("Manager"), subject to the direction of the City Manager or Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Principal in Charge

Consultant hereby designates Kevin A. Mueller, President, as its principal-in-charge and person responsible for necessary coordination with Manager.

9. Permits, Licenses, Certificates

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

10. City's Responsibility

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

11. Term of Agreement

This Agreement shall begin on September 17, 2013, and expire on September 16, 2016.

12. Termination

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

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

13. Compensation

a. City agrees to pay Consultant in an amount not to exceed $600,000 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

14. Method of Payment

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

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

15. Responsibility for Expenses

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

16. Non-Appropriation of Funds

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

17. Records

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

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

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

18. Maintenance and Inspection of Records

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

19. Confidentiality of Information

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

20. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct from any acts or omissions of Consultant related to this Agreement as performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

21. Insurance

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

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

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

22. Independent Contractor

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

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

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

23. Consultant Not Agent

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

24. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant 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, Consultant 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 Consultant's personnel providing the services set forth in this Agreement.

25. Assignability of Agreement

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

26. Successors and Assigns

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

27. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

28. Force Majeure

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

29. Time of Essence

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

30. Covenants and Conditions

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

31. Governing Law

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

32. Compliance with Laws

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

33. Severability

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

34. Waiver

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

35. Counterparts

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

36. Arbitration

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

37. Expenses of Enforcement

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

38. Authority to Execute

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

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

39. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Prousys, Inc., 4700 New Horizon Boulevard, Bakersfield, CA 93313, Attention: Stephanie Beaty, Project Assistant.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attention: Anthony Emmert, Water Resources Manager.

40. Amendment

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

41. Entire Agreement

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

CITY OF OXNARD	VENDOR
Tim Flynn, Mayor	Kevin A. Mueller, President
ATTEST:	APPROVED AS TO INSURANCE:
Daniel Martinez, City Clerk	James Cameron, Risk Manager
APPROVED AS TO FORM:	APPROVED AS TO AMOUNT:
Stephen M. Fischer, Acting City Attorney	Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

EXHIBIT A
SCOPE OF SERVICES

SCADA SYSTEM SUPPORT

Consultant shall provide on call and/or emergency support including software, hardware, instrumentation, radio, computer network communications, electrical, and computer repair or replacement services. Consultant shall be available year-round and available on a 24-hour/7-day basis. For emergency services, a 30-minute maximum call back response time with a 2-hour maximum on-site response is required. For on call services, services shall be scheduled to occur within two weeks. Consultant shall provide best management practices in protecting the SCADA system when using non-City computers or peripherals.

SCADA INTEGRATION SERVICES

Consultant will provide Supervisory Control and Data Acquisition (SCADA) integration services, including trouble shooting, programming, report generation, report writing, support, and modifications for water treatment plant, water blending stations, wastewater treatment plant, wastewater lift stations, recycled water treatment plant and recycled water distribution SCADA systems on an on call and/or emergency basis.

Services shall include, but are not limited to:

Water System

System-Wide

- Calibrate/replace instrumentation, sensors and switches (pressure, flow, level and temperature)
- Calibrate/refurbish/replace chemical (pH, conductivity, chlorine, ammonia and chloramines) analyzers
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Work with City Information Systems Department and Verizon to isolate and remove sources of SCADA network dropouts
- Analyze power monitor data for real-time efficiency and time-of-use (TOU) evaluation
- Calibrate water system instrumentation

Water Campus

- Evaluate and repair communication network – coordinate with Verizon and City Information Systems regarding upgrading network switches

BS No. 1 Desalter

- Isolate reverse osmosis (RO) skids Flex I/O from SCADA local area network (LAN)
- Solve ControlNet module lockups
- Refurbish/replace flow control valves

BS No. 3

- Calibrate water system instrumentation

BS No. 5

- Calibrate water system instrumentation

BS No. 6

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) backfeed control loop
- Develop BS No. 6 bypass scheme for backup CMWD supply to BS No. 1

Wellfield #2

- Clean up analog and digital control wiring
- Integrate pressure and conductivity data into Calleguas Municipal Water District (CMWD) backfeed control loop

Wastewater System

Wastewater Treatment Plant

- Calibrate/replace instrumentation, sensors and switches (pressure, flow, level and temperature)
- Refurbish/replace Uninterruptible Power Supplies (UPSs)
- Clean-up bad tags that are causing errors
- Evaluate opportunities to extend City's fiber backbone to remote sites (lift stations, flow monitoring, etc.)
- Integration of the combined effluent sampling station with existing Wastewater Treatment Plant and Advanced Water Purification Facility control systems.

EXHIBIT B
HOURLY RATE SCHEDULE

Project Administration	
Sr. Project Manager	$125
Project Manager	$115
Project Lead	$100
Project Assistant/Administration	$ 50

Shop Services	
Fabrication Journeyman	$ 70
Fabrication Apprentice	$ 60
Fabrication Apprentice Helper	$ 50

Instrumentation Electrical Technician (IET) Field Services	
Sr. Communications Technician	$ 85
Sr. Automation Technician	$ 75
Automation Technician II	$ 70
Automation Technician I	$ 65

Equipment/Services	
Travel Expenses	At Cost
Mileage	$1.25/mi. or $20/hr. for Service Truck

Engineering	
Principal Engineer	$200
Engineering Manager	$125
Sr. Project Engineer	$120
Engineer II	$110
Engineer I/Engineer's Technical Resource (ETR) III	$100
Engineer's Technical Resource II	$ 85
Engineer's Technical Resource I	$ 50

Design	
Lead Designer	$ 90
Sr. Designer	$ 80
Designer	$ 70
Drafter	$ 60

Software	
Sr. Systems Analyst	$125
Systems Analyst II	$115
Systems Analyst I	$110
Analyst	$100

Cost estimates, fixed bids, not to exceed pricing, and Service Agreement rates are available upon request. Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday. Straight time rates apply to work during normal business hours and 40 or less hours per week. Overtime one and one half time rates will be billed for time over 40 hours per week or for work outside of normal business hours. Overtime double time rates will be billed for time over 80 hours per week, holiday work or Sunday work. Priority Technical Support requiring immediate response (within 24 hours of request) will be charged at time and one half rate, with a minimum of four hours billed. Telephone Technical support will be billed at a minimum of 2 hours. All field rates are billed Portal to Portal.

Rates effective January 1, 2013, until further notice.

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7612
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

8/13

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

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 [ ] 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** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. A-7612 300 W. Third Street, Suite 302 Oxnard CA 93030	**CANCELLATION** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

Rev. 8/13 INS-A.doc

Attachment No. 1
Exhibit INS-A
Page 15 of 17

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

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ____________		
☐ ____________		

OTHER PROVISIONS

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

Name: ____________
Address: ____________

Telephone: ( ) ____________

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7612
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____________

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

Signature ____________
(original signature required)
Telephone: ( ) ____________ Date Signed: ____________

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	**SUBMIT IN DUPLICATE** ENDORSEMENT NO. / ISSUE DATE (MM/DD/YY)
PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits
NAMED INSURED	❒ Deductible ❒ Self-Insured Retention (check which) of $ ______ with an Aggregate of $______ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which) **APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE	**OTHER PROVISIONS**
❒ COMMERCIAL AUTO POLICY ❒ BUSINESS AUTO POLICY ❒ OTHER	
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.
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. A-7612** **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 ______

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 09/17/13

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

Prepared By: Lou Balderrama, City Engineer LB   Agenda Item No. S-4

Reviewed By: City Manager KB City Attorney SMF Finance MW Public Works

DATE: September 4, 2013

TO: City Council

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

SUBJECT: **Project Specification PW13-08 Victoria Avenue Improvement Project**

RECOMMENDATION

That City Council:

1. Approve Project Specification No. PW03-18 for the design and construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street and to authorize staff to solicit bids.

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 $914,857 for the construction of the Victoria Avenue Improvement Project and $60,000 from the Transportation Development Act (TDA) Fund for local matching funds of the project.

DISCUSSION

The Victoria Avenue Improvement Project will consist of removal of the existing asphalt concrete sidewalk, berm and regrading the existing open channel for the installation of an additional asphalt concrete lane and reconstruction of the street shoulder along Victoria Avenue. The project will modify existing striping for the additional lane to provide for three Northbound through lanes and a bike lane. The street shoulder work includes the construction of concrete curb, gutter and sidewalk, drainage catch basins, and local depressions. The project scope also includes installation of a multi-use trail, median, traffic striping and street lighting. The new improvements will enhance the safety of pedestrians and school students who walk along Victoria Avenue which is a high speed primary arterial in the City of Oxnard.

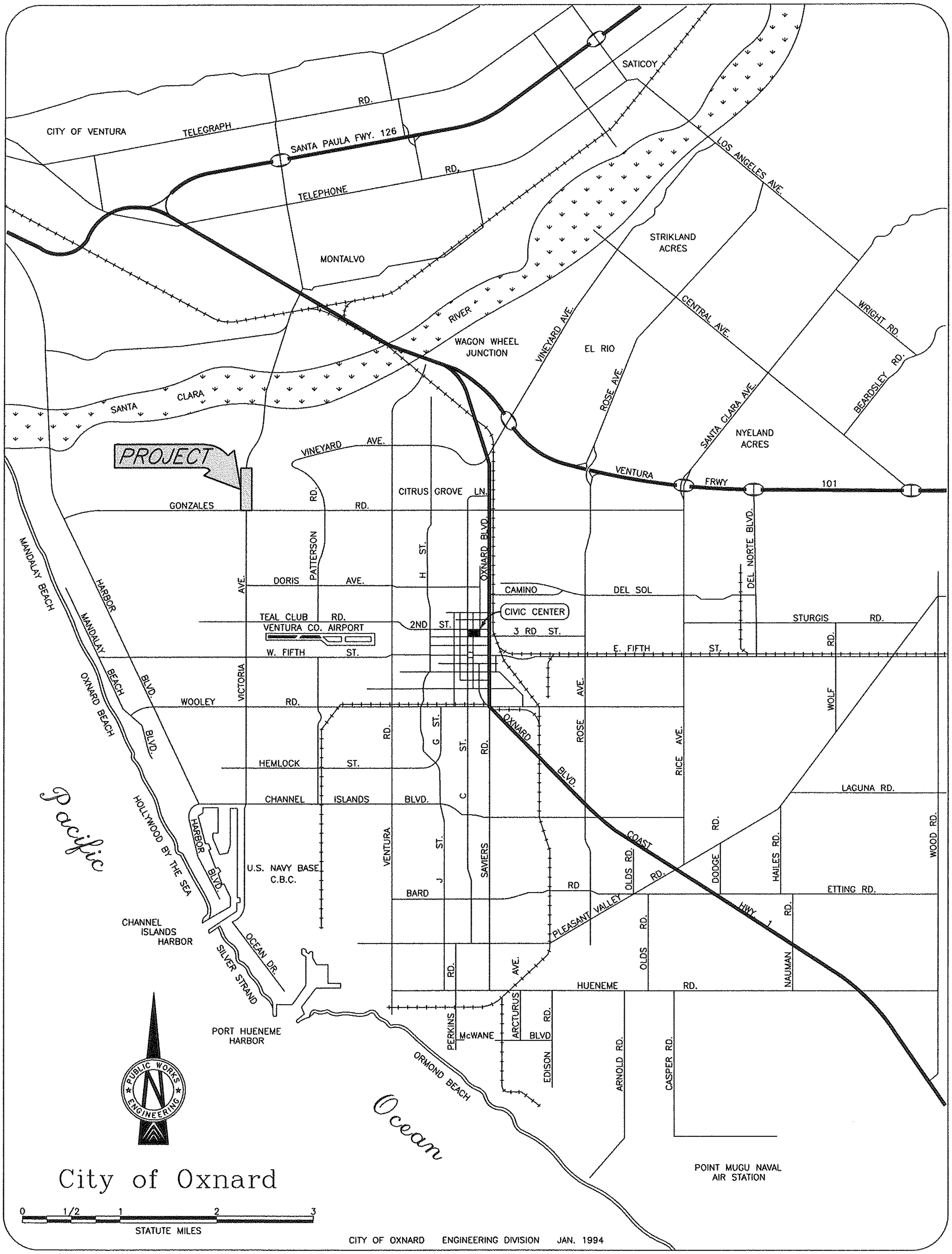
The City was awarded $914,957 in federal STA funds for the construction of the Victoria Avenue Improvement Project. STA was established and is authorized by the Federal Government as a federal aid program for transportation projects that are administered by Caltrans. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

FINANCIAL IMPACT

A Special Budget Appropriation in the amount of $914,857 recognizes an STA federal transportation grant administered by Caltrans for the construction of the Victoria Avenue Improvement Project and $60,000 from the Transportation Development Act Fund balance for local matching fund requirement. Circulation System Improvement Fees of $54,225 had been previously appropriated in the Victoria Avenue Improvement Project that provides the remaining local matching funds required for this project.

Attachment #1 - Project Site Map
#2 - Special Budget Appropriation

Note: Plans and specifications for PW13-08 for the Victoria Avenue Improvement Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.



LOCATION MAP

VICTORIA AVE. (from GONZALES RD. to GUM TREE ST.)
IMPROVEMENT PROJECT
SPECIFICATION No. 13-08

Attachment No. 1
Page 1 of 1

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works **Date:** September 17, 2013
Project/Program
Manager: Rob Rohanian **Phone:** 385-7682

Reason for Appropriation:

To recognize Federal grant revenue and appropriation of $914,957 from Caltrans Project No STPL - 5129 (073) per. Program Supplement No. 051 of Agreement 07-5129R and Authroization to Proceed with Construction Summary from Caltrans and $60,000 from Transportation Development Act fund balance for local matching funds.

Accounts and Descriptions		AMOUNT
Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)		
Revenues/Transfers In		
VICTORIA AVENUE IMPROVEMENT PROJECT (083139)		
275-3061-531.72-01	FEDERAL GRANT REVENUES	914,957
	Sub-total Revenues	914,957
Expenditures/Transfers Out		
VICTORIA AVENUE IMPROVEMENT PROJECT (083139)		
275-3061-826.86-05	CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	914,957
	Sub-total Expenditures	914,957
	Net Change to Fund Balance	**0**

Accounts and Descriptions		AMOUNT
Fund: TRANSPORTATION DEVELOPMENT ACT (214)		
Expenditures/Transfers Out		
VICTORIA AVENUE IMPROVEMENT PROJECT (083139)		
214-3061-826.86-05	CAPITAL OUTLAY / IMPROVEMENTS - MAJOR REPAIR	60,000
	Sub-total Expenditures	60,000
	Net Change to Fund Balance	**(60,000)**
	Net Appropriation Change	**974,957**

Approvals

Department Director [signature]

Chief Financial Officer [signature]

City Manager Karen R. Brunham

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only)______
BA Doc# (Finance Use Only)______
Revised : 2/23/2012

Attachment No. 2
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