

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



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

March 18, 2014

4:30 P.M. – CLOSED SESSION

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency and the Oxnard Financing Authority and 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 5 for description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. INSTALLATION OF NEWLY APPOINTED YOUTH COMMISSIONERS

1. SUBJECT: City Clerk Administers Oath of Office to Youth Commissioners.

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

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

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSHousing Department

1. SUBJECT: Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing. (001)
RECOMMENDATION: 1) Hold a public hearing to receive comments concerning the fourth year of the Five-Year Agency Plan and the 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and 2) Adopt a resolution: (a) Approving the Five-Year and Annual Agency Plan for the Housing Authority; (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; (c) Authorizing the Housing Director to execute and submit all reports, documents and all other certification required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan; (d) Approving the 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan.
Legislative Body: HA Contact: Jesus Andrade Phone: 385-8187

I. PUBLIC HEARINGS – 6:15 P.M.Housing Department

1. SUBJECT: Priorities and Objectives for Fiscal Year 2014-2015 Annual Action Plan. (019)
RECOMMENDATION: Conduct a second public hearing to consider a report and public testimony and to provide direction to the Housing Director regarding the specific priorities and measurable objectives to be addressed in the Annual Action Plan.
Legislative Body: CC Contact: Juliette Dang Phone: 385-7493

J. APPOINTMENT ITEMS – 6:30 P.M.Finance Department

1. SUBJECT: Fiscal Year 2012-13 Audit Report. (035)
RECOMMENDATION: Receive a report on the Fiscal Year 2012-13 Financial Audit.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

K. REPORTSFinance Department

1. SUBJECT: Strategic Budget Priorities. (043)
RECOMMENDATION: Receive a report and provide direction on the development of strategic budget priorities (SBP) and the budget development calendar for Fiscal Year 2014-15.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

1. **SUBJECT:** Recognition of the Oxnard Executive Managers Association (OEMA). (049)
RECOMMENDATION: Grant recognition to the OEMA as representative of the City's executive management employees group for purposes of the Meyers-Milias-Brown Act.
2. **SUBJECT:** Update and Provide Status Report to City Councilmembers on Process of a One-Stop Shop (Mayor Flynn)
3. **SUBJECT:** Consideration and Discussion of Proposals from City Council Procedures Committee (Attachment 1). (Mayor Flynn) (051)

N. PUBLIC COMMENTS ON REPORTS

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

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION**Q. REVIEW OF INFORMATION/CONSENT AGENDA**

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDACity Attorney Department

1. SUBJECT: Withdrawal of Non-Responsibility Determination. (053)
RECOMMENDATION: Withdraw December 3, 2013 determination that Los Angeles Engineering, Inc. (LAE) was non-responsible to perform work on the PW03-18 Hueneme Road Widening Improvement Project.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7483

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for January 14 and 28; February 4, 11 and 25; and March 4, 2014. (055)
RECOMMENDATION: Approve.
Legislative Body: HA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

3. SUBJECT: Agreements for City Council Review. (063)
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

Development Services Department

4. SUBJECT: Non Exclusive License Agreement. (069)
RECOMMENDATION: Authorize the Mayor to Execute a Non Exclusive License Agreement between the City of Oxnard, a California municipal corporation, and Viola Industries, a general partnership, to allow the installation and maintenance of a left-turn pocket on eastbound Wooley Road west of Rose Avenue.
Legislative Body: CC Contact: Jason Samonte Phone: 385-7872

Police Department

5. SUBJECT: State of California Grant for Selective Traffic Enforcement. (077)
RECOMMENDATION: Adopt a resolution: 1) Authorizing the City Manager to execute and submit an application for \$352,122.80 in grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2014/15 Selective Traffic Enforcement Program; 2) Authorizing the City Manager or designee to execute grant agreements; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and 4) Authorizing the Chief of Police or designee to submit non-financial reports.
Legislative Body: CC Contact: Brian Woolley Phone: 385-7847

6. **SUBJECT:** Resolution Commending Larry Eklund for Over Twenty-Six Years of Service to the City of Oxnard. (081)
RECOMMENDATION: Approve Resolution.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

Public Works Department

7. **SUBJECT:** Agreement with Venco Power Sweeping, Inc. for City-wide Street Sweeping Services. (083)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Venco Power Sweeping, Inc. (A-7659) in the amount of \$900,081 for City-wide street sweeping services for a two-year term from April 1, 2014 through March 31, 2016.
Legislative Body: CC Contact: Grant Dunne Phone: 385-7956

C. CLOSED SESSION - Continued from Page 1

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**
CC (Government Code section 54956.9 (d)(1))
Name of case: Edmund Sotelo v. City of Oxnard, United States District Court,
Case No. CV13-6039 FMO(MRWx)

The Interim 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 REAL PROPERTY NEGOTIATORS.**
CC Instructions to negotiators, Karen Burnham, Interim City Manager, and Matthew Winegar, Development Services Director, concerning negotiations with Ravello Holdings, Inc., Brighton Management LLC, Ventura County Fusion Soccer Academy and Cerberus California, LLC, regarding the price and terms of payment for the possible purchase and/or sale of (a) 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields, (b) 20 acres of land west of Ventura Road and North of Vineyard Avenue and (c) 9.54 acres of land located east of the River Ridge Golf Club, west of Ventura Road and south of the Santa Clara River.

The Interim City Manager and Development Services Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the City Council to review the status of negotiations for the potential purchase and/or sale of real property and to provide instructions to the negotiators.

T. ADJOURNMENT



Meeting Date: 03 /18 /2014

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

Prepared By: Jesús Andrade, Housing Programs Supervisor

Agenda Item No. H-1

Reviewed By: City Manager SMH

City Attorney SMF

Finance J.L.

Other (Specify) _____

DATE: February 08, 2014

TO: Housing Authority Board of Commissioners

FROM: William E. Wilkins, Housing Director
Oxnard Housing Authority

SUBJECT: **Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing**

RECOMMENDATION:

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

- (1) Hold a public hearing to receive comments concerning the fourth year of the Five-Year Agency Plan and the 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan;
- (2) Adopt a resolution:
 - (a) Approving the Five-Year and Annual Agency Plan for the Housing Authority;
 - (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - (c) Authorizing the Housing Director to execute and submit all reports, documents and all other certification required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;
 - (d) Approving the 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and
 - (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

SUMMARY

The Oxnard Housing Authority (OHA) Agency Plan consists of a Five-Year Plan and the Annual Plan. The Five-Year Plan describes the mission of the Housing Authority and the long-range goals and objectives for achieving the mission over the course of the five-year period. The Annual Plan coincides with the fiscal year, and provides details about the OHA's immediate operations, program participants,

programs, and services, as well as OHA strategies for handling operational and resident concerns in the upcoming fiscal year. The two planning mechanisms (the Five-Year Plan and the Annual Plan) require the OHA to examine existing operations and needs, and to design long and short-range strategies to address those needs. The proposed amendments for the 2011-2016 Five-Year Plan and the 2014-2015 Annual Plan are focused on policy changes, including proposed changes which affect Low-Income Public Housing, Section 8 Housing Choice Voucher Program and the Family Self Sufficiency Action Plan.

In addition to the Five-Year and Annual Plans, the OHA is required to adopt an annual budget for the Capital Fund Program funds ("Capital Fund") as part of the Annual and Five-Year Plans.

DISCUSSION:

The requirement to develop a Five-Year and Annual Agency Plan is set forth in the Quality Housing and Work Responsibility Act of 1998 (the Act). The Five-Year and Annual Agency Plan must be consistent with the City's Consolidated Plan, and its development involves consultation with affected groups.

The purpose of the Five-Year and Annual Agency Plan along with the Admissions and Continued Occupancy Policy and Administrative Plan is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, participants in the Section 8 Program, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

Five-Year and Annual Agency Plan updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan, and in accordance with HUD requirements.

The proposed changes included in the OHA 2014-2015 Annual Agency Plan were made available for public review on January 8, 2014 and submitted to the Resident Advisory Board (RAB) for its review and input. The RAB, consisting of two Tenant Commissioners, twelve other public housing residents, and one Section 8 tenant, conducted public meetings to discuss the Plan on January 8, and January 22, 2014. Oxnard Housing Authority staff made presentations to the RAB at those meetings and responded to inquiries and suggestions from RAB members and others. Additionally, a forty-five day period, running through February 22, 2014, was established for submission of written comments by the public on the proposed changes to the Five-Year and Annual Agency Plan.

The recommended amendments to the Five-Year and Annual Plan include three changes proposed for the Low-Income Public Housing Program, and three changes proposed to the Section 8 Housing Choice Voucher Program, as specified in the following sections.

PROPOSED AMENDMENTS TO LOW INCOME PUBLIC HOUSING POLICIES

The first proposed change relates to applicants for the Public Housing and the Section 8 Voucher Program. Should the PHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the PHA must offer the family the opportunity to remove the ineligible family member from the Household. If the family is unwilling to remove that individual from the household, the PHA must deny admission to the family.

The second proposed change for the Public Housing and Section 8 Voucher Program is what the OHA includes in annual income derived from the assets. Specifically, when net family assets are \$5,000 or less, the OHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of \$5,000, the OHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by an average passbook savings rate determined by the OHA.

- The PHA is to establish a passbook rate within 0.75 percent of the national average.
- The PHA must review its passbook rate annually to ensure that it remains within 0.75 percent of the national average. The PHA will initially set the imputed asset passbook rate annually, in December of each year. Changes to the passbook rate will take effect on February 1, following the December review.

The third proposed change relates to the tenants for the Public Housing and the participants of the Section 8 Voucher Program. Should the OHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the OHA must immediately terminate the assistance for the household member. In this situation, the OHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the OHA must terminate assistance for the household.

CAPITAL FUND PLAN

The primary purpose of the Capital Fund Program is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary management improvements. For the coming fiscal year, the OHA is presenting a budget of \$1,567,798 for the Capital Fund Program activities. Those are set forth in Attachments #1 and #2 hereto. The final funding is yet to be determined and is based upon congressional appropriation.

FINANCIAL IMPACT:

The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately \$1.5 million under the Capital Fund. Adoption of an Agency Annual Plan is required for the OHA to receive the funds set forth in the Annual and Five-Year Plan of the Capital Fund Program.

- Attachment #1 – Proposed Capital Fund Annual Statement for 2014-2015
#2 – Proposed Capital Fund Program Five-Year Action Plan
#3 – Resolution Approving the Five-Year Capital Fund Plan.

Note: Copies of the Five-Year/Annual Agency Plan are available for public review at the Circulation Desk in the Library after 6:00 p.m. on the Wednesday prior to the Council meeting and at the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary		PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-14 Date of CFFP: 1/9/2014		Replacement Housing Factor Grant No:		FFY of Grant: 2014		FFY of Grant Approval:	
Type of Grant: ☒ Original annual Statement ☐ Performance and Evaluation Report for Period Ending:											
☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Final Performance and Evaluation Report											
Line	Summary by Development Account	Original	Revised *	Total Estimated Cost	Obligated	Total Actual Cost ¹	Expended				
1	Total non-CFFP Funds										
2	1406 Operations (may not exceed 20% of line 20) *	\$	313,559.75								
3	1408 Management Improvements	\$	12,000.00								
4	1410 Management Fees (may not exceed 10% of line 20)	\$	108,440.25								
5	1411 Audit										
6	1415 Liquidated Damages										
7	1430 A & E Fees	\$	20,000.00								
	1430 Advertising	\$	5,000.00								
	1430 Planning Salaries/Benefits	\$	40,000.00								
8	1440 Site Acquisition										
9	1450 Site Improvement										
10	1460 Dwelling Structures	\$	577,000.00								
11	1465.1 Dwelling Equipment - Nonexpendable										
12	1470 Nondwelling Structures										
13	1475 Nondwelling Equipment (Computer Hardware)	\$	40,000.00								
14	1475 Construction Vehicle	\$									
15	1485 Demolition										
16	1492 Moving to Work Demonstration										
17	1495.1 Relocation Costs										
18a	1501 Collateralization or Debt Service paid by PHA										
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	\$	438,798.75								
19	1502 Contingency (may not exceed 8% of line 20)	\$	15,000.00								
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$	1,567,798.75								
21	Amount of line 20 Related to LBP Activities										
22	Amount of line 20 Related to Section 804 compliance										
23	Amount of line 20 Related to Security - Soft Costs										
24	Amount of line 20 Related to Security - Hard Costs										
25	Amount of line 20 Related to Energy Conservation Measures	\$	237,000.00								

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0228
Expires 4/30/2011

Part I: Summary		Grant Type and Number		FFY of Grant:	
PHA Name: Oxnard Housing Authority		Capital Fund Program Grant No: CA16-P031-501-14		2014	
		Date of CFFP: 1/9/2014		FFY of Grant Approval:	
Type of Grant:					
[X] Original annual Statement		[] Revised Annual Statement (Revision no:)			
[] Performance and Evaluation Report for Period Ending:		[] Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost	Revised	Obligated	Expended
Signature of Executive Director for		Total Actual Cost			
Date		Date			

12/11/2013

ATTACHMENT # 1
PAGE 2 OF 7

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages		Grant Type and Number		Capital Fund Program Grant No: CA16-P031-501-14		CFFP (YES/ No):		Federal FFY of Grant:	
PHA Name:		Oxnard Housing Authority		Replacement Housing Factor Grant No:		2014		2014	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost	Original	Revised*	Funds Obligated *	Funds Expended *	Status of Work
CAL 31-0	Operations	1406		\$ 313,559.75					
PHA WIDE	Professional Development/								
	PAPA Certification (PH grounds workers)	1408		\$ -					
	NAHRO Conference/Training (PH staff)	1408		\$ -					
	PH Occupancy & Management Training (PH staff)	1408		\$ -					
	Financial Training (PH staff)	1408		\$ -					
	Compliance Monitoring	1408		\$ -					
	Professional Development	1408		\$ 500.00					
	Resident Services /								
	GED Classes	1408		\$ -					
	Teen parent program	1408		\$ -					
	ESL (English as Second Language) Classes	1408		\$ -					
	Youth Job Development	1408		\$ -					
	Consultants/ \$18,000								
	Physical Inspection Consultants	1408		\$ -					
	IT Consultant	1408		\$ 10,000.00					
	PH Grant Writer	1408		\$ -					
	HA Consultant	1408		\$ 1,000.00					

* To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
* To be completed for the Performance and Evaluation Report.

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

* To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
† To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0228
Expires 4/30/2011

Part II: Supporting Pages																
PHA Name: Oxnard Housing Authority			Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-14		CFPP (YES/ No):Yes		Federal FFY of Grant: 2014									
Replacement Housing Factor Grant No:			Development Account No.		Quantity		Total Estimated Cost		Total Actual Cost		Status of Work					
Development/ Number Name/PHA-Wide Activities			General Description of Major Work Categories		Development Account No.		Quantity		Original		Revised ¹		Funds Obligated ²		Funds Expended ²	
OHA Wide			Security System (C)		1460				\$ -							
CAL 31-2			Occupancy Rehab (C)		1460				\$ 500.00							
Felicita Ct.			Bathrooms (C)		1460				\$ 200,000.00							
			HVAC/ Admin Building		1460				\$ 37,000.00							
			Total 31-2:						\$ 237,500.00							
CAL 31-3			Occupancy Rehab (C)		1460				\$ 500.00							
Colonia Road			Fascia Boards Repair (C)		1460				\$ 15,000.00							
			Total 31-3:						\$ 15,500.00							
CAL 31-4			Bathrooms Vanities (C)		1460				\$ 112,000.00							
Pleasant Valley			Occupancy Rehab (C)		1460				\$ 500.00							
			Exterior Painting		1460				\$ 210,000.00							
			Total 31-4:						\$ 322,500.00							
CAL 31-5			Occupancy Rehab (C)		1460				\$ 500.00							
Plaza Vista			Total 31-5:						\$ 500.00							
CAL 31-7			Occupancy Rehab (C)		1460				\$ 500.00							
Scattered Sites			Total 31-7:						\$ 500.00							
CAL 31-8			Occupancy Rehab (C)		1460				\$ 500.00							
Palm Vista			Total 31-8:						\$ 500.00							
			CA16-P031-501-13 Total:						\$ 1,567,798.75							

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages				Grant Type and Number				Federal FFY of Grant:			
PHA Name:		Oxnard Housing Authority		Capital Fund Program Grant No: CA16-P031-501-14		CFFP (YES/No):Yes		2014			
Development Number		General Description of Major Work Categories		Development Account No.		Quantity		Total Estimated Cost		Total Actual Cost	
Name/PHA-Wide Activities								Original		Revised ¹	
								Funds Obligated ²		Funds Expended ²	
	CFFP Bond							5,745,000			
	Total CFFP Bond:							5,745,000			
	Usage										
	CFFP Underwriters Discount							86,175			
	CFFP Issuance Cost							52,428			
	CFFP Debt Service Reserve							458,138			
	CFFP Capitalization Interest							130,693			
	CFFP Project Construction							5,016,663			
	CFFP Rounding Amount							2,903			
	Total CFFP Usage:							5,745,000			
	CFFP Project Construction Usage										
	Details										
	CFFP Administration 31-0							362,743			
	CFFP Vacancy Cost 31-0							68,014			
	CFFP Maintenance Cost 31-0							27,205			
	CFFP Contingency 31-0							158,701			
	Total 31-0:							616,663			
	CFFP Construction Cost 31-3							3,000,000			
	Total 31-3:							3,000,000			
	CFFP Construction Cost 31-4							1,400,000			
	Total 31-4:							1,400,000			
	CFFP Total Project Construction Cost:							5,016,863			

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0228
Expires 4/30/2011

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name:		Oxnard Housing Authority				Federal FY of Grant:	
Development Number Name/HA-Wide Activities		All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised target Dates ¹	
		Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
CAL 31-0	PHA-Wide	9/11/2016		9/11/2018			
CAL 31-1	The Courts	9/11/2016		9/11/2018			
CAL 31-2	Felicia Court	9/11/2016		9/11/2018			
CAL 31-3	Colonia Road	9/11/2016		9/11/2018			
CAL 31-4	Pleasant Valley	9/11/2016		9/11/2018			
CAL 31-5	Plaza Vista	9/11/2016		9/11/2018			
CAL 31-7	Scattered Sites	9/11/2016		9/11/2018			
CAL 31-8	Palm Vista	9/11/2016		9/11/2018			

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9 of the U.S. Housing Act of 1937, as amended.

Capital Fund Program Five-Year Action Plan						
Part I: Summary						
PHA Name: Oxnard Housing Authority		[X] Original 5-Year Plan [] Revision no:				
Development Number/Name/HA-Wide	Year 1 2014	Work Statement for Year 2 FFY Grant: 2015 PHA FY: 2016	Work Statement for Year 3 FFY Grant: 2016 PHA FY: 2017	Work Statement for Year 4 FFY Grant: 2017 PHA FY: 2018	Work Statement for Year 5 FFY Grant: 2018 PHA FY: 2019	
	Actual Statement					
CAL 31-0 OHA-Wide		\$ 1,086,513.75	\$ 1,088,285.00	\$ 1,084,192.50	\$	1,084,215.00
OHA Wide Security System		\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$	25,000.00
CAL 31-1 The Courts						
CAL 31-2 Felicia Court		\$ 500.00	\$ 500.00	\$ 217,500.00	\$	448,300.00
CAL 31-3 Colonia Road		\$ 500.00	\$ 415,500.00	\$ 154,500.00	\$	40,500.00
CAL 31-4 Pleasant Valley		\$ 24,500.00	\$ 500.00	\$ 500.00	\$	130,500.00
CAL 31-5 Plaza Vista		\$ 500.00	\$ 500.00	\$ 50,500.00	\$	10,500.00
CAL 31-7 Scattered Sites		\$ 440,500.00	\$ 455,500.00	\$ 500.00	\$	500.00
CAL 31-8 Palm Vista		\$ 726,500.00	\$ 308,500.00	\$ 563,500.00	\$	250,500.00
CFP Funds Listed for 5-year planning		\$ 2,304,513.75	\$ 2,294,285.00	\$ 2,096,192.50	\$	1,990,015.00
Replacement Housing Factor Funds						

Capital F
Part II: Supplementing Pages - Work Activities

Program Five-Year Action Plan								
Part II: Supporting Pages - Work Activities								
Activities for Year 1 2014			Activities for Year: 2 FFY Grant: 2015 PHA FY: 2016			Activities for Year: 3 FFY Grant: 2016 PHA FY: 2017		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost		Estimated Cost
	PHA-Wide	Operations	\$ 320,000.00	PHA-Wide	Operations	\$ 320,000.00		\$ 320,000.00
See Annual Statement	Cal 31-0			Cal 31-0				
		Management Improvement	\$ 50,000.00		Management Improvement	\$ 50,000.00		\$ 50,000.00
		Management Fees	\$ 120,000.00		Management Fees	\$ 120,000.00		\$ 120,000.00
		A&E Fees	\$ 40,000.00		A&E Fees	\$ 40,000.00		\$ 40,000.00
		Advertising	\$ 5,000.00		Advertising	\$ 5,000.00		\$ 5,000.00
		Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00		\$ 40,000.00
		Computer Hardware	\$ 40,000.00		Computer Hardware	\$ 40,000.00		\$ 40,000.00
		CFFP Bond Payment	\$ 441,513.75		CFFP Bond Payment	\$ 443,285.00		\$ 443,285.00
		Contingency	\$ 30,000.00		Contingency	\$ 30,000.00		\$ 30,000.00
	Cal 31-0 Subtotal:		\$ 1,086,513.75	Cal 31-0 Subtotal:		\$ 1,088,285.00		\$ 1,088,285.00
	Total CFP Estimated Cost							

Capital F
Part II: Supporting Pages - Work Activities

Activities for Year 1 2014	Activities for Year: 2 FFY Grant: 2015 PHA FY: 2016			Activities for Year: 3 FFY Grant: 2016 PHA FY: 2017		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	OHA Wide	Security System	\$ 25,000.00	OHA Wide	Security System	\$ 25,000.00
	Felicia Court			Felicia Court		
	CAL 31-2	Occupancy Rehab	\$ 500.00	CAL 31-2	Occupancy Rehab	\$ 500.00
	CAL 31-2 Subtotal:			CAL 31-2 Subtotal:		
	Colonia Village		\$ 500.00	Colonia Village		\$ 500.00
	CAL 31-3	Occupancy Rehab	\$ 500.00	CAL 31-3	Occupancy Rehab	\$ 500.00
	CAL 31-3 Subtotal					
	Pleasant Valley		\$ 500.00	CAL 31-3 Subtotal		\$ 500.00
	CAL 31-4	Occupancy Rehab	\$ 500.00	CAL 31-4	Occupancy Rehab	\$ 500.00
	CAL 31-4 Subtotal					
			\$ 12,000.00	Pleasant Valley		\$ 12,000.00
	Plaza Vista					
	CAL 31-5	Occupancy Rehab	\$ 500.00	CAL 31-5	Occupancy Rehab	\$ 500.00
	CAL 31-5 Subtotal:			CAL 31-5 Subtotal:		
	Scattered Sites			Scattered Sites		
	CAL 31-7	Occupancy Rehab	\$ 500.00	CAL 31-7	Occupancy Rehab	\$ 500.00
	CAL 31-7 Subtotal:					
	Plaza Vista		\$ 500.00	Plaza Vista		\$ 500.00
	CAL 31-8	Kitchen Cabinets	\$ 726,000.00	CAL 31-8	Occupancy Rehab	\$ 18,000.00
	CAL 31-8 Subtotal:			CAL 31-8 Subtotal:		
			\$ 726,500.00			\$ 726,500.00
Total CFP Estimated Cost			\$ 2,304,513.75			

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2017 PHA FY: 2018			Activities for Year: 5 FFY Grant: 2018 PHA FY: 2019		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
PHA-Wide	Operations	\$ 320,000.00	PHA-Wide	Operations	\$ 320,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	\$ 50,000.00		Management Improvement	\$ 50,000.00
	Management Fees	\$ 120,000.00		Management Fees	\$ 120,000.00
	A&E Fees	\$ 40,000.00		A&E Fees	\$ 40,000.00
	Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
	Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
	Computer Hardware	\$ 40,000.00		Computer Hardware	\$ 40,000.00
	CFFP Bond Payment	\$ 439,192.50		CFFP Bond Payment	\$ 439,215.00
	Contingency	\$ 30,000.00		Contingency	\$ 30,000.00
Cal 31-0 Subtotal:		\$ 1,084,192.50	Cal 31-0 Subtotal:		\$ 1,084,215.00
Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2017 PHA FY: 2018			Activities for Year: 5 FFY Grant: 2018 PHA FY: 2019		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide	Security System	\$ 25,000.00	OHA Wide	Security System	\$ 25,000.00
Felicia Court			Felicia Court		
CAL 31-2	Occupancy Rehab	\$ 500.00	CAL 31-2	Occupancy Rehab	\$ 500.00
	504 Compliance	\$ 186,000.00		Plumbing	\$ 7,800.00
	A & E Fees	\$ 10,000.00		Flooring	\$ 440,000.00
	Relocation	\$ 21,000.00			\$ 448,300.00
CAL 31-2 Subtotal:		\$ 217,500.00	CAL 31-2 Subtotal:		
Colonia Village			Colonia Village		
CAL 31-3	Occupancy Rehab	\$ 500.00	CAL 31-3	Soil Erosion ?	\$ 40,000.00
	504 Compliance	\$ 129,000.00		Occupancy Rehab	\$ 500.00
	A & E Fees	\$ 10,000.00			\$ 40,500.00
	Relocation	\$ 15,000.00			
CAL 31-3 Subtotal		\$ 154,500.00		Trash Enclosure	\$ 50,000.00
Pleasant Valley				Occupancy Rehab	\$ 500.00
CAL 31-4	Occupancy Rehab	\$ 500.00		Community Ctr Roofing	\$ 30,000.00
				Rehab Recreation Room	\$ 50,000.00
CAL 31-4 Subtotal:		\$ 500.00	CAL 31-4 Subtotal:		\$ 130,500.00
Plaza Vista			Plaza Vista		
CAL 31-5	Occupancy Rehab	\$ 500.00	CAL 31-5	Plumbing	\$ 10,000.00
	Parking Concrete	\$ 50,000.00		Occupancy Rehab	\$ 500.00
CAL 31-5 Subtotal:		\$ 50,500.00	CAL 31-5 Subtotal:		\$ 10,500.00
Scattered Sites					
CAL 31-7	Occupancy Rehab	\$ 500.00	Scattered Sites		
CAL 31-7 Subtotal:		\$ 500.00	CAL 31-7	Occupancy Rehab	\$ 500.00
Palm Vista			CAL 31-7 Subtotal:		\$ 500.00
CAL 31-8	Parking Concrete	\$ 75,000.00			
	Occupancy Rehab	\$ 500.00			
	504 Compliance	\$ 147,000.00	Palm Vista		
	A & E Fees	\$ 10,000.00	CAL 31-8	Exterior painting	\$ 70,000.00
	Relocation	\$ 21,000.00		Occupancy Rehab	\$ 500.00
	Sanitary Waste piping	\$ 310,000.00		Reroofing	\$ 90,000.00
CAL 31-8 Subtotal:		\$ 563,500.00		Roof-Repiping	\$ 90,000.00
Total CFP Estimated Cost		\$ 2,096,192.50	CAL 31-8 Subtotal:		\$ 250,500.00
					\$ 1,990,015.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE FIVE-YEAR AND ANNUAL AGENCY PLANS AND
THE 2014-2015 CAPITAL FUND ANNUAL STATEMENT AND FIVE-YEAR CAPITAL
FUND PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND
SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a Five-Year Agency Plan, update the same with an Annual Plan (the plan), and submit the fourth year of the Five-Year and Annual Plans for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The Housing Authority of the City of Oxnard adopted a Five-Year Plan in 2011; and

WHEREAS, on January 7, 2014, the OHA conducted a public hearing on the proposed fourth year of the 2011-2016 Five-Year Plan and the 2014-2015 Annual Plan update and on the proposed 2014-2015 Capital Fund Annual Statement and fourth year of the Five-Year Capital Fund Plan;

WHEREAS, the OHA wishes to update its plan by adoption of the fourth year of the 2011-2016 Five-Year Plan, the 2014-2015 Annual Plan, the 2014-2015 Capital Fund Annual Statement and fourth year of the Five-Year Capital Fund Plan;

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Commission hereby approves the fourth year of the 2011-2016 Five-Year Plan, the 2014-2015 Annual Agency Plan and the 2014-2015 Capital Fund Annual Statement and fourth year of the Five-Year Capital Fund Plan, as presented to the Commission on March 18, 2014; and
2. The Commission authorizes and directs the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and

3. The Commission authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and
4. The Commission authorizes the Housing Director to accept and expend the funds as indicated in the revised 2014-2015 Capital Fund Annual Statement and fourth year of the Five- Year Capital Fund Plan.

APPROVED AND ADOPTED THIS _____ DAY OF _____ 2014 by the following vote:

AYES

NOES

ABSENT

Tim Flynn, Chairman

Attest:

Daniel Martinez, Secretary-Designate

Approved as to form:



Stephen M. Fischer, Interim General Counsel



Meeting Date: 03/18/14

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

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

Reviewed By: City Manager MMH City Attorney SMF Finance JC Other (Specify) _____

DATE: February 10, 2014

TO: City Council

FROM: William E. Wilkins, Housing Director 

SUBJECT: Priorities and Objectives for Fiscal Year 2014-2015 Annual Action Plan

RECOMMENDATION

That the City Council conduct a second public hearing to consider a report and public testimony and to provide direction to the Housing Director regarding the specific priorities and measurable objectives to be addressed in the Annual Action Plan.

DISCUSSION

Background

On December 10, 2013, City Council held the first public hearing on the FY 2014-2015 AAP to obtain public input on unmet needs of extremely low to low-income persons (Attachment No.1 federal FY 2014 Income Limits Summary) for housing, community development and homelessness, which were not currently being addressed by the City, other local agencies and organizations.

The second public hearing scheduled for March 18, 2014, in compliance with the Citizen Participation Plan (Attachment No. 2), is intended to provide further opportunity for the City Council and the public to assess the grant funding application process, to designate the priorities, and specify the measurable objectives that will be addressed in the AAP.

HUD FY 2014-2015 Funding Availability

As of February 2014, the U.S. Department of Housing and Urban Development (HUD) has not provided the Community Planning and Development (CPD) Program Formula allocations for federal FY 2014, which will reflect the level of funding, approved for CDBG, HOME and HESG in the Oxnard community. The estimated amounts for federal FY 2014 in the Attachment No. 3 reflect approximately a ten percent (10%) grant reduction from federal FY 2013 allocations for the CDBG, HOME and HESG programs:

	Federal FY 2013 Allocations	Federal FY 2014 Estimated Allocations
CDBG	\$2,185,785	\$1,967,200
HOME	\$646,077	\$581,500
HESG	\$150,512	\$135,460
TOTALS	\$2,982,374	\$2,684,160

Note: The City will make the necessary funding adjustments after HUD's announcement of the federal FY 2014 and the City will submit its AAP only after receiving its formula funding allocation amounts from HUD but no later than August 16, 2014, which is a statutory submission deadline established by U.S. Congress.

Application Process for Use of Entitlement Funds

On November 15, 2013, a memo from the Housing Director, announced the application process for the use of entitlement funds, starting with mandatory pre-application workshops held on January 9, 2014 which offered relevant information related to each of the three entitlement grants, the City's local requirements, and following with a two-step application process for funding:

1. The Request for Proposal packets must be submitted to Grants Management for screening of the proposed project by January 24, 2014 at 12 PM. All requested proposals are listed in Attachment No. 5.
2. The Application packet must be submitted to Grants Management for funding request by February 27, 2014 at 12 PM. The project applications are tabulated in Attachment No. 6.

FINANCIAL IMPACT

Due to the 10% potential reduction, there may be impacts to General Fund.

- Attachment
- 1 – FY2014 Income Limits Summary
 - 2– City of Oxnard Citizen Participation Plan
 - 3 – Five Year Entitlement Summary
 - 4 -- Notice of Publication for the Second Public hearing
 - 5 – Initial Requests For Funding
 - 6 – Applications For Funding

**ESTIMATED MEDIAN FAMILY INCOMES FOR FISCAL YEAR 2014 FOR
OXNARD-THOUSAND OAKS-VENTURA, CA
METROPOITAN STATISTICAL AREA**

Median Family Income: \$88,700

	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Extremely Low (30%) Income Limits (\$)	18,650	21,300	23,950	26,600	28,750	30,900	33,000	35,150
Very Low (50%) Income Limits (\$)	31,050	35,500	39,950	44,350	47,900	51,450	55,000	58,550
Low (80%) Income Limits (\$)	48,300	55,200	62,100	68,950	74,500	80,000	85,500	91,050

Source: US Department of Housing and Urban Development

CITY OF OXNARD CITIZEN PARTICIPATION PLAN CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income
 - Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the

entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.

- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.

- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or
 - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

HUD FORMULA GRANT PROGRAMS

FIVE YEAR ENTITLEMENT SUMMARY (FY 2010-2014)

*FY estimated funds allocation 2014

	2009	2010	2011	2012	2013	2014*
Community Development Block Grant (CDBG)	\$2,738,447	\$2,961,698	\$2,472,356	\$2,063,138	\$2,185,785	\$1,967,200
HOME Investment Partnerships Act (HOME)	\$1,155,701	\$1,147,134	\$1,012,662	\$667,268	\$646,077	\$581,500
Emergency Solutions Grant (ESG)	\$120,604	\$120,297	\$187,486	\$214,100	\$150,512	\$135,460
Total	\$4,014,752	\$4,229,129	\$3,672,504	\$2,944,506	\$2,982,374	\$2,684,160



**CITY OF OXNARD
Notice of Public Hearing
Recommendations For Funding
FY 2014-2015 Annual Action Plan
March 18, 2014 at 6:00 p.m. and thereafter**

Notice is hereby given that the Oxnard City Council will conduct a public hearing on Tuesday, March 18, 2014 at 6:00p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, 305 West Third Street, Oxnard, California.

Notice is hereby further given that the purpose of the public hearing is to receive recommendations and directions from the Oxnard City Council on the preparation of the proposed project funding for the fiscal year 2014-2015, to be submitted to the US Department of Housing and Urban Development, covering the three entitlement grants which are Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Solutions Grant (HESG). On December 10, 2013, the City Council held the first public hearing to obtain public input on housing, homelessness, public facilities and improvements, public services and/or economic development unmet needs of extremely low to low-income (ELLI) persons, which are not currently being addressed by the City or local agencies and organizations.

This second public hearing is to allow for further discussion of unmet needs and related issues, and to consider funding recommendations for the FY 2014-15 Annual Action Plan. All agencies that have submitted an application for project funding, using CDBG, HOME and HESG programs, are required to attend this public hearing.

As of the date of this publication, the City of Oxnard has not received the FY 2014 formula allocation from HUD. The anticipated amount of available funding for the three grants reflect a 10% reduction from the 2013 allocation. The City will make the necessary funding adjustments after the HUD announcement of FY 2014 allocation amounts. Also, the City is advised by HUD not to submit the Action Plan until the FY 2014 allocations have been announced.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting. Beginning at 6:00p.m. and thereafter, on March 18, 2014, Time Warner Cable Channel 10 and Verizon FiOS Channel 35 will televise and broadcast the meeting at which the public hearing will be conducted.

For additional information, contact Juliette Dang, Grants Coordinator, at (805) 385-7493 or juliette.dang@ci.oxnard.ca.us. Written comments may be addressed to the following:

City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030



CIUDAD DE OXNARD
Aviso de Audiencia Pública
Recomendaciones para uso de Fondos
Año Fiscal 2014-2015 Plan de Acción Anual
18 de marzo de 2014 a partir de las 6:00 p.m.

Con el presente se da aviso que la Ciudad de Oxnard realizará una audiencia pública para considerar el asunto a continuación el Martes 18 de marzo de 2014 a las 6:00p.m., o tan pronto como sea disponible tratar el asunto, en la Cámara del Concejo, 305 West Third Street, Oxnard, California.

Además con el presente se da aviso que el propósito de esta audiencia pública es de tomar recomendaciones e indicaciones del Concejo Municipal de Oxnard acerca de la preparación de la propuesta de fondos de proyecto(s) para el año fiscal 2014-2015, que se presentará al Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), en el cual se incluyen las tres subvenciones que otorga la ley que son los siguientes: Subvención en Bloque para el Desarrollo Comunitario, HOME la Ley de Asociaciones de Capital y el Programa de Subvenciones para Soluciones Urgentes. El 10 de diciembre de 2013 el Concejo Municipal de Oxnard llevó a cabo una audiencia pública para solicitar la opinión del público acerca de los siguientes temas: vivienda, falta de vivienda, instalaciones públicas y mejoras a dichas instalaciones, servicios municipales y/o la necesidad en el desarrollo económico de las personas de bajos ingresos o de muy bajos ingresos, asuntos que en la actualidad no se han abordado por el Concejo Municipal o agencias y organizaciones locales.

Esta segunda audiencia se dará para tratar con más detalle esas necesidades insatisfechas e inquietudes relacionadas y para considerar recomendaciones de los fondos para el Plan de Acción Anual para el año fiscal del 2014-15. Se requiere que asista a la audiencia pública toda agencia que haya solicitado fondos para proyectos que utilice los programas CDBG, HOME y HESG (por sus siglas en inglés).

A partir de la fecha de publicación de este aviso, el Concejo Municipal de Oxnard no ha recibido la distribución de fondos de HUD. Se anticipa que las cantidades disponibles para las tres subvenciones reflejen una reducción del 10% de los fondos disponibles en el 2013. La Ciudad hará los ajustes financieros necesarios una vez que HUD dé a conocer las cantidades de las subvenciones para el año fiscal 2014. También, HUD ha sugerido que el Municipio no entregue el Plan de Acción para el año fiscal 2014 hasta que se haya dado a conocer la distribución de los fondos.

Si tiene planes para asistir a esta audiencia, el personal le sugiere que llame a las Oficinas del Secretario del Concejo al (805) 387-7803 el jueves anterior a la fecha para confirmar que la audiencia no ha cambiado de fecha. Las personas con discapacidad que requieran de ayuda especial para ser parte de la audiencia o quien necesite servicios de intérprete, también debe comunicarse con las Oficinas del Secretario del Concejo por lo menos 72 horas antes de la junta. A partir de las 6:00 p.m., el 18 de marzo de 2014, la junta de la audiencia pública del Concejo se televisará por el canal 10 de Time Warner y 35 de Verizon FIOS.

Para más información, comuníquese con Angelica Navarro, Secretaria de Administración, al (805) 385-8096 o por correo electrónico anavarro@oxnardhousing.org. Comentarios por escrito deberán enviarse a la siguiente dirección:

Departamento de Vivienda de la Ciudad de Oxnard
División del Manejo de Subvenciones
435 South "D" Street
Oxnard, CA 93030

CITY OF OXNARD

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Initial Requests For Funding

FUNDS REQUESTED FOR FY 2014-15

Organization Name	Project Name	Administration	Public Services	Direct Benefit	FY 2013-2014 Approved Budget
City of Oxnard-Fair Housing	Fair Housing	\$23,904			\$15,390
City of Oxnard-Fair Housing	Analysis of Impediment	\$25,000			\$0
City of Oxnard-Affordable Hsg & Rehab	Administration & Planning	\$0			\$69,030
City of Oxnard - Homeless Assistance	Administration & Planning	\$73,000			\$72,430
City of Oxnard - Grants Management	Administration & Planning	\$296,536			\$284,307
VC-HSA	RAIN Child Care		\$25,000		\$15,000
Gull Wings Children's Museum	Senior Technology Education Program	\$30,000*			\$0
City of Oxnard-Recreation	ASP		\$100,000		\$0
City of Oxnard-Recreation	ASP & Summer STEAM Academy		\$98,000		\$91,000
El Centrito Family Learning Centers	ASP & Summer STEAM Academy		\$65,000		\$0
Café on A	Mobile Food Pantry		\$50,000		\$0
Food Share	Subsidized Care Program		\$35,000		\$0
Livingson	Fair Housing		\$29,000		\$0
City of Oxnard-Fair Housing	Colonia Boxing		\$28,000		\$30,000
City of Oxnard-Recreation	Colonia Park Gymnasium		\$100,000		\$17,020
City of Oxnard-Recreation	PAL		\$100,000		\$50,000
Community Action	One Stop Day Shelter		\$80,000		\$127,848
City of Oxnard - Homeless Assistance	Winter Warming Shelter		\$45,000		\$0
Pacific Clinics	Street Outreach		\$92,880		\$0
Women's Economic Ventures	Self-Employment Training (SET)			\$25,000	\$0
City of Oxnard - Homeless Assistance	1450 south Rose ave			\$150,000	\$0
City of Oxnard - Police Department	Code Compliance			\$200,000	\$200,000
City of Oxnard-Affordable Hsg & Rehab	First Time Home Buyer			\$300,000	\$300,000
City of Oxnard-Affordable Hsg & Rehab	Housing Services			\$459,548	\$390,518
City of Oxnard-Affordable Hsg & Rehab	Rehabilitation			\$0	\$300,000
City of Oxnard - Parks	Campus Park Gym			\$0	\$500,000
City of Oxnard -Public Works	Alleys Reconstruction Phase 2			\$500,000	\$213,825
Total Requested Amt for FY 2014-15	\$2,900,868	\$418,440	\$847,880	\$1,634,548	\$2,676,368 **
FY 2014 HUD Allocation Estimates	\$1,967,240	20% MAX	15% MAX	NONE	CDBG CAPS
GAP of funding	(\$933,628)	\$393,448	\$295,086	\$1,278,706	
* Amounts are not included in the total request \$847,880 for Public Services		(\$24,992)	(\$552,794)	(\$355,842)	

* Amounts are not included in the total request \$847,880 for Public Services

** City Council approved an additional \$300,000 for Alleyway Reconstruction project which increased the total of FY 2013-14 to \$2,976,368.

Note: Attachment #5 is step one of a two part process for applications. Step one is the submission of a "Request for Funding," once reviewed a determination is made regarding eligibility. Criteria are based on project eligibility and national objective. Approved step one submissions are given authorization(s) to submit an "Application" for grant funding.

CITY OF OXNARD

HOME INVESTMENT PARTNERSHIPS GRANT (HOME)

Initial Requests For Funding

Organization Name	Category Type	Project Name	FY 13-14 Approved	FY 14-15 Requested Amount	HUD FY2014 Allocation Estimates Only	Cap
City of Oxnard Affordable Housing Division	Administration	Program Administration	\$69,608	\$58,150	\$58,100	10% MAX
Cabrillo Economic Development Corporation	CHDO Setasides	Etting Road apartments	\$115,100	\$500,000	\$116,300	15% MIN
City of Oxnard Affordable Housing Division	Projects	First Time Homebuyer	\$300,000	\$360,000	\$407,050	NONE
City of Oxnard Affordable Housing Division	Projects	Rehabilitation Loan Program	\$236,369	\$76,000	\$0	
Total			\$721,077	\$994,150	\$581,450	

Note: Attachment #5 is step one of a two part process for applications. Step one is the submission of a "Request for Funding," once reviewed a determination is made regarding eligibility. Criteria are based on project eligibility and national objective. Approved step one submissions are given authorization(s) to submit an "Application" for grant funding.

City of Oxnard
HEARTH EMERGENCY SOLUTIONS GRANTS (HESG)
Initial Requests For Funding

Organization Name	Category Type	Project Name	FY 13-14 Approved	FY14-15 Requested Amount	HUD FY2014 Allocation Estimates Only	Cap
City of Oxnard	Administration	ESG Grant Administration	\$11,288	\$10,160	\$10,160	7.5% MAX
City of Oxnard	HMIS	HMIS	\$8,019	\$10,000	\$44,025	NONE
County of Ventura HAS	HP	Homeless Prevention	\$30,000	\$28,000		
County of Ventura HAS	RR	Rapid Re-Housing	\$30,205	\$32,000	\$81,275	60% MAX
The Kingdom Center	Shelter	KC Oxnard-Emergency Shelter	\$10,000	\$10,000		
The Kingdom Center	Shelter	KC Oxnard-Transitional Living	\$0	\$20,000		
Society of St. Vincent de Paul	Shelter	Winter Warming Shelter	\$45,000	\$70,000		
Turning Point	Shelter	Our Place Shelter	\$16,000	\$45,000		
Community Action	Shelter	Oxnard-One-Stop Day Shelter	\$0	\$30,000		
Total			\$150,512	\$255,160		\$135,460

Note: Attachment #5 is step one of a two part process for applications. Step one is the submission of a "Request for Funding," once reviewed a determination is made regarding eligibility. Criteria are based on project eligibility and national objective. Approved step one submissions are given authorization(s) to submit an "Application" for grant funding.

City of Oxnard
CDBG Applications For Funding
FY 2014-15

REQUESTED FUNDING FOR FY 2014-2015					FY 2013-2014 Approved Budget
Organization	Project Name	Administration	Public Services	CIP/Direct Benefits	
City of Oxnard-Affordable Hsg & Rehab	Administration & Planning	-			69,030
City of Oxnard-Fair Housing	Fair Housing	23,904			15,390
City of Oxnard-Fair Housing	Analysis of Impediment	25,000			-
City of Oxnard - Homeless Assistance	Administration & Planning	73,000			72,430
City of Oxnard - Grants Management	Administration & Planning	290,000			284,307
Ventura County-Human Services Agency	RAIN Child Care		25,000		15,000
City of Oxnard-Recreation	Colonia Boxing		28,000		17,020
City of Oxnard-Fair Housing	Fair Housing Services		28,992		30,000
Livingston	Subsidized Care Program		35,000		-
City of Oxnard - Homeless Assistance	Winter Warming Shelter		45,000		-
Food Share	Mobile Food Pantry		50,000		-
Pacific Clinics	Street Outreach		52,760		-
Community Action	One Stop Day Shelter		80,000		-
City of Oxnard-Recreation	ASP		98,000		91,000
City of Oxnard-Recreation	Senior Technology Education Program		100,000		-
City of Oxnard-Recreation	Colonia Park Gymnasium		100,000		50,000
City of Oxnard-Recreation	PAL		100,000		127,848
Women's Economic Ventures (WEV)	Self-Employment Training (SET)			25,000	-
City of Oxnard - Police Department	Code Compliance			200,000	200,000
City of Oxnard-Affordable Hsg & Rehab	First Time Home Buyer			300,000	300,000
City of Oxnard-Affordable Hsg & Rehab	Housing Services			386,000	390,518
City of Oxnard-Affordable Hsg & Rehab	Rehabilitation			-	300,000
City of Oxnard - Parks	Campus Park Gym			500,000	500,000
City of Oxnard -Public Works	Alleys Reconstruction Phase 2				213,825
		411,904	742,752	1,411,000	2,676,368
			Total Requested Amt	2,565,656	

*City Council approved an additional \$300,000 for Alleyway Reconstruction project which increased the total of FY 2013-14 to \$2,976,368.

	FY 2013-14	Estimated FY 2014-15	Requested FY 2014-15
HUD Allocation	2,185,785		
Program Income	20,000		
Reprogram Funds	470,583		
	2,676,368	1,967,240	2,565,656
Administration	156,850	393,448	411,904
Public Services	330,868	295,086	742,752
CIP	1,904,343	1,278,706	1,411,000
	2,392,061	1,967,240	2,565,656

Note: Attachment #6 is step two of a two part process for applications. This represents all of the applications submitted for funding and they meet the project eligibility and National objective.

**City of Oxnard
HOME Applications For Funding
FY 2014-15**

Organization Name	Project Name	FY 14-15 Requested Amt	2014 Allocation Estimates Only	FY13-14 Budget	CAP
Oxnard Affordable Housing Division	Administration	58,150	58,150	69,608	10% MAX
Cabrillo Economic Development Corporation	Etting Road	500,000	263,300	115,100	15% MIN
Oxnard Affordable Housing Division	First-Time Homebuyer Assistance	360,000	260,000	300,000	None
Oxnard Affordable Housing Division	Rehabilitation of Housing Units	-	-	236,369	None
TOTALS		\$918,150	\$581,450	\$721,077	

Note: Attachment #6 is step two of a two part process for applications. This represents all of the applications submitted for funding and they meet the project eligibility and National objective.

**City of Oxnard
HESG Applications For Funding
FY 2014-15**

Name	Project Name	Requested Funding for FY 2014-2015	2014 Estimated Allocation	FY 2013-2014 Approved Budget
City of Oxnard	ESG Grant Administration	10,160	\$10,160	11,288.00
City of Oxnard	HMIS	10,000	\$44,025	8,019.00
CVHSA	Homeless Prevention	29,000		30,000.00
CVHSA	Rapid Re-Housing	41,000		30,205.00
The Kingdom Center	KC Oxnard-Emergency Shelter	10,000	\$81,275	10,000.00
The Kingdom Center	KC Oxnard-Transitional Living	20,000		0.00
Society of St. Vincent de Paul	Winter Warming Shelter	70,000		45,000.00
Turning Point	Our Place Shelter-Essential Svc	35,000		N/A
Turning Point	Our Place Shelter-Shelter Operations	10,000		16,000.00
Community Action	Oxnard-One-Stop Day Shelter	30,000		0.00
TOTALS		265,160	135,460.00	150,512.00

Note: Attachment #6 is step two of a two part process for applications. This represents all of the applications submitted for funding and they meet the project eligibility and National objective.



Meeting Date: 3 /18 / 14

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

Prepared By: James Cameron

Agenda Item No. J-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: March 10, 2014

TO: City Council

FROM: James Cameron
Chief Financial Officer

SUBJECT: Fiscal Year 2012-13 Audit Report

RECOMMENDATION

That City Council receive a report on the Fiscal Year 2012-13 Financial Audit.

DISCUSSION

On February 12, 2014, the Fiscal Policy Task Force (FPTF) received communications required by Government Auditing Standards from White Nelson Diehl Evans LLP on their audit of the City's financial statements for Fiscal Year 2012-13. The FPTF requested that this information be provided to the full Council.

FINANCIAL IMPACT

There is no financial impact with this item.

- Attachment:
1. Independent Auditors' Report
 2. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

WHITE NELSON DIEHL EVANS LLP
Certified Public Accountants & Consultants

INDEPENDENT AUDITORS' REPORT

To the Honorable City Council
City of Oxnard, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard (the City), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Oxnard Housing Authority Enterprise Fund, a major fund, which represents 3.3 percent, 5.1 percent, and 15.8 percent, respectively, of the assets, net position and revenues of the City's business-type activities. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Oxnard Housing Authority Enterprise Fund, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Auditors' Responsibility (Continued)

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, as of June 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, schedules of funding progress, and budgetary comparison schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the management's discussion and analysis and schedules of funding progress in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during the audit of the basic financial statements. We do not express an opinion or provide any assurance on the management's discussion and analysis and schedules of funding progress because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance on them. The budgetary comparison schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements of the City or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison schedules are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Other Matters (Continued)

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining statements and individual fund schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining statements and individual fund schedules, as listed in the table of contents, are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and individual fund schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 30, 2013, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

White Nelson Diehl Evans LLP

Irvine, California
December 30, 2013

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Honorable Mayor and
Members of City Council
City of Oxnard
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Oxnard, California (the City), as of and for the year ended June 30, 2013, and the related notes to the financial statements, which collectively comprise the City's basic financial statements and have issued our report thereon dated December 30, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described below, that we consider to be significant deficiencies.

- 1 -

Internal Control Over Financial Reporting (Continued)

Reconciliation of Certain General Ledger Accounts

Auditor's Comment:

We noted certain general ledger accounts including various accrued accounts payable accounts, payroll clearing accounts, and grant receivable accounts that do not appear to be actively reconciled. Significant adjustments were made to the grants receivable account balances during the current year. The lack of regular monitoring of these account balances could lead to misstatements in the City's financial reports. We recommend that management review and update related internal control procedures to ensure that these accounts are reconciled on a regular basis.

Management's Response:

Finance staff will work with City Treasurer's staff in making sure that accrued accounts payable accounts related to Utility Billings, are reconciled on a regular basis.

Due to staff shortage, Finance has difficulty keeping up with various payroll clearing account reconciliations. With potential new accounting software, staff will be able to automate some of the current manual processes and free up resources to perform the additional reconciliations.

Many of these receivables had been carried over from system conversion and had not been reconciled at that time. Finance did not have documentation to support these receivable and they were written off in the current year. Finance will work on revising the procedure to simplify the process going forward.

Recording of Transactions

Auditor's Comment:

We noted the existence of an inter-fund receivable/payable between the City and the Housing Authority that had not been recorded. This amount resulted from a transaction that took place many years ago, whereby the City paid for certain expenses on behalf of the Housing Authority. We recommend that stronger communication be implemented between the accounting staff at the City and the Housing Authority to ensure that such inter-agency activity gets recorded properly and reduce the possibility of items like this going unnoticed by both parties.

Management's Response:

In the future, Finance will work more closely with the various independent agencies reported in the CAFR to consistently record inter-fund transactions.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Compliance and Other Matters (Continued)

We noted certain matters that we have reported to management in a separate letter dated December 30, 2013 that are opportunities to strengthen and improve existing internal controls.

City of Oxnard's Responses to Findings

The City's responses to the findings identified in our audit are described above. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

White Nelson Diehl Evans LLP

Irvine, California
December 30, 2013

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

Prepared By: James Cameron

Agenda Item No.

K-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: March 10, 2014

TO: City Council

FROM: James Cameron
Chief Financial Officer

SUBJECT: Strategic Budget Priorities

RECOMMENDATION

That City Council receive a report and provide direction on the development of strategic budget priorities (SBP) and the budget development calendar for Fiscal Year 2014-15.

DISCUSSION

A key requirement for a priority or performance based budget is the development of SBPs and underlying objectives and strategies that provide a basis for resource allocation and measurement of performance towards meeting those objectives. This is consistent with the timeframes included in the Mayor's January 1, 2014 memo to City Council.

On April 2, 2013, the City Council held a strategic planning workshop. The results of that workshop were used to develop SBPs as well as objectives and strategies that will guide staff in preparing the budget for FY 2014-15. In addition, the results of the Strategic Planning Session held in February of 2012, which included three of the current members of City Council, were used to augment the objectives and strategies developed from the April 2013 priorities.

The April 2013 workshop resulted in four priorities:

- Allocation of funds to benefit the entire City
- Promote Community Safety
- Support Jobs
- Exploit Human and Physical Assets

Based on the supporting statements of the City Council at the April 2013 workshop, the priorities have been expanded to include objectives and strategies. In addition the statements from the February 2012 workshop were taken into consideration when developing strategies. The SBPs are attached for Council consideration.

The FY 2014-15 budget is the second year of the two-year budget adopted in July 2013. The budget calendar below proposes a June 17 budget adoption as suggested by the Mayor. The proposed calendar is based on the development and adoption of the second year using the budget amounts adopted as part of the two-year budget as a starting point. This does not lock the City Council into the current allocation of resources, but facilitates a transparent explanation of any changes in services that result from the update process. In addition, the proposed calendar focuses on the development of performance measures and incorporates additional civic engagement.

Budget Calendar FY 2014-15	
March	
18	Council - Strategic Budget Priorities and Calendar
April	
15	Revenue Update
May	
20	Receive Budget Document
22	Publish Notice of Public Hearing
27	Budget Study Session
June	
2	Publish Appropriations Limit
10	Budget Hearing
17	Budget Adoption

FINANCIAL IMPACT

Approval of the SBPs and underlying objectives and strategies will provide guidance in developing the FY 2014-15 budget for City Council consideration.

Attachment: Strategic Budget Priorities

Strategic Budget Priorities Objectives & Strategies

Priority: Allocate resources to effectively and equitably benefit the entire City

Identify the needs of the community and the uniqueness of Oxnard

- Complete an annual survey of City residents
- Hold workshops and focus group discussions
- Develop web-based avenues for two-way communication of civic information

Prepare an annual budget that balances available resources and community needs

- Establish a performance-based budget process
- Develop staffing levels that maximize the efficient use of financial resources
- Research best practices for City services
- Explore partnerships (Joint powers authority) for providing services
- Develop a sustainable street maintenance program

Monitor and evaluate the effective use of resources

- Benchmark service outcomes against comparable Cities
- Report on progress towards reaching performance goals

Strategic Budget Priorities Objectives & Strategies

Priority: Promote Community Safety

Address safety issues before they become law enforcement issues, "Front End" Principle

- Engage everyone in the community, including youth and parents
- Partner with community organizations
- Reduce graffiti activity through education
- Recognize the impact of underlying socioeconomic issues

Ensure that everyone residing in Oxnard has a decent, safe and sanitary housing opportunity

- Establish a safe housing collaborative

Improve the lives of our youth

- Update the Youth Master Plan through a collaborative effort
- Enhance existing gang prevention efforts

Strategic Budget Priorities Objectives & Strategies

Priority: Support the creation and retention of jobs for the residents of Oxnard

Promote the creation of new businesses and retention/growth of existing businesses

- Develop Small Business Loan Program - "Grow America"
- Examine city policies to encourage business development
- Streamline permitting and business license processes (One-Stop Shop)

Attract new businesses that provide higher-wage jobs focused on emerging economic sectors such as bio-medical and technology

- Enhance regional cooperation with other governmental and economic development agencies
- Job Squad and EDCO
- Advance the Oxnard Branding Program to further the positive aspects of the community

Cultivate an educated work force

- Partner with educational institutions in seeking funding
- Promote educational opportunities and curriculum development at Oxnard College in support of "good" jobs

Foster broad-based economic development

- Support efforts to establish programs that replace former Redevelopment Agency activities
- Partner with local business organizations
- Enhance local amenities such as Ormond Beach
- Promote downtown Oxnard as a destination including an International Market Place
- Address infrastructure needs that are key to business relocation and expansion decisions
- Assist in developing clean and attractive neighborhoods

ATTACHMENT NO. 1
PAGE 3 OF 4

Strategic Budget Priorities Objectives & Strategies

Priority: Develop Human and Physical Fixed Assets

Increase beach utilization

- Remediate Halaco
- Address safety issues, lifeguards

Sponsor cultural activities

- Support local artists and musicians
- Provide City grants

Fund new parks

- Prioritize and complete parks

Achieve more ethical government

- Improve transparency

Promote internships



Meeting Date: 3/18 /14

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

Prepared By: Jeffrey C. Freedman, Liebert Cassidy Whitmore Agenda Item No. M-1Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: March 18, 2014

TO: City Council

FROM: Jeffrey C. Freedman, Liebert Cassidy Whitmore, special legal counsel [Signature]

SUBJECT: Recognition of the Oxnard Executive Managers Association (OEMA)

RECOMMENDATION

That City Council grant recognition to the OEMA as representative of the City's executive management employees group for purposes of the Meyers-Milias-Brown Act.

DISCUSSION

The Oxnard Executive Managers Association (OEMA) submitted a petition for recognition for purposes of representing a bargaining unit of previously unrepresented City employees: the Assistant City Manager, the Deputy City Managers and all department heads (excluding the City Manager and City Attorney.) The proposed unit also includes the Chief Financial Officer, City Clerk, City Treasurer, Fire Chief, Police Chief, and Directors of Housing, Public Works, Human Resources, Development Services and Library.

The petition is authorized by the Meyers-Milias-Brown Act (California Government Code section 3500 et. seq.) and by the Oxnard City Code (Article III section 3.70.)

The OEMA has complied with all requirements in its petition and has demonstrated that the petition is supported by a majority of the proposed bargaining unit. Therefore, unless the unit is determined by Council not to be appropriate, the City is required to grant recognition and may not require an election among the affected employees. Government Code section 3507.1(c).

FINANCIAL IMPACT

None.

One-Stop Permit Center

Status Report – March 2014



Development Services



One-Stop Permit Center – Status Report

Efforts to date:

- **Discussions with Staff and Community Regarding Issues and Options**
 - City Manager, Planning and Development Services, and Business License Staff
 - Local Businesses
 - Chamber of Commerce and EDCO
- **Research Into Other One-Stop Programs**
 - Automated Systems and Benchmarking with Other Established One-stop Programs

One-Stop Permit Center – Status Report

Next Steps:

- **Issue Identification**
 - **Customer and Local Business Survey**
 - **Internal Analysis Into Existing Process and Possible Restructuring of City Departments**
 - **Process Improvements:**
 - **Customer Service Training**
 - **On-Line Applications and Payments**
 - **Permit Tracking Software**
 - **Website and Other Technology Enhancements**
 - **Possibility of Business Tax Credits or Waivers**

One-Stop Permit Center-Status Report

- **Consideration of a Business Assistance Coordinator and Business Services Manager Staff Positions**
- **Recommendation to the City Council in June Prior to Budget Approval**

Items for City Council discussion and consideration from Council Procedures Committee

March 18, 2014

1. Limit total minutes for individual speakers to 10 minutes.
2. Limit time of staff reports to 10 minutes (unless previously approved by City Manager/Council).
3. Limit Councilmembers to two rotations for addressing agenda items.
4. Explore a two-week agenda process to allow for discussion and posting of future agenda items.
5. Allowing representatives of large speaker groups to have additional time to speak for the group (up to 10 minutes).
6. Ceremonial items should be limited to one item per meeting, not to exceed five-minutes.
7. Limit Council business items to three minutes per Councilmember.
8. Limit Council Committee reports to three minutes per Councilmember.
9. Consider that all material presented at a Council meeting (i.e., handouts, powerpoints) should be made publicly available at least 24 hours prior to the meeting.



Meeting Date: 03 / 18 / 14

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

Prepared By: Stephen M. Fischer *SMF*Agenda Item No. 5-1Reviewed By: City Managers *JRP* City Attorney *SMF* Finance *AL* Other (Specify) _____**DATE:** March 7, 2014**TO:** City Council**FROM:** Stephen M. Fischer, Interim City Attorney
City Attorney *[Signature]***SUBJECT:** Withdrawal of Non-responsibility Determination**RECOMMENDATION**

That City Council withdraw its December 3, 2013 determination that Los Angeles Engineering, Inc. (LAE), was non-responsible to perform work on the PW03-18 Hueneme Road Widening Improvement Project.

DISCUSSION

On December 3, 2013, the City Council determined that LAE was non-responsible to perform work on the PW03-18 Hueneme Road Widening Improvement Project and awarded the contract for the Project to Granite Construction Company. Thereafter, LAE sought and obtained a judgment and a peremptory writ of mandate from the Ventura County Superior Court which invalidated the contract award and ordered the City to reconsider the matter (the "Judgment"). Settlement discussions between the City and LAE resumed, resulting in LAE withdrawing its bid on the Project in return for payment of \$20,000 and the City Council withdrawing its determination of non-responsibility. The parties also agreed to submit a stipulation requesting the court to vacate the Judgment, which the court has so ordered. Accordingly, the Judgment is of no further force and effect, and Granite Construction Company may proceed with work on the Project.

FINANCIAL IMPACT

There is no estimated financial impact to the current FY 2013-14 budget.

SF

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

January 14, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:03 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Commission Successor Agency. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello and Francisco Vega were present. Commissioner Jose Andrade was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Stephen Fischer, Interim General Counsel; William "Bill" Wilkins, Housing Director and Ruth Hopkins, Housing Project Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. OPENING CEREMONIESE. CEREMONIAL CALENDAR

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

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSL. PUBLIC COMMENTS ON REPORTSM. REPORT OF SECRETARYN. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTSO. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for December 3 and 10, 2013, and January 7, 2014. (075)

RECOMMENDATION: Approve.

Housing Department

8. SUBJECT: Property Exchange Agreement between the City of Oxnard and the Housing Authority of the City of Oxnard exchanging City Property commonly referred to as APN 201-0-090-115 ("City Property") for a portion of Housing Authority Property commonly referred to as APN 201-0-080-020 and APN 201-0-100-020 ("Authority Property"). (225)

RECOMMENDATION: Approve the Property Exchange Agreement and authorize the Mayor and the Chairperson to execute the Property Exchange Agreement between the City and the Housing Authority.

INFORMATION CONSENT ACTION: Approve as recommended. (Padilla/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello, Flynn and Vega. Absent: Andrade.

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 6:59 p.m. the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

T. ADJOURNMENT

At 6:59 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
January 28, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
February 4, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
February 11, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
February 25, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
March 4, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 03/18/2014

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-3

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

DATE: February 25, 2014

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 prior to the Council meeting.

City Manager Contract List for 03/18/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	City Attorney	Hunt Ortmann Palffy Nieves Darling & Mah, Inc.	Agreement for Legal Services with Hunt Ortmann Palffy Nieves Darling & Mah, Inc.	\$100,000
	Stephen M Fischer	Agreement No. 6540-14-CA	To retain Hunt Ortmann as special counsel for the City to initiate and pursue litigation connected to the construction of the Rice/101 Highway Interchange. The firm was chosen because it has worked previously on other construction claims and construction-related litigation. The total compensation paid to Hunt Ortmann under this agreement shall not exceed \$100,000.	
	385-7483		Total Contract Amount: \$100,000 FundingSource: State Gas Tax funds	
B Original Agreement	Development Services/Planning	Planning & Energy/Entitlement Services	On-Call permit processing and planning consulting services	\$240,000
	Ashley Golden	Agreement No. 6487-14-DS	The Planning Division issued an RFQ for consulting planning and permit processing services. Four firms submitted qualifications. Consulting services are required to provide supplemental staffing and permit processing services. Planning and Energy/Entitlement has provided processing services to the City periodically since 1999 and is familiar with City policies.	
	385-7882		The agreement is for a two year period, and such services would not exceed \$240,000. Total Contract Amount: \$240,000 FundingSource: Various	
C Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for Mandalay Bay	\$36,240
	Sergio Cervantes	Agreement No. 5918-12-CM	Landscape maintenance services for Mandalay Bay. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$102,680 FundingSource: Landscape Maintenance District Funds	
D Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for Harbor Island-Linear	\$28,560
	Sergio Cervantes	Agreement No. 5919-12-CM	Landscape maintenance services for Harbor Island/Linear Park. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$80,920 FundingSource: Landscape Maintenance District Funds	

ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 03/18/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for California Cove, District 14	\$14,040
	Sergio Cervantes	Agreement No. 5920-12-CM	Landscape maintenance services for California Cove, District 14. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$39,780	
			FundingSource: Landscape Maintenance District Funds	
F Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for Harborside, District 28	\$12,000
	Sergio Cervantes	Agreement No. 5921-12-CM	Landscape maintenance services for Harborside, District 28. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$34,000	
			FundingSource: Landscap Maintenance District Funds	
G Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for Rancho dela Rosa, District 31	\$33,600
	Sergio Cervantes	Agreement No. 5922-12-CM	Landscape maintenance services for Rancho dela Rosa, District 31. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$95,200	
			FundingSource: Landscape Maintenance District Funds	
H Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for Villa Sta. Cruz/Villa Carmel, District 36	\$34,560
	Sergio Cervantes	Agreement No. 5923-12-CM	Landscape maintenance services for Villa Sta. Cruz/Villa Carmel, District 36. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$97,920	
			FundingSource: Landscape Maintenance District Funds	
I Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide Landscape maintenance services for Victoria Estates, District 48	\$24,600
	Sergio Cervantes	Agreement No. 5925-12-CM	Landscape maintenance services for Victoria Estates. District 48. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$69,700	
			FundingSource: Landscape Maintenance District Funds	

ATTACHMENT
PAGE 2 OF 3

City Manager Contract List for 03/18/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
J Amendment	CM-General Services Sergio Cervantes 385-8245	Kaneko Landscaping, Inc. Agreement No. 6174-13-CM Amendment 1	Provide landscape maintenance services for River Ridge, District 3 Landscape maintenance services for River Ridge, District 3. This is the second year of a three year contract. Vendor was originally selected through RFB process Total Contract Amount: \$66,720 FundingSource: Landscape Maintenance District Funds	\$33,360
K Amendment	CM-General Services Sergio Cervantes 385-8245	Kaneko Landscaping, Inc. Agreement No. 5772-12-CM Amendment 2	Provide landscape maintenance services for Pacific Cove, District 41 Landscape maintenance services for Pacific Cove, District 41. This is the third year of a three year contract. Vendor was originally selected through RFB process. Total Contract Amount: \$43,200 FundingSource: Landscape Maintenance District Funds	\$14,400
L Purchase Order	Special Districts Division Bill Birch 385-8080	DCH Toyota of Oxnard Purchase Order No. 4798	Compact Pickup for the Special Districts Division On January 27, 2014, the City solicited bids to purchase a compact pickup for the Special Districts Division. Twenty-one bids were sent out and the City received one response. DCH Toyota was the single respondent and was awarded the contract. Total Contract Amount: \$25,121 FundingSource: Special District Funds	\$25,121
M Change Order	Development Services/Traffic Soher Abdelmalik 385-7873	Sully-Miller Contracting Co. Agreement No. A-7475 Change Order 09	Citywide Intelligent Transportation System Master Plan (ITS)-Cameras, & Traffic Control Eq. Citywide Change Order No. 9 is for extra work outside the original scope of services to include: addition of conductors at various locations to correct signal malfunctioning; installation of conduits at the Police Department, Annex #8 and Transportation Center; locate buried pull boxes on Oxnard Blvd. for the design of the next phase of the project; install video detection and radio antenna at locations that were not on the original plans. Total Contract Amount: \$3,647,821 FundingSource: Measure O Funds	\$115,619

ATTACHMENT 14
PAGE 33 OF 33

City Manager Contract List for 03/18/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	City Attorney	Hunt Ortmann Palffy Nieves Darling & Mah, Inc.	Agreement for Legal Services with Hunt Ortmann Palffy Nieves Darling & Mah, Inc.	\$100,000
	Stephen M Fischer	Agreement No. 6540-14-CA	To retain Hunt Ortmann as special counsel for the City to initiate and pursue litigation connected to the construction of the Rice/101 Highway Interchange. The firm was chosen because it has worked previously on other construction claims and construction-related litigation. The total compensation paid to Hunt Ortmann under this agreement shall not exceed \$100,000.	
	385-7483		Total Contract Amount: \$100,000 FundingSource: State Gas Tax funds	
B Original Agreement	Development Services/Planning	Planning & Energy/Entitlement Services	On-Call permit processing and planning consulting services	\$240,000
	Ashley Golden	Agreement No. 6487-14-DS	The Planning Division issued an RFQ for consulting planning and permit processing services. Four firms submitted qualifications. Consulting services are required to provide supplemental staffing and permit processing services. Planning and Energy/Entitlement has provided processing services to the City periodically since 1999 and has a firm understanding of City policies and requirements.	
	385-7882		The agreement is for a two year period, and such services would not exceed \$240,000. Total Contract Amount: \$240,000 FundingSource: Various	
C Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for Mandalay Bay	\$36,240
	Sergio Cervantes	Agreement No. 5918-12-CM	Landscape maintenance services for Mandalay Bay. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$102,680 FundingSource: Landscape Maintenance District Funds	
D Amendment	CM-General Services	Kaneko Landscaping, Inc.	Provide landscape maintenance services for Harbor Island-Linear	\$28,560
	Sergio Cervantes	Agreement No. 5919-12-CM	Landscape maintenance services for Harbor Island/Linear Park. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
	385-8245	Amendment 2	Total Contract Amount: \$80,920 FundingSource: Landscape Maintenance District Funds	



Meeting Date: 03 / 18 / 14

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

Prepared By: Jason M. Samonte

Agenda Item No. 5-4

Reviewed By: City Manager

City Attorney

Finance

Development Services Director

DATE: February 25, 2014**TO:** City Council**FROM:** Jason M. Samonte, Traffic Engineer
Development Services Department**SUBJECT:** Nonexclusive License Agreement for Left-turn Pocket.**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Nonexclusive License Agreement between the City of Oxnard, a California municipal corporation, and Viola Industries, a general partnership, to allow the installation and maintenance of a left-turn pocket on eastbound Wooley Road west of Rose Avenue.

DISCUSSION

Viola Industries (Owner) owns the property located at 1051 Rose Avenue ("the Benefited Property"). The City of Oxnard owns and operates public streets throughout its municipal boundaries, including Wooley Road in the vicinity of Rose Avenue, as shown on Exhibit A of the agreement (Attachment 1). The City has installed a center median in Wooley Road in the area depicted on Exhibit B of the agreement, which no longer allows left-turns from eastbound Wooley Road to the Benefited Property. The Owner seeks to restore the capacity for vehicles to turn left into the Benefited Property prior to and west of Rose Avenue by creating a left-turn pocket (the "Improvement") through the median and the City is willing to allow the Owner to install, maintain and provide public use of the Improvement on Wooley Road west of Rose Avenue as substantially depicted on Exhibit C of the agreement, subject to certain terms and conditions contained in the License Agreement, including maintenance and indemnification.

FINANCIAL IMPACT

There are no costs to the City except for the administration of the license process which will be recovered through appropriate fees.

JMS/jms

Attachment 1 - Non Exclusive License Agreement

RECORDING REQUESTED BY

City of Oxnard
Oxnard City Clerk's Office
305 West Third Street
Oxnard, California 93030

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Nonexclusive License Agreement

This Nonexclusive License Agreement ("License") is by and between the City of Oxnard, a California municipal corporation ("City") and Viola Industries, a general partnership ("Owner").

Recitals

A. Viola Industries owns the real property generally identified as 1051 Rose Avenue, Oxnard, California (Parcel "C", in the City of Oxnard, County of Ventura, state of California, as shown on a Parcel Map filed in book 29, page 99 of Parcel Maps, in the Office of The County Recorder of said County; APN 201-0-302-195) as more graphically identified on Exhibit A hereto ("the Benefited Property");

B. The City of Oxnard owns and operates public streets throughout its municipal boundaries, including Wooley Road in the vicinity of Rose Avenue, as shown on Exhibit A hereto;

C. The City has installed a center median down Wooley Road in the area depicted on Exhibit B hereto, which no longer allows left-turns from eastbound Wooley Road to the Benefited Property;

D. Owner seeks to restore the capacity for the public to turn left into the Benefited Property prior to and west of Rose Avenue by creating a left-turn pocket (the "Improvement") through the median; and

E. The City is willing to allow Owner to install, maintain and provide public use of the Improvement on Wooley Road west of Rose Avenue as substantially depicted on Exhibit C hereto, subject to certain terms and conditions contained herein.

Terms and Conditions

1. Grant of Nonexclusive License. City grants to Owner and Owner accepts a nonexclusive license to install, maintain and provide public use from the Improvement substantially in the location and design depicted on Exhibit C hereto, constructed in accordance with plans approved by the City.

2. Term. The initial term of this License is 10 years from the date of substantial completion of the installation work. Thereafter, Owner may extend this License for two additional 10-year periods subject to disapproval of the City's Traffic Engineer not less than six (6) months prior to the commencement date of an extension, which disapproval will not be unreasonably made. If the City elects to disapprove an extension, then the City shall pay to Owner the lesser of the sum of one-half of

the full cost of the installation of the Improvement, including plans and permits, without interest or \$12,500.

Except as provided above, each of the 10-year extensions shall occur automatically unless Owner notifies City not less than six months prior to the first day of each extension period that Owner does not wish to extend the term of this License. Upon such notice, and at the sole discretion of the City, Owner shall remove the Improvement and restore the median to its original condition at Owner's sole expense, subject to California law as may be required.

3. License Payment. Owner shall pay City an amount of \$3,000.00 (\$100.00/year x 30 years) in advance for this License, and shall, in addition, pay City any actual costs of reviews, permits and inspections of the installation work as such costs are incurred and billed by City to Owner.

4. Indemnification and Insurance.

a. Owner shall, during the term of this License, hold harmless, indemnify and defend City, its elected and appointed officials, employees, agents and consultants from and against any damages, claims, causes of action and liability not to exceed \$5,000,000.00 per incident relating to or in connection with this License and the installation, use of and operation of the Improvement contemplated by this License, except for the sole negligence or willful act or failure to act by City in connection with the maintenance or removal of the Improvement.

b. Owner shall provide City with satisfactory evidence of general liability insurance naming the City as an additional insured in the amount of \$5,000,000.00 per incident relating to and in connection with the installation and public use of the Improvement contemplated hereby. City shall be provided with not less than 30 days prior notice of cancellation or reduction in coverage.

5. Use of License Area. Once installed, the Improvement shall be open and useable by all members of the public at all times and for the purposes consistent with the use of other such left-turn pockets throughout the City and subject solely to City regulation and controls and Vehicle Code enforcement by City. However, the Owner shall post at Owner's expense a sign or signs in the shape, size and design directed by City, prohibiting "U" turns from the Improvement to westbound Wooley Road from eastbound Wooley Road and left turns from the reciprocal driveway bifurcated by the north-south common property line between 1051 Rose and 1757 East Wooley Road onto eastbound Wooley Road

6. Liens. Owner shall have no right, power or authority to finance, lien, mortgage or encumber in any manner the installation, improvements or any other part of the City right of way. Any liens resulting from the installation work shall immediately be removed by Owner without the necessity by City of providing notice or a request. Failure of Owner to comply with this Section after 30 days' notice and opportunity to cure shall cause this License to be void and of no further effect without any payment from the City pursuant to Section 2 hereof. If the City elects to restore the median following not less than 30 days prior notice to Owner of its intention to do so, the City may restore the median at Owner's sole expense.

7. Assignment. This License shall be assigned to each subsequent owner of the Benefited Property. The assignor shall provide the City with written notice within 15 day of such assignment. Except as provided in this Section, this License is not assignable for any reason. Any attempted assignment in violation of this Section shall be null and void.

8. Recording. This License may be recorded in the Office of the County Recorder for Ventura County by and at the discretion of either party.

9. Left-Turn Pocket Maintenance. The Improvement, once installed and open for public use, shall be maintained by the City at the expense of Owner. The maintenance shall be at a level equal to all other City maintained left-turn pockets. However, it shall not be allowed to fall into disrepair or neglected to the point of Owner's insurer increasing the premium, canceling or refusing to renew the policy of insurance provided for in Section 4 hereof. Should that occur for any reason, Owner may elect to perform maintenance itself, or only in that instance to terminate this License without any obligation for removing the Improvement or restoring the median.

10. Compliance with Laws. For all installation, maintenance and removal or restoration of the Improvement, Owner and City shall be bound by all laws of the State of California regarding environmental and design review, construction activity in the public right-of-way, and the payment of prevailing wages and public works contracting as and to the extent they may be applicable.

11. Attorney Fees. Should any provision of this License or its implementation lead to a dispute between City and Owner, whether or not resolved and no matter if resolved in a court of law or by mediation, arbitration or negotiation, the prevailing party shall be entitled to its reasonable attorney fees and costs as determined by a third party.

12. Applicable Law. This License shall be interpreted and any law applied consistent with California and, as may be applicable, federal laws. Jurisdiction shall be appropriate only in California and federal courts in this state.

13. Possessory Interest Tax. City and Owner agree that this License may create a possessory property interest which is subject to property taxation, in which event the party in whom such interest is vested may be subject to and shall pay such property taxes.

14. Notices. All communications, notices and demands of any kind that either party may be required or desires to give to or serve on the other party shall be made in writing and delivered personally or sent by registered or certified mail or Federal Express (or other like overnight delivery service) to the following addresses:

To City: City of Oxnard, City Attorney's Office
300 West Third Street, Third Floor
Oxnard, CA 93030
Attn: City Attorney

To Owner: Viola Industries
P.O. Box 5624
Oxnard California 93031-5624
Attn: Michael T. Viola

Any such notice shall be presumed to have been received on the earlier of:

- a. Personal delivery to the address(es) shown above,
- b. One (1) day after delivery to Federal Express or other like overnight delivery service, or
- c. Two (2) business days after posting in the United States mail. Either party may change its address by giving the other party written notice of its new address.

Dated: _____, 2014

ATTEST:

CITY OF OXNARD

Daniel Martinez, City Clerk

Tim Flynn, Mayor

VIOLA INDUSTRIES

By: Timothy R. Viola
Timothy R. Viola, General Partner

APPROVED AS TO CONTENT:

Karen Burnham, Interim City Manager

By: Michael T. Viola
Michael T. Viola, General Partner

APPROVED AS TO FORM:

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

By: William T. Viola
William T. Viola, General Partner

By: Viola Trust, U/D/T September 3, 1985 –
Exemption Trust, General Partner

By: Michael T. Viola
Michael T. Viola, Successor Trustee

By: Timothy R. Viola
Timothy R. Viola, Successor Trustee

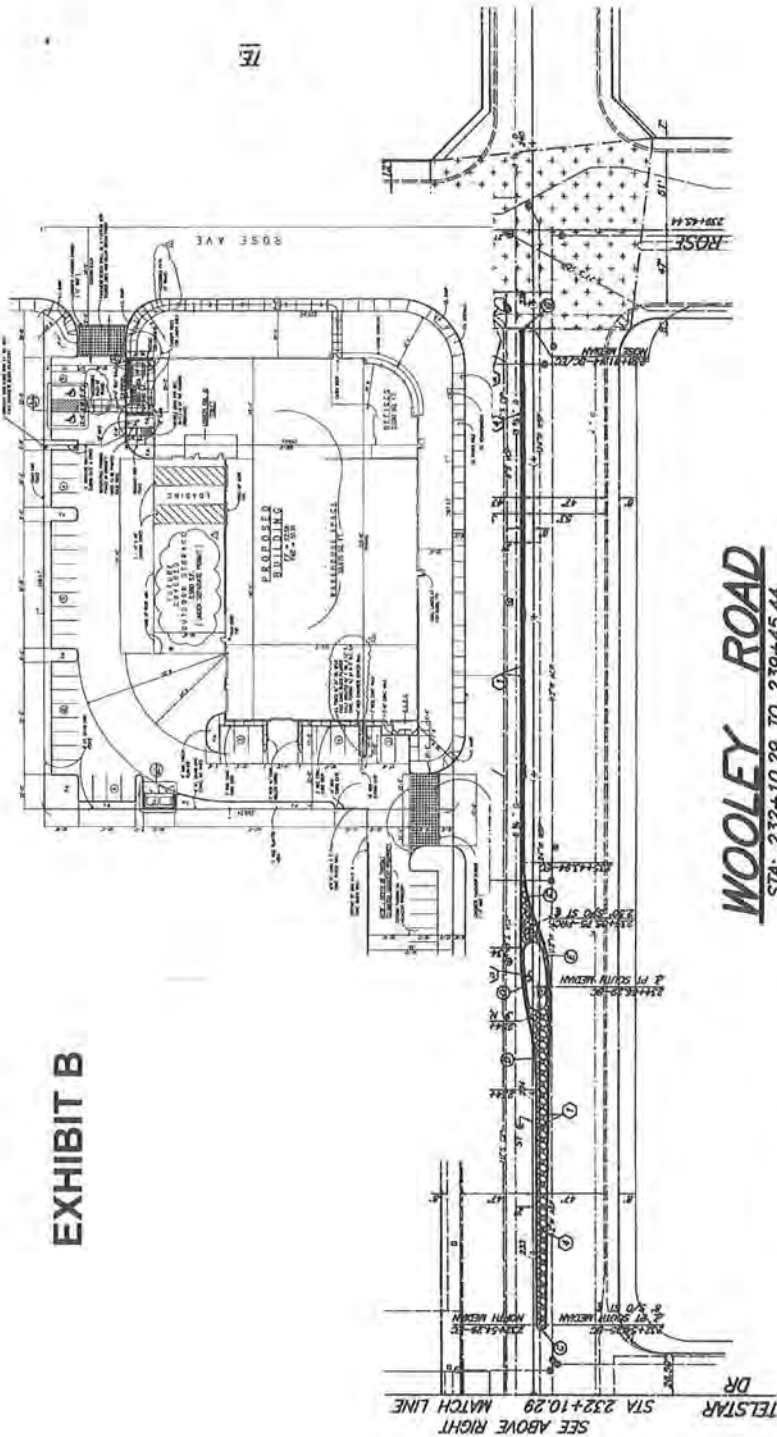
By: William T. Viola
William T. Viola, Successor Trustee

EXHIBIT A

1051 South Rose Avenue

Subject Property

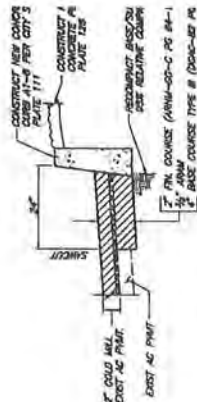
EXHIBIT B



WOOLEY ROAD STA: 232+10.29 TO 239+45.44

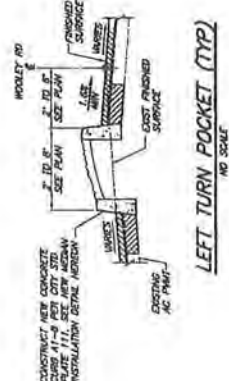
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 $L=42.11'$
 $T=24.09'$
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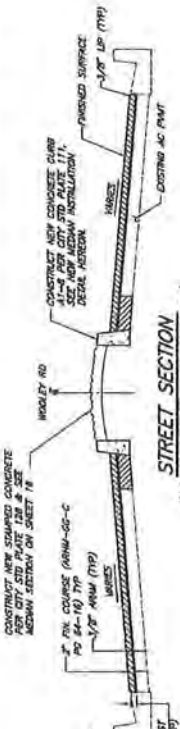


NEW MEDIAN INSTALLATION DETAIL

- NOTES:
1. PRESENT FOR 24" WIDE AS SHOWN IS PART OF CONCRETE CURB AND
 2. REMOVE & DISPOSE AC & BASE MATERIAL



LEFT TURN POCKET (TYP)



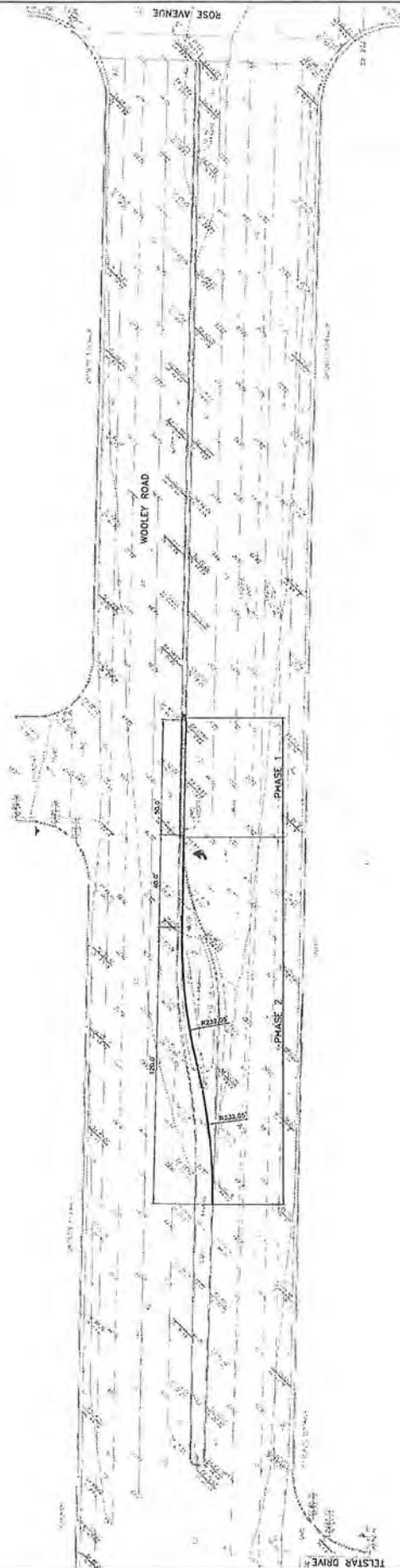
STREET SECTION

(STA 224+81.68 TO 238+82.44)

- NOTES:
1. FINISH OF STREET HAS PREVIOUSLY FINISH. ALL LOSSES IMPROVEMENT
 2. FINISH LEFT IN BETWEEN PREVIOUS AFTER MILLING SHALL BE REMOVED
 3. REMOVE & DISPOSE OFF MILLED AC MATERIAL

REVISIONS		PUBLISHED	
NO.	DATE	BY	FOR
1	1-17-75	W. J. B. J.	W. J. B. J.
2	1-18-75	W. J. B. J.	W. J. B. J.
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17	2-2-75	W. J. B. J.	W. J. B. J.
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61	2-46-75	W. J. B. J.	W. J. B. J.
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81	2-66-75	W. J. B. J.	W. J. B. J.
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97	2-82-75	W. J. B. J.	W. J. B. J.
98	2-83-75	W. J. B. J.	W. J. B. J.
99	2-84-75	W. J. B. J.	W. J. B. J.
100	2-85-75	W. J. B. J.	W. J. B. J.

EXHIBIT C



RECORD DRAINING I HEREBY CERTIFY THAT THE WORK SHOWN ON DRAWING NO. [blank] WAS DONE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SAME IS TRUE AND CORRECT AS SHOWN ON SAID PLANS, TOWARDS THE END WHEREOF, I HAVE HEREIN SET MY HAND AND SEAL OF OFFICE, AS INDICATED IN THE REVISIONS BLOCK.		REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>10/10/2023</td> <td>AS SHOWN</td> </tr> </table>		NO.	DATE	DESCRIPTION	1	10/10/2023	AS SHOWN
NO.	DATE	DESCRIPTION							
1	10/10/2023	AS SHOWN							
PROJECT INFORMATION PROJECT NO. [blank] PROJECT NAME [blank] DATE: 10/10/2023 SCALE: 1"=40' SHEET NO. 1 OF 1		PROPOSED LEFT TURN POCKET WOOLEY ROAD SHEET NO. 1 OF 1							
DESIGNER'S SEAL [Seal of David J. Smith, Professional Engineer, No. 10000, State of Georgia]		DATE 10/10/2023 SCALE 1"=40' SHEET NO. 1 OF 1							



Meeting Date: 03/18/2014

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

Prepared By: Brian Woolley, Traffic Sergeant *BW* Agenda Item No. S-5
Reviewed By: City Manager *mm* City Attorney *SMF* Finance *MC* Other (Specify) _____

DATE: February 20, 2014

TO: City Council

FROM: Jeri Williams, Chief of Police *JW*
Police Department

SUBJECT: State of California Grant for Selective Traffic Enforcement

RECOMMENDATION

That City Council adopt a resolution:

1. Authorizing the City Manager to execute and submit an application for \$352,122.80 in grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2014/15 Selective Traffic Enforcement Program.
2. Authorizing the City Manager or designee to execute grant agreements.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.
4. Authorizing the Chief of Police or designee to submit non-financial reports.

DISCUSSION

The State of California, OTS has offered grant funding to assist the City in reducing the number of injury and fatal traffic collisions that occur on our City's roadways. The Police Department wishes to apply for the grant titled "Selective Traffic Enforcement Program" in the amount of \$352,122.80. Over the past 19 years, OTS has provided funding for programs that help reduce the amount of fatal and injury-related traffic collisions within the City. A major emphasis has been related to keeping Driving Under the Influence (DUI) drivers off our roadways and educating City residents about the dangers of drinking and driving. While working in conjunction with OTS, the number of fatal and injury-related traffic collisions in the City has decreased. In addition, alcohol related incidents have also decreased.

This funding will allow continued enforcement and education in order to keep the residents of Oxnard safe from DUI drivers. The City can accomplish this goal by reducing the amount of alcohol-related traffic collisions. Taking different proactive approaches to DUI enforcement, continued public education aimed at the youth in our community, and maximum enforcement on all DUI related crimes

State of California Grant for DUI Enforcement and Education

February 20, 2014

Page 2

are strategies employed in this grant. This grant will also provide funding to address the issue of collisions related to other unsafe driving habits such as speeding, following too close and distracted driving.

This grant looks at targeting the “worst of the worst” and repeat DUI offenders. These offenders are drivers who are already on probation and have suspended or revoked driver licenses; however, these offenders continue to drive motor vehicles and more importantly, drive while intoxicated. Officers will continue to conduct surveillance operations that will result in the arrest of these offenders.

FINANCIAL IMPACT

The Selective Traffic Enforcement Program Grant will not require a local match contribution.

Attachment #1 - City Council Resolution approving submittal of grant application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the State of California, Office of Traffic Safety for \$352,122.80 in Office of Traffic Safety grant funds, to be used for selective traffic enforcement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for selective traffic enforcement and resolves to recognize grant revenue in the amount of \$352,122.80 from the State of California, Office of Traffic Safety. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 18th day of March 2014 by the following vote:

AYES:

NOES:

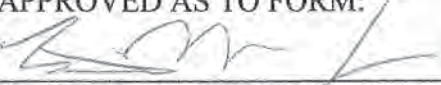
ABSENT:

ATTEST:

Timothy B. Flynn, Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1

PAGE 1 OF 1

RESOLUTION NO.

The City Council of the City of Oxnard Does
Hereby Resolve to Commend Larry Eklund for Over
Twenty-Six Years of Exemplary Service to the City of Oxnard

WHEREAS, Larry Eklund has over twenty-six years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Larry Eklund began his career with the City of Oxnard as a Police Officer on August 17, 1987 and thereafter went on to accept positions of increasing responsibility, scope and challenge; and

WHEREAS, in 1992 Officer Larry Eklund researched and instituted the Oxnard Police Department's Mounted Horse Unit, being a riding member since its inception and in 1998 he again conducted research, development and instruction for the Oxnard Police Department's Defensive Tactics Unit where he was an instructor until 2013; and

WHEREAS, Larry Eklund, as a police officer has exemplified leadership and sound judgment; and

WHEREAS, through his personal skills and commitment to his responsibilities as a Patrol Officer, Detective and Composite Artist, Larry Eklund has served as a key figure in maintaining life, property and tranquility within the City of Oxnard; and

WHEREAS, Larry Eklund will be sorely missed in City government and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Larry Eklund for over 26 years of exemplary service to the City of Oxnard and offer best wishes for much luck and success in all future endeavors.

PASSED AND ADOPTED this 18th day of March, 2014 by the following votes:

AYES:

NOES:

Tim Flynn
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez
City Clerk



Stephen M. Fischer
Interim City Attorney

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 *Grant Dunne* Agenda Item No. S-7

Reviewed By: City Manager *JRP* City Attorney *SMF* Finance *AC* Public Works

DATE: March 5, 2014

TO: City Council

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

SUBJECT: Agreement with Venco Power Sweeping, Inc. for City-wide Street Sweeping Services (Agreement No. A-7659)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with Venco Power Sweeping, Inc. in the amount of \$900,081 for City-wide street sweeping services for a two-year term from April 1, 2014 through March 31, 2016 (Agreement No. A-7659).

DISCUSSION

Sweeping is provided on all City streets, alleyways, arterials, and public parking lots at various intervals ranging from weekly to monthly to maintain and enhance the City's appearance. Adequate sweeping ensures compliance with permit requirements for storm water discharge from the National Pollutant Discharge Elimination System. Approximately 22,238.64 curb miles are swept annually.

On December 16, 2013, the Public Works Department issued a Request for Bids (RFB) to qualified firms. On January 15, 2014 a mandatory pre-bid meeting was held and five vendors were in attendance. Two vendors responded to the RFB, with Venco Power Sweeping, Inc. (Venco) submitting the lowest bid for street sweeping services. Venco has been in the business of municipal street sweeping since 1960 and has a service facility at 2400 Eastman Avenue in Oxnard. Venco has experienced managers and equipment operators who are well trained in sweeping services and safety practices. Venco has and currently performs effective, dependable and safe street sweeping service for Oxnard.

The Agreement provides for bi-weekly sweeping of residential streets, weekly sweeping of downtown streets, and weekly to monthly sweeping of arterials and parking lots. The initial term of the Agreement is from April 1, 2014 to March 31, 2016. Thereafter, the parties may extend the Agreement in two successive two-year terms upon mutual written consent. Venco meets all required City provisions in the Agreement including the possession of a business tax certificate and appropriate certificates of insurance, and compliance with Oxnard's living wage policy. Based on Venco's service rates and the initial two-year term of the Agreement, the value of this Agreement is \$900,081.

**Agreement with Venco Power Sweeping, Inc. for City-wide Street Sweeping Services
(Agreement No. A-7659)**

March 5, 2014

Page 2

FINANCIAL IMPACT

The value of this Agreement is \$900,081 over the initial two-year term. This amount includes \$840,320 for street sweeping and \$59,761 for parking lot sweeping over the two-year term. Funding for street sweeping services is provided by the Solid Waste Operating Fund Account No. 631-6301-847-8301 and the Gas Tax Fund Street Maintenance Account No. 181-3103-803-8301. Funding for parking lot sweeping services is provided by the General Fund Transportation Parking Lot Maintenance Account No. 101-3106-803-8301.

GD:js

Attachment #1 - Agreement No. A-7659

AGREEMENT FOR STREET SWEEPING SERVICES

This Agreement for Street Sweeping Services ("Agreement") is made and entered into on the 18th day of March 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Venco Power Sweeping, Incorporated ("Contractor").

WHEREAS, City contains approximately 22,238.64 curb miles of City streets to be swept annually and requires professional administrative services and trade services to implement the City's street sweeping program; and

WHEREAS, required professional administrative services include supervising sweeping services; making recommendations to City staff; attending meetings of neighborhood councils and homeowners associations; communicating directly with sweeping personnel in the field and with City staff; tracking the location of equipment in the field; responding to customer complaints; planning the routing of sweeping services; providing, maintaining and storing sweeping equipment; disposing of sweeping debris in accordance with City policies; submitting periodic reports to City staff; and employing and managing experienced personnel to provide services; and

WHEREAS, Contractor represents that Contractor's personnel have the qualifications, equipment and experience to properly perform such professional administrative services and street sweeping services; and

WHEREAS, because of the importance of the professional administrative services and street sweeping services required by this Agreement, experience, qualifications, cost effectiveness and value, and past record of performance are considerations in awarding this Agreement, and this Agreement is considered to be primarily a professional services agreement; and

WHEREAS, in recognition of the street sweeping trade services also required by this Agreement, this Agreement includes requirements that Contractor pay employees providing services under this Agreement in accordance with the City's living wage policy:

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

1. Scope of Services

a. Contractor agrees to furnish City with the street sweeping equipment and services set forth in Exhibit A and utilizing the equipment listed in Exhibit D both of which are attached hereto and incorporated herein by this reference.

b. Contractor agrees to provide such services using the standard of care, skill and diligence normally provided by a person in the performance of municipal street sweeping or similar work. All services are to be coordinated with the Director of Public Works ("Director")

and shall be performed under the general direction of the Director or designee.

2. City's Responsibility

City shall cooperate with Contractor as may be reasonably necessary for Contractor to provide said services. City agrees to provide direction to Contractor regarding particular sweeping requirements.

3. Term of Agreement

This Agreement shall begin on April 1, 2014, and expire on March 31, 2016, unless earlier terminated as provided in Section 4 below. Upon mutual agreement of Contractor and City, and upon availability of funds, the Agreement may be renewed as provided for in Section 1, titled Term of Agreement, of Exhibit A, for additional periods.

4. Termination

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

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

c. If the frequency of the services to be performed by Contractor is reduced or increased as provided in Section 9, subsections a and b, titled Restricted Parking and Routing, respectively, of Exhibit A, Contractor and City shall agree on a new rate of curb mile compensation as provided in Section 10, titled City of Oxnard Street Sweeping Contract Schedule of Work and Prices, of Exhibit A. If the parties fail to reach agreement on new rate of curb mile compensation, City may terminate this Agreement on thirty days' written notice to Contractor.

5. Arbitration

In the event of any dispute with regard to the provisions of this Agreement, the dispute may be submitted to arbitration upon mutual agreement of the parties, under such procedures as parties may agree upon, or, if the parties cannot agree, then under the applicable rules of the American Arbitration Association.

6. Living Wage

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

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

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

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

7. Compensation

a. City agrees to pay Contractor for the services provided in Section 10, titled City of Oxnard Street Sweeping Contract Schedule of Work and Prices, subsections a, b, c, d, and e of Exhibit A at the rates provided for therein.

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

c. Contractor agrees that payment by City shall not constitute or be deemed a release of the responsibility and liability of Contractor, its employees, subcontractors, agents and consultants for the performance of services as required by Paragraph 1 of the Agreement, nor shall such payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the services performed by Contractor, its employees, subcontractors, agents and consultants.

8. Method of Payment

a. City agrees to pay Contractor upon satisfactory completion of services and upon submission to City of an invoice for said services performed each month. Invoices submitted to City by Contractor shall be in a format as provided in Exhibit C-1, attached hereto and incorporated herein by reference.

b. Contractor shall mail invoices for payment to: City of Oxnard – Streets Division, 1060 Pacific Avenue, Oxnard, California 93030, Attention: Phillip Gregoire, Streets Manager.

c. Contractor agrees to maintain monthly records, books, documents, papers, accounting records and other evidence pertaining to services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Contractor shall make available to City such records, including payroll distribution records, receipted bills and other related documents, if requested for justification of the invoices.

d. Contractor shall maintain a copy of each work ticket signed by a representative of City for all work performed as hourly rate sweeping pursuant to Section 10, subsection e of Exhibit A. Contractor shall provide a copy of said work ticket to the City.

9. Records

Contractor shall provide, upon City's request, to City in a timely manner copies of any and all records and reports referred to in Exhibit C-2, attached hereto and incorporated herein by reference. Contractor shall be subject to a penalty of \$100.00 per day for each day that a report as listed in C-2 that is requested by the City is not submitted to the Project Manager.

10. Contractor's Indemnification of City

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

11. Insurance

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

incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Contractor obtain and maintain such insurance coverages.

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

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

12. Letter of Credit or Bond

Prior to April 1, 2014, Contractor shall provide the Finance Director with an irrevocable Letter of Credit or a Faithful Performance and Payment Bond, in the amount of the annual contract value, in a form and issued by a financial institution satisfactory to the Chief Financial Officer, to remain in effect for the duration of this Agreement and for sixty (60) days from the expiration or termination of this Agreement. The Letter of Credit shall guarantee faithful performance by Contractor of all of Contractor's obligations and responsibilities under this Agreement.

13. Independent Contractor

City and Contractor agree that in the performance of services under this Agreement, Contractor shall be, and is, an independent contractor, and Contractor and its employees and subcontractors are not employees of City. Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor. Contractor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Contractor's employees, agents, subcontractors and consultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

14. Contractor Not Agent

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

15. Change in Service

a. City reserves the right to request in writing, changes in the scope of services at any time prior to acceptance of the services without voiding the Agreement. Such changes will be made only by written agreement between City and Contractor and will be subject to availability of funds as verified by the Chief Financial Officer.

- b. Contractor agrees that changed services will be performed in accordance with original requirements as so modified. Contractor, upon receipt of written notice to proceed, shall proceed in a timely manner with the changed services.

16. Assignability of Agreement

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

17. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor or with whom Contractor contracts for the performance of services under this Agreement shall be treated equally by Contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

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

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

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

18. Maintenance and Inspection of Records

Contractor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Contractor'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. Contractor shall maintain and preserve all such records for a period of at least two years after the termination of this Agreement, or until an audit has been completed and accepted by City. Such audit shall be conducted no later than one year following the final invoice and payment for services. Contractor agrees to maintain all records in its main office in the City of Oxnard, California. If not, Contractor shall promptly reimburse City for all reasonable costs incurred in

conducting the audit at a location other than the Contractor's main office, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

19. Governing Law

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

20. Compliance with Laws

Contractor agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement. Before beginning services, Contractor shall obtain a City business tax certificate.

21. Severability

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

22. Waiver

City and Contractor agree that no waiver or a breach of any provision of this Agreement by any party shall constitute a waiver or any other breach of the same provision or any other provision of this Agreement.

23. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Venco Power Sweeping, Incorporated, 2400 Eastman Avenue, Oxnard, California 93030. Attention: Bill Barrett.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Streets Division, 1060 Pacific Avenue, Oxnard, California 93030, Attention: Phillip Gregoire, Streets Manager.

24. Expenses of Enforcement

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

25. Successors and Assigns

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

26. Time of Essence

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

27. Amendment

City and Contractor agree that the terms and conditions of the Agreement may be reviewed or modified at any time. However, modifications to this Agreement shall be effective only when agreed to in writing by both parties.

28. Entire Agreement

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

CITY OF OXNARD

CONTRACTOR

Tim Flynn, Mayor

Bill Barrett
Bill Barrett, President
Venco Power Sweeping, Inc.

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron
James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

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

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Phillip Gregoire
Phillip Gregoire, Streets Manager

Exhibit A Scope of Work

1. Term of Agreement

This Agreement shall be for the period stated in Section 3 of the Agreement with two, two-year extension options that may be exercised by City should Contractor consistently meet or exceed the standards of performance outlined in the specifications. The extension option is at the sole discretion of City.

2. Letter of Credit or Bond

Contractor shall provide City with a Letter of Credit or a Faithful Performance and Payment Bond in an amount equal to 100% of the annual contract amount to remain in full force and effect as provided in Section 12 of the Agreement.

3. Insurance

Contractor shall provide documents as necessary for evidence of compliance with City insurance requirements as stated in Exhibit INS-B.

4. Report Submittals

Contractor shall submit reports and billing pertaining to contractual obligations according to the schedule and format illustrated in Exhibit C-1 and C-2. From time to time, City may revise the schedule and format and will promptly notify Contractor of revisions. Upon City's Project Manager's request for a report, Contractor shall be subject to a penalty of \$100.00 per day for each day that a report is not submitted to the Project Manager. City shall deduct the amount of penalties incurred from Contractor's monthly service invoice.

5. Staffing

Contractor shall provide personnel specifically trained and experienced in the work to be performed. Street sweeper operators shall have a minimum of three years' experience in municipal street sweeping. All sweeping equipment operators shall possess the type and variety of license required under California law applicable to the gross vehicle weight rating of the equipment. Contractor shall submit a list of sweeper operators to be assigned to the contract and include their qualifications and experience. All personnel assigned to the performance of this Agreement shall be employees of Contractor.

6. Supervision

Contractor shall have a supervisor on site in City at all times any services are being performed under the Agreement. The supervisor shall have the authority to act on behalf of Contractor while making the day-to-day decisions required to effectively and efficiently carry out the obligations of the Agreement and the performance of the work. The supervisor must have a minimum of five years experience in the management of municipal street sweeping contracts of comparable size and scope. The supervisor must be experienced in all phases of street sweeping operations and related services including scheduling, routing, personnel supervision, quality control, direct interface with City staff and residents for customer service request resolution, report writing, enforcement of restricted parking programs, daily communication with the Project Manager, Water, Streets & Waterways, Code Enforcement and Police Department, ensuring all daily contractual requirements are being satisfied. The supervisor is responsible for inspecting, reporting and recommending to Project Manager the areas that need sweeping that are not included in regular sweeping service, such as alleyways, emergency sites, and other locations. At the request of the Project manager, Contractor shall provide a qualified representative to attend Neighborhood Council meetings, Homeowner Association meetings and any and all other meetings as required to facilitate communication about the street sweeping and related services program.

7. Communication

Contractor shall have direct communication with all sweeping equipment in the field utilizing radios or cell phones. Pagers are not acceptable. The supervisor(s) shall have a cellular telephone for direct communication with Project Manager, Police Department Parking Enforcement personnel, and residents. In addition, Contractor shall have a toll-free phone line for telephone and FAX communication. Upon request, the Project Manager shall contact the Contractor for special 'on-call' work orders.

Contractor shall install Global Position System tracking devices on each sweeper assigned to the contract. Contractor will be provided makes and models of devices that can be integrated into City's information systems Geographic Information System.

8. Customer Complaints

The intent of this contract is to provide the highest level of street sweeping and related services available within the City. Customer complaints and inquiries from residential and business property owners in the City are of paramount importance. The Project Manager will communicate all customer service requests to Contractor. Contractor shall respond to all inquiries and complaints on the same day they are received. It is Contractor's responsibility to communicate directly with the Project Manager. Contractor shall follow up with customers and Project Manager with the resolution of any and all inquiries and complaints. Contractor shall provide a written report for each customer service request, detailing the specifics of the inquiry or complaint received, and the direct action taken by Contractor, including all follow-up communication with the customers confirming the information requested or resolution of the complaint as per Exhibit C-2, attached hereto and incorporated herein by reference. This

Agreement is intended to mitigate complaints from City customers for Contractor's failure to perform under the terms of this Agreement. Therefore, Contractor shall be subject to a penalty of \$100.00 per day for each day that a complaint caused by Contractor's operations goes unresolved to the satisfaction of the Project Manager. In addition, should City receive complaints for service below the standards as outlined in the contract specifications in excess of three per thirty-day period, City reserves the right to terminate the Agreement.

9. Scope of Work

City currently has approximately 22,238.64 curb miles swept annually. The chart below identifies the current curb mile types.

City of Oxnard Street Sweeping Contract	Total Curb Miles Per Sweep	Annual Number of Sweeps	Total Annual Curb Miles
Residential/Restricted – Bi-Weekly	474.80	24	11,395.20
Less: No Sweeping Holiday Weeks Residential	10 weeks of holidays		
Alleyways – Monthly (upon request from City)	125.00		
Arterial/Industrial/Median – Bi-Weekly	133.18	24	3,195.12
Arterial/Industrial/Median – Monthly	476.16	12	5,713.92
Downtown – Weekly	37.20	52	1,934.40
Total Annual Curb Miles			22,238.64

a. Restricted Parking

The residential streets and alleys in City are converted to four routes following the weekly Solid Waste collection routes and alternating sides of the street with no street sweeping on a week with a City observed holiday. Street sweeping will begin with portions of areas in the four routes being posted. Contractor is required to meet all posted times for sweeping. Under the direction of the Project Manager, Contractor shall be responsible for the supervision of the restricted parking program, coordinate with the Police Department cadets for City's enforcement times for sweeping the restricted areas, and communicate directly with the public in regards to all aspects of the program. Contractor's personnel shall be fully versed in all aspects of coordinating a street sweeping restricted parking program. It is critical that all aspects of the program be supervised in the field. Under the direction of the Project Manager, Contractor shall coordinate street sweeping and enforcement with the Police Department, Public Works Department and Contractor's staff. Contractor shall have adequate personnel and equipment available to meet the posted times in all restricted parking areas within City. In the event Contractor's supervisor determines a posted restricted time window will not be met, additional equipment shall be dispatched immediately to adhere to the posted times. Contractor will be penalized \$500.00 for any sweeping route that is not swept during the posted time, except due to a City observed holiday or hazardous conditions as described in Section 9 (d). Missing the posted time window in restricted parking areas three times in any thirty-day period shall be grounds for termination of this Agreement.

b. Routing

Contractor shall provide complete and comprehensive street sweeping routing services as a part of the Agreement. This service shall include planning for and routing of all future alternate side of street restricted parking sweeping routes, and all added curb miles as a result of new development. Contractor shall provide complete color-coded maps of new routes indicating the posted streets, the restricted time window for each side of the street and the route starting point. City's Environmental Resources Division shall approve all street sweeping rerouting prior to a change in routing. Sweeping routes will in all cases follow the day after the Solid Waste collection schedule. City reserves the right to limit the number of curb miles projected per route in residential restricted and non-restricted parking.

c. Sweeping Method

Sweeping will normally require one pass over an area with the left and/or right gutter brooms, and pickup broom or pickup head in contact with the surface being swept at all times. A minimum width of eight feet shall be cleaned with each pass of the sweeper as measured from curb face to the centerline of the street. Where debris or other conditions warrant, Contractor will make additional passes so as to clean the entire street at no additional cost to City. Cross gutters, turn pockets, painted medians, median "bull noses" and intersections are considered part of the curb mileage and are to be swept along with the curb line on each sweeping route. The downtown sweeping route has parking areas that are inaccessible to the street sweeper due to landscape planters. These corners are to be cleaned by hand during the weekly sweeping operation. Sweeping speeds will be maintained to thoroughly clean the streets as conditions warrant. At no time shall the sweeping speed exceed six miles per hour. Adequate water shall be used at all times to maximize dust control. Where curb mileage is listed in these specifications, the numbers are estimates. Contractor shall satisfy itself as to the quantities and scope of work. The contract curb mileage shall be calculated based on City's Geographical Information System data.

Where obstructions impede the sweeping operation (such as rocks, palm fronds, and other objects that can be handled by the sweeper operator and/or field supervisor), Contractor shall remove these items by hand rather than driving around these items. Items that are too large to be manually put into the sweeper's hopper, such as discarded furniture or other large bulky items or items that obstruct the sweeping route such as tree branches or basketball goals, must be reported immediately to the Project Manager and documented on the daily obstruction report for removal by City. Contractor is not required to sweep "unsweepable" debris. The Project Manager shall determine if an "unsweepable" condition exists.

In areas where drainage is a problem, Contractor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street as a result of the sweeping operation.

d. Weather and Hazardous Conditions

When inclement weather or hazardous conditions such as traffic accidents, flooding, demolition, construction, hazardous spills, natural catastrophes or related incidents interrupt the regular street sweeping schedule, Contractor will not be paid for the curb miles not swept. Street sweeping operations shall resume as scheduled as soon as weather or conditions permit.

e. Sweeping Schedule

All curb miles for each street sweeping route will be swept per the established schedule. Streets and alleys not posted for restricted parking shall be swept as follows:

Residential	7:00 a.m. to 4:00 p.m.
Arterials	11:00 p.m. to 7:00 a.m.
Industrial	11:00 p.m. to 6:00 a.m.

Contractor shall have sufficient staff and equipment to meet all sweeping schedules. In the event of an emergency, Contractor shall have additional personnel and equipment to dispatch to the scene of the incident. Contractor shall not remove a sweeper from an established route to meet an emergency need. Requests for emergency services must be responded to within thirty minutes during Monday through Friday, 7:00 a.m. to 5:00 p.m., and within two hours any other time including weekends and holidays. Rates charged for emergency sweeping shall be at the rates listed in Section 10 of Exhibit A.

In a week with a City observed holiday, Contractor shall not sweep residential streets on any day in that week that occurs on and after the holiday, and respective curb miles shall not be billed to City. Arterial, industrial, commercial downtown and parking lot routes will adjust the schedule to accommodate the holiday.

The City observes the following holidays:

New Years Day (January 1st)
Martin Luther King Day (Third Monday in January)
Presidents Day (Third Monday in February)
Cesar Chavez Day (March 31st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (By Presidential proclamation, usually the fourth Thursday in November)
Christmas Day (December 25th)

f. Inspection

All work performed pursuant to this contract will be inspected by the Project Manager. Streets not cleaned and left with sweepable debris such as sand, dirt, vegetation, sludge, and refuse shall be re-swept at no additional cost to City. In addition, should Contractor fail to

sweep all the curb miles contained in any established sweeping route, Contractor shall be subject to a penalty of \$100.00 per occurrence. Incomplete sweeping of established routes three times in any thirty-day period shall be grounds for termination of this Agreement.

g. Equipment

Equipment used shall be mechanical broom, vacuum or regenerative air in design. Exhibit D to the Agreement provides a list of equipment, including make, model, and year to be used for street sweeping. Sweeping equipment used to perform the work on this contract shall be no more than five years old. City shall not provide storage facilities for Contractor's operations. Contractor shall provide all necessary facilities for the storage of equipment, parts, supplies and equipment maintenance as is required to perform the services under this Agreement.

h. Debris Disposal

Debris disposal is the responsibility of Contractor. City's Wastewater Division shall pay the direct tonnage fees for debris collected by Contractor from residential, alleyways, downtown, arterials, industrial and commercial areas, medians and parking lots that are swept by Contractor. Weigh tickets shall be mailed from the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), located at 111 South Del Norte Boulevard in Oxnard to: City of Oxnard – Wastewater Division, 6001 Perkins Road, Oxnard, CA 93033.

For special on-call sweeping services that require roll-off containers for the disposal and containment of sweeping debris, the Contractor shall use roll-off containers provided by the City's Environmental Resources Division. Contractor shall contact the City's Environmental Resources Division for the order of placement, removal and emptying of the roll-off container. The management of and the costs associated with the roll-off containers is the responsibility of Contractor. Rates for the use of roll-off containers are listed in the City Ordinance that establishes solid waste system user fees and charges. The Contractor can call the City Environmental Resources Division for further details of rates for roll-off containers. Arrangements for the daily roll-off container placement and pickup shall be made twenty-four hours in advance and roll-off containers shall not be permitted to remain overnight. Debris that accumulates around the roll-off container during the dumping operation shall be swept within two hours of the container being removed by City's Environmental Resources Division. No debris shall be placed into the roll-off container except that generated by the sweeping operations pursuant to this Agreement. The Environmental Resources Division will mail weigh tickets associated with the roll-off program to the City's Wastewater Division for reimbursement of street sweeping debris paid for by the Environmental Resources Division.

i. Water Usage

Water for all sweeping operations shall be the responsibility of Contractor. Arrangements for the cost, payment and method of loading shall be coordinated with City's Water Division. Water shall be used during all sweeping operations to eliminate airborne dust. Contractor

shall not discharge liquid waste from sweeper units onto City streets or into the storm drain system. Washing of sweepers on City property is strictly prohibited. Any and all washing of sweeper units shall take place at Contractor's storage facility.

j. Parking Lots

Parking lots swept will be thoroughly cleaned. Areas inaccessible to the sweeper shall be cleaned using either a vacuum or blower device. All debris shall be picked up by the sweeper unit and disposed of at City's expense. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation and any and all other debris that accumulates between scheduled sweeping days. Sweeping shall take place at times when the parking lots are vacant.

k. Del Norte Regional Recycling and Transfer Station (Del Norte Facility)

The site at the Del Norte Facility located at 111 South Del Norte Boulevard in Oxnard and the streets of Del Norte Boulevard and Sturgis Road that bound the Del Norte Facility shall be swept and thoroughly cleaned. Sweeping at the Del Norte Facility shall occur daily Monday through Friday during closing hours from 5:00 p.m. to 5:00 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Service frequency may be adjusted from time-to-time and special on-call spot sweeps shall be ordered by the City's Environmental Resources Superintendent as needed.

Daily sweeping shall occur Monday through Friday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street.

j. Heavy Sweeping Conditions

City has several areas that are adjacent to the beach. Sand accumulates in these areas that exceeds the capability of standard street sweeping equipment. When this condition occurs, Contractor shall make arrangements for the removal of the heavy accumulation of sand as an extra cost to City. City will pay only for the cost of the heavy equipment for sand removal. As an alternative, City may elect to remove the heavy accumulations of sand utilizing City personnel and equipment. In any event, it is Contractor's responsibility to sweep all sand from the beach area streets within the established sweeping schedule. Contractor shall have sufficient personnel and equipment available at all times to meet the demands of the beach area sweeping requirements.

Contractor, at no additional cost to City, shall supply personnel to place City-supplied temporary "No Parking" signs on all beach area streets, forty-eight hours prior to any heavy equipment sand removal operations. The Project Manager shall be the sole judge as to whether the conditions warrant additional heavy equipment for sand removal. Contractor is responsible for sweeping these beach areas from curb line to curb line, including intersections and cross gutters each scheduled sweeping day. Contractor is responsible for investigating the conditions in these beach areas and throughout City for street sweeping requirements that are not typical of normal residential and arterial street sweeping operations.

10. City of Oxnard Street Sweeping Contract Schedule of Work and Prices

City of Oxnard Street Sweeping Contract	Rate	Total Monthly Curb Miles	Monthly Fee Not to Exceed
Residential/Restricted – Bi-Weekly Less Holiday Weeks – No Sweeping	\$24.00 (\$24.00)	949.60 curb miles (219.14) curb miles avg.	\$22,790.40 (\$ 5,259.36)
Alleyway - Monthly as requested by City	\$24.00	125 curb miles	\$ 3,000.00
Arterial/Industrial/Median – Bi-Weekly	\$16.25	266.26 curb miles	\$ 4,326.73
Arterial/Industrial/Median - Monthly	\$16.25	476.16 curb miles	\$ 7,737.60
Downtown – Weekly	\$15.00	161.20 curb miles	\$ 2,418.00
Parking Lot – Weekly (see table below)	\$10.00 to \$15.00	33 Parking Lots	\$ 1,820.00
Parking Lot – Monthly (see table below)	\$20.00 to \$25.00	30 Parking Lots	\$ 670.00
Monthly Fee Not to Exceed			\$37,503.37

a. Parking Lot Sweeping

Weekly frequency – 33 parking lots per week or 143 parking lots per month, unit price per table below. Total per month is \$1,820.00

Monthly frequency – 30 parking lots per month, unit price per table below. Total per month is \$670.00

UNIT PRICE SHEET PARKING LOTS

WEEKLY FREQUENCY		MONTHLY FREQUENCY	
Lot No.	Price Per Sweep	Lot No.	Price Per Sweep
4	\$15.00	1	\$25.00
5	\$15.00	2	\$25.00
19	\$15.00	6	\$25.00
20	\$15.00	7	\$20.00
21	\$15.00	8	\$25.00
22	\$15.00	9	\$20.00
23	\$15.00	10	\$20.00
24	\$10.00	11	\$25.00
25	\$10.00	12	\$20.00
26	\$10.00	13	\$20.00
27	\$10.00	14	\$20.00
28	\$15.00	15	\$20.00
29	\$15.00	16	\$20.00
30	\$15.00	17	\$25.00

31	\$15.00	18	\$25.00
32	\$10.00	48	\$20.00
33	\$10.00	49	\$20.00
34	\$15.00	50	\$25.00
35	\$15.00	51	\$25.00
36	\$10.00	52	\$20.00
37	\$10.00	53	\$20.00
38	\$10.00	54	\$25.00
39	\$10.00	55	\$20.00
40	\$10.00	56	\$25.00
41	\$10.00	58	\$20.00
42	\$15.00	59	\$20.00
43	\$10.00	60	\$20.00
44	\$15.00	61	\$25.00
44A	\$10.00	62	\$25.00
45	\$15.00	63	\$25.00
46	\$15.00		
46A	\$15.00		
47	\$10.00		

- b. Parking Lot No. 64, Downtown Parking Structure, shall be swept on a twice per week basis for the amount \$80.00 per sweep. Contractor shall mail invoice for payment to: City Of Oxnard – Facilities Maintenance Division. Attention: Mike Glenn. 1060 Pacific Avenue, Oxnard, CA 93030.
- c. Sweeping at the Del Norte Facility shall occur one-time daily Monday through Friday during closing hours from 5:00 p.m. to 5:00 a.m. Areas to be swept include parking lots, loading docks, truck and trailer staging areas, scale areas, ingress areas, and all other vehicle traffic asphalt pavement surface areas at the facility site. Monthly price for sweeping: \$1,700.00. Contractor shall line itemize this service cost on the monthly invoice to the City.
- Daily sweeping shall occur one-time daily Monday through Friday on Del Norte Boulevard from Sturgis Road to Fifth Street and on Sturgis Road from Del Norte Boulevard to Elevar Street. Monthly price for sweeping: \$850.00. Contractor shall line itemize this service cost on monthly invoice to the City.
- d. Removal of 13.4 cubic yard roll-off container from arterials or other sites used exclusively by Contractor for containment of only street sweeping debris. Fee per pickup and removal of 13.4 cubic yard roll-off container shall be fee listed in effective City ordinance establishing solid waste system user fees and charges for pickup and removal of 13.4 cubic yard roll-off container.

- e. Hourly rates for extra sweeps, on-call alleyway sweeping, special sweeps and emergency sweeps are as follows:

7:00 a.m. to 4:00 p.m. Monday through Friday - Rate per hour - \$100.00

After hours, holidays and weekends - Rate per hour - \$125.00

Exhibit B
LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit B-1 attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT B-1

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

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

Exhibit C-1
Monthly Reports Submitted with Contractor Invoice to City

Name of Contractor:	Date:
Address:	Invoice No.
City/State/Zip:	Tax ID No.
Phone:	Contract No.
Fax:	Service Month and Year
Contact:	Contractor's Signature

No.	Type of Service	Total monthly curb miles	Monthly curb miles missed	Total monthly curb miles completed	Rate per curb mile completed	Total monthly charge
1	Residential/Restricted Bi-Weekly	949.60			\$24.00	
2	Arterial/Industrial/Median Bi-Weekly	114.53			\$16.25	
3	Arterial/Industrial/Median Mothly	476.16			\$16.25	
4	Downtown – Weekly	161.20			\$15.00	
5	Monthly Charge:					

PARKING LOTS

WEEKLY SERVICE				MONTHLY SERVICE			
Lot No.	Price Per Sweep	Number of Weeks Completed	Monthly Charge	Lot No.	Price Per Sweep	Completed Yes or No	Monthly Charge
4	\$15.00			1	\$25.00		
5	\$15.00			2	\$25.00		
19	\$15.00			6	\$25.00		
20	\$15.00			7	\$20.00		
21	\$15.00			8	\$25.00		
22	\$15.00			9	\$20.00		
23	\$15.00			10	\$20.00		
24	\$10.00			11	\$25.00		
25	\$10.00			12	\$20.00		
26	\$10.00			13	\$20.00		
27	\$10.00			14	\$20.00		
28	\$15.00			15	\$20.00		
29	\$15.00			16	\$20.00		
30	\$15.00			17	\$25.00		
31	\$15.00			18	\$25.00		

32	\$10.00			48	\$25.00		
33	\$10.00			49	\$20.00		
34	\$15.00			50	\$20.00		
35	\$15.00			51	\$25.00		
36	\$10.00			52	\$25.00		
37	\$10.00			53	\$20.00		
38	\$10.00			54	\$20.00		
39	\$10.00			55	\$25.00		
40	\$10.00			56	\$20.00		
41	\$10.00			58	\$25.00		
42	\$15.00			59	\$20.00		
43	\$10.00			60	\$20.00		
44	\$15.00			61	\$20.00		
44A	\$10.00			62	\$25.00		
45	\$15.00			63	\$25.00		
46	\$15.00			TOTAL CHARGE: \$			
46A	\$15.00						
47	\$10.00						
TOTAL CHARGE:							

Charge for roll-off container removal from arterials

Type of Container	Rate Per Removal	Number of Removals	Total Removal Charge
Removal of 13.4 cubic yard roll-off container			

Del Norte Facility

Frequency	Service Areas	Monthly Charge
Daily – Monday through Friday List dates completed	parking lots, loading docks, truck and trailer staging, scales ingress areas, vehicle traffic asphalt pavement surface areas	

Del Norte Boulevard and Sturgis Road

Frequency	Service Areas	Monthly Charge
Daily – Monday through Friday List dates completed	Del Norte Boulevard bounded by Fifth Street and Sturgis Road Sturgis Road bounded by Del Norte Boulevard and Elevar Street	

Monthly Summary Reports also submitted with Contractor Invoice to City

1. Missing curb miles:

Identify route, location, date and type of sweeping service:

Circle cause of missed curb miles:

- a. Holiday week – specify holiday
- b. Hazardous weather and/or conditions – specify date and condition
- c. Street sweeping obstruction
- d. Down equipment – specify equipment
- e. Other: _____

2. Total monthly debris tonnage delivered by Contractor to Del Norte Regional Recycling & Transfer Station.

3. Certified payroll reports for all contract assigned personnel, upon City's request of Oxnard Living Wage Policy as provided in Exhibit B in the Agreement.

4. Monthly Log of Daily and Weekly Reports

Resident and business complaints and resolutions
Street sweeping obstruction
Street sweeping route schedule compliance
Routes and curb miles swept

Contractor shall mail invoices for payment to: City of Oxnard – Environmental Resources Division, Del Norte Regional Recycling and Transfer Station, Attention: Accounts Payable, 111 South Del Norte Boulevard, Oxnard, CA 93030

Exhibit C-2
Daily and Weekly Reports Submitted from Contractor to City

- a. Daily Reports submitted to Project Manager every consecutive weekday, as appropriate when requested by City:
 - 1. Citizen complaints and resolution
 - 2. Hazardous conditions report
 - 3. Street sweeping obstruction report
 - 4. Street sweeping route schedule compliance

- b. Weekly Reports submitted to Project Manager every five consecutive weekdays, as appropriate when requested by City:
 - 1. Routes swept
 - 2. Curb miles swept
 - 3. Debris collected in tons and cubic yards for all sweeping services provided

Upon City's request, Contractor shall submit to City daily or weekly reports in a form satisfactory to City. Contractor may submit their daily and weekly reports to the Project Manager by fax, email, or mail.

Exhibit D Equipment Listing

Contractor shall use the following equipment to meet the service requirements of this Agreement.

1. 2010 Tymco 600 Regenerative Air Sweeper
2. 2014 Tymco 600 Regenerative Air Sweeper
3. Mechanical broom sweeper for pick up of heavy sands and debris
4. 2011 Tymco 435 Regenerative Air Sweeper for sweeping parking lots and tight areas.

Contractor shall equip sweepers with Global Positioning System (GPS) tracking that allows for reports showing speed, location and time of sweeping. Contractor shall house, clean and repair sweepers at Contractor's facility at 2400 Eastman Avenue, Oxnard, California.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7659
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 by either party, 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 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 and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). 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. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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 notes of cancellation.**

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. A-7659

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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")			SUBMIT IN DUPLICATE	
			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:		
Telephone:		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 \$ _____ coverage. ☐ Per Occurrence		
TYPE OF INSURANCE		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		
GENERAL LIABILITY		OTHER PROVISIONS		
☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Claims Made Retroactive Date _____ ☐ Occurrence		
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$		
		EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.				
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.				
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.				
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.				
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.				
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:				
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or				
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.				
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD Attn: Risk Manager Reference No. A-7659 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 _____		

Attachment No. 1
Exhibit INS-B
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