

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 25, 2014

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Earth Day 2014
2. SUBJECT: Presentation of Commendation to KNS ROCKSTAR for Its Anti-Bullying Education and Outreach Efforts

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 ITEMSFinance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending February 28, 2014
(Fiscal Year 2013-14). (001)

RECOMMENDATION: Receive Report.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

H. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSL. 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 REPORTSN. 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 SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for February 25, 2014; and Minutes of the Special Meeting of the Oxnard City Council for February 27, 2014. (019)
RECOMMENDATION: Approve.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (025)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
 Legislative Body: CC Contact: Karen Burnham Phone: 385-7430
3. SUBJECT: Award of Contract to Lowest Responsive Bidder and Authorization to Issue and Execute a Contract for PW14-06 -12-inch CIP Water Main Replacement on Rose Avenue Project. (027)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7663) in the amount of \$489,328.25 for the 12-inch CIP Water Main Replacement on Rose Avenue Project located between Gary Drive and E. Channel Islands Boulevard and authorize the purchasing agent to execute the contract upon receipt of final documents.
 Legislative Body: CC Contact: Patricia Friend Phone: 385-7821

Development Services Department

4. SUBJECT: Consent to Assignment and Assumption of RiverPark Development Agreement, Filed by Comstock Homes, 321 12th Street, Manhattan Beach, CA 90266. (069)
RECOMMENDATION: Grant consent to the Assignment and Assumption of Development Agreement by and among Riverpark A, L.L.C., Riverpark B, L.L.C., AGS Land Holdings I, L.P. and elacora Riverpark, LLC and authorize the Mayor, or designee, to take such actions and execute such documents as are necessary to effectuate such consent on behalf of the City.
Legislative Body: CC Contact: Doug Spondello Phone: 385-7858
5. SUBJECT: Agreement with Rincon Consultants, Inc. (115)
RECOMMENDATION: Approve an agreement with Rincon Consultants, Inc. (6528-14-DS) in an amount not to exceed \$400,000 for on-call permit processing and planning services.
Legislative Body: CC Contact: Matthew Winegar Phone: 385-7877

6. SUBJECT: Fund Transfer Agreement with State of California and Budget Appropriation for "Oxnard Corridor Community Transportation Improvement Plan" Project. (135)
RECOMMENDATION: Authorize the City Manager to: 1) Execute the fund transfer agreement with the State of California (A-7664) in the amount of \$250,000; and 2) Appropriate \$277,770 to the Oxnard Corridor Community Transportation Improvement Plan (OCCTIP) project from a \$250,000 state grant and \$27,770 from the Air Pollution Buy-Down fund balance as the local match upon approval of the agreement by the State of California.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Public Works Department

7. SUBJECT: Project Specification PW14-12 Non-Scheduled Repairs to Sewer and Storm Drain Systems. (163)
RECOMMENDATION: Approve project Specification PW14-12 for on-call services for non-scheduled repairs to sewer and storm drain systems within the City, and authorize staff to solicit bids for the project.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839
8. SUBJECT: Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services at Limoneira Farms in Santa Paula. (165)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Agromin (A-7662) in the amount of \$1,336,400 for yard trimmings and wood waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California for a two-year term from March 26, 2014 through March 25, 2016.
Legislative Body: CC Contact: Grant Dunne Phone: 385-7956

T. ADJOURNMENT



INFORMATION ONLY

NO ACTION REQUIRED

DATE: March 13, 2014

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in cursive script that reads "James Cameron".

SUBJECT: **Monthly Budget Status Report for the Period Ending February 28, 2014**
(Fiscal Year 2013-14)

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending February 28, 2014. Because this report includes year-end accruals for Fiscal Year 2012-2013, there are timing issues on offsetting revenues and expenditures.

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

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

**City of Oxnard
Monthly Budget Status Report
For the Period Ending February 28, 2014**

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Economic & Budget Trends

The FY 2013-14 Budget is based on continued moderate economic growth during the fiscal year. The following charts compare actual revenues and expenditures against the budget estimate for eight months of the fiscal year allowing for accruals and against prior year amounts through February. An increase in revenues is a positive trend, while an increase in expenditures is negative.

General Fund Revenues

February Compared to:	Budget	Prior Year
Property Tax	 6%	 4%
Sales Tax	 -1%	 3%
Other	 4%	 18%
Total	 4%	 10%

Compared to the prior year, General Fund revenues are up 10%; however, because much of this increase was built into the budget, on a budget basis, revenues are only up 4%. Sales taxes are lower than budget primarily due to a one-time reallocation to another City by the board of Equalization and timing differences

General Fund Expenditures

February Compared to:	Budget	Prior Year
Public Safety	 -2%	 3%
Culture & Recreation	 1%	 3%
Other	 -8%	 -11%
Total	 -3%	 <1%

General Fund expenditures are higher than the prior year primarily due to salary increases provided for in labor agreements. These increases were included in budgets and expenditures are down overall by 3% due to the lag time in replacing staff that have left the City.

Utility revenues reflect the full year impact of approved rate increases as well as pass through costs in Water for purchased water. Because rate increases were built into the budget, the overall increase in utility revenues on a budget basis is lower than the increase compared to last year. Expenditure increases compared to the prior year include the impact of labor agreements as well as the higher cost of water purchases and increased expenses to address deferred maintenance, particularly in wastewater. On a budget basis, utility expenditures are lower than planned.

Utility Fund Operating Revenues*

February Compared to:	Budget	Prior Year
Water	 13%	 10%
Wastewater	 -9%	 -7%
Environmental Resources	 -1%	 6%
Total	 3%	 5%

Utility Fund Operating Expenditures**

February Compared to:	Budget	Prior Year
Water	 -3%	 3%
Wastewater	 -4%	 10%
Environmental Resources	 -6%	 2%
Total	 -4%	 4%

* Excludes one-time connection fees and interest earnings.

** Excludes capital expenditures and interest expense.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 26,861,000	\$ 26,861,000	\$ 14,792,256 a
Property Tax in-lieu of Vehicle License Fee	14,755,000	14,755,000	7,366,998
Sales Tax	26,751,000	26,751,000	11,034,786 b
Other Taxes and Fees	12,977,000	12,977,000	7,229,694 c
Licenses and Permits	1,967,000	1,967,000	1,549,137
Intergovernmental	12,939,000	12,939,000	8,231,585 c
Charges for Services	8,489,000	8,489,000	5,323,618
Fines and Forfeitures	591,000	591,000	215,821 c
Investment Earnings	103,000	103,000	84,810
Miscellaneous	2,976,000	3,051,000	3,420,190
Total Operating Revenues	\$ 108,409,000	\$ 108,484,000	\$ 59,248,895
Operating Expenditures			
General Government	10,644,903	10,651,803	5,810,084
Public Safety	64,738,295	64,727,295	41,061,660
Transportation	2,343,658	2,343,658	1,572,490
Community Development	8,903,327	8,957,904	5,727,842
Culture and Recreation	15,721,355	15,732,878	10,246,093
Total Operating Expenditures	\$ 102,351,538	\$ 102,413,538	\$ 64,418,169
NET REVENUES FROM OPERATIONS	\$ 6,057,462	\$ 6,070,462	\$ (5,169,274)

Notes:

- a Current year receipts reduced for year-end accrual of \$582,616.
- b Current year receipts reduced for year-end accrual of \$4,568,261 to prior year.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$1,492,657.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ 37,000
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>37,000</u>
Non-operating Uses			
Capital outlay	75,000	176,000	303,527
Transfers out	<u>6,019,462</u>	<u>5,931,462</u>	<u>624,560</u> d
Sub-total Non-operating Uses	<u>6,094,462</u>	<u>6,107,462</u>	<u>928,087</u>
NET NON-OPERATING SOURCES AND USES	\$ (6,057,462)	\$ (6,070,462)	\$ (891,087)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>-</u>	<u>6,060,361</u> e
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 6,060,361
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

- d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.
e Temporary use of fund balance, including Measure O, due to lag in property taxes and accruals.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ 6,111,812 a
Investment Earnings	90,000	90,000	96,468
Other	-	-	37,595
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 6,245,875
Operating Expenditures			
General Government	50,000	111,449	42,533
Public Safety	3,002,642	4,637,700	2,383,038
Transportation	900,000	1,137,568	459,691
Community Development	420,000	420,000	307,251
Culture and Recreation	1,299,000	1,462,250	984,282
Total Operating Expenditures	\$ 5,671,642	\$ 7,768,967	\$ 4,176,795
NET REVENUES FROM OPERATIONS	\$ 5,418,358	\$ 3,321,033	\$ 2,069,080
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Bond Proceeds	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	745,000	11,144,618	947,089
Sub-total Non-operating Uses	745,000	11,144,618	947,089
NET NON-OPERATING SOURCES AND USES	\$ (745,000)	\$ (11,144,618)	\$ (947,089)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	5,662,943	- b
From/(to) Fund Balance	-	4,160,000	-
TOTAL USE OF FUND BALANCE	\$ -	\$ 9,822,943	\$ -
FISCAL YEAR BALANCE	\$ 4,673,358	\$ 1,999,358	\$ 1,121,991

Notes:

a Current year receipts reduced for year-end accrual of \$2,087,400 to prior year.

b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 3,268,385	\$ 11,761,518	\$ 8,609,842
Fines and forfeitures	-	-	31,883
Investment Earnings	-	-	7,681
Miscellaneous	-	97,099	120,145
Total Operating Revenues	\$ 3,268,385	\$ 11,858,617	\$ 8,769,551
Operating Expenditures			
General Government	-	-	-
Public Safety	561,292	7,963,765	3,089,708
Transportation	-	660,313	6,876
Community Development	1,789,998	9,539,263	3,217,063
Culture and Recreation	37,940	452,280	24,376
Total Operating Expenditures	\$ 2,389,230	\$ 18,615,621	\$ 6,338,023
NET REVENUES FROM OPERATIONS	\$ 879,155	\$ (6,757,004)	\$ 2,431,528
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,026,317	14,488,543	1,932,998
Transfers out	-	-	-
Sub-total Non-operating Uses	1,026,317	14,488,543	1,932,998
NET NON-OPERATING SOURCES AND USES	\$ (1,026,317)	\$ (14,488,543)	\$ (1,932,998)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	20,194,554	1,093,347
From/(to) Available Fund Balance	147,162	1,050,993	(1,591,877) a
TOTAL USE OF FUND BALANCE	\$ 147,162	\$ 21,245,547	\$ (498,530)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

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

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 12,000,000	\$ 12,000,000	\$ 6,891,718
Licenses and Permits	804,000	804,000	786,771
Intergovernmental	5,639,816	5,639,816	3,598,109
Growth and Development Fees	2,717,000	2,717,000	2,382,737
Charges for services	110,000	110,000	96,758
Fines and forfeitures	320,000	320,000	83,901
Investment Earnings	311,401	311,401	302,647
Special Assessments	9,133,079	9,133,079	4,384,846
Miscellaneous	1,354,500	1,362,050	1,698,476
Total Operating Revenues	\$ 32,389,796	\$ 32,397,346	\$ 20,225,963
Operating Expenditures			
General Government	253,177	253,177	147,684
Public Safety	20,631,913	20,631,913	12,617,879
Transportation	6,608,532	6,677,352	3,833,908
Community Development	9,400	42,938	66,103
Culture and Recreation	5,124,470	5,124,470	3,407,102
Total Operating Expenditures	\$ 32,627,492	\$ 32,729,850	\$ 20,072,676
NET REVENUES FROM OPERATIONS	\$ (237,696)	\$ (332,504)	\$ 153,287
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,839,750	\$ 6,839,750	\$ - a
Bond Proceeds	-	-	-
Sub-total Non-operating Sources	6,839,750	6,839,750	-
Non-operating Uses			
Interest Expense	3,899,829	3,899,829	887,866
Payment of Principal	4,134,322	4,134,322	996,637
Capital Outlay	1,811,580	19,692,591	2,581,373
Transfers out	1,788,471	1,788,101	- a
Sub-total Non-operating Uses	11,634,202	29,514,843	4,465,876
NET NON-OPERATING SOURCES AND USES	\$ (4,794,452)	\$ (22,675,093)	\$ (4,465,876)

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	16,594,175	2,401,965
Appropriated Fund Balance	-	1,496,345	-
From Available Fund Balance	5,032,148	4,942,077	1,910,624
TOTAL USE OF FUND BALANCE	\$ 5,032,148	\$ 23,032,597	\$ 4,312,589
FISCAL YEAR BALANCE	\$ -	\$ 25,000	\$ -

Notes:

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

**City of Oxnard
Water Funds
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 46,620,000	\$ 46,620,000	\$ 31,335,942
Security/Contamination Prevention Fees	870,000	870,000	196,873
Miscellaneous and Reimbursements	5,000	150,000	4,900
Total Operating Revenues	<u>\$ 47,495,000</u>	<u>\$ 47,640,000</u>	<u>\$ 31,537,715</u>
Operating Expenditures			
Salaries and Wages	5,321,501	5,321,501	2,993,570
Contracts and Services	2,227,546	2,238,546	973,078
Operating Supplies	2,001,650	2,501,650	512,386
Water Acquisition	18,784,000	18,784,000	13,633,760
General and Administrative	4,302,582	4,617,582	2,895,528
Total Operating Expenditures	<u>\$ 32,637,279</u>	<u>\$ 33,463,279</u>	<u>\$ 21,008,322</u>
NET REVENUES FROM OPERATIONS	<u>\$ 14,857,721</u>	<u>\$ 14,176,721</u>	<u>\$ 10,529,393</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	1,794,465 a
Investment Earnings	2,184,000	2,184,000	1,319,858
Connection Fees	1,090,000	1,090,000	1,134,775
Sub-total Non-operating Sources	<u>5,341,900</u>	<u>5,341,900</u>	<u>4,249,098</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	20,325,000	28,803,812	2,517,391
Interest Expense	11,250,259	11,250,259	7,673,940
Transfers Out	-	-	-
Sub-total Non-operating Uses	<u>31,575,259</u>	<u>40,054,071</u>	<u>10,191,331</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ (26,233,359)</u>	<u>\$ (34,712,171)</u>	<u>\$ (5,942,233)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,864,734)	(3,864,734)	(2,035,019)
Designated for Authorized Projects & Encumbrances	-	14,196,564	4,627,960
Use of Bond Principal	-	(5,807,166)	(3,886,930)
From/(To) Capital Reserve	15,240,372	16,010,786	(3,293,171)
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ 11,375,638</u>	<u>\$ 20,535,450</u>	<u>\$ (4,587,160)</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

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

**City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 30,010,000	\$ 30,010,000	\$ 16,401,958
Security/Contamination Prevention Fees	350,000	350,000	-
Miscellaneous and Reimbursements	770,000	770,000	188,729
Total Operating Revenues	\$ 31,130,000	\$ 31,130,000	\$ 16,590,687
Operating Expenditures			
Salaries and Wages	7,035,467	7,035,467	3,984,760
Contracts and Services	5,047,927	5,438,218	3,716,469
Operating Supplies	1,747,500	1,747,500	1,070,525
General and Administrative	3,513,420	3,513,420	2,269,212
Total Operating Expenditures	\$ 17,344,314	\$ 17,734,605	\$ 11,040,966
NET REVENUES FROM OPERATIONS	\$ 13,785,686	\$ 13,395,395	\$ 5,549,721
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	100,000	100,000	78,577
Connection Fees	210,000	210,000	1,216,626
Sub-total Non-operating Sources	310,000	310,000	1,295,203
Non-operating Uses			
Capital Outlay (non-debt financed)	5,400,000	9,586,006	352,534
Interest Expense	6,744,616	7,063,696	3,700,985
Sub-total Non-operating Uses	12,144,616	16,649,702	4,053,519
NET NON-OPERATING SOURCES AND USES	\$ (11,834,616)	\$ (16,339,702)	\$ (2,758,316)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,715,183)	(4,715,183)	(900,248)
Designated for Authorized Projects & Encumbrances	-	4,477,029	153,944
Appropriated Fund Balance	-	418,348	266,724
From/(To) Capital Reserve	2,764,113	2,764,113	(2,311,825)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,951,070)	\$ 2,944,307	\$ (2,791,405)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,970,000	\$ 43,970,000	\$ 25,268,185 a
Security/Contamination Prevention Fees	80,000	80,000	139
Miscellaneous and Reimbursements	270,000	270,000	272,867
Total Operating Revenues	\$ 44,320,000	\$ 44,320,000	\$ 25,541,191
Operating Expenditures			
Salaries and Wages	7,607,149	8,207,126	4,380,723
Operating Supplies	584,400	848,486	393,557
Contracts and Services	26,378,449	23,401,293	14,715,920
General and Administrative	3,846,790	4,164,070	2,765,523
Total Operating Expenditures	\$ 38,416,788	\$ 36,620,975	\$ 22,255,723
NET REVENUES FROM OPERATIONS	\$ 5,903,212	\$ 7,699,025	\$ 3,285,468
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	20,000	20,000	46,078
Connection Fees	60,000	60,000	64,994
Sub-total Non-operating Sources	80,000	80,000	111,072
Non-operating Uses			
Capital Outlay (non-debt financed)	232,000	3,268,899	226,702
Interest Expense	606,126	606,126	423,327
Transfers out	62,097	62,097	37,000 b
Sub-total Non-operating Uses	900,223	3,937,122	687,029
NET NON-OPERATING SOURCES AND USES	\$ (820,223)	\$ (3,857,122)	\$ (575,957)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,685,551)	(3,685,551)	(1,403,162)
Designated for Authorized Projects & Encumbrances	-	11,926	-
Appropriated Fund Balance	-	1,175,426	210,613
From/(To) Capital Reserve	(1,397,438)	(1,343,704)	(1,516,962)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,082,989)	\$ (3,841,903)	\$ (2,709,511)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Current year revenues reduced by FY 2013 accruals.

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

**City of Oxnard
Golf
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,200,000	\$ 4,200,000	\$ 2,984,771
Miscellaneous and Reimbursements	-	-	-
Total Operating Revenues	<u>\$ 4,200,000</u>	<u>\$ 4,200,000</u>	<u>\$ 2,984,771</u>
Operating Expenditures			
Salaries and Wages	60,290	60,290	38,276
Operating Supplies	-	-	-
Contracts and Services	3,585,324	3,585,324	2,791,553
General and Administrative	195,716	195,716	137,801
Total Operating Expenditures	<u>\$ 3,841,330</u>	<u>\$ 3,841,330</u>	<u>\$ 2,967,630</u>
NET REVENUES FROM OPERATIONS	<u>\$ 358,670</u>	<u>\$ 358,670</u>	<u>\$ 17,141</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(13,399)
Sub-total Non-operating Sources	<u>-</u>	<u>-</u>	<u>(13,399)</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	116,200	116,200	58,100
Transfers out	-	-	-
Sub-total Non-operating Uses	<u>196,700</u>	<u>196,700</u>	<u>58,100</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ (196,700)</u>	<u>\$ (196,700)</u>	<u>\$ (71,499)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(972,223)	(972,223)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ (972,223)</u>	<u>\$ (972,223)</u>	<u>\$ -</u>
FISCAL YEAR BALANCE	<u>\$ (810,253)</u>	<u>\$ (810,253)</u>	<u>\$ (54,358)</u>

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 440,000	\$ 440,000	\$ 294,985
Miscellaneous	20,000	20,000	8,900
Total Operating Revenues	\$ 460,000	\$ 460,000	\$ 303,885
Operating Expenditures			
Salaries and Wages	1,071,219	1,071,219	644,074
Operating Supplies	300	300	156
Contracts and Services	252,355	252,355	187,569
General and Administrative	172,511	172,511	122,285
Total Operating Expenditures	\$ 1,496,385	\$ 1,496,385	\$ 954,084
NET REVENUES FROM OPERATIONS	\$ (1,036,385)	\$ (1,036,385)	\$ (650,199)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	603,440 a
Investment Earnings	-	-	(11,235)
Sub-total Non-operating Sources	905,160	905,160	592,205
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 592,205
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	\$ (131,225)	\$ (131,225)	\$ (57,994)

Notes:

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

City of Oxnard
Housing Set-aside Successor Agency Fund
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ 5,114
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	66,113 ^a
Total Operating Revenues	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 71,227</u>
Operating Expenditures			
Salaries and Wages	-	-	104,007
Contracts and Services	-	-	-
General and Administrative	-	-	29,582
Total Operating Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 133,589</u>
NET REVENUES FROM OPERATIONS	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (62,362)</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	<u>-</u>	<u>-</u>	<u>-</u>
Non-operating Uses			
Capital Outlay	-	-	160,300
Transfers out	-	-	-
Sub-total Non-operating Uses	<u>-</u>	<u>-</u>	<u>160,300</u>
NET NON-OPERATING SOURCES AND USES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (160,300)</u>
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	222,662
TOTAL USE OF FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 222,662</u>
FISCAL YEAR BALANCE	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Notes:

a Housing set-aside deposit.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ - a
Rental Income	-	-	32,012
Miscellaneous and Reimbursements	-	-	33,756
Total Operating Revenues	\$ -	\$ -	\$ 65,768
Operating Expenditures			
Salaries and Wages	-	-	323,741
Contracts and Services	-	-	150,857
General and Administrative	250,000	250,000	270,928
Total Operating Expenditures	\$ 250,000	\$ 250,000	\$ 745,526
NET REVENUES FROM OPERATIONS	\$ (250,000)	\$ (250,000)	\$ (679,758)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	80,749
Sub-total Non-operating Sources	-	-	80,749
Non-operating Uses			
Capital Outlay	-	-	-
Interest Expense	-	-	1,929,896
Project Costs	8,141,632	8,141,632	1,457,054 b
Transfers out	-	-	-
Sub-total Non-operating Uses	8,141,632	8,141,632	3,386,950
NET NON-OPERATING SOURCES AND USES	\$ (8,141,632)	\$ (8,141,632)	\$ (3,306,201)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	(1,460,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	8,391,632	8,391,632	5,445,959 c
TOTAL USE OF FUND BALANCE	\$ 8,391,632	\$ 8,391,632	\$ 3,985,959
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended February 28, 2014
(Unaudited)

Notes:

- a Revenues from the County for expenditures approved in the Recognized Obligation Payment Schedule for January 2014 to June 2014 (not yet approved by California Department of Finance).
- b Amounts approved by the California Department of Finance for the period of July 2013 to December 2013
- c Revenues were received from the County in June 2013 for expenditures approved in the Recognized Obligation Payment Schedule for July 2013 to December 2013.

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
February 25, 2014

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**C. CLOSED SESSION**

At 5:04 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4) based on existing facts and circumstances, to decide whether to litigate in 7 potential cases, pursuant to Government Code section 54956.9(d)(4).

At 6:04 p.m., the City Council reconvened and recessed to the evening session. The Interim City Attorney announced directions of the Council (Ayes: Flynn, Ramirez, Padilla and Perello. Noes: MacDonald).

D. OPENING CEREMONIES

At 6:05 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States by members of the Oxnard Soroptimist Club, followed by a moment of silence for Roger Pariseau. Mayor Flynn presided. Additional staff members present were: Rob Roshanian, Interim Public Works Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Scott Herbert, Police Commander; Anthony Emmert, Water Resources Manager; Michael Henderson, General Services Manager; Todd Housley, Environmental Resources Manager; Cynthia Daniels, Project Manager; Michael More, Financial Resources Manager; and Martin Meyer, Police Commander.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Presentation of Proclamation Designating March 6, 2014 as "Soroptimist STOP Human Trafficking and Sexual Slavery Awareness Day".

ACTION: Mayor Flynn presented a proclamation to Debbie Gohlke, Christy Franco, Barbara Rodriguez, Dale Belcher, Sylvia Paniaqua and Karen Balenado of the Oxnard Soroptimist Club for their work against Human Trafficking including awareness sessions.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Marcus Webster; George Pero; Miguel Espinosa; Saul Medina; Maria Valerio (Rogelio de Jesus, Rosa Ortiz, Alicia de Jesus); Jerry Lucino; Joe Avelar; Woodrow Thomas; Jim Hensley; Armando Vazquez; George Miller; Juan Delgado; Pat Brown; and Abel Magana.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSFinance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending January 31, 2014 (Fiscal Year 2013-14). (001)
RECOMMENDATION: Receive Report.
DISCUSSION: The Chief Financial Officer reviewed Measure O funding items and budget process of "carry-over" of budget items.
ACTION: Receive report.

H. INFORMATION/CONSENT PUBLIC HEARINGSI. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSPublic Works Department

1. SUBJECT: Water Supply Outlook & Drought Response. (021)
RECOMMENDATION: 1) Receive a report on the City's water supply outlook and water conservation programs that are available to City water customers; and 2) Adopt **Resolution No. 14,457** recognizing the statewide water supply shortage and urging water customers to reduce water usage by twenty percent.
DISCUSSION: The Water Resources Manager outlined the projected water supply shortage, several water reduction programs and water reduction goals including adopting a voluntarily conservation program. The General Services Manager reviewed the watering of parks/public properties and reduction of water use.

Public comments were received from: Jim Hensley and Larry Stein.

The Council discussed: watering of City property; water policies to reduce water use; GREAT Program update; use of native plants and "grey" water use.

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

L. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager updated the Council on the post-transition of the MFR.
ACTION: Receive report.

The Interim City Manager commented on the efforts of the Police Department to work with the public to help solve crimes in the community and information regarding the "crime reward" program. She also commented on the recommendation to move Multi-Cultural Festival site and that "Zero Waste" Program information would be aired on the government channel.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTSCity Manager Department

3. SUBJECT: Appointments to the Youth Commission. (031)
RECOMMENDATION: That the Mayor, with the approval of the City Council, appoint 21 members of the Youth Commission from the following categories: 1) Fifteen members between the ages of thirteen and nineteen years old; 2) Four members between the ages of eighteen and twenty-five years old; and 3) Two members from the City Council.
DISCUSSION: The Deputy City Manager (Hoffman) reviewed the appointment process and explained the selection process of non-represented schools.
ACTION: Approved the appointment of all applicants including Councilmembers Ramirez and Padilla. (Padilla/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Kris Rockstar (S-3); Jess Gutierrez (S-3); Tim Frye (S-3); Gee Gee Ontiveros (S-3); Jessica Kimble (S-3); and Daria Wells (S-3). The Development Services Director reviewed the procedure of accepting applications (S-3).

S. INFORMATION/CONSENT AGENDADevelopment Services Department

3. SUBJECT: Authorization to Disburse and Appropriate Public Art Funds. (071)
RECOMMENDATION: 1) Authorize the Cultural Arts Committee to disburse Public Art funds in the amount of \$25,000 for the purpose of providing additional funding to various cultural arts organizations, programs, and artists for the 2013-14 Grant program; and 2) Approve a one-time appropriation in the amount of \$25,000 from fund balance of the Public Art Fund.
DISCUSSION: The Council discussed the selection process and use of funding.
ACTION: Approved as recommended. (Perello/MacDonald) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Appointment of Education Committee Representative(s) - (Mayor Flynn).
DISCUSSION: The Council discussed the creation of the Education Committee, educational community goals and guidelines/focus of the committee

Public comments provided by: Steve Nash.

ACTION: Continue to future meeting.

City Clerk Department

2. SUBJECT: Appointment of Citizen Advisory Groups. (025)
RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Three members to the Commission on Homelessness; (b) One member to the Senior Services Commission; and 2) That the City Council appoint: (a) One member to the Planning Commission; and (b) Two members to the Community Relations Commission.

ACTION: Appointment of: Manuel Altobano, Felipe Flores and Jacob Jundef to the Commission on Homelessness (Ramirez/Perello 5-0); Donald Thibeault to Senior Services Commission (Ramirez/Perello 5-0); Deirdre Frank to the Planning Commission after polling all Councilmembers; and appointing Mario Quintana and George Sorkin to the Community Relations Commission after polling of Councilmembers.

Human Resource Department

4. SUBJECT: Selection of Executive Recruiter for City Attorney Recruitment. (035)
RECOMMENDATION: Select an executive recruiter for the City Attorney recruitment.
DISCUSSION: The Human Resources Director provided information to the council regarding the selection process.
ACTION: Moved the selection of Alliance Consultants (Ramirez/MacDonald) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

N. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Project Manager and Development Services Director (S-1(a)); Police Commander (S-1(a)); Deputy City Manager (Ericson) (S-2); Interim City Manager (S-4); Interim Public Works Director and Financial Resources Manager (S-5).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Tim Blaylock, Boys and Girls Club (S-2) and Steve Nash (S-5).

S. INFORMATION/CONSENT AGENDACity Manager Department

1. SUBJECT: Agreements for City Council Review. (063)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
2. SUBJECT: Transportation Development Act (TDA) Local Transportation Fund (LTF) Allocations for FY 2013/14. (067)
RECOMMENDATION: 1) Adopt **Resolution No. 14,458** approving the submittal of a claim with the Ventura County Transportation Commission (VCTC) for allocation of TDA funds as follows: (a) Gold Coast Transit (GCT) to receive \$5,578,844 of the City's Article 4 LTF allocation for FY 2012/13 to support and develop the public transportation system in Ventura County; (b) The City's transit services program to receive \$700,000 of Article 8c LTF funding for its transit operations Program; and (c) Use of \$1,754,797 from the City's LTF balance to be utilized for streets and roads purposes (Article 8a); and 2) Authorize the City Manager to make the necessary budget allocations consistent with the resolution.

Finance Department

4. SUBJECT: Lease Amendment for Boys & Girls Club. (073)
RECOMMENDATION: Approve a First Amendment to the original Ground Lease Agreement, dated August 11, 1998, with the Boys & Girls Club of Oxnard (A-7649), for the purpose of permitting a pre-school center to be operated within the club facility.
5. SUBJECT: Cancellation of Special Tax Lien and Dissolution of Community Facilities District No. 88-1. (117)
RECOMMENDATION: Acting as the legislative body of Community Facilities District No. 88-1 (Oxnard Town Center) ("CFD 88-1") approve the first reading by title only and subsequent adoption of an ordinance dissolving CFD 88-1 and dissolving all associated liens thereof.

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

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: traffic improvements; establishment of California Museum of Arts in Thousand Oaks; the New West Symphony; the Zero Waste Program; proposed moving of the Multi-Cultural Festival; Life Guard program and "J" Street Drain improvements.

T. ADJOURNMENT

At 10:51 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Special Meeting

February 27, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Wednesday at the City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Stephen Fischer, Interim City Attorney and Michelle Tellez, Human Resources Director.

B. PUBLIC COMMENT

Public comments were received from Ken Robinson; Jean Joneson; Robert Franks; Edward Castillo; George Miller; Steve Nash and Rebecca Ralph. The Interim City Attorney discussed legal requirements of describing closed session items.

C. CLOSED SESSION

At 4:55 p.m., the City Council to a closed session, pursuant to Government Code section 54957(b)(1) to consider appointment and employment for the position of City Manager.

At 6:01 p.m., Mayor Flynn announced directions had been provided by Council.

D. ADJOURNMENT

At 6:02 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor



Meeting Date: 03/25/2014

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. 5-2

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 03/25/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Change Order	DS Traffic	Citywide Intelligent Transportation System Master Plan-Project DS12-01 -JTS Sys.	\$90,956
	Soher Abdelmalik	Agreement No. A-7475	Change Order #10 is to purchase excess fiber optic cable from the Phase I sub-contractor for use in Phase II of the ITS System Project. Phase II (Oxnard Blvd.) is in the design phase and will be bid as a separate project.	
	385-7873	Change Order 10	Total Contract Amount: \$3,738,777	
			FundingSource: Measure "Q"	



Meeting Date: 03 / 25 / 14

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

Prepared By: Patricia Friend

Agenda Item No. 5-3

Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *[Signature]* Other _____

DATE: March 5, 2014

TO: City Council

FROM: Michael Henderson, General Services Superintendent/Purchasing Agent
City Manager Department *[Signature]***SUBJECT: Approval of Lowest Responsible Responsive Bid and Permission to Issue and Execute a Contract (A-7663) for PW14-06 -12-inch CIP Water Main Replacement on Rose Avenue Project****RECOMMENDATION**

That City Council award contract A-7663 to the lowest responsible and responsive bidder, Toro Enterprises, Inc. in the amount of \$489,328.25 for the 12-inch CIP Water Main Replacement on Rose Avenue Project located between Gary Drive and E. Channel Islands Boulevard and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION

Approval of the specifications for this project and permission to conduct a public bid process was obtained from the Council on November 19, 2013. This project was first advertised on January 24, 2014 and the public bid process started on January 27, 2014. The due date for bids was February 26, 2014 and the City received eight bids. A public bid opening was conducted and bids ranged from a low of \$489,328.25 to a high of \$780,864.50.

Following procurement staff review of all documentation received, required licenses, Occupational Safety & Health Administration web site, and records of debarment, the most responsible and responsive low bidder is determined to be Toro Enterprises, Inc.

FINANCIAL IMPACT

Sufficient funding is available in the Water Main Rose & Raider Project No. 146006 to fund this contract.

MH/pf

- Attachment #1 – Tabulation of Bids
#2 - Project Cost Estimate
#3 - Bid Package –Toro
#4 - OSHA Report

Approval o Lowest Responsible Responsive Bid and Permission to Issue and
Execute a Contract (A-7663) for PW14-06 – 12 inch CIP Water Main Replacement
On Rose Avenue Project

March 5, 2014

Page 2

- #5 - Subcontractors
- #6 - References
- #7 - License Status
- #8 - Certificate of Publication- Public Notice
- #9 - Staff Report-Council Approval to Bid

PW14-06-12-Inch CIP Water Main Replacement on Rose Ave.

Owner: City of Oxnard

Bid Opening: 02/26/14

		* marks an allowance		Toro Enterprises, Inc.		Granite Construction		V. LOPEZ JR. & SON'S	
				2101 E Ventura Blvd Oxnard, CA 93036 US Bidder Status: Under Review		5335 Debbie Lane Santa Barbara, CA 93111 UY Bidder Status: Under Review		200 E FESLER ST #101 SANTA MARIA, CA US Bidder Status: Under Review	
				Comment: Apparent Low					
				#1		#2		#3	
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price
1	1101-2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$12,500.00	\$12,500.00	\$13,976.00	\$13,976.00	\$43,773.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$18,500.00	\$18,500.00	\$15,000.00	\$15,000.00	\$5,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLANS	1	LS	\$3,660.00	\$3,660.00	\$1,800.00	\$1,800.00	\$2,000.00
4	1110-3	RECONSTRUCTION- COLD MILL AC PAVEMENT -2-IN. MAX.	2955	SY	\$3.15	\$9,308.25	\$4.40	\$13,002.00	\$7.45
5	1120-4	UNCLASSIFIED EXCAVATION	170	CY	\$70.00	\$11,900.00	\$90.00	\$15,300.00	\$78.25
6	1130-4	CLASS2 AGGREGATE BASE	30	TN	\$65.00	\$1,950.00	\$40.00	\$1,200.00	\$38.20
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-C2 PG 64-10	450	TN	\$102.00	\$45,900.00	\$115.00	\$51,750.00	\$104.50
8	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64-10	290	TN	\$104.00	\$30,160.00	\$130.00	\$37,700.00	\$102.00
9	1174-6	INSTALL PCC CURB A1-6	20	LF	\$100.00	\$2,000.00	\$60.00	\$1,200.00	\$75.00
10	1904-2	INSTALL COLORED STAMPED CONCRETE AT MEDIAN	40	SF	\$50.00	\$2,000.00	\$50.00	\$2,000.00	\$50.00
11	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	1	EA	\$560.00	\$560.00	\$310.00	\$310.00	\$1,500.00
12	1520-3	INSTALL TRAFFIC LOOP DETECTORS	8	EA	\$426.00	\$3,408.00	\$525.00	\$4,200.00	\$3,424.00
13	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING -T	4	EA	\$101.00	\$404.00	\$120.00	\$480.00	\$91.00
14	1515-3	INSTALL BIKE LANE SYMBOL WITH ARROW PAVEMENT MARKING -T	1	EA	\$128.00	\$128.00	\$150.00	\$150.00	\$134.00
15	1515-3	INSTALL 12-IN. SOLID WHITE -T	80	LF	\$5.45	\$436.00	\$6.30	\$504.00	\$4.30
16	1515-3	INSTALL 12-IN. SOLID YELLOW -T	80	LF	\$5.45	\$436.00	\$6.30	\$504.00	\$4.30

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Item #	Item Code	Item Description	Quantity	Unit of Measure	Toro Enterprises, Inc.		Granite Construction		V. LOPEZ JR. & SON'S	
17	1515-3	INSTALL DETAIL 9-T	1940	LF	\$1.05	\$2,037.00	\$1.25	\$2,425.00	\$0.54	\$1,047.60
18	1515-3	INSTALL DETAIL 38-T	750	LF	\$2.10	\$1,575.00	\$2.50	\$1,875.00	\$1.60	\$1,200.00
19	1515-3	INSTALL DETAIL 39-T	50	LF	\$1.90	\$95.00	\$2.25	\$112.50	\$3.25	\$162.50
20	1407-3	WATER IMPROVEMENTS-INSTALL 12-IN. PVC CLASS 150	2000	LF	\$119.50	\$239,000.00	\$105.00	\$210,000.00	\$100.00	\$200,000.00
21	1407-3	INSTALL 8-IN. PVC CLASS 150	200	LF	\$66.50	\$13,300.00	\$150.00	\$30,000.00	\$101.00	\$20,200.00
22	1407-3	INSTALL 6-IN. PVC CLASS 150	160	LF	\$59.00	\$9,440.00	\$130.00	\$20,800.00	\$114.00	\$18,240.00
23	1407-3	INSTALL 8-IN. PVC CLASS 1200	40	LF	\$74.00	\$2,960.00	\$90.00	\$3,600.00	\$185.00	\$7,400.00
24	1408-3	ABANDON-IN-PLACE EXISTING 12-IN. CIP	1270	LF	\$10.30	\$13,081.00	\$9.00	\$11,430.00	\$18.00	\$22,860.00
25	1409-3	INSTALL 12-IN. RS GATE VALVE	5	EA	\$2,320.00	\$11,600.00	\$3,100.00	\$15,500.00	\$2,801.00	\$14,005.00
26	1409-3	INSTALL 8-IN. RS GATE VALVE	5	EA	\$1,490.00	\$7,450.00	\$1,800.00	\$9,000.00	\$1,905.00	\$9,525.00
27	1409-3	INSTALL 6-IN RS GATE VALVE	5	EA	\$1,190.00	\$5,950.00	\$1,400.00	\$7,000.00	\$1,681.00	\$8,405.00
28	1410-3	RECONNECT FIRE HYDRANT	3	EA	\$1,225.00	\$3,675.00	\$2,500.00	\$7,500.00	\$2,493.00	\$7,479.00
29	1410-3	INSTALL FIRE HYDRANT	1	EA	\$6,715.00	\$6,715.00	\$9,700.00	\$9,700.00	\$11,227.00	\$11,227.00
30	1411-3	WATER SERVICES REPLACE-UP TO 2-IN.	4	EA	\$2,540.00	\$10,160.00	\$3,000.00	\$12,000.00	\$2,814.00	\$11,256.00
31	1412-3	TEMPORARY WATER SERVICES REPLACE-UP TO 2-IN.	2	EA	\$1,020.00	\$2,040.00	\$700.00	\$1,400.00	\$3,085.00	\$6,170.00
32	1901-3	DEWATERING	1	LS	\$3,200.00	\$3,200.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00
33	1902-3	TRENCH SAFETY	1	LS	\$2,800.00	\$2,800.00	\$7,500.00	\$7,500.00	\$500.00	\$500.00
34	1903-4	TRENCH STABILIZATION	50	TN	\$60.00	\$3,000.00	\$50.00	\$2,500.00	\$100.00	\$5,000.00
35	1192-3	MISC. WORK & EXISTING FACILITIES	1	LS	\$8,000.00	\$8,000.00	\$25.00	\$25.00	\$1,500.00	\$1,500.00
Bid List Total						\$489,328.25		\$512,943.50		\$501,076.05
Total Bid Amount - VERIFIED						\$489,328.25		\$512,943.50		\$520,128.35

PW14-06- 12-inch CIP Water Main Replacement-Rose Ave.			
Listed Subs	Toro Enterprises, Inc. Benner & Carpenter 506 E Main St Santa Paula, 93060	Granite Construction Chrip Company 2280 South Lilac Ave Bloomington, CA 92316	V. LOPEZ JR. & SON'S INC. B C Rincon Construction 67 E La Loma Avenue Somis, CA 93066
	Chrip Company 2280 South Lilac Ave Bloomington, CA 92316	Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003	Interstate Striping & 1496 E Avenida De Los Thousand Oaks, CA 91360
	Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003		Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003

PW14-06- 12-inch CIP Water Main Replacement -Rose Ave.

PW14-06- 12-inch CIP Water Main Replacement -Rose Ave.					Tierra Contracting, Inc.			Cedro Construction, Inc.			Blois Construction, Inc.		
					5494 Overpass Rd Santa Barbara, CA 93111 US Bidder Status: Under Review			120 E Santa Maria St Santa Paula, CA 93060 US Bidder Status: Under Review			3201 Sturgis Road Oxnard, CA 93030 US Bidder Status: Under Review		
					Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total
1	1101-2	MOBILIZATION AND DEMOBILIZATION	1	LS		\$25,000.00	\$25,000.00	\$14,519.34		\$22,068.00	\$22,068.00		
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS		\$10,000.00	\$10,000.00	\$26,155.65		\$25,738.00	\$25,738.00		
3	1800-3	STORM WATER POLLUTION PREVENTION PLANS	1	LS		\$1,000.00	\$1,000.00	\$1,457.33		\$5,788.00	\$5,788.00		
4	1110-3	RECONSTRUCTION- COLD MILL AC PAVEMENT -2- IN. MAX.	2955	SY		\$7.80	\$23,049.00	\$8.05		\$23,787.75	\$5.50	\$16,252.50	
5	1120-4	UNCLASSIFIED EXCAVATION	170	CY		\$110.00	\$18,700.00	\$448.85		\$76,304.50	\$178.00	\$30,260.00	
6	1130-4	CLASS2 AGGREGATE BASE	30	TN		\$25.00	\$750.00	\$188.52		\$5,655.60	\$67.00	\$2,010.00	
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-C2 PG 64-10	450	TN		\$145.00	\$65,250.00	\$158.69		\$71,410.50	\$202.00	\$90,900.00	
8	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64-10	290	TN		\$143.00	\$41,470.00	\$128.98		\$37,404.20	\$210.00	\$60,900.00	
9	1174-6	INSTALL PCC CURB A1-6	20	LF		\$55.00	\$1,100.00	\$66.89		\$1,337.80	\$134.00	\$2,680.00	
10	1904-2	INSTALL COLORED STAMPED CONCRETE AT MEDIAN	40	SF		\$52.00	\$2,080.00	\$40.48		\$1,619.20	\$82.00	\$3,280.00	
11	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	1	EA		\$1,900.00	\$1,900.00	\$2,068.09		\$2,068.09	\$1,194.00	\$1,194.00	
12	1520-3	INSTALL TRAFFIC LOOP DETECTORS	8	EA		\$400.00	\$3,200.00	\$431.80		\$3,454.40	\$633.00	\$5,064.00	
13	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING - T	4	EA		\$85.00	\$340.00	\$91.76		\$367.04	\$99.00	\$396.00	
14	1515-3	INSTALL BIKE LANE SYMBOL WITH ARROW PAVEMENT MARKING -T	1	EA		\$125.00	\$125.00	\$134.94		\$134.94	\$145.00	\$145.00	
15	1515-3	INSTALL 12-IN. SOLID WHITE -T	80	LF		\$4.00	\$320.00	\$4.32		\$345.60	\$5.00	\$400.00	
16	1515-3	INSTALL 12-IN. SOLID YELLOW -T	80	LF		\$4.00	\$320.00	\$4.32		\$345.60	\$5.00	\$400.00	

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PW14-06- 12-inch CIP Water Main Replacement-Rose Ave.	SUB LISTED	Tierra Contracting, Inc. Benner & Carpenter 506 E Main St Santa Paula, 93060 Berry General 350 W Lewis St Ventura, CA 93001 Interstate Striping & 1496 E Avenida De Los Thousand Oaks, CA 91360 Taft Electric Seat #2 1694 Eastman Ave Ventura, CA 93003	Cedro Construction, Inc. Case Land Surveying, Inc. 614 N Eckhoff Street Orange, CA 92868 Interstate Striping & Signs, 1496 E Avenida De Los Thousand Oaks, CA 91360 Quality Paving 1516 Lirio Ventura, CA 93004	Blois Construction, Inc. All American Asphalt 400 E 6th St Corona, CA 92878
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PW14-06- 12-inch CIP Water Main Replacement -Rose Ave.

Travis Agricultural
10435 Telegraph Road
Ventura, CA 93007
US
Bidder Status: Under Review

Sam Hill and Sons Inc
2627 Beene Road
Ventura, CA 93003
US
Bidder Status: Under Review

Item #	Item Code	Item Description	Quantity	Unit of Measure	#7			#8		
					Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	1101-2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$31,541.00	\$31,541.00	\$21,170.00	\$21,170.00		
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$21,988.00	\$21,988.00	\$30,980.00	\$30,980.00		
3	1800-3	STORM WATER POLLUTION PREVENTION PLANS	1	LS	\$22,973.00	\$22,973.00	\$10,110.00	\$10,110.00		
4	1110-3	RECONSTRUCTION- COLD MILL AC PAVEMENT -2-IN. MAX.	2955	SY	\$9.28	\$27,422.40	\$10.60	\$31,323.00		
5	1120-4	UNCLASSIFIED EXCAVATION	170	CY	\$105.25	\$17,892.50	\$127.00	\$21,590.00		
6	1130-4	CLASS2 AGGREGATE BASE	30	TN	\$57.07	\$1,712.10	\$27.00	\$810.00		
7	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-C2 PG 64-10	450	TN	\$122.89	\$55,300.50	\$187.00	\$84,150.00		
8	1150-10	ASPHALT CONCRETE, TYPE III -DGAC-B2 PG 64-10	290	TN	\$124.34	\$36,058.60	\$167.00	\$48,430.00		
9	1174-6	INSTALL PCC CURB A1-6	20	LF	\$248.45	\$4,969.00	\$66.00	\$1,320.00		
10	1904-2	INSTALL COLORED STAMPED CONCRETE AT MEDIAN	40	SF	\$139.10	\$5,564.00	\$64.00	\$2,560.00		
11	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	1	EA	\$2,454.00	\$2,454.00	\$1,277.00	\$1,277.00		
12	1520-3	INSTALL TRAFFIC LOOP DETECTORS	8	EA	\$914.38	\$7,315.04	\$499.00	\$3,992.00		
13	1515-3	INSTALL TYPE IV ARROW PAVEMENT MARKING -T	4	EA	\$215.25	\$861.00	\$94.00	\$376.00		
14	1515-3	INSTALL BIKE LANE SYMBOL WITH ARROW PAVEMENT MARKING -T	1	EA	\$654.00	\$654.00	\$156.00	\$156.00		
15	1515-3	INSTALL 12-IN. SOLID WHITE -T	80	LF	\$11.03	\$882.40	\$5.00	\$400.00		
16	1515-3	INSTALL 12-IN. SOLID YELLOW -T	80	LF	\$11.03	\$882.40	\$5.00	\$400.00		

Item #	Item Code	Item Description	Quantity	Unit of Measure	Travis Agricultural	Sam Hill and Sons Inc
17	1515-3	INSTALL DETAIL 9-T	1940	LF	\$1.14	\$2,211.60
18	1515-3	INSTALL DETAIL 38-T	750	LF	\$2.44	\$1,830.00
19	1515-3	INSTALL DETAIL 39-T	50	LF	\$11.32	\$566.00
20	1407-3	WATER IMPROVEMENTS-INSTALL 12-IN. PVC CLASS 150	2000	LF	\$130.13	\$260,260.00
21	1407-3	INSTALL 8-IN. PVC CLASS 150	200	LF	\$172.10	\$34,420.00
22	1407-3	INSTALL 6-IN. PVC CLASS 150	160	LF	\$139.82	\$22,371.20
23	1407-3	INSTALL 8-IN. PVC CLASS 1200	40	LF	\$97.02	\$3,880.80
24	1408-3	ABANDON-IN-PLACE EXISTING 12-IN. CIP	1270	LF	\$21.35	\$27,114.50
25	1409-3	INSTALL 12-IN. RS GATE VALVE	5	EA	\$2,454.00	\$12,270.00
26	1409-3	INSTALL 8-IN. RS GATE VALVE	5	EA	\$1,499.00	\$7,495.00
27	1409-3	INSTALL 6-IN RS GATE VALVE	5	EA	\$1,597.00	\$7,985.00
28	1410-3	RECONNECT FIRE HYDRANT	3	EA	\$1,030.66	\$3,091.98
29	1410-3	INSTALL FIRE HYDRANT	1	EA	\$8,805.00	\$8,805.00
30	1411-3	WATER SERVICES REPLACE-UP TO 2-IN.	4	EA	\$4,036.00	\$16,144.00
31	1412-3	TEMPORARY WATER SERVICES REPLACE-UP TO 2-IN.	2	EA	\$10,191.50	\$20,383.00
32	1901-3	DEWATERING	1	LS	\$30,634.00	\$3,290.00
33	1902-3	TRENCH SAFETY	1	LS	\$31,375.00	\$9,792.00
34	1903-4	TRENCH STABILIZATION	50	TN	\$230.14	\$11,507.00
35	1192-3	MISC. WORK & EXISTING FACILITIES	1	LS	\$5,313.00	\$6,832.00
				TOTAL- VERIFIED	\$746,127.02	\$780,864.50

PW14-06- 12-inch CIP Water Main Replacement-Rose Ave.	SUB LISTED	Travis Agricultural Construction	Sam Hill and Sons Inc Berry General 350 W Lewis St Ventura, CA 93001 B C Rincon Construction 67 E La Loma Avenue Somis, CA 93066 Benner & Carpenter 506 E Main St Santa Paula, 93060 E.P. Construction PO Box 4699 Ventura, CA 93007 Pro Pacific Sweep PO Box 604 Somis, CA 93066 Rain for Rent 333 So 12th St Santa Paula, CA 93030 Super Seal & Stripe P O Box 755 310 A Street Fillmore, CA 93016 Total Barricade 2550 E Vineyard Ave Oxnard, CA 93030 Traffic Loops 946 S Emerald Street Anaheim, CA 92804 Ventura Concrete P O Box 204 Oak View, CA 93022
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CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE

Project Title: 12-inch CIP Water Main Replacement on Rose Ave.

Specification No: PW14-06

Account No: 601-6510-821-8605

Project No. 146006

Project Manager: Raymond Williams

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)			
1. Preliminary Feasibility			
2. Design or Construction			
3. Specification/Cost Estimate			
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis			
3. Inspection			
4. Testing			
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)			
<i>Total External Services</i>			
II. INTERNAL SERVICES			
A. Design Engineering (8451)			
B. Inspection (8451)			
C. Survey (8451)			
D. Contract Administration (8451)			
E. Contract Procurement (8451)*	5,000.00	5,000	5,000
<i>Total Internal Services</i>	5,000.00	\$ 5,000	\$ 5,000
III. CONSTRUCTION/ACQUISITION			
<i>Funding for items in this section must be in place before contract is awarded</i>			
A. Land, Easements and Rights-of-Way (8601)			
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New			
8605-Major Repair		489,328	
D. Machinery/Equipment (8606/8607)			
<i>Total Construction/Acquisition</i>		\$ 489,328	
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)			
B. CIP Indirect Cost (2% of total project costs)			
<i>Total Other Costs</i>			
Project Total	5,000.00	\$ 494,328	\$ 5,000
Total Appropriation			
Less: Encumbrances & Expenditures			
Balance Available			
*NOTICE Approval of this estimate authorizes the transfer of the amount shown in Item II-E from the project listed above to General Services Contract Procurement Account No. 101-5751-553-7345, when bld solicitation services begin.			
Prepared by:			
Date:			
Approved by:			
Date:			

ATTACHMENT 2
PAGE 1 OF 1

CITY OF OXNARD
SPECIFICATION NUMBER PW14-06

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: - PW14-06- 12-inch CIP Water Main Replacement on Rose Ave. (from Gary Drive to Channel Islands Blvd.)

BRIEF DESCRIPTION OF PROJECT: 12-inch CIP Water Main Replacement on Rose Ave. from Gary Drive to Channel Islands Blvd. consists of the abandonment of old 12-inch CIP water and installation of 12-inch PVC waterline and mill and fill of existing AC along the pipeline trench. Work includes removal and replacement of existing AC at intersection of Rose Ave. & Raiders Way and reconstruction of a portion of the median.

Specification Number PW14-06 includes 14 pages of bid documents. Drawing No. 13-22A includes 3 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 45 calendar days. Liquidated damages will be assessed at \$3,000.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID

Name Toro Enterprises, Inc.
Physical Address 2101 E. Ventura Blvd. Oxnard, CA 93036
Mailing Address P.O. Box 6285
City Oxnard State CA Zip Code 93031
Telephone No. (805) 483-4515 Fax No. (805) 483-2001

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 1 OF 8

CITY OF OXNARD
SPECIFICATION NUMBER PW14-06

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; unclassified excavation; cold mill AC pavement (2"max); class 2 aggregate base; install PCC Curb A1-6; install colored stamped concrete @ median; remove & replace asphalt concrete Type III C2 & B2; adjust manhole cover to finished grade; install traffic loop detectors; install traffic pavement markings & stripings; install 12-inch, 8-inch, & 6-inch PVC C-900 Class 150 pipe; abandon-in-place existing 12-inch CIP; install 12-inch, 8-inch, & 6-inch RS gate valves; reconnect fire hydrant; install fire hydrant; temporary water services up to 2 inches; water services replaced up to 2 inches; overexcavation/special bedding; trench safety; dewatering; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3
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CITY OF OXNARD
SPECIFICATION NUMBER PW14-06

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Toro Enterprises, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1101-2	LS	1	12,500.00	\$12,500.00
2	Traffic Control and Public Convenience & Safety	1505-3	LS	1	18,500.00	18,500.00
3	Storm Water Pollution Prevention Plans	1800-3	LS	1	3,660.00	3,660.00
	RECONSTRUCTION					
4	Cold Mill AC Pavement (2-in. max)	1110-3	SY	2,955	3.15	9,308.25
5	Unclassified Excavation	1120-4	CY	170	70.00	11,900.00
6	Class 2 Aggregate Base	1130-4	TON	30	65.00	1,950.00
7	Asphalt Concrete, Type III (DGAC-C2 PG 64-10)	1150-10	TON	450	102.00	45,900.00
8	Asphalt Concrete, Type III (DGAC-B2 PG 64-10)	1150-10	TON	290	104.00	30,160.00
9	Install PCC Curb (A1-6)	1174-6	LF	20	100.00	2,000.00
10	Install Colored Stamped Concrete @ Median	1904-2	SF	40	50.00	2,000.00
11	Adjust Manhole Cover to Finished Grade	1185-3	EA	1	560.00	560.00
12	Install Traffic Loop Detectors	1520-3	EA	8	426.00	3,408.00
13	Install Type IV Arrow Pavement Marking (T)	1515-3	EA	4	101.00	404.00
14	Install Bike Lane Symbol with Arrow Pavement Marking (T)	1515-3	EA	1	128.00	128.00
15	Install 12-in. Solid White (T)	1515-3	LF	80	5.45	436.00
16	Install 12-in Solid Yellow (T)	1515-3	LF	80	5.45	436.00
17	Install Detail 9 (T)	1515-3	LF	1,940	1.05	2,037.00
18	Install Detail 38 (T)	1515-3	LF	750	2.10	1,575.00
19	Install Detail 39 (T)	1515-3	LF	50	1.90	95.00
	WATER IMPROVEMENTS					
20	Install 12-in PVC Class 150	1407-3	LF	2,000	119.50	239,000.00
21	Install 8-in PVC Class 150	1407-3	LF	200	66.50	13,300.00
22	Install 6-in PVC Class 150	1407-3	LF	160	59.00	9,440.00
23	Install 8-in PVC Class 1200	1407-3	LF	40	74.00	2,960.00
24	Abandon-In-Place Existing 12-in CIP	1408-3	LF	1,270	10.30	13,081.00
25	Install 12-in RS Gate Valve	1409-3	EA	5	2,320.00	11,600.00
26	Install 8-in RS Gate Valve	1409-3	EA	5	1,490.00	7,450.00
27	Install 6-in RS Gate Valve	1409-3	EA	5	1,190.00	5,950.00
28	Reconnect Fire Hydrant	1410-3	EA	3	1,225.00	3,675.00
29	Install Fire Hydrant	1410-3	EA	1	6,715.00	6,715.00
30	Water Services Replace-Up to 2-in.	1411-3	EA	4	2,540.00	10,160.00
31	Temporary Water Services Replace-Up to 2-in.	1412-3	EA	2	1,020.00	2,040.00
32	Dewatering	1901-3	LS	1	3,200.00	3,200.00
33	Trench Safety	1902-3	LS	1	2,800.00	2,800.00
34	Trench Stabilization	1903-4	TON	50	60.00	3,000.00
35	Misc. Work & Existing Facilities	1192-3	LS	1	8,000.00	8,000.00
GRAND TOTAL				\$ 489,328.25		

Bidder's Failure to Complete All Items Contained On This Page
May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 3 OF 8

CITY OF OXNARD
SPECIFICATION NUMBER PW14-06

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 489,328.25

The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "*none*" if appropriate.

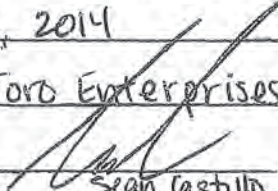
The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	2/20/14		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED Feb. 25, 2014 AT Oxnard, CA

COMPANY NAME Toro Enterprises, Inc.

SIGNATURE  TITLE President
(Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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PAGE 4 OF 8

CITY OF OXNARD
SPECIFICATION NUMBER PW14-06

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME Toro Enterprises, Inc.

The bidder is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing a federal, state, or local government project due to a violation of a law or safety regulation.

1. Have you ever been disqualified from any government contract?

Yes _____ No ☒

2. If yes, explain the circumstances.

SIGNATURE OF BIDDER

Zeen Castillo, Pres.

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 5 OF 8

CITY OF OXNARD
SPECIFICATION NUMBER PW14-06

BIDDER'S AFFIDAVIT

PROJECT PW 14-06 - 12 inch CIP water main Replacement on Rose Ave.

I depose and say that I am Sean Castillo, President
(Print or type name and title)

of Toro Enterprises, Inc.

(Name of Company)

2101 E. Ventura Blvd Oxnard, CA 93036

(Address)

(City)

(State)

(Zip Code)

Contractor's Employer Identification Number: C1755521

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 710580 FED TAX ID. # 77-0396663

Classification: A

Contractor's License Expiration Date: 8/31/15

City of Oxnard Business License Number(Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 961950441

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated Feb. 25th, 2014 at Oxnard California.

I certify or declare under penalty of perjury that the foregoing is true and correct.

(CORPORATE SEAL)

SIGNATURE

Sean Castillo, Pres.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 3

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**CITY OF OXNARD
SPECIFICATION NUMBER PW14-06**

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS				
<i>Standard Bidder Questions (applies to all bids)</i>			Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	✓		
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.			✓
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.			✓
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.			✓
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.			✓
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.			✓
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.			✓
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.			✓
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.			✓
10	Has Bidder or any Related Company ever been found to be a non-responsible bidder by an agency or debarred? If so, provide the date and name of each and explain the circumstances.			✓
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.	✓		
12	Has Bidder or a Related Company within the past 5 years been investigated by OSHA or had an OSHA violation that resulted in a citation or other actions be taken against the company.	✓		

Contractor Officer's Signature:

Sean Castillo, Pres.
Title

Feb. 25th, 2014
Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

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ATTACHMENT 3
PAGE 7 OF 8



February 20, 2014

CLARIFICATION NO. 1

SPECIFICATION NO. PW 14-06

12-inch CIP WATER MAIN REPLACEMENT ON ROSE AVE.-Gary Dr. to Channel Islands

SCHEDULED BID OPENING DATE: FEBRUARY 26, 2014

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this clarification by enclosing one signed copy with your bid documents. *Failure to do so may subject bidder to disqualification. This clarification forms a part of the bid documents. It modifies them as follows:*

A. The following Clarifications are made to the Drawing Number 13-22A - Sheet 2:

1. On Sheet 2 of Drawing 13-22A there is a Reference #10 that has a pentagon around the number - this should not have - it is a Reference to General Notes No. 10.
2. On Sheet 2 of Drawing 13-22A there is a Reference #14 with a pentagon around the number and a leader line. There is no note #14 - This #14 is eliminated as there is no reference note and it is not needed.

Addendum No. 1

Specification No. PW14-06

12-inch CIP Water Main Replacement on Rose Ave.

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. One (1) page of text

Addendum No. 1 Received: Date: 2/26/14

Toro Enterprises, Inc.
 Company

[Signature]
 Authorized Signature

2101 E. Ventura Blvd.
 Address of Company

Oxnard CA 93030
 City State Zip Code

Sean Castillo, President
 Name and Title, Typed

(805) 483-4515
 Telephone Number, Including Area Code

1

ATTACHMENT 3
 PAGE 8 OF 8



OSHA

OSHA QuickTakes

Newsletter

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Home Workers Regulations Enforcement

We Can Help Data & Statistics

Training

Publications

What's New Offices

OSHA

Small Business

Anti-Retaliation

Your Establishment search returned 0 results.

Each year the Occupational Safety and Health Administration (OSHA) collects work-related injury and illness data from employers within specific industry and employment size specifications. This data collection is called the OSHA Data Initiative or ODI. The data provided is used by OSHA to calculate establishment specific injury and illness incidence rates. This searchable database contains a table with the name, address, industry, and associated Total Case Rate (TCR), Days Away, Restricted, and Transfer (DART) case rate, and the Days Away From Work (DAFWII) case rate for the establishments that provided OSHA with valid data for calendar years 1996 through 2009.

In addition, data from 2002 through 2011 is available in a downloadable txt files, [ODI2002-2006.zip](#) [ODI2007.zip](#) [ODI2008.zip](#) [ODI2009.zip](#) [ODI2010.zip](#) [ODI2011.zip](#). Data was not collected in FY 2012.

Access information is provided below for each establishment by year. Viewable information includes: Site Address, SIC, NAICS, DAFWII, TCR and DART. See [Explanatory Notes](#) for more detail on DAFWII, TCR, and DART.

Search by:

Establishment	Toro Enterprises, Inc.	
City		
State	California	
Zip		
Year range	2009	
SIC		
NAICS		
TCR		(ex. range 0.05 to 10.99)
DART		(ex. range 0.05 to 10.99)
DAFWII¹		(ex. range 0.05 to 10.99)
	Submit	Reset

Explanatory Notes

- Scope of the data:** For each data collection cycle, OSHA only collects data from a small portion of all private sector establishments in the United States (80,000 out of 7.5 million total establishments). Therefore, these data are not representative of all businesses and general conclusions pertaining to all US business should not be drawn.
- Data quality:** While OSHA takes multiple steps to ensure the data collected is accurate, problems and errors invariably exist for a small percentage of establishments. OSHA does not believe the data for the establishments with the highest rates on this file are accurate in absolute terms. Efforts were made during the collection cycle to correct submission errors, however some remain unresolved. It would be a mistake to say establishments with the highest rates on this file are the "most dangerous" or "worst" establishments in the Nation.
- Rate Calculation:** An incidence rate of injuries and illnesses is computed from the following formula: (Number of injuries and illnesses X 200,000) / Employee hours worked = Incidence rate. The TCR includes all cases recorded on the OSHA Form 300 (Column G + Column H + Column I + Column J). The Dart includes cases recorded in Column H + Column I. The DAFWII

ATTACHMENT 4
PAGE 1 OF 2

includes cases recorded in Column H. For further information on injury and illness incidence rates, please visit the Bureau of Labor Statistics' webpage at <http://www.bls.gov/iif/osheval.htm>

4. **State Participation:** Not all state plan states participate in the ODI. The following states did not participate in the 2010 ODI (collection of CY 2009 data), establishment data is not available for these states: Alaska; Oregon; Puerto Rico; South Carolina; Washington; Wyoming.

Footnotes

1. OSHA did not calculate the DAFWII for years prior to 2002

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U.S. Department of Labor | Occupational Safety & Health Administration | 200 Constitution Ave., NW, Washington, DC 20210
Telephone: 800-321-OSHA (6742) | TTY: 877-889-5627

www.OSHA.gov

ATTACHMENT 4
PAGE 2 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-06**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. BENNER & CARPENTER	506 E. MAIN ST. SANTA PAULA CA	SURVEY	7998	LB-S L.S.
2. CHRISP COMPANIES	2280 S. LILAC AVE. BLOOMINGTON, CA	STRIPING	374600	C-32
3. TAFT ELECTRIC COMPANY	1594 EASTMAN AVE VENTURA, CA	TRAFFIC LIGHTS	772245	A

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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PAGE 1 OF 2

**CITY OF OXNARD
SPECIFICATION NUMBER PW14-06**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Toro Enterprises, Inc.

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4.				
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 5
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER PW14-06

REFERENCES

BIDDER'S NAME Toro Enterprises, Inc.

Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
* Please See Attached References		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone



SIGNATURE OF BIDDER

Sean Castillo, Pres.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

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ATTACHMENT 6
PAGE 1 OF 3



REFERENCE LIST

UNDERGROUND UTILITIES

Contract With: U.S. Army Corps

Contact: Tracy Eccles (661) 265-7222

Brief Description: 25,000 LF of 24" cmc/cml steel water main installation

Project: North Valley RW1

Owner: U.S. Army Core Engineers

Contract Amount: \$11,600,000.00

Start Date: 7/2010

Completion: 9/2012

Contract With: County of Los Angeles - 900 S. Fremont St. Alhambra, CA 91803

Contact: Colin McCarter

Description: 1,300LF 18", 12", 10", 8", 6" Watermain

Project: Marina Del Rey 18" Waterline Replacement

Owner: County of Los Angeles

Contract Amount: \$587,651.50

Completed: 10/2013

Contract With: Casitas Municipal Water District - 1055 Ventura Ave., Oak View, CA 93022

Contact: Neil Cole (805) 701-0290

Brief Description: Installation of Pipes, Fittings, Valves, Air & Vacuum Valves, HDD, Site Work

Project: Rincon 2(M) Pipeline Replacement

Owner: Casitas Municipal Water District

Contract Amount: \$589,535.00

Start Date: 2/2012

Completion: 6/2012

Contract With: City of Long Beach Water Dept. - 1800 E Wardlow Rd. Long Beach, CA 90807

Contact: Sam Dillman (562) 570-2323

Description: R&R 42", 36", 30", 24" Valves & Associated Piping

Project: Large Potable Water Valve Replacements

Owner: City of Long Beach Water Department

Contract Amount: \$640,000.00

Completed: 8/2013

Contract With: Las Virgenes Municipal Water District- 4232 Las Virgenes Rd. Calabasas, CA 91302

ATTACHMENT 6
PAGE 2 OF 3

Brief Description: 10" Waterline Install
Project: 10" Waterline Rambla Pacifico
Owner: Las Virgenes Municipal Water District
Contract Amount: \$63,818.10
Completed: 9/2012

Contract With: Las Virgenes Municipal Water District-4232 Las Virgenes Rd. Calabasas, CA 91302
Brief Description: Install 1200LF 8" PVC
Project: Long Valley Road Water Replacement
Owner: Las Virgenes Municipal Water District
Contract Amount: \$301,140.00
Completed: 7/2012

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030
Contact: Raymond Williams #805-385-8051
Brief Description: Grind, ARHM Overlay 13,000 tons, 8" & 12" PVC Waterline Approx. 9,500 LF
Project: Saviers Blvd. Street & Waterline Improvements
Owner: City of Oxnard
Contract Amount: \$4,780,536.00
Start Date:
Completed: 6/2010

Contract With: Teichert Construction, Inc. 8589 Thys Court Sacramento Ca. 95828-1006
Contact: Paul Fanfelle #916-386-5937
Project: Santa Paula Waste Water Facility- Site utilities- storm drain, sewer, water, concrete headwalls and minor structures, grading, site concrete curbs, curb & gutter, asphalt paving.
Sewer bypass 27" main line approx 1 MGD.
Owner: City of Oxnard
Contract Amount: #####
Start Date: 6/2009
Completion Date: 3/2010

ATTACHMENT 4
PAGE 3 OF 3

**Contractor's License Detail - License # 710580**

⚠ DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- * CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- * Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- * Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- * Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number **710580** **Extract Date** 3/3/2014

TORO ENTERPRISES INC

Business Information Business Phone Number: (805) 483-4515

P O BOX 6285
OXNARD, CA 93031

Entity Corporation

Issue Date 08/01/1995

Expire Date 08/31/2015

License Status ACTIVE

This license is current and active. All information below should be reviewed.

Classifications

CLASS DESCRIPTION

A GENERAL ENGINEERING CONTRACTOR

CONTRACTOR'S BOND

This license filed a Contractor's Bond with
AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bonding

Bond Number: 187599

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

BOND OF QUALIFYING INDIVIDUAL

ATTACHMENT 7
PAGE 1 OF 9

1. The Responsible Managing Officer (RMO) CASTILLO SEAN ALEJANDRO certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 08/26/2003

WORKERS' COMPENSATION

This license has workers compensation insurance with
OLD REPUBLIC GENERAL INSURANCE CORPORATION

Policy Number: A1CW04331301

Effective Date: 10/01/2012

Expire Date: 10/01/2014

Workers' Compensation History

**Workers'
Compensation**

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ATTACHMENT 7
PAGE 2 OF 9
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**Contractors State License Board****Contractor's License Detail (Personnel List)**

Contractor License #: 710580

Contractor Name: TORO ENTERPRISES INC

Click on the person's name to see a more detailed page of information on that person

NAME	TITLE	ASSOCIATION DATE	DISASSOCIATION DATE	CLASS	MORE CLASS
<u>RUBEN MENDEZ ORTEGA</u>	RMO	08/01/1995	05/30/2012	C-8	More
<u>SEAN ALEJANDRO CASTILLO</u>	RMO/CEO/PRES	08/01/1995		A	
<u>MARK JAMES ROSEN</u>	OFFICER	08/01/1995	06/28/1999		
<u>JEROME HANNIGAN JR</u>	OFFICER	04/24/2003			

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ATTACHMENT 7
PAGE 3 OF 9

**Contractors State License Board****Contractor's License Detail - License # 374600**

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- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number	374600	Extract Date 3/3/2014
CHRISP COMPANY		
Business Information	Business Phone Number: (510) 656-2840	
	PO BOX 1368 FREMONT, CA 94538	
Entity	Corporation	
Issue Date	05/16/1979	
Expire Date	05/31/2015	
License Status	ACTIVE	
	This license is current and active. All information below should be reviewed.	
Classifications	CLASS	DESCRIPTION
	A	<u>GENERAL ENGINEERING CONTRACTOR</u>
	C13	<u>FENCING</u>
	C32	<u>PARKING AND HIGHWAY IMPROVEMENT</u>
	CONTRACTOR'S BOND	
	This license filed a Contractor's Bond with <u>TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.</u>	
	Bond Number: 104092955	
	Bond Amount: \$12,500	

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PAGE 4 OF 9

Effective Date: 01/01/2007

Contractor's Bond History

BOND OF QUALIFYING INDIVIDUAL

Bonding

1. The Responsible Managing Officer (RMO) CHRISP ROBERT PAUL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 01/01/1980

WORKERS' COMPENSATION

This license has workers compensation insurance with
OLD REPUBLIC GENERAL INSURANCE CORPORATION

**Workers'
Compensation**

Policy Number: A1CW99131303

Effective Date: 12/01/2013

Expire Date: 12/01/2014

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.



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DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail (Personnel List)

Contractor License #: 374600

Contractor Name: CHRISP COMPANY

Click on the person's name to see a more detailed page of information on that person

NAME	TITLE	ASSOCIATION DATE	DISASSOCIATION DATE	CLASS	MORE CLASS
DAVID LEE MORRIS	OFFICER	05/16/1979			
ROGER LEE WEISBROD	OFFICER	05/13/1985			
ROBERT PAUL CHRISP	RMO/CEO/PRES	05/16/1979		C32	More
PAUL MONROE CHRISP	OFFICER	05/16/1979	06/12/1980		
TOM A FANNIN	OFFICER	03/03/1989	07/08/2008		
PAMELA GRACE SMITH	OFFICER	05/16/1979	06/12/1980		
BRIAN GUY TAYLOR	OFFICER	05/03/1983	03/03/1989		
ROBERT DONALD CAIN	OFFICER	05/11/1981	05/03/1983		
MAUDE A EVANS	OFFICER	06/12/1980	10/31/1980		
RABINDRANATH JOSEPH	OFFICER	07/08/2008	02/02/2010		

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ATTACHMENT 7
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**Contractor's License Detail - License # 772245**

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- ✧ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- ✧ Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- ✧ Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- ✧ Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number**772245****Extract Date 3/3/2014****TAFT ELECTRIC COMPANY****Business Information****Business Phone Number: (805) 642-0121****P O BOX 3416
VENTURA, CA 93006****Entity****Corporation****Issue Date****12/06/1999****Expire Date****12/31/2015****License Status****ACTIVE****This license is current and active. All information below should be reviewed.****Classifications**

CLASS	DESCRIPTION
A	<u>GENERAL ENGINEERING CONTRACTOR</u>
B	<u>GENERAL BUILDING CONTRACTOR</u>
C10	<u>ELECTRICAL</u>

CONTRACTOR'S BOND**This license filed a Contractor's Bond with
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD.****Bond Number: 929113543****Bond Amount: \$12,500**ATTACHMENT 7PAGE 7 OF 9

Effective Date: 01/01/2007

Contractor's Bond History

BOND OF QUALIFYING INDIVIDUAL

Bonding

1. The Responsible Managing Officer (RMO) HARTMAN WALTER EDWARD JR certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 12/06/1999

WORKERS' COMPENSATION

This license has workers compensation insurance with
OLD REPUBLIC GENERAL INSURANCE CORPORATION

**Workers'
Compensation**

Policy Number: A1CW36011

Effective Date: 01/01/2013

Expire Date: 01/01/2015

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.



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DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

Contractor's License Detail (Personnel List)

Contractor License #: 772245

Contractor Name: TAFT ELECTRIC COMPANY

Click on the person's name to see a more detailed page of information on that person

NAME	TITLE	ASSOCIATION DATE	DISASSOCIATION DATE	CLASS	MORE CLASS
<u>DARWIN FREDERICK HARWOOD</u>	OFFICER	11/01/2001	11/03/2009		
<u>WALTER EDWARD HARTMAN JR</u>	RMO/CEO/PRES	12/06/1999		A	More
<u>CAROL ANN SMITH</u>	OFFICER	12/06/1999			
<u>JULIE ANN MONRO</u>	OFFICER	12/06/1999	11/01/2001		
<u>JAMES EDWARD MARSH JR</u>	CEO/PRESIDENT	08/09/2004			

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ATTACHMENT 7
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Certificate of Publication

Ad #342458

In Matter of Publication of:

Public Notice

State of California)

))§

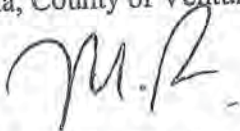
County of Ventura)

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

Jan. 24, 31, 2014

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

Dated this Jan. 31, 2014; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS
The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW14-06 for the 12-inch CIP Water Main Replacement on Rose Avenue (from Gary Dr. to Channel Islands Blvd.) Project. The work will consist of abandonment of existing 12-inch water main and installation of 12-inch RVC water main and mill and fill of AC along pipe trench. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractors License, Class A, to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects.
Plans and Specifications will ONLY be available to review or for purchase directly from the City of Oxnard Plan Room, CyberCopyUSA, www.cybercopyreprograph.com, or phone (805) 644-2922, fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$20.00 shipping and handling starting on MONDAY, JANUARY 27, 2014. The Plans and Specifications may be obtained in electronic format on CD's for a non-refundable fee of \$35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.
A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, City Center, 305 West Third St., Oxnard at 9:30 AM on WEDNESDAY, FEBRUARY 6, 2014. All prospective bidders are urged to attend.
All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the jobsite. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.
Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City of Oxnard and the bidder MUST BE A PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, FEBRUARY 26, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.
FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.
Ad Dates 01/24/14, 01/31/14 Ad No 342458

ATTACHMENT 8
PAGE 1 OF 1



Meeting Date: 11/19/13

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

Prepared By: Lou Baidarra, City EngineerAgenda Item No. 5-4Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]

DATE: November 5, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director [Signature]
Public Works**SUBJECT: Project Specification PW14-06 Rose Avenue and Raiders Way Water Main Replacement and Improvement Project****RECOMMENDATION**

That City Council:

1. Approve Project Specification No. PW14-06 for the design and construction of a 12-inch water main replacement on Rose Avenue from Gary Drive to East Channel Islands Boulevard, pavement reconstruction of the median and intersection of Rose Avenue at Raiders Way, and authorize staff to solicit bids for the project.
2. Approve a Special Budget Appropriation of \$550,000 in the Cast Iron Pipe Replacement Program to establish the Rose Avenue and Raiders Way Water Main Replacement and Improvement Project.

DISCUSSION

On November 18, 2012, a major break occurred in the main water line at the intersection of Rose Avenue and Raiders Way. On February 5, 2013, a second break occurred in the lateral water line from Raiders Way to Rose Avenue. Both breaks were the result of aging cast iron water lines. The break in the water lines caused water to rise and loosened the sub-grade of the road pavement along Rose Avenue and to the intersection at Raiders Way; thus, damaging the pavement structure. The water line breaks have been temporarily repaired but future water line breaks are inevitable.

Staff recommends replacing the water main with polyvinyl chloride piping (PVC piping) and resurfacing the pavement on the north and south bound lanes of Rose Avenue from Gary Drive to East Channels Islands Boulevard. Project scope also includes replacing the water main and lateral pipe, resurfacing pavement and repairing the median at the intersection of Raiders Way and Rose Avenue. The project design and specifications was prepared by in-house staff from the Capital Projects Management Division of the Public Works Department. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsive responsible bidder.

ATTACHMENT 9
PAGE 1 OF 5

FINANCIAL IMPACT

Adequate funds are budgeted in the Cast Iron Pipe Replacement Program (6510) to fund the \$550,000 recommended for the Rose Avenue and Raiders Way Water Main Replacement Project.

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

Note: Plans and specifications for PW14-06 for the Rose Avenue and Raiders Way Water Main Replacement Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
 Project/Program
 Manager: Rob Roshanian

Date: November 19, 2013
 Phone: 7682

Reason for Appropriation:

To establish a new capital project and provide design and construction funding for water main replacement and related pavement resurfacing along Rose Avenue between East Channel Islands Boulevard and Gary Drive and water line replacement, pavement resurfacing and median repair at the intersection of Rose Avenue and Raiders Way.

Accounts and Descriptions

AMOUNT

Fund: **WATER OPERATING FUND (601)**

Expenditures/Transfers In

WATER MAIN ROSE & RAIDER (Project No. 1460XX)

601-6510-821-8451	SERVICES FROM OTHER PROGRAMS	50,000
601-6510-821-8605	CAPITAL OUTLAY/IMPROVEMENTS - MAJOR REPAIR	500,000
601-6510-821-8610	CAPITAL OUTLAY/CONSTRUCTION OTHER	(550,000)

Net Change to Fund Balance

0

Net Appropriation Change

0

Approvals

Department Director

[Signature]

Chief Financial Officer

[Signature]

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only)

BA Doc# (Finance Use Only)

Revised : 2/23/2012

Attachment No. 1

Page 1 of 1

ATTACHMENT 9

PAGE 3 OF 5

Project Account Inquiry

10:48:43

Project : 146006 WATER MAIN ROSE & RAIDER
 Account number . . : 601-6510-821.86-05 2014
 Account description : IMP NOT BLDG-MAJOR REPAIR

	Project to Date	Year to Date (incl/Per to Date)	Period 8 / 2014
Budget :	500,000.00	500,000.00	
Posted amount . . . :	.00	.00	.00
Unposted amount . . :	.00	.00	
Pre-encumbrances . . :	.00	.00	
Posted encumbrance :	.00	.00	
Unposted encumbrance:	.00	.00	
Total amt,enc,pré-en:	.00	.00	
Balance :	500,000.00	500,000.00	.00

F12=Cancel

F5=Encumbrance detail

F10=Detail Transactions

F14=Pre-encumbrance detail

F16=Pending Transactions

ATTACHMENT 9
 PAGE 5 OF 5

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

Prepared By: Douglas Spondello, Associate Planner *DS*

Agenda Item No. *S-4*

Reviewed By: City Manager *SLP*

City Attorney *SMF*

Finance *AL*

Other (Specify) _____

DATE: March 5, 2014

TO: City Council

FROM: Matthew G. Winegar, AICP, Director
Development Services Department *[Signature]*

SUBJECT: Consent to Assignment and Assumption of RiverPark Development Agreement,
Filed by Comstock Homes, 321 12th Street, Manhattan Beach, CA 90266.

RECOMMENDATION

Staff recommends that the City Council grant its consent to the Assignment and Assumption of Development Agreement by and among Riverpark A, L.L.C., Riverpark B, L.L.C., AGS Land Holdings I, L.P. and elacora Riverpark, LLC and authorize the Mayor, or designee, to take such actions and execute such documents as are necessary to effectuate such consent on behalf of the City.

DISCUSSION

Riverpark A, L.L.C., a Delaware limited liability company, and Riverpark B, L.L.C., a Delaware limited liability company, have entered into a statutory Development Agreement (No. A-6128) with the City pertaining to the RiverPark project. The agreement is dated as of August 27, 2002 and has been amended several times (as amended, the "**Development Agreement**").

The terms of the Development Agreement provide that the applicable portions of it may be assigned to a purchaser of any part of the RiverPark project property. In connection with a proposed assignment, the City is to be provided information reasonably demonstrating that the proposed assignee has the financial ability and experience to fulfill the specific rights, duties and obligations under the Development Agreement that the assignee would assume. The City's approval may not be unreasonably withheld.

elacora Riverpark, LLC entered into a contract allowing it to purchase 204 lots of the RiverPark project property. Specifically, these lots comprise the *Sienna* and *Morning View* single-family residential developments. In connection with such purchase, Riverpark A, L.L.C. and Riverpark B, L.L.C. desire to assign the applicable portions of the Development Agreement to elacora Riverpark, LLC.

City Staff and its special legal counsel reviewed information submitted in connection with requesting

the City's consent to the assignment and have concluded that the proposed assignee has the financial ability and experience to fulfill the specific rights, duties and obligations under the Development Agreement that the assignee would assume, for the following reasons:

- elacora Riverpark, LLC is a properly formed legal entity, registered to do business in California;
- elacora Riverpark, LLC is a company formed and owned by two very experienced and successful companies: (i) Real Capital Solutions/elacora Los Angeles and (ii) Comstock Homes;
- Real Capital Solutions/elacora Los Angeles and Comstock Homes have already completed five successful development projects together in California;
- elacora Riverpark, LLC has been capitalized with cash in the total amount in excess of \$6.5 Million and committed capital of over \$11 Million; and
- Wells Fargo Bank has agreed to make a construction loan of \$36.5 Million to elacora Riverpark, LLC.

Because the City's approval may not be unreasonably withheld, and sufficient information of elacora Riverpark, LLC's experience and financial ability has been provided, the City is required to grant its consent to the Assignment and Assumption of Development Agreement.

FINANCIAL IMPACT

There is no financial impact to the City of Oxnard.

(DS)

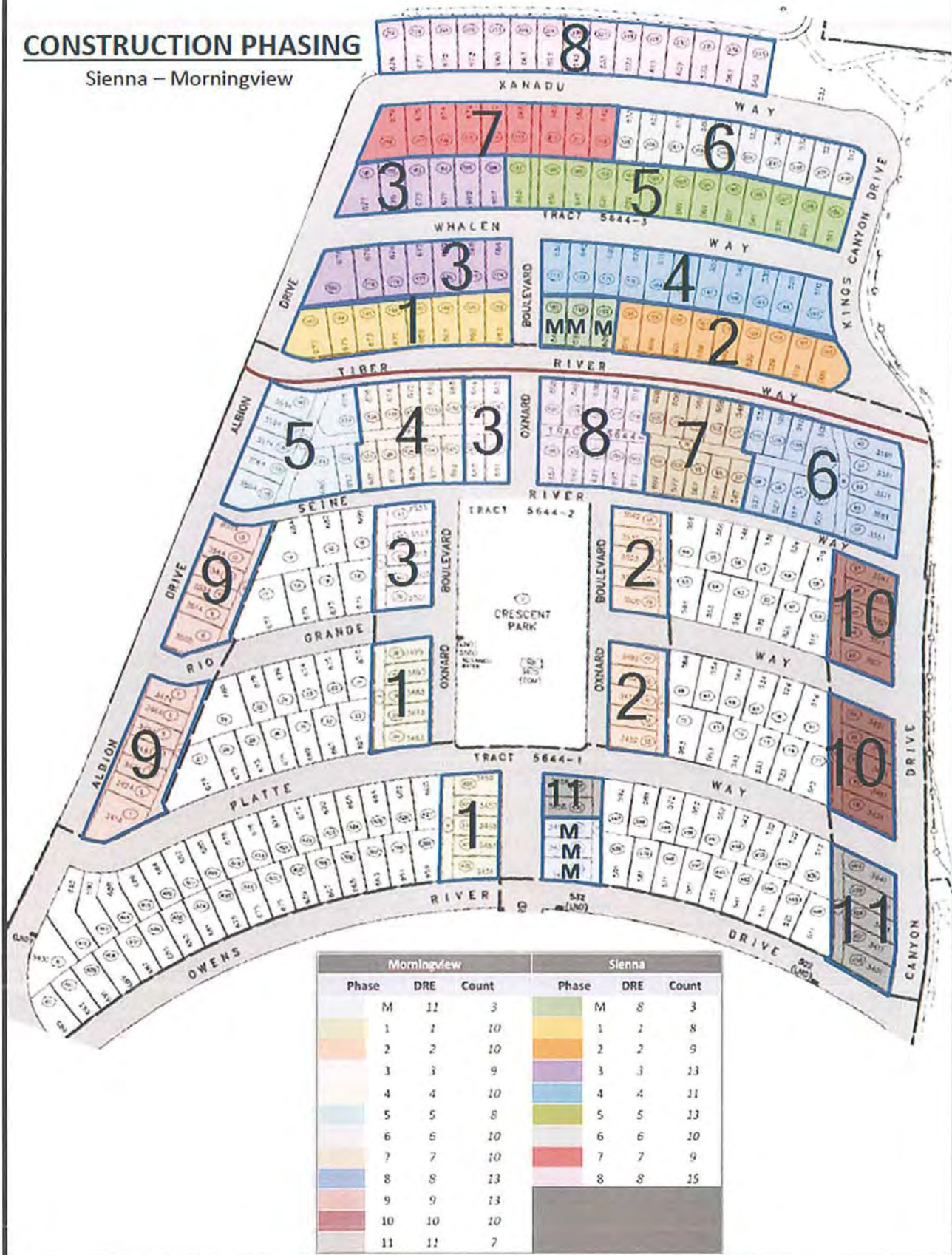
Attachment #1 - Exhibit of Property Being Acquired

Attachment #2 - Assignment and Assumption of Development Agreement

Attachment #3 - City Consent

CONSTRUCTION PHASING

Sienna – Morningview

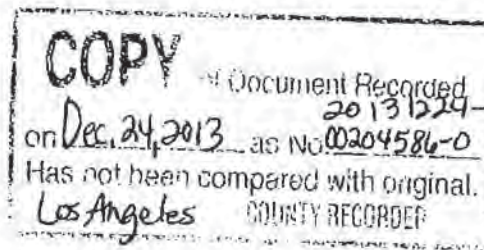


Recording Requested By
First American Title NHS

4/ 512806

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attn: Ryan Atkin
Real Capital Solutions
371 Centennial Parkway, Suite 200
Louisville, CO 80027



Space Above Line for Recorder's Use Only

ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT

(Phase I Lots)

This **ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT** ("Agreement") is entered into as of December 20, 2013, by and among Riverpark A, L.L.C., a Delaware limited liability company and, Riverpark B, L.L.C., a Delaware limited liability company (collectively, "Assignor"), AGS Land Holdings I, L.P., a Delaware limited partnership ("Seller"), and elacora.Riverpark, LLC., a Colorado limited liability company ("Assignee"), with reference to the following facts:

RECITALS

a) Seller holds title to certain unimproved real property (the "Property") located in the City of Oxnard ("City"), County of Ventura, State of California, and as more particularly described on Exhibit A attached hereto.

b) Seller and Arsenault Holdings, LLC, a Colorado limited liability company ("Arsenault") entered into that certain Purchase and Sale Agreement and Escrow Instructions dated as of October 18, 2013 (the "Purchase Agreement") pursuant to which Seller agreed to sell the Property to Arsenault on certain terms and conditions. All terms defined in the Purchase Agreement shall have the same meaning when used herein.

c) Arsenault has assigned its rights, interests and obligations under the Purchase Agreement to Buyer and Buyer has assumed such obligations.

d) Assignor has entered into a Development Agreement with the City dated as of August 27, 2002 and recorded as Document No. 2002-0216450-00 on September 10, 2002 in the Official Records of the County, as amended by that certain First Amendment to Development Agreement dated as of December 14, 2004 and recorded as Document 20050124-0017504 on January 24, 2005 (in which E.D., LLC, a California limited liability company, KOH, LLC, a Delaware limited liability company and RP Properties, LLC, a California limited liability company were added as "Developer" parties), that certain Second Amendment to Development

Agreement dated as of July 24, 2007 and recorded as Document 20070821-00163617-0 1/10 on August 21, 2007, that certain Third Amendment to Development Agreement dated as of October 5, 2010 and recorded as Document 20101013-00157733-0 1/27 on October 13, 2010 and that certain Fourth Amendment to Development Agreement dated as of September 7, 2012 and recorded as Document 20121008-00179523-01 1/31 on October 8, 2012 (collectively, the "Development Agreement").

e) The Development Agreement applies to real property owned by Assignor ("Assignor's Property") as well as the Property.

f) Upon the Close of Escrow for Assignee's purchase of the Property, Assignor, Seller and Assignee desire for Assignor to assign to Assignee all of Assignor's rights, interests, duties, obligations and liabilities under the Development Agreement with respect to the Property only (the "Assigned Rights and Obligations"), and Assignee desires to accept and assume Assignor's Rights and Obligations under the Development Agreement with respect to the Property only (the "Assumed Rights and Obligations"), such assignment and assumption to be effective on the Effective Date (as defined in Section 1.3 below). The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the ("Property Rights and Obligations").

MATTERS OF AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement and the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

ASSIGNMENT AND ASSUMPTION OF THE PROPERTY RIGHTS AND OBLIGATIONS

1.1 **Assignment.** Assignor assigns to Assignee, as of the Effective Date, all of Assignor's rights, title and interest in and to the Property Rights and Obligations.

1.2 **Assumption.** As of the Effective Date, Assignee accepts Assignor's assignment of the Assigned Rights and Obligations and assumes the Assumed Rights and Obligations. From and after the Effective Date, Assignee shall keep and perform all covenants, conditions and provisions of the Development Agreement relating to the Property.

1.3 **Effective Date.** For the purposes of this Agreement, the "Effective Date" shall be the later to occur of (1) the day on which the deed from Seller to Assignee for the Property is recorded in the Office of the Recorder of the County of Ventura; or (2) the date of the execution of this Agreement by all parties; provided, however, that this Agreement shall have no force or effect without the written approval of the City.

ARTICLE 2

RIGHTS AND REMEDIES

2.1 Assignor's Release; No Assignor Liability or Default for Assignee Breach.

Pursuant to Paragraph 32(e) of the Development Agreement, Assignor shall be released from the Development Agreement with respect to the Property and the Assumed Rights and Obligations as of the Effective Date. Any default or breach by Assignee under the Development Agreement following the Effective Date with respect to the Property or the Assumed Rights and Obligations shall not constitute a breach or default by Assignor under the Development Agreement and shall not result in (a) any remedies imposed against Assignor, including, without limitation any remedies authorized pursuant to Paragraphs 23(c), 25.1.1 and 25.1.4 of the Development Agreement or (b) modification or termination of the Development Agreement with respect to Assignor's Property.

2.2 No Assignee Liability or Default for Assignor Breach. As of the Effective Date, any default or breach by Assignor under the Development Agreement prior to or after the Effective Date shall not constitute a breach or default by Assignee under the Development Agreement and shall not result in (a) any remedies imposed against Assignee, including without limitation any remedies authorized pursuant to Paragraphs 23(c), 25.1.1 and 25.1.4 of the Development Agreement, or (b) modification or termination of the Development Agreement with respect to the Property.

ARTICLE 3

PERIODIC REVIEW OF COMPLIANCE

3.1 Assignor Responsibilities. Assignor shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to property owned by Assignor and Assignee shall have no responsibility therefor.

3.2 Assignee Responsibilities. Assignee shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Property and Assignor shall have no responsibility therefor.

ARTICLE 4

AMENDMENT OF THE DEVELOPMENT AGREEMENT

4.1 Assignor. Assignor shall not request, process or consent to any amendment to the Development Agreement that would affect the Property or the Property Rights and Obligations without Assignee's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignor may process any amendment that does not affect the Property, and, if necessary, Assignee shall consent thereto and execute all documents necessary to accomplish said amendment, provided that said amendment does not affect the Property or any of Assignee's Property Rights and Obligations pursuant to the Development Agreement.

4.2 **Assignee.** Assignee shall not request, process or consent to any amendment to the Development Agreement that would affect the Assignor's Property or the Assignor's remaining rights and obligations pursuant to the Development Agreement without Assignor's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignee may process any amendment that does not affect the Assignor Property's, and, if necessary, Assignor shall consent thereto and execute all documents necessary to accomplish said amendment, provided that said amendment does not affect the Assignor Property's or any of Assignor's remaining rights and obligations pursuant to the Development Agreement.

ARTICLE 5

NO REPRESENTATIONS OR WARRANTIES

5.1 **No Assignor or Seller Representations or Warranties.** Neither Assignor nor Seller make any warranty or representation as to the enforceability, status or effect of the Development Agreement or the rights, interests, obligations and liabilities assigned and assumed herein. Assignee has conducted its independent investigations as it deems necessary with the City and has satisfied itself as to the enforceability, status and effect of the rights, interests, obligations and liabilities being assigned and assumed herein.

ARTICLE 6

INDEMNITY

6.1 **Assignee Indemnity.** Assignee shall indemnify, defend and hold Assignor and Seller and their directors, officers, employees, agents, assignees, shareholders, affiliates, and representatives harmless from any loss, liability, damage, injury, cost, expense, and claim of any kind or character to the City or any person or property arising from or relating to the Assumed Rights and Obligations and arising after the Closing.

ARTICLE 7

GENERAL PROVISIONS

7.1 **Notices.** All notices, invoices and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier), by certified mail, postage prepaid and return receipt requested, or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee:

Attn: Ryan Atkin
Real Capital Solutions
371 Centennial parkway, Suite 200
Louisville, CO 80027

With copy to: Attn: Rudiger Fettig
Real Capital Solutions
371 Centennial Parkway, Suite 200
Louisville, CO 80027

If to Seller: Attn: Mike O'Melveny
Shea Homes Southern California
1250 Corona Pointe Court # 600
Corona, CA 92879

With copy to: Attn: Ross Kay, Esq.
Shea Homes
655 Brea Canyon Road
Walnut, CA 91789-0489

If to Assignor: Attn: John Vander Velde
Riverpark A, L.L.C.
1250 Corona Pointe Court # 600
Corona, CA 92879

Attn: John Vander Velde
Riverpark B, L.L.C.
1250 Corona Pointe Court # 600
Corona, CA 92879

Notices personally delivered shall be deemed received upon delivery. Notices delivered by certified mail as provided above shall be deemed received on actual delivery. Notices delivered by courier service as provided above shall be deemed received twenty-four (24) hours after the date of deposit. From and after the Effective Date and until further written notice from Assignee to the City pursuant to the terms of the Development Agreement, Assignee hereby designates as its notice address for notices sent by the City pursuant to Section 32(a) of the Development Agreement, the notice address set forth above.

7.2 Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (a) that the Development Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Development Agreement is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the Development Agreement by the City and either Assignor or Assignee, as the case may be (or, if defaults are asserted, so describing with reasonable specificity) and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (c) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

7.3 Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

7.4 No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants, conditions or obligations.

7.5 Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee.

7.6 Successors and Assigns. This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.7 No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

7.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the City.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.10 Third Party Beneficiaries. Assignor and Assignee acknowledge that the City is a third party beneficiary of the terms and conditions of this Agreement to the extent necessary for City to enforce the terms and conditions of the Development Agreement. This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee and the City.

7.11 Time of the Essence. Time is of the essence in the performance by each party of its obligations under this Agreement.

7.12 Authority. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

7.13 Term. The term of this Agreement shall commence on the Effective Date and shall expire upon the expiration or earlier termination of the Development Agreement, subject to any obligations under the Development Agreement that expressly survive the expiration or termination of the Development Agreement. Upon the expiration or earlier termination of this Agreement, the parties shall have no further rights or obligations hereunder, except with respect to any obligation to have been performed prior to such expiration or termination or with respect to any default in the performance of the provisions of this Agreement which occurred prior to such expiration or termination or with respect to any obligations which are specifically set forth as surviving this Agreement or the Development Agreement.

7.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

7.15 Default. Any failure by either party to perform any material term or provision of this Agreement shall constitute a default (a) if such defaulting party does not cure such failure within thirty (30) days following written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (b) if such default is not of a nature that can be cured within such thirty (30) day period, if the defaulting party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence the curing of such failure. Any notice of default given hereunder shall be given in the same manner as provided in Section 7.1 hereof and shall specify in detail the nature of the failures in performance that the noticing party claims and the manner in which such failure can be satisfactorily cured.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"ASSIGNEE"

elacora Riverpark, LLC,
a Colorado limited liability company

By: Shawn K. Eshima
Name: Shawn K. Eshima
Its: Manager

"ASSIGNOR"

Riverpark A, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Riverpark B, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Riverpark B, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

"SELLER"

AGS Land Holdings I, L.P.
a Delaware limited partnership

By: AG Land Holder I GP, L.L.C., its co-
general partner

By: AG Real Estate Manager, Inc., its manager

By: _____
Name: _____
Title: _____

By: SRD Management, LLC, its co-general
partner

By: Shea Homes Limited Partnership, its
manager

By: _____
Name: _____
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"ASSIGNEE"

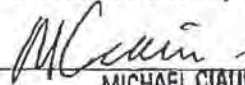
Elacora Riverpark, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

"ASSIGNOR"

Riverpark A, L.L.C.,
a Delaware limited liability company

By: 
Name: MICHAEL CIAURI
Its: ASSISTANT SECRETARY

By: 
Name: John C. DANVERS
Its: ASSISTANT SECRETARY

Riverpark B, L.L.C.,
a Delaware limited liability company

By: 
Name: MICHAEL CIAURI
Its: ASSISTANT SECRETARY

Riverpark B, L.L.C.,
a Delaware limited liability company

By: 
Name: JOHN C. DANVERS
Its: ASSISTANT SECRETARY

"SELLER"

AGS Land Holdings I, L.P.
a Delaware limited partnership

By: AG Land Holder I GP, L.L.C., its co-
general partner

By: AG Real Estate Manager, Inc., its manager

By: _____
Name: _____
Title: _____

By: SRD Management, LLC, its co-general
partner

By: Shea Homes Limited Partnership, its
manager

By: _____
Name: _____
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"ASSIGNEE"

Arsenault Holdings, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

"ASSIGNOR"

Riverpark A, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Riverpark B, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Riverpark B, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

"SELLER"

AGS Land Holdings I, L.P.
a Delaware limited partnership

By: AG Land Holder I GP, L.L.C., its co-general partner

By: AG Real Estate Manager, Inc., its manager

By: _____
Name: Colin Finkel
Title: VP

By: SRD Management, LLC, its co-general partner

By: Shea Homes Limited Partnership, its manager

By: _____
Name: _____
Its: Authorized Agent

By: _____
Name: _____
Its: Authorized Agent

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"ASSIGNEE"

Elacora Riverpark, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

"ASSIGNOR"

Riverpark A, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Riverpark B, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Riverpark B, L.L.C.,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

"SELLER"

AGS Land Holdings I, L.P.
a Delaware limited partnership

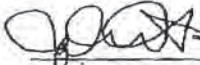
By: AG Land Holder I GP, L.L.C., its co-
general partner

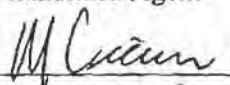
By: AG Real Estate Manager, Inc., its manager

By: _____
Name: _____
Title: _____

By: SRD Management, LLC, its co-general
partner

By: Shea Homes Limited Partnership, its
manager

By: 
Name: JOHN C. DANVERS
Its: Authorized Agent

By: 
Name: MICHAEL CIAMPI
Its: Authorized Agent

State of Colorado
County of Boulder

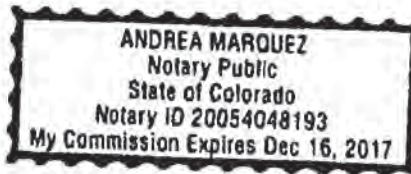
On December 20th, 2013 before me,
Andrea Marquez

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

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

WITNESS my hand and official seal.

[Signature]
Notary Public



State of California
County of _____

On _____, before me,

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public

ACKNOWLEDGMENT

State of California
County of Riverside

On December 23, 2013 before me, Adonna F. Calderon, Notary Public
(insert name and title of the officer)

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

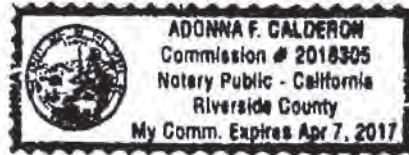
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



ACKNOWLEDGMENT

State of California
County of Riverside

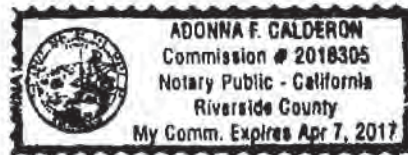
On December 23, 2013 before me, Adonna F. Calderon, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



State of California
County of Los Angeles

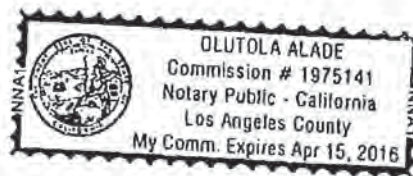
On Olivia Alade 12/20/13, before me,
Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]
Notary Public



State of California
County of _____

On _____, before me,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public

ACKNOWLEDGMENT

State of California
County of Riverside

On December 20, 2013 before me, Adonna F. Calderon, Notary Public
(insert name and title of the officer)

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

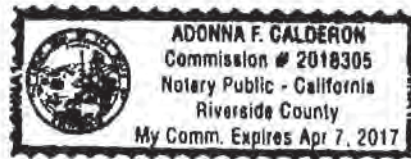
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**EXHIBIT A TO
ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

PARCEL 1:

LOTS 428 THROUGH 437, INCLUSIVE, AND LETTERED LOTS A" AND "B" OF TRACT NO. 5644-1 IN BOOK 159 PAGES 40 THROUGH 46, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 7/16THS INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND GOLD IN, UNDER OR THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY HILDA L. ORR, ET. AL. DESCRIBED IN THE DEED RECORDED IN BOOK 524, PAGE 83 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/16THS INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER OR THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY O.R. CLANTON, AS GUARDIAN OF THE ESTATES OF ROBERT KYLE CLANTON, MINORS, ET. AL. DESCRIBED IN THE DEED RECORDED OCTOBER 29, 1937 IN BOOK 542, PAGE 57 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY ADDIE M. VICKERS, ET. AL. DESCRIBED IN THE DEED RECORDED JANUARY 29, 1951 IN BOOK 977, PAGE 275 OF OFFICIAL RECORDS, TOGETHER WITH NECESSARY RIGHT OF WAY TO ENTER UPON SAID LAND FOR THE PURPOSE OF DEVELOPING AND MARKETING MINERALS THEREFROM.

ALSO EXCEPTING THE INTEREST EXCEPTED IN THE DEED FROM JOSEPHINE VICKERS SNODGRASS, ET. AL., RECORDED FEBRUARY 8, 1967 AS FOLLOWS:

EXCEPTING ONE-HALF OF GRANTOR'S 5/6THS INTEREST IN AND TO ALL OIL, GAS, HYDROCARBONS AND MINERALS LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET.

ALSO EXCEPTING THEREFROM 51% OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS IN, ON AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET FOR THE PURPOSE OF EXPLORING FOR, DRILLING, BORING, MARKETING, OR REMOVING SAID SUBSTANCES, AS RESERVED BY EDWIN ALBERT WHALEN AND RUTH D. WHALEN, HUSBAND AND WIFE, IN DEEDS RECORDED MAY 26, 1961 IN BOOK 2003, PAGES 246 AND 247 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET FOR THE DEVELOPMENT OR REMOVAL OF SAID SUBSTANCES, AS RESERVED BY AUGUST JOHN FERRO, TRUSTEE UNDER A DECLARATION OF TRUST DATED JUNE 1, 1976 AS TO AN UNDIVIDED ONE-HALF INTEREST IN A DEED RECORDED SEPTEMBER 13, 1977 IN BOOK 4943, PAGE 384 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST AND ROYALTY IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS OF WHATSOEVER NATURE IN, ON AND UNDER SAID LAND TOGETHER WITH ALL INCIDENTAL RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF DEVELOPING AND MARKETING MINERALS THEREFROM. FOR THE PURPOSE OF EXPLORING FOR, DRILLING, BORING, MARKETING, OR REMOVING SAID SUBSTANCES, AS RESERVED BY AUGUST FERRO, MARRIED MAN AND FREDERICK FERRO, A MARRIED MAN, IN A DEED RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP THE SAME AS DEDICATED TO THE CITY OF OXNARD IN THE OWNER'S STATEMENT OF SAID TRACT MAP N. 5644-1.

APNS: 0133-0-260-245 THROUGH 133-0-260-335

PARCEL 2:

LOTS 34 THROUGH 53, INCLUSIVE, AND LETTERED LOTS "E", "F", "J" AND "K", TRACT NO. 5644-2 IN BOOK 159 PAGES 47 TO 54, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS) IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON A MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 7/16THS INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND GOLD IN, UNDER OR THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY HILDA L.

ORR, ET. AL. DESCRIBED IN THE DEED RECORDED IN BOOK 524, PAGE 83 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/16THS INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER OR THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY O.R. CLANTON, AS GUARDIAN OF THE ESTATES OF ROBERT KYLE CLANTON AND WILLIAM EDWARD CLANTON, MINORS, ET AL, DESCRIBED IN THE DEED RECORDED OCTOBER 29, 1937 IN BOOK 542, PAGE 57 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY ADDIE M. VICKERS, ET. AL. DESCRIBED IN THE DEED RECORDED JANUARY 29, 1951 IN BOOK 977, PAGE 275 OF OFFICIAL RECORDS, TOGETHER WITH NECESSARY RIGHT OF WAY TO ENTER UPON SAID LAND FOR THE PURPOSE OF DEVELOPING AND MARKETING MINERALS THEREFROM.

ALSO EXCEPTING THE INTEREST EXCEPTED IN THE DEED FROM JOSEPHINE VICKERS SNODGRASS, ET. AL., RECORDED FEBRUARY 8, 1967 AS FOLLOWS:

EXCEPTING ONE-HALF OF GRANTOR'S 5/6THS INTEREST IN AND TO ALL OIL, GAS, HYDROCARBONS AND MINERALS LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET.

ALSO EXCEPTING THEREFROM 51% OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS IN, ON AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET FOR THE PURPOSE OF EXPLORING FOR, DRILLING, BORING, MARKETING, OR REMOVING SAID SUBSTANCES, AS RESERVED BY EDWIN ALBERT WHALEN AND RUTH D. WHALEN, HUSBAND AND WIFE, IN DEEDS RECORDED MAY 26, 1961 IN BOOK 2003, PAGES 246 AND 247 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET FOR THE DEVELOPMENT OR REMOVAL OF SAID SUBSTANCES, AS RESERVED BY AUGUST JOHN FERRO, TRUSTEE UNDER A DECLARATION OF TRUST DATED JUNE 1, 1976 AS TO AN UNDIVIDED ONE-HALF INTEREST IN A DEED RECORDED SEPTEMBER 13, 1977 IN BOOK 4943, PAGE 384 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST AND ROYALTY IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS OF WHATSOEVER NATURE IN, ON AND UNDER SAID LAND TOGETHER WITH ALL INCIDENTAL RIGHTS OF INGRESS AND

EGRESS FOR THE PURPOSE OF DEVELOPING AND MARKETING MINERALS THEREFROM. FOR THE PURPOSE OF EXPLORING FOR, DRILLING, BORING, MARKETING, OR REMOVING SAID SUBSTANCES, AS RESERVED BY AUGUST FERRO MARRIED MAN AND FREDERICK FERRO, A MARRIED MAN, IN A DEED RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP THE SAME AS DEDICATED TO THE CITY OF OXNARD IN THE OWNER'S STATEMENT OF SAID TRACT MAP N. 5644-1.

APNS: 133-0-251-075 THROUGH 133-0-251-115 AND 133-0-260-025 THROUGH 133-0-260-065 AND 133-0-272-215 THROUGH 133-0-272-255 AND 133-0-273-145 THROUGH 133-0-273-185

PARCEL 3:

LOTS 143 THROUGH 162, INCLUSIVE, OF TRACT NO. 5644-3A, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 160 PAGES 28 THROUGH 34, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 7/16THS INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND GOLD IN, UNDER OR THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY HILDA L. ORR, ET. AL. DESCRIBED IN THE DEED RECORDED IN BOOK 524, PAGE 83 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED 1/16THS INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER OR THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY O.R. CLANTON, AS GUARDIAN OF THE ESTATES OF ROBERT KYLE CLANTON, MINORS, ET. AL. DESCRIBED IN THE DEED RECORDED OCTOBER 29, 1937 IN BOOK 542, PAGE 57 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER, INCLUDING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THAT MAY BE PRODUCED FROM THAT PORTION OF SAID LAND RESERVED BY ADDIE M. VICKERS, ET. AL. DESCRIBED IN THE DEED RECORDED JANUARY 29, 1951 IN BOOK 977, PAGE 275 OF OFFICIAL RECORDS, TOGETHER WITH NECESSARY RIGHT OF WAY TO ENTER UPON SAID LAND FOR THE PURPOSE OF DEVELOPING AND MARKETING MINERALS THEREFROM.

ALSO EXCEPTING THE INTEREST EXCEPTED IN THE DEED FROM JOSEPHINE VICKERS SNODGRASS, ET. AL., RECORDED FEBRUARY 8, 1967 AS FOLLOWS:

EXCEPTING ONE-HALF OF GRANTOR'S 5/6THS INTEREST IN AND TO ALL OIL, GAS, HYDROCARBONS AND MINERALS LYING BELOW A DEPTH OF 500 FEET BENEATH THE SURFACE OF SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET.

ALSO EXCEPTING THEREFROM 51% OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS IN, ON AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET FOR THE PURPOSE OF EXPLORING FOR, DRILLING, BORING, MARKETING, OR REMOVING SAID SUBSTANCES, AS RESERVED BY EDWIN ALBERT WHALEN AND RUTH D. WHALEN, HUSBAND AND WIFE, IN DEEDS RECORDED MAY 26, 1961 IN BOOK 2003, PAGES 246 AND 247 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN, ON AND UNDER SAID LAND BUT WITHOUT THE RIGHT OF SURFACE ENTRY OR THE SUBSURFACE TO A DEPTH OF 500 FEET FOR THE DEVELOPMENT OR REMOVAL OF SAID SUBSTANCES, AS RESERVED BY AUGUST JOHN FERRO, TRUSTEE UNDER A DECLARATION OF TRUST DATED JUNE 1, 1976 AS TO AN UNDIVIDED ONE-HALF INTEREST IN A DEED RECORDED SEPTEMBER 13, 1977 IN BOOK 4943, PAGE 384 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST AND ROYALTY IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND OTHER MINERALS OF WHATSOEVER NATURE IN, ON AND UNDER SAID LAND TOGETHER WITH ALL INCIDENTAL RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF DEVELOPING AND MARKETING MINERALS THEREFROM. FOR THE PURPOSE OF EXPLORING FOR, DRILLING, BORING, MARKETING, OR REMOVING SAID SUBSTANCES, AS RESERVED BY AUGUST FERRO, MARRIED MAN AND FREDERICK FERRO, A MARRIED MAN, IN A DEED RECORDED JUNE 16, 1954 IN BOOK 1209, PAGE 182 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND OR TAKEN FROM UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO DEVELOP THE SAME AS DEDICATED TO THE CITY OF OXNARD IN THE OWNER'S STATEMENT OF TRACT NO. 5644-3 IN BOOK 159 PAGES 55 TO 61, INCLUSIVE OF MISCELLANEOUS RECORDS (MAPS), FILED IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY.

APNS: 133-0-243-015 THROUGH 133-0-243-095 AND 133-0-244-015 THROUGH 133-0-244-045 AND 133-0-253-015 THROUGH 133-0-253-085

**CITY OF OXNARD'S CONSENT TO ASSIGNMENT AND
ASSUMPTION OF DEVELOPMENT AGREEMENT**

The City of Oxnard hereby consents to the Assignment and Assumption of Development Agreement by and among Riverpark A, L.L.C., Riverpark B, L.L.C., AGS Land Holdings I, L.P. and elacora Riverpark, LLC dated December 20, 2013.

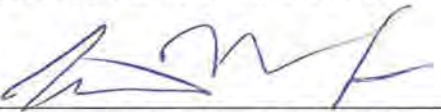
CITY OF OXNARD, a municipal
corporation

By: _____
Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

[illegible]

On _____, 2013, before me, _____, notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

Attachment 3
Page 2 of 2

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

Prepared By: Sabrina Rodriguez

Agenda Item No. S-5

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: March 10, 2014

TO: City Council

FROM: Matthew G. Winegar, Director
Development Services

SUBJECT: Agreement No. 6528-14-DS with Rincon Consultants, Inc.

RECOMMENDATION

That City Council approve an agreement with Rincon Consultants, Inc. in an amount not to exceed \$400,000 for on-call permit processing and planning services (Agreement No. 6528-14-DS).

DISCUSSION

The City issued a Request for Qualifications (RFQ) in November 2013 for on-call permit processing and planning services. Four firms responded, including Rincon Consultants, Inc. (Rincon), and Planning staff seeks to retain three firms for on-call permit processing and planning services. The agreement with Rincon is for a two year period and a not to exceed amount of \$400,000.

The Planning Division has lost three Planners in the last eight months and is currently operating without a Planning Manager, Associate Planner, and Assistant Planner. In addition, the Planning Division currently has only one planning consultant, resulting in a lack of staff resources. Typically, consultants are used on an as needed basis, but at this time contract services are required to maintain the current level of service.

Rincon was selected based on their previous work with the City as well as their breadth and diversity in available staff. Rincon will process planning permits that are above and beyond the typical workload of the Planning Division staff, as well as routine permits that our current staffing levels are not allowing us to process in a timely manner. In addition, where planning and environmental support in other city departments is requested, Rincon is able to provide such services.

It is anticipated that the costs for these services will be fully recovered through planning development application fees or developer deposits. If Rincon Consultants provides services to other departments, the department would be required to pay for the services. On occasion, Rincon may be funded through the general fund, grant funding, or special funds to provide essential functions for the Planning Division, as budget permits.

FINANCIAL IMPACT

The cost of the agreement is not to exceed \$400,000 over two years and will be funded by a combination of Planning fees, developer deposits, and the General Fund.

(MW/sr)

Attachment #1 - Agreement No. 6528-14-DS

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of February, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Principal in Charge

Consultant hereby designates Stephen Svete as its principal-in-charge and person responsible for necessary coordination with Manager.

9. Permits, Licenses, Certificates

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

10. City's Responsibility

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

11. Term of Agreement

This Agreement shall begin on March 18, 2014, and expire on March 18, 2016.

12. Termination

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

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

13. Compensation

- a. City agrees to pay Consultant in an amount not to exceed \$400,000.00 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.
- b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.
- c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.
- d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.
- e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

14. Method of Payment

- a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.
- b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

15. Responsibility for Expenses

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

for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

16. Non-Appropriation of Funds

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

17. Records

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

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

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

18. Maintenance and Inspection of Records

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

19. Confidentiality of Information

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

20. Indemnity

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

21. Insurance

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

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

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

22. Independent Contractor

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

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and

subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

23. Consultant Not Agent

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

24. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

25. Assignability of Agreement

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

26. Successors and Assigns

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

27. Fair Employment Practices

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

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

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

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

28. Force Majeure

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

29. Time of Essence

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

30. Covenants and Conditions

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

31. Governing Law

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

32. Compliance with Laws

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

33. Severability

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

34. Waiver

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

35. Counterparts

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

36. Arbitration

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

37. Expenses of Enforcement

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

38. Authority to Execute

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

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

39. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Rincon Consultants, Inc., 180 North Ashwood Avenue, Ventura, CA 93003, Attention: Stephen Svete, AICP.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Planning Division, 214 South C Street, Oxnard, California 93030, Attention: Ashley Golden.

40. Amendment

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

41. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Stephen Svete, Vice President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Matthew G. Winegar, Development Services
Director

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

Exhibit A
Scope of Services

Consultant will perform on-call planning and technical administrative consulting services for the City, which may include the following:

- a. Process discretionary and ministerial development permits to ensure code compliance and to ensure that timely information is delivered to the decision maker and statutory decision deadlines are met.
- b. Coordinate permit review with appropriate departments, commissions, consultants, and/or outside agencies.
- c. Serve as project manager or staff planner on development projects.
- d. Serve as project manager for technical planning studies and analysis.
- e. Environmental analysis and assignments, including but not limited to: Initial Studies and Mitigated Negative Declarations; and management of consultant's selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's).
- f. Prepare Planning Commission, City Council, Development Advisory Committee, and Development Design Review reports.
- g. Make presentations before the Planning Commission, City Council, outside agencies and boards, and community groups.
- h. Prepare written records and reports of investigation and violations of zoning codes; provide on-site field verification documenting compliance and coordinate enforcement of zoning ordinances through; order the issuance of citations where appropriate
- i. Analyze and update City ordinances.
- j. Perform other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

Exhibit B Compensation

Consultants' fee schedule is based on the time that is charged to projects by Consultant's professional and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for Consultant's personnel.

Professional, Technical, and Support Personnel	
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.*

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 50	Day

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. 6528-14-DS
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

3/14

Attachment 1
Page 13 of 17

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. 6528-14-DS
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

Attachment 1
Page 15 of 17

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Risk Manager****Reference No.6528-14-DS****300 W. Third Street, Suite 302****Oxnard, CA 93030****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed: _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: (_____) _____

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

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 6528-14-DS

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 _____

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

Prepared By: Sabrina Rodriguez

Agenda Item No. S-5

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: March 10, 2014

TO: City Council

FROM: Matthew G. Winegar, Director
Development Services

SUBJECT: Agreement No. 6528-14-DS with Rincon Consultants, Inc.

RECOMMENDATION

That City Council approve an agreement with Rincon Consultants, Inc. in an amount not to exceed \$400,000 for on-call permit processing and planning services (Agreement No. 6528-14-DS).

DISCUSSION

The City issued a Request for Qualifications (RFQ) in November 2013 for on-call permit processing and planning services. Four firms responded, including Rincon Consultants, Inc. (Rincon), and Planning staff seeks to retain three firms for on-call permit processing and planning services. The agreement with Rincon is for a two year period and a not to exceed amount of \$400,000.

The Planning Division has lost three Planners in the last eight months and is currently operating without a Planning Manager, Associate Planner, and Assistant Planner. In addition, the Planning Division currently has only one planning consultant, resulting in a lack of staff resources. Typically, consultants are used on an as needed basis, but at this time contract services are required to maintain the current level of service.

Rincon was selected based on their previous work with the City as well as their breadth and diversity in available staff. Rincon will process planning permits that are above and beyond the typical workload of the Planning Division staff, as well as routine permits that our current staffing levels are not allowing us to process in a timely manner. In addition, where planning and environmental support in other city departments is requested, Rincon is able to provide such services.

It is anticipated that the costs for these services will be fully recovered through planning development application fees or developer deposits. If Rincon Consultants provides services to other departments, the department would be required to pay for the services. On occasion, Rincon may be funded through the general fund, grant funding, or special funds to provide essential functions for the Planning Division, as budget permits.

FINANCIAL IMPACT

The cost of the agreement is not to exceed \$400,000 over two years and will be funded by a combination of Planning fees, developer deposits, and the General Fund.

(MW/sr)

Attachment #1 - Agreement No. 6528-14-DS

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of February, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Rincon Consultants, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Principal in Charge

Consultant hereby designates Stephen Svete as its principal-in-charge and person responsible for necessary coordination with Manager.

9. Permits, Licenses, Certificates

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

10. City's Responsibility

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

11. Term of Agreement

This Agreement shall begin on March 18, 2014, and expire on March 18, 2016.

12. Termination

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

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

13. Compensation

- a. City agrees to pay Consultant in an amount not to exceed \$400,000.00 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.
- b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.
- c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.
- d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.
- e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

14. Method of Payment

- a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.
- b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

15. Responsibility for Expenses

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

for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

16. Non-Appropriation of Funds

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

17. Records

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

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

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

18. Maintenance and Inspection of Records

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

19. Confidentiality of Information

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

20. Indemnity

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

21. Insurance

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

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

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

22. Independent Contractor

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

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and

subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

23. Consultant Not Agent

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

24. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

25. Assignability of Agreement

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

26. Successors and Assigns

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

27. Fair Employment Practices

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

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

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

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

28. Force Majeure

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

29. Time of Essence

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

30. Covenants and Conditions

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

31. Governing Law

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

32. Compliance with Laws

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

33. Severability

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

34. Waiver

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

35. Counterparts

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

36. Arbitration

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

37. Expenses of Enforcement

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

38. Authority to Execute

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

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

39. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Rincon Consultants, Inc., 180 North Ashwood Avenue, Ventura, CA 93003, Attention: Stephen Svete, AICP.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Planning Division, 214 South C Street, Oxnard, California 93030, Attention: Ashley Golden.

40. Amendment

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

41. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Stephen Svete, Vice President

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Matthew G. Winegar, Development Services
Director

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

Exhibit A
Scope of Services

Consultant will perform on-call planning and technical administrative consulting services for the City, which may include the following:

- a. Process discretionary and ministerial development permits to ensure code compliance and to ensure that timely information is delivered to the decision maker and statutory decision deadlines are met.
- b. Coordinate permit review with appropriate departments, commissions, consultants, and/or outside agencies.
- c. Serve as project manager or staff planner on development projects.
- d. Serve as project manager for technical planning studies and analysis.
- e. Environmental analysis and assignments, including but not limited to: Initial Studies and Mitigated Negative Declarations; and management of consultant's selected to prepare Environmental Impact Reports (EIR's) and/or Environmental Impact Statements (EIS's).
- f. Prepare Planning Commission, City Council, Development Advisory Committee, and Development Design Review reports.
- g. Make presentations before the Planning Commission, City Council, outside agencies and boards, and community groups.
- h. Prepare written records and reports of investigation and violations of zoning codes; provide on-site field verification documenting compliance and coordinate enforcement of zoning ordinances through; order the issuance of citations where appropriate
- i. Analyze and update City ordinances.
- j. Perform other services as assigned and directed by the Planning Manager and/or Development Services Director related to other City activities or departments.

Exhibit B Compensation

Consultants' fee schedule is based on the time that is charged to projects by Consultant's professional and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for Consultant's personnel.

Professional, Technical, and Support Personnel	
Principal II	\$ 210/hour
Principal I	\$ 180/hour
Senior Supervisor II	\$ 160/hour
Supervisor I	\$ 145/hour
Senior Staff II	\$ 135/hour
Senior Staff I	\$ 120/hour
Professional Staff Analyst III	\$ 105/hour
Professional Staff Analyst II	\$ 95/hour
Professional Staff Analyst I	\$ 85/hour
Environmental Technician	\$ 60/hour
Environmental Field Aide	\$ 55/hour
Senior GIS Specialist	\$ 105/hour
GIS Specialist/CAD Specialist	\$ 85/hour
Graphic Designer	\$ 75/hour
Technical Editor	\$ 85/hour
Clerical/Administrative Support Staff	\$ 65/hour
Production Technician	\$ 65/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. *Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
2. *Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.*

Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 50	Day

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. 6528-14-DS
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

3/14

Attachment 1
Page 13 of 17

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. 6528-14-DS
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

Attachment 1
Page 15 of 17

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE**GENERAL LIABILITY**☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No.6528-14-DS

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed: _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 6528-14-DS

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 _____



Meeting Date: 3/25/2014

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

Prepared By: Cynthia Daniels *CD* Agenda Item No. *5-6*Reviewed By: City Manager *JEP* City Attorney *SMF* Finance *JC* Other *Winegar* *W*

DATE: March 12, 2014

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department *Cynthia Daniels*SUBJECT: Fund Transfer Agreement with State of California and Budget Appropriation for
"Oxnard Corridor Community Transportation Improvement Plan" Project**RECOMMENDATION**

That City Council authorize the City Manager to:

1. Execute the fund transfer agreement with the State of California in the amount of \$250,000 (Agreement A-7664).
2. Appropriate \$277,770 to the Oxnard Corridor Community Transportation Improvement Plan (OCCTIP) project from a \$250,000 state grant and \$27,770 from the Air Pollution Buy-Down fund balance as the local match upon approval of the agreement by the State of California.

DISCUSSION

On March 26, 2013, City Council authorized the Planning Division to apply for a California Department of Transportation (Caltrans) competitive community planning grant to "re-vision and re-purpose" Oxnard Boulevard and portions of Fifth Street and Vineyard Avenue that were previously Caltrans highways, collectively referred to as the "Oxnard Corridor." On September 20, 2013, Caltrans notified the City that the OCCTIP proposal was awarded one of six very competitive grants for \$250,000. The grant will reimburse the City for expenses for staff time, community outreach, and engineering and design consultants. The grant must be expended by February 2016 and would be matched with \$27,770 from the Air Pollution Buy-Down fund.

OCCTIP is an opportunity to rethink and rebuild the City's main nine-mile north-south corridor as a transit-oriented, bicycle- and pedestrian-friendly, attractive main street and namesake identity. As part of the planning process, the City will be seeking extensive public input at a series of workshops to be announced later. The OCCTIP proposes an overall advisory group and four localized neighborhood advisory groups for the north, La Colonia, downtown, and south-of-Five Points segments.

Special Budget Appropriation Rice/101 Budget
March 12, 2014
Page 2

FINANCIAL IMPACT

The request for appropriations is \$277,770 including a \$250,000 state community planning grant and a \$27,770 match from the Air Pollution Buy-Down fund balance.

CD
Attachment #1 - Fund Transfer Agreement A-7664

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the City of Oxnard, Development Services Department, herein after referred to as AGENCY, will commence on **February 28, 2014**, or approval by CALTRANS, whichever occurs later. This FTA is of no effect unless approved by CALTRANS. Agency shall not receive payment for work performed prior to approval of the FTA and before receipt of notice to proceed by the CALTRANS Contract Manager. This FTA shall expire on **February 27, 2016**.

RECITALS

1. Under this FTA, CALTRANS is conveying State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY.
2. AGENCY has agreed to implement the "**Oxnard Corridor Community Transportation Improvement Plan (OCCTIP)**," hereinafter the Project, subject to the terms and conditions of this FTA. The Scope of Work and Project Timeline for the "**Oxnard Corridor Community Transportation Improvement Plan (OCCTIP)**" is attached hereto as **Attachment II**.
3. The resolution authorizing AGENCY to execute this FTA pertaining to the above described Project is attached hereto as **Attachment I**.
4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be State and AGENCY laws and regulations respectively.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
SHA	State	\$250,000.00

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the provisions of this FTA.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

1. Notification of Parties

- a. AGENCY's Project Manager is Matthew G. Winegar (805) 385-8156.
- b. CALTRANS' Contract Manager is Jonathan Palacio (213) 897-3747.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

City of Oxnard, Development Services Department
Attention: Matthew G. Winegar, Project Manager
Service Center, 214 South C Street
Oxnard, CA 93030

California Department of Transportation
D7, Division of Planning & Local Assistance
Attention: Jonathan Palacio, Contract Manager
100 South Main St.
Los Angeles, CA 90012

2. Period of Performance

- a. Reimbursable work under this FTA shall begin no earlier than on **February 28, 2014**, contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this FTA by the CALTRANS Contract Manager, and will expire on **February 27, 2016**.

- b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

3. Changes in Terms/Amendments

This FTA may only be amended or modified by mutual written agreement of the parties.

4. Cost Limitation

- a. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed **\$250,000.00**.
- b. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

5. Termination

- a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.
- b. In the event of termination for convenience, CALTRANS will reimburse AGENCY for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this FTA. Failure to submit invoices within this period may result in a waiver by AGENCY of its right to reimbursement of expended costs.

6. Budget Contingency Clause

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this FTA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this FTA.

- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the option to either terminate this Agreement with no liability occurring to CALTRANS, or offer a FTA Amendment to AGENCY to reflect the reduced amount.

7. Payment and Invoicing

- a. The method of payment for this FTA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in Section II - Cost Principals, Item 9 d. The total cost shall not exceed the cost reimbursement limitation set forth in Section II - Cost Limitations, Item 4. a. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this FTA, as agreed between CALTRANS and AGENCY.
- b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this FTA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub- recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm
Also see website for summary of travel reimbursement rules.
- d. AGENCY shall submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the CALTRANS' Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in Section II - Notification of Parties, Item 1.c.
- e. Invoices shall include the following information:
 - 1) Names of the AGENCY personnel performing work
 - 2) Dates and times of project work

- 3) Locations of project work
 - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - 5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this FTA for material breach per Section II - Termination, Item 5.
 - g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.
 - h. The FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in Attachment II and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

8. Local Match Funds

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this FTA.
- b. AGENCY agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in Attachment II. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Environmental Justice and Community-Based Transportation Planning Handbook located at the Office of Community Planning website:
http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

9. Cost Principles

- a. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part

225 (formerly Office of Management and Budget Circular A-87), Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- b. AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS an Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. Americans with Disabilities Act

By signing this FTA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this FTA. It is understood and agreed that AGENCY, its officers, employees,

agents, or subcontractors shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or subcontractors under this FTA.

12. Non-Discrimination

- a. During the performance of this FTA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.
- b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Retention of Records/Audits

- a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished

by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this FTA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

- b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this FTA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.
- c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this FTA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

14. Disputes

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS's final decision regarding the dispute.

- b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.

15. Third-Party Contracts

- a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. AGENCY may use its own procurement procedures as long as the procedures are consistent with the local AGENCY's laws, rules, and ordinances governing procurement. These procurements must also be consistent with all applicable provisions of state law requiring that the AGENCY obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 15, Third Party Contracts. The LAPM can be found and the following link:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.
- c. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.
- d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services exceeding five thousand dollars (\$5,000). AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.

- f. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to Section II - Payments and Invoicing, Item 7c.

16. Drug-Free Workplace Certification

By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

17. Relationship of Parties

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

18. State-Owned Data

- a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the CALTRANS Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. AGENCY agrees to use the State-owned data only for State purposes under this FTA.

- c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

19. Project Close Out/Final Product

- a. AGENCY will provide four (4) copies and four (4) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.
- b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.

SECTION III

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. AGENCY Resolution
- II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF OXNARD
DEVELOPMENT SERVICES DEPARTMENT

By: _____

By: _____

Title: Contract Officer

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

APPROVED AS TO FORM:



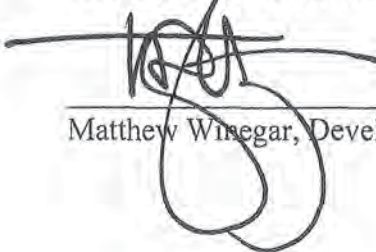
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services Director

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,310

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF A GRANT APPLICATION BY THE CITY MANAGER FOR A COMMUNITY-BASED TRANSPORTATION PLANNING GRANT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE OXNARD CORRIDOR COMMUNITY TRANSPORTATION IMPROVEMENT PLAN (OCCTIP)

WHEREAS, the City Council of the City of Oxnard is eligible to receive Federal and/or State funding for certain transportation planning through the California Department of Transportation; and

WHEREAS, the California Transportation Commission approved relinquishment of segments of State Highway 1, Oxnard Boulevard, State Highway 34, Vineyard Avenue, and State Highway 232, Fifth Street that are within the City limits to the City of Oxnard, effective March 5, 2013; and

WHEREAS, Oxnard Boulevard is the major North-South corridor of the City extending for approximately 7.5 miles, and the 0.5 mile Vineyard Avenue segment and one the mile Fifth Street segment are functionally part of, critical to, and included with the Oxnard Boulevard Corridor; and

WHEREAS, said Oxnard Corridor can be divided into eight planning segments wherein each segment has a variety of opportunities and constraints for improved levels of service, aesthetic and landscaping improvements, intelligent transportation system management, high-volume transit service, transit-oriented development, parking, pedestrian and bicycle safety, and quality of life improvements that can be identified by a community-based planning effort; and

WHEREAS, the City of Oxnard has long-established officially designated neighborhood organizations, a neighborhood outreach program within the City Manager's office, and a close working relationship with the business community and Oxnard Chamber of Commerce that will foster community-based transportation planning; and

WHEREAS, the City has incorporated in the 2030 General Plan several arterial and downtown business district capital improvements that can now be considered for implementation in conjunction with the proposed OCCTIP with the relinquishment of the State Highway 1, Oxnard Boulevard, State Highway 34, Vineyard Avenue, and State Highway 232, Fifth Street state highway segments; and

WHEREAS, the Oxnard Transit Center is located at the midpoint of the Oxnard Corridor and provides regional rail and bus services to Oxnard residents, visitors, and businesses; and

WHEREAS, the City of Oxnard is a member organization of Gold Coast Transit, the joint powers local bus provider to Oxnard and West Ventura County, and routinely integrates transit service planning with public and private development reviews and capital projects; and

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Page 2

WHEREAS, the Oxnard Corridor has numerous development opportunities for mixed-use and commercial developments and the certified 2006-2014 Housing Element designates 17 specific sites for affordable housing along the Oxnard Corridor eligible for density bonuses; and

WHEREAS, the northern portion of the Oxnard Corridor is within the California Department of Housing and Community Development (HCD)-designated North Oxnard Communities Catalyst Project and, by this designation, is to receive special consideration for State grants and funding that further the goals and objectives of the HCD catalyst program; and

WHEREAS, the Development Services Department has requested that City Council approve the submittal of an application to the California Department of Transportation for up to \$300,000 in Community-Based Transportation Planning grant funds, to be used for coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system, specifically for development of the Oxnard Corridor Community Transportation Improvement Plan; and

WHEREAS, if awarded the grant, an executed Fund Transfer Agreement with the California Department of Transportation is required before awarded grant funds can be claimed through the 2013-2014 Community-Based Transportation Planning grant program; and

WHEREAS, the City Council designates and authorizes the City Manager, or her designee, to execute grant agreements and subsequent amendments thereto; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system, specifically for development of the Oxnard Corridor Community Transportation Improvement Plan. 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 Development Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 26th day of March, 2013, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald and Padilla.

NOES: None.

ABSENT: None.

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Page 3



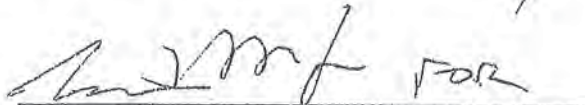
Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CCR02.WP6

SCOPE OF WORK

OXNARD CORRIDOR COMMUNITY TRANSPORTATION IMPROVEMENT PLAN (OCCTIP)

INTRODUCTION

Oxnard Boulevard and the intersecting short segments of Vineyard Avenue and Fifth Street (together called the "Corridor") function as the nine-mile "main street" that defines the City of Oxnard. The Corridor averages more than 40,000 daily trips that range from local shopping to regional truck traffic. With the relinquishment of these State highways to the City of Oxnard, the proposed OCCTIP scope of work is designed to plan the Corridor's reconfiguration from State highways to complete city streets and become and even better and safer, attractive, transit-oriented development business corridor.

Listed below are the OCCTIP Responsible Parties, Objectives, Tasks, and Deliverables.

RESPONSIBLE PARTIES

The Development Services Department (DSD) is the lead City agency that includes Planning, Building and Engineering, and Transportation Planning. Police, Fire, Public Works, Information Services/GIS, the City Manager's Public Information Office, and Gold Coast Transit will participate in all tasks as needed. Oxnard is a full-service City with a successful record of working with Caltrans grants to reconstruct three of the four Ventura Freeway/101 intersections within City limits (Oxnard Boulevard, Rice Avenue, and Rose Avenues) and has approved Caltrans plans for the reconstruction of the fourth intersection, Del Norte Boulevard.

OVERALL PROJECT OBJECTIVES

- Inspect and inventory immediate safety problems, especially along the UPRR line.
- Identify, with community engagement, issues and opportunities along each Segment.
- Reconfigure lanes and medians to allow two-way transit service and bus stops.
- Develop a Corridor design, signage, furniture, and landscape program.
- Complete and upgrade ADA-compliant sidewalks, lighting, and street crossings.
- Add, improve, and connect bicycle lanes and multiuse paths.
- Replace and add landscaping that treats storm water and minimizes water use.
- Complete the Camino del Sol street UPRR crossing to connect to Oxnard Boulevard.
- Fully integrate Corridor signals into the City's Intelligent Transportation System (ITS).
- Improve, or at a minimum, do not reduce existing intersection levels of service (LOS).
- Implement relevant policies of the Oxnard 2030 General Plan.
- Implement policies of the HCD-recognized North Oxnard Communities Catalyst Project.
- Implement relevant programs in the certified 2006-2014 Oxnard Housing Element.
- Be consistent with county and regional transportation plans and SB 375 strategies.

1.0 PROJECT INITIATION

Task 1.1: Project Kick-off Meeting

- Lead City staff will hold a kick-off meeting **with Caltrans staff** to discuss grant procedures and expectations including invoicing, quarterly reporting, and other relevant information. Staff to document.
- Responsible Party: City

Task 1.2: Staff Coordination

- Monthly project team meetings with consultants to ensure good communication on tasks in progress and pending and review budget and timing. **Include Caltrans at each meeting.**
- Responsible Party: City

Task 1.3: RFP for Consultant Services

- Prepare RFP and conduct a Caltrans-approved RFP process to select and contract a qualified community engagement, transportation, and transit planning consultant. **Provide Caltrans with the City's procurement procedures.**
- Responsible Party: City

Task 1.4: Survey and Document Existing Corridor Conditions

- Review existing City GIS data and aerial and street photography to identify existing pavement condition; lane configuration; and sidewalk, lighting, crossing, and bicycle conditions for each Segment. Identify preliminary opportunities and constraints.
- Compile traffic counts, land use, housing and population profiles, and businesses profiles for adjoining neighborhoods along each OCCTIP Segment.
- Review the 2030 General Plan and relevant City, County, and regional plans, policies, practices to establish design and performance standards for each Segment.
- Identify Gold Coast Transit service standards and bus stop criteria.
- **Consult with Caltrans as to their records and relevant information.**
- Responsible Party: Consultant

Task	Deliverables
1.1	Kick off meeting minutes
1.2	Minutes of monthly coordination meetings
1.3	RFP and fully-executed Consultant Agreement, City of Oxnard Procurement policies and procedures
1.4	OCCTIP Existing Conditions Report

2.0 OUTREACH AND COMMUNITY INVOLVEMENT

Note: All meeting notices will be published in newspapers per City policies and advertised on the City's Time-Warner cable channel. Notices will be in English and Spanish. Simultaneous Spanish translation and sign language used per guidance from PIO. All workshops documented.

Community Workshops: Existing Conditions

Consultant, with support from City DSD and Gold Coast Transit, will conduct five introductory workshops as shown below in Tasks 2.1.1 to 2.1.5. At each of the five workshops, consultants and staff present key findings gathered from the OCCTIP corridor Existing Conditions Report for the entire area, and then in more detail for each segment in Tasks 2.1.2 to 2.1.5. Resident, business, school district, and Caltrans review and engagement is invited, opportunities and constraints listed and discussed. One or two local community representative(s) will be asked to continue to work with the consultant in Tasks 3.1 and 3.2.

Task 2.1.1: Entire OCCTIP area for invited Overall Stakeholders, **including Caltrans.**

Task 2.1.2: Segments 1, 2, and 7 (north of Gonzales Road to Highway 101)

Task 2.1.3: Segment 3 (includes La Colonia, a largely-Spanish speaking neighborhood)

Task 2.1.4: Segments 4 and 8 (Downtown and Fifth Street)

Task 2.1.5: Segments 5 and 6 (from Downtown to Pleasant Valley Road)

- Responsible Party: Consultant, with City PIO and staff support. Spanish translation to be provided by the City's contract translators. Workshops may be recorded for rebroadcast on City Cable.
- Meetings would be held in City facilities at no or nominal costs: City Council Chambers, Library community rooms, Colonia Senior Center, Civic Center community room, Performing Arts Center, and numerous public school cafeterias and auditoriums.

Community Workshops/Charrettes: Initial Design Concepts

In five public workshops similar to Tasks 2.1.1 to 2.1.5, consultant presents initial OCCTIP corridor and Segment-specific design concepts in workshops where the attendees can express preferences for street configuration, street furniture, lighting, signage, landscaping, and offer other initial proposals.

Task 2.2.1: Entire OCCTIP area for invited Overall Stakeholders, **including Caltrans.**

Task 2.2.2: Segments 1, 2, and 7 (north of Gonzales Road to Highway 101)

Task 2.2.3: Segment 3 (includes La Colonia, a largely-Spanish speaking neighborhood)

Task 2.2.4: Segments 4 and 8 (Downtown and Fifth Street)

Task 2.2.5: Segments 5 and 6 (from Downtown to Pleasant Valley Road)

- Responsible Party: Consultant, with City PIO and staff support. Spanish translation to be provided by the City's contract translators. Workshops may be recorded for rebroadcast on City Cable.

- Meetings would be held in City facilities at no or nominal costs: City Council Chambers, Library community rooms, Colonia Senior Center, Civic Center community room, Performing Arts Center, and numerous public school cafeterias and auditoriums.

Community Workshops: Draft OCCTIP Presentation

In five public workshops similar to Tasks 2.1.1 to 2.1.5, consultant presents the Draft OCCTIP with segment-specific reconfiguration and design plans and solicits feedback to the Draft OCCTIP (prepared in Task 3.3), leading to preparation of the Final OCCTIP (Task 3.4).

Task 2.3.1: Entire OCCTIP area for invited Overall Stakeholders, **including Caltrans.**

Task 2.3.2: Segments 1, 2, and 7 (north of Gonzales Road to Highway 101)

Task 2.3.3: Segment 3 (includes La Colonia, a largely-Spanish speaking neighborhood)

Task 2.3.4: Segments 4 and 8 (Downtown and Fifth Street)

Task 2.3.5: Segments 5 and 6 (from Downtown to Pleasant Valley Road)

- Responsible Party: Consultant, with City PIO and staff support. Spanish translation to be provided by the City's contract translators. Workshops may be recorded for rebroadcast on City Cable.
- Meetings would be held in City facilities at no or nominal costs: City Council Chambers, Library community rooms, Colonia Senior Center, Civic Center community room, Performing Arts Center, and numerous public school cafeterias and auditoriums.

Task	Deliverables
2.1.1	notices and ads, presentation, photos, workshop summary notes
2.1.2	notices and ads, presentation, photos, workshop summary notes
2.1.3	notices and ads, presentation, photos, workshop summary notes
2.1.4	notices and ads, presentation, photos, workshop summary notes
2.1.5	notices and ads, presentation, photos, workshop summary notes
2.2.1	notices and ads, presentation, photos, workshop summary notes
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2.3.1	notices and ads, presentation, photos, workshop summary notes
2.3.2	notices and ads, presentation, photos, workshop summary notes
2.3.3	notices and ads, presentation, photos, workshop summary notes
2.3.4	notices and ads, presentation, photos, workshop summary notes
2.3.5	notices and ads, presentation, photos, workshop summary notes

3.0. DEVELOPMENT OF OXNARD COMMUNITY CORRIDOR TRANSPORTATION IMPROVEMENT PLAN

Task 3.1: Develop Preferred Preliminary OCCTIP and Segment Concepts

- Based on the OCCTIP Existing Conditions Report and the community and Caltrans engagement from Workshop #1, Consultant will develop a Preferred Preliminary OCCTIP and Segment-specific Concepts with ROW and lane reconfiguration and streetscape design objectives and guidelines. The concept document will include street improvements plans, cross sections, design templates, and photos of existing similar installations.
- Responsible Party: Consultant

Task 3.2: Develop Alternative OCCTIP and Segment Concepts

- Based on the OCCTIP Existing Conditions Report and the community and Caltrans engagement from Workshop #1, consultant will prepare two Alternative OCCTIP and Segment-specific Concepts that capture suggestions by the community that differ from the preferred OCCTIP and Segment Concepts. The alternatives will include street improvements plans, cross sections, design templates, and photos of existing similar installations.
- Responsible Party: Consultant

Task 3.3: Prepare Draft OCCTIP and Segment Concepts

- After a public review period and additional community and Caltrans engagement and feedback in Workshops #2, consultant will prepare a Draft Corridor TIP that is responsive to community input. Consultant will prepare and circulate written explanations of community suggestions that were not incorporated in the Draft Corridor TIP.
- Responsible Party: Consultant

Task 3.4: Identify Potential Funding Sources

- Review, identify, and report potential funding sources and priorities for implementation of the OCCTIP. **Ensure that Caltrans is included in the task.**
- Responsible Party: Consultant

Task 3.5: Presentations to the Transportation Policy Committee and Planning Commission

- Prepare and present to the City Council Transportation Policy Committee a summary of the OCCTIP existing conditions, planning process, community input, alternatives considered, and the components of the OCC TIP, each segment, and potential funding sources. **Ensure that Caltrans is invited to the presentations.** Document public and Committee member comments.
- Prepare and present to the Planning Commission a summary of the OCCTIP existing conditions and planning process, community input, alternatives considered, and the components of the Draft OCCTIP, each segment, and potential funding sources. **Ensure that Caltrans is invited to the presentations.** Document all comments.
- Responsible Party: Consultant

Task 3.6: Prepare Final OCCTIP

- After a public review period, public comments, and feedback from the Transportation Policy Committee and the Planning Commission, Consultant will prepare a Final OCCTIP prepare and circulate written explanations of suggestions that were not incorporated in the Final Corridor TIP. **Ensure that Caltrans receives the document and a briefing, if requested.**
- Responsible Party: Consultant

Task 3.7: Adoption of Final OCCTIP

Note: Under separate City funding, the City will prepare appropriate CEQA review. The City maintains its own Oxnard Traffic Model that will be used for citywide model runs reflecting the implementation of the Draft and Final OCCTIP and can test various proposals during earlier tasks. The application of uniformly applied construction and operational mitigations should result in a mitigated negative declaration and find consistency with the 2030 General Plan and relevant regional transportation plans and SB375 goals and policies.

- **Notify Caltrans of each event and provide Caltrans with all relevant documents.**
- After a public review period, schedule the Final OCCTIP (and CEQA documentation funded separately) with the City Council Transportation Policy Committee for review.
- After a public review period, schedule the Final OCCTIP (and CEQA documentation funded separately) with the Planning Commission for a recommendation of City Council adoption and certification, respectively.
- After a public review period, schedule the Final OCCTIP and CEQA documentation with the City Council for adoption and certification, respectively.
- Responsible Party: DSD and Consultant

Task	Deliverables
3.1	Preferred Preliminary OCCTIP and Segment Concepts
3.2	Alternative OCCTIP and Segment Concepts
3.3	Draft OCCTIP Explanations of suggestions not incorporated
3.4	Potential Funding Sources Report
3.5	Summary of existing conditions, planning process, public input, and alternatives City Council Transportation Policy Committee comments Planning Commission hearing comments
3.6	Final OCCTIP Explanations of suggestions not incorporated
3.7	Transportation Policy Committee minutes Planning Commission documents, minutes, ads, etc. City Council documents, minutes, ads, etc.

4.0 FISCAL MANAGEMENT

Note: less than five percent of the requested grant is budgeted for fiscal management.

Task 4.1: Project Invoicing

- Submit complete invoice packages to **Caltrans District** staff based on milestone completion, at least quarterly, but no more than monthly.
- Responsible Party: City

Task 4.2: Quarterly Reports

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: City

Task	Deliverables
4.1	Invoice Packages
4.2	Quarterly Reports

California Department of Transportation
 Transportation Planning Grants
 Fiscal Year 2013-2014

Project Timeline

City of Oxnard											
OXNARD CORRIDOR COMMUNITY TRANSPORTATION IMPROVEMENT PLAN											
Task Number	Task Title	Responsible Party	Total Cost	Budget Grant Amount	Local Cash Match	F	M	A	M	J	J
						FY 2014/15					
						F	M	A	M	J	J
						FY 2015/16					
						F	M	A	M	J	J
1.0 Project Initiation											
1.1	Project Kick-off Meeting	City	\$ 2,750	\$ 2,500	\$ 250						
1.2	Staff Coordination	City	\$ 2,420	\$ 2,200	\$ 220						
1.3	RFP for Consultant Services	City	\$ 3,300	\$ 3,000	\$ 300						
1.4	Survey and Document Existing Conditions	Consultant	\$ 60,500	\$ 55,000	\$ 5,500						
2.0 Outreach and Community Involvement											
2.1	Workshop #1: Entire OCCTIP corridor invited stakeholders	Consultant	\$ 2,970	\$ 2,700	\$ 270						
2.1.1	Workshop #1: Segments 1, 2, and 7	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.1.2	Workshop #1: Segment 3 (La Colonia)	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.1.3	Workshop #1: Segments 4 and 8 CBD	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.1.4	Workshop #1: Segments 5 and 6	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.1.5	Workshop #2: Entire OCCTIP corridor invited stakeholders	Consultant	\$ 2,970	\$ 2,700	\$ 270						
2.2	Workshop #2: Segments 1, 2, and 7	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.2.1	Workshop #2: Segment 3 (La Colonia)	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.2.2	Workshop #2: Segments 4 and 8 CBD	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.2.3	Workshop #2: Segments 5 and 6	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.2.4	Workshop #3: Entire OCCTIP corridor invited stakeholders	Consultant	\$ 2,970	\$ 2,700	\$ 270						
2.2.5	Workshop #3: Segments 1, 2, and 7	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.3	Workshop #3: Segment 3 (La Colonia)	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.3.1	Workshop #3: Segments 4 and 8 CBD	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.3.2	Workshop #3: Segments 5 and 6	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.3.3	Workshop #3: Segments 1, 2, and 7	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.3.4	Workshop #3: Segments 4 and 8 CBD	Consultant	\$ 2,750	\$ 2,500	\$ 250						
2.3.5	Workshop #3: Segments 5 and 6	Consultant	\$ 2,750	\$ 2,500	\$ 250						
3.0 Development of Community Corridor Transportation Improvement Plan											
3.1	Develop Preferred Preliminary OCCTIP Segment Concepts	Consultant	\$ 55,000	\$ 50,000	\$ 5,000						
3.2	Develop Alternative OCCTIP and Segment Concepts	Consultant	\$ 25,300	\$ 23,000	\$ 2,300						
3.3	Prepare Draft OCCTIP and Segment Concepts	Consultant	\$ 25,300	\$ 23,000	\$ 2,300						
3.4	Identify Potential Funding Sources	Consultant	\$ 8,500	\$ 7,000	\$ 1,500						
3.5	Presentations to the City Council Transportation Policy Committee and Planning Commission	Consultant	\$ 7,500	\$ 6,000	\$ 1,500						
3.6	Prepare Final OCCTIP	Consultant	\$ 27,500	\$ 25,000	\$ 2,500						
3.7	Adoption of Final OCCTIP	City	\$ 5,500	\$ 4,000	\$ 1,500						
4.0 Fiscal Management											
4.1	Project Involving	City	\$ 7,700	\$ 7,000	\$ 700						
4.2	Quarterly Reports	City	\$ 4,590	\$ 4,200	\$ 390						
TOTALS			\$ 277,770	\$ 250,000	\$ 27,770						



Meeting Date: 03/25/14

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. 5-7Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]**DATE:** March 5, 2014**TO:** City Council**FROM:** [Signature] Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT:** Project Specification PW14-12
Non-Scheduled Repairs to Sewer and Storm Drain Systems**RECOMMENDATION**

That City Council approve project Specification PW14-12 for on-call services for non-scheduled repairs to sewer and storm drain systems within the City, and authorize staff to solicit bids for the project.

DISCUSSION

The City's storm water and wastewater collection systems are comprised of approximately 388 miles of storm drain pipes, 425 miles of sewer lines, and 6,000 sewer manholes. Over time, these systems deteriorate due to sewer gases, corrosion, earth movement, root intrusion, poor initial backfill compaction, or other causes. In order to avoid the public health hazards and regulatory fines associated with overflows and spills from the sewer system, as well as to prevent the property damage associated with flooding from the storm drainage system, the City must make prompt repairs when it discovers damage or deterioration to these systems.

City staff currently performs routine inspections and cleaning of both the sewer and storm drain systems, and designs, schedules, bids and constructs large repairs and replacements to these systems through its Capital Improvement Program. When the City discovers damage or deterioration that may lead to imminent overflows, spills or flooding, it utilizes a construction contractor to make timely repairs.

Project Specification PW14-12 provides for non-scheduled repairs to storm drains, sewer lines and appurtenances for Fiscal Year 2014-2015 through Fiscal Year 2016-17 on an "as needed" basis, with the potential to renew the contract for two (2) additional years. The specification was prepared to establish unit costs to cover all aspects of work including equipment, labor, overhead, and materials and is available in the Public Works Contract Procurement Office for review.

Project Specification PW14-12 Non-Scheduled Repairs to Sewer and Storm Drain Systems

March 5, 2014

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FINANCIAL IMPACT

The cost of this contract is not to exceed \$500,000 per year. The initial contract will be for three years and will not exceed \$1,500,000. If the contract is renewed for two additional years, the total contract value will not exceed \$2,500,000. Funds will be requested in the recommended budget for FY 2014-2015 in Wastewater Collection System Operating Account No. 611-6103-847-8308. Future requests for appropriation will be done during the budget process.

Note: A copy of Specification PW14-12 is available for review at the 1060 Pacific Avenue, Building #2, after 8:00 a.m. on Thursday prior to the City Council meeting.



Meeting Date: 03/25/14

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. 5-8Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *AL* Public Works *ld***DATE:** March 12, 2014**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works *[Signature]***SUBJECT:** Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services at Limoneira Farms in Santa Paula (Agreement No. A-7662)**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with Agromin in the amount of \$1,336,400 for yard trimmings and wood waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California for a two-year term from March 26, 2014 through March 25, 2016 (Agreement No. A-7662).

DISCUSSION

The Environmental Resources Division collects approximately 14,000 tons per year of yard trimmings and wood waste from its residential curbside program and 6,000 tons from the self-haulers utilizing the Del Norte Regional Recycling and Transfer Station (Del Norte Facility). At the Del Norte Facility yard trimmings and wood waste is sorted, cleaned to less than 1% contamination and loaded into tractor-trailers and hauled to a permitted green waste compost processing center or a land use applicator. The benefit to Oxnard in recycling green waste material is compliance with waste diversion mandates from the State of California. In addition, recycling green waste promotes water conservation through the use of mulch and compost, and reduces the use of oil-based fertilizers, pesticides and herbicides.

On December 26, 2013, the Public Works Department issued a Request for Proposal (RFP) seeking a firm to receive and recycle yard trimmings and wood waste (green waste) from the City. The RFP was sent to eleven potential service providers. On January 6, 2014, a pre-proposal meeting was held and four firms were in attendance. Two firms submitted proposals before the RFP closing date. Proposals were reviewed by staff of the Environmental Resources Division which determined Agromin to be the most qualified firm based upon the selection criteria.

On February 11, 2014, the City Council received a status report of Agromin's application to Ventura County Conditional Use Permit 5001 to continue outdoor composting operation and installation of an anaerobic digestion system located at 6859 Arnold Road. Based on concerns raised by the City Council that the existing site location for composting operation encroaches and hinders the restoration of the Ormond Beach wetlands, the City will not deliver yard trimmings and wood waste to this location.

Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services at Limoneira Farms in Santa Paula (Agreement No. A-7662)

March 12, 2014

Page 2 of 2

Yard trimmings and wood waste will be transported from the Del Norte Facility to Limoneira Farms. In 2004, Limoneira Farms created a partnership with Agromin to develop a facility on Limoneira's land to receive green waste and convert it to mulch that is spread in Limoneira's orchards to curb erosion, improve water efficiency, reduce weeds, and moderate soil temperatures.

Agromin's proposed per ton fee for residential curbside green waste is \$35.45 per ton for materials that have an average daily contamination rate up to 1%. The rate for materials with an average daily contamination rate of over 1% up to 5% is \$38.70. The rate for materials with an average daily contamination rate of over 5% up to 10% is \$41.95. During the initial two-year term of this Agreement, the Del Norte Facility will receive and clean approximately 28,000 tons of residential curbside green waste to ensure that material transported to Limoneira Farms meets the threshold of less than 1% contamination. The estimated cost for residential curbside green waste is \$992,600 based on 28,000 tons at \$35.45 per ton.

The Del Norte Facility will also receive approximately 12,000 tons of clean green waste from self-haulers during the initial two-year term of this Agreement. Agromin's proposed per ton fee for clean green material generated by self-haulers is \$28.65 per ton. The estimated cost for clean green waste from self-haulers is \$343,800 based on 12,000 tons at \$28.65 per ton. Existing user fees at the Del Norte Facility cover the cost of processing and recycling clean green materials from self-haulers. Through better route management and Materials Recycling Facility (MRF) tipping floor management, some residential and commercial loads may also qualify for this rate, thereby reducing the overall green waste cost to the City.

The Agreement provides extra value to Oxnard residents by providing up to 50,000 complimentary four-quart compost bags at special community events such as Earth Day, America Recycles Day, Strawberry Festival, and workshops hosted by the Environmental Resources Division during the initial two-year term of the Agreement. Compost bags will also be available to customers of the Del Norte Facility. In addition, Agromin will provide soil amendment products to City parks and landscaping areas for a 30% discount from the regular price.

In calendar year 2012, Oxnard staff's public education strategies focused on a citywide residential mail-out to cover 35,000 homes with the focus of keeping yard waste containers contamination free. December's utility bill insert also highlighted the items accepted in the city's yard waste program in English and Spanish and with clear visual indicators. City staff's public outreach activities include public MRF tours, neighborhood council presentations, and school presentations that have provided additional face to face community education opportunities. This comprehensive approach will help the Environmental Resources Division operate more efficiently and control green waste processing costs.

FINANCIAL IMPACT

The estimated total value of Agreement A-7662 is \$1,336,400 over the initial two-year term and is funded by the Solid Waste Enterprise Fund. There are sufficient funds appropriated in the FY 2013-14 Budget in the Solid Waste Enterprise Fund Account Number 631-6316-842-8280 (Solid Waste/Greenwaste Conversion/Contractual/Greenwaste Processing) and second year costs are included in the Budget for FY14-15 as approved by Council.

GD:js

Attachment #1 - Agreement No. A-7662

**AGREEMENT TO RECEIVE YARD TRIMMINGS AND
WOOD WASTE MATERIALS AND PROCESS FOR REUSE**

This Agreement (Agreement) is made and entered into in the County of Ventura, State of California, this 26th day of March, 2014, by and between the City of Oxnard, a municipal corporation (City), and Agromin (Contractor).

WHEREAS, City collects yard trimmings and wood material from residential, commercial and industrial communities and delivers it to the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), 111 South Del Norte Boulevard, Oxnard, California; and,

WHEREAS, the City at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood material and transports this material to Contractor's processing center; and,

WHEREAS, Contractor operates a yard trimmings and wood material processing center at 12390 Telegraph Road, Santa Paula, California for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and,

WHEREAS, City and Contractor wish to enter into an agreement for City to deliver yard waste and wood material to Contractor and Contractor intends to and represents to City that it will process and market or cultivate reusable materials from such yard trimmings and wood waste.

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

1. Definitions

For purposes of the Agreement, the following words shall have the following meanings:

- a. **Yard Trimmings** shall mean and include any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to yard clippings, leaves, tree trimmings, prunings, brush, and weeds.
- b. **Wood Waste** shall mean and include solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.
- c. **Residuals** shall mean non-processable materials left over after the Materials delivered to Contractor by the City are processed and which must be disposed of as waste in a permitted disposal facility. Residuals include paper, plastic, metal, glass, cement, trash or any foreign substance that is not Yard Trimmings or Wood Waste.

d. **Materials** shall mean Yard Trimmings, Wood Waste and Residuals.

e. **Processed Materials** shall mean Yard Trimmings or Wood Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means.

2. Scope of Services

Contractor shall receive, sort, and process Materials, and grind, separate and market or cultivate for agricultural uses the processed Yard Waste in a responsible and effective way. Semi-annually (every six months) Contractor shall perform a Yard Trimmings and Wood Waste characterization study to determine Residual percentages delivered by the City. Contractor shall provide City semi-annual reports on Yard Trimmings and Wood Waste diversion. The reports shall include data such as tons/weight of the type of Yard Trimmings and Wood Waste such as Residential, Commercial, Industrial and Del Norte Facility Materials delivered from City, tons/weight processed for market or agricultural cultivation, and tons/weight of Residuals. Upon the City's request, Contractor shall provide input and assistance toward City's collection and processing of Materials and the education and promotion of residential curbside recycling of Yard Trimmings and Wood Waste. Contractor shall make periodic status reports as needed by City.

Contractor shall provide up to 25,000 bags of four-quart complimentary samples of compost available to Oxnard residents during City special community events such as Earth Day Festival, Amercia Recycles Day and Composting Workshops. Contractor shall provide up to 25,000 bags of compost annually during the term of this Agreement or any renewal pursuant to Section 11. City shall provide Contractor with reasonable notice of the special community events. Contractor shall provide supply of complimentary compost bags for customers at the Del Norte Facility, which is included as part of the 25,000 bags annually during the term of this Agreement.

Contractor shall provide the City soil amendment products for City parks, landscaping, and general services at a 30% discount of the public retail price for such products manufactured and sold by the Contractor.

Upon City's request, Contractor shall advise City on its Materials collection and processing operation and future energy-from-waste technologies at the Del Norte Facility.

3. Delivery of Materials

The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard and surrounding areas at the Del Norte Facility for sorting out Residuals and transporting the Material to the Contractor's processing center located at 12390 Telegraph Road In Santa Paula, California. The City shall deliver clean Yard Trimmings and clean Wood Waste it collects at the Del Norte Facility from permitted haulers and self-haul customers to the Contractor's processing center located at 12390 Telegraph Road in Santa Paula, California. City

and Contractor agree and acknowledge that City delivered Materials contain Residuals, the percentage of which Residuals varies from load to load of Materials.

Contractor shall accept Materials delivered by City from 7:00 am to 5:00 pm Monday through Saturday. Contractor shall provide ample space for City's automated collection trucks and tractor-trailers to enter, unload, maneuver, and exit Contractor's facility. Contractor shall expedite City truck operator's turnaround time in a safe and reasonable manner.

4. Handling of City Residuals

a. Contractor shall be responsible for the cost of containing, hauling and disposing of Residuals processed from Yard Trimmings and Wood Waste delivered by City.

b. The Contractor shall, at its own expense, use its own equipment to contain and transport Residuals to landfill, Del Norte Facility or facility that is permitted to accept Residuals.

c. City shall use its reasonable efforts to minimize and reduce the amount of Residuals sent to Contractor, including public awareness and education, mailers, to its residents and similar notices.

5. Living Wage

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. For the period from the commencement of this Agreement through June 30, 2014, Contractor shall pay each such employee no less than \$14.51 (subject to change on July 1, 2014) 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. On July 1, 2014 and each July 1 thereafter that this Agreement is in effect, Contractor shall adjust the most recent hourly rate 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.

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.

6. Reuse of Yard Trimmings and Wood Waste

Contractor agrees to handle, market or cultivate and otherwise divert from disposal all reusable Yard Trimmings and Wood Waste processed from Materials delivered by City and to store, and handle all Materials in accordance with applicable law, regulations, licenses and permits, and in such a manner so as not to create or maintain any unhealthful or hazardous conditions or conditions that would cause a public or private nuisance.

7. Payment

a. For Materials delivered by City to Contractor containing less than one-percent (1%) Residuals, City agrees to pay a fee of \$35.45 per ton.

b. For Materials delivered by City to Contractor containing one-percent (1%) to five-percent (5%) Residuals, City agrees to pay a fee of \$38.70 per ton.

c. For Materials delivered by City to Contractor containing greater than five-percent (5%) to ten-percent (10%) Residuals, City agrees to pay a fee of \$41.95 per ton.

d. For clean Yard Trimmings or clean Wood Waste delivered by the City to Contractor, City agrees to pay a fee of \$28.65 per ton.

e. Contractor agrees to accept the above referenced fee as full payment for Contractor's services, including the handling of Materials and marketing or cultivating for agricultural purposes of processed Yard Trimmings and Wood Waste as provided in this Agreement. Contractor is responsible for all expenses associated with processing or diversion of the Materials, including Residuals, waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Contractor's equipment caused by processing Materials delivered from City.

f. Contractor shall submit to City a bi-weekly invoice for all Materials delivered by City in the previous two week period, in a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weight ticket number, weight of delivered Materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of Residential Materials, Commercial Materials, and Industrial Materials, and total invoice amount due. City shall pay contractor within 30 days of receipt of an invoice.

g. Contractor shall submit bi-weekly invoices for Materials delivered from City to: City of Oxnard –Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

h. Contractor shall provide City with a completed Request for Taxpayer Identification and Certification as required by the Internal Revenue Service.

8. Measurement

Contractor shall operate, and maintain a scale system at Contractor's facility. If Contractor's facility does not have scales or the scales are inoperable, trucks shall be weighed at the Del Norte Facility or such other certified weigh station as designated by City. Whether Contractor or City is operating or employing the scale, that party shall maintain and make available to the other party the following information: (1) Calendar date; (2) Time of day; (3) Vehicle identification; (4) Type of Materials, such as Residential, Commercial and Industrial; and (5) Total number of tons of each type of Materials delivered to Contractor's facility and accepted by Contractor. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded truck measured at the weight scales described above minus the certified tare weight for each truck. City shall establish the tare weight of each truck. Contractor shall submit to City a copy of the certificate of registration of Contractor's scales issued by the Ventura County Department of Weights and Measures.

9. Processing Materials Revenues

Contractor is responsible for processing all Materials delivered hereunder and contractor is responsible for marketing or cultivating of Yard Trimmings and Wood Waste. Contractor shall receive all revenues from subsequent sales of processed Yard Trimmings and Wood Waste.

10. Term

The term of the Agreement is from March 26, 2014 to March 26, 2016 provided, however, that the Agreement may be extended or terminated as provided herein.

11. Renewal

City and Contractor agree that the Agreement may be renewed for (2) two additional consecutive one year terms upon written approval of both the City and Contractor.

12. Principal in Charge

Contractor hereby designates Bill Camarillo as its principal-in-charge and person responsible for necessary coordination with City.

13. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required in connection with the performance of services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at 12390 Telegraph Road, Santa Paula, California and that all persons or entities with any interest in such property are aware of and have consented to such operations.

14. Independent Contractor

City and Contractor agree that in the performance of services hereunder, Contractor shall be, and is, an independent Contractor, and Contractor and its employees are not employees of City.

Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor. Contractor shall be solely responsible for, and shall save City harmless from, all matter 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.

15. Indemnity

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, contractors and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or missions are the product of active negligence, passive negligence willfulness or acts for which Contractor or its agents, employees, subcontractors, contractors, and other persons acting on Contractor's behalf would be held strictly liable.

16. Insurance

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

17. Time of Essence

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

18. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by contractor without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, or 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 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, handicap, sex, marital status, or age.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that Contractor is an Equal Opportunity-Affirmative Action Employer or that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, handicap, sex, marital status, or age.

d. Contractor shall, if requested to do so by City, certify to City that Contractor has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class and to recruit vigorously and encourage businesses owned by persons in a protected class to bid subcontracts.

e. Contractor shall provide City staff with access to and, upon request by City, 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.

19. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics,

governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

20. Covenants and Conditions

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

21. Governing Law

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

22. 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's Program) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

23. 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.

24. 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.

25. Waiver

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

26. Counterparts

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

27. Assignment

Contractor shall not, without the written consent of the City, assign this Agreement, or any interest therein, or any money due thereunder.

28. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Agromin, 201 Kinetic Drive, Oxnard, California 93030, Attention: Bill Camarillo, Chief Executive Officer.

b. Any notices to City may be delivered personally or by mail to: City of Oxnard – Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

29. Amendment

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

30. Termination

a. This Agreement may be terminated by City if City notifies Contractor, in writing, of City's desire to terminate the Agreement. Such termination shall be effective ninety (90) 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 City, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective ninety (90) 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.

31. 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 Camarillo, Chief Executive Officer
Agromin

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Vasquez-Housley,
Environmental Resources MRF Manager

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

EXHIBIT A

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.

**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-7662
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

ACCORD 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 \$1,000,000 LIMIT 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-7662

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

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

☐ Included in Limits☐ In Addition to Limits

Telephone:

NAMED INSURED

☐ Deductible ☐ Self-Insured

Retention (check which) of \$

with an Aggregate of \$

coverage. ☐ Per Occurrence

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:

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐
☐

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7662

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 _____

SUBMIT IN DUPLICATE

ISSUE DATE (MM/DD/YY)

POLICY INFORMATION:

□ In Addition to Limits

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

OTHER PROVISIONS

☐ OTHER

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

\$_____ per accident, for bodily injury and property damage.

Address:

Telephone: ()

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

AUTHORIZED REPRESENTATIVE

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7662

300 W. Third Street, Suite 302

Oxnard, CA 93030

☐ 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 _____