

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

April 8, 2014

4:30 P.M. – Closed Session

5:00 P.M. – Strategic Budget Priorities

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 5, Item Nos. C1, for description of the closed session item)

K. REPORTS - 5:00 P.M.

Finance Department

1. SUBJECT: Strategic Budget Priorities. (001)

RECOMMENDATION: Receive a report and provide direction on strategic budget priorities (SBP) and the budget development calendar for Fiscal Year 2014-15.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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.

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**H. INFORMATION/CONSENT PUBLIC HEARINGS****I. PUBLIC HEARINGS – 6:15 P.M.****Housing Department**

1. **SUBJECT:** Public Hearing for Issuance of Multifamily Housing Revenue Bonds for Las Cortes, located at the north-east corner of Marquita Avenue and First Street in Oxnard.

RECOMMENDATION: - Continued to April 22nd, 2014.

Legislative Body: CC

Contact: Karl Lawson

Phone: 385-7893

J. APPOINTMENT ITEMS - 6:30 P.M.

1. **SUBJECT:** Presentation of 211 of Ventura County Annual Report.

Housing Department

2. **SUBJECT:** Terraza De Las Cortes Multifamily Housing Project located at 201, 225, 235, 245 and 255 Carmelita Court, Oxnard, California. (007)

RECOMMENDATION: 1) Adopt a resolution authorizing the issuance of multifamily housing revenue bonds in an aggregate principal amount not to exceed \$11,000,000.00 for the purpose of financing the acquisition, construction, rehabilitation and development of Terraza De Las Cortes, approving and authorizing the execution and delivery of any and all documents necessary to issue bonds and implement this resolution, and ratifying and approving any action heretofore taken in connection with the bonds; and 2) Adopt a resolution approving Terraza De Las Cortes Affordable Housing Development and authorizing its Housing Director or designee to execute and take all needed actions in consultation with Authority's general counsel relative to entering into an amended and restated agreement of limited partnership, development agreement, guaranty agreement, pledge and security agreement, indemnity agreement, management agreement, right of first refusal/option agreement, leases and any other agreements for the purpose of developing, maintaining and operating the Terraza De Las Cortes Affordable Housing Project.

Legislative Body: HA

Contact: Ruth Johnson Hopkins

Phone: 385-7404

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. **SUBJECT:** Update on the Status of Relocation of Tenants Living at the Courts, approximately 28 Acres East of Marquita Street and North of First Street and Approximately 4 Acres of City Parkland to the North of The Courts.

RECOMMENDATION: Receive and consider verbal report.

Legislative Body: CC

Contact: Karen Burnham

Phone: 385-7430

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

1. **SUBJECT:** Update and Provide Status Report to City Councilmembers on Process of a One-Stop Shop (Mayor Flynn)
2. **SUBJECT:** Consideration and Discussion of Proposals from City Council Procedures Committee (Attachment 1). (Mayor Flynn) (011)
3. **SUBJECT:** Discussion on Setting Compensation for City Manager Position. (Mayor Flynn)

C. CLOSED SESSION - (Please see page 6, for Item Nos. C2, C3 and C4, description of closed session items)

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for March 4 and 18, 2014; and Minutes of the Special Meeting of the Oxnard City Council for March 19, 2014; Minutes of the Regular Meetings of the Oxnard Housing Authority for March 18 and 25, 2014. (013)
RECOMMENDATION: Approve.
Legislative Body: CC/HA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (029)
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: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for PW13-05 Alley Reconstruction Project. (035)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Toro Enterprises, Inc. (A-7665) in the amount of \$591,280.00 for the Alley Reconstruction Project for four locations and authorize the purchasing agent to execute the contract upon receipt of final documents.
Legislative Body: CC Contact: Patricia Friend Phone: 385-7821

Fire Department

4. SUBJECT: Purchase Order with Pierce Manufacturing, Inc. (097)
RECOMMENDATION: Approve and authorize the Mayor to execute a purchase order with Pierce Manufacturing, Inc., in the amount of \$640,846, for the purchase of one fire engine for Fire Station #8.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708
5. SUBJECT: Authorization to Apply for Grant from the Federal Emergency Management Agency Assistance to Firefighters Grant – Fire Prevention and Safety Grant in the Amount of \$213,750. (099)
RECOMMENDATION: 1) The Fire Chief to submit an application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$213,750; 2) The City Manager to execute the grant agreement if grants funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

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6. **SUBJECT:** Mutual Aid Agreement with Navy Region Southwest Fire & Emergency Services. (103)
RECOMMENDATION: Authorize the Mayor to sign a mutual aid agreement to provide services upon request to the Navy Region Southwest Fire & Emergency Services.
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708
7. **SUBJECT:** Recognize Revenue and Appropriate Funds for the 2013 Emergency Management Performance Grant (EMPG). (111)
RECOMMENDATION: Approve a Special Budget Appropriation to Recognize Revenue and Appropriate Funds in the amount of \$46,086 from the 2013 Emergency Management Performance Grant (EMPG).
Legislative Body: CC Contact: Susan Duenas Phone: 385- 7717

Human Resources Department

8. **SUBJECT:** Inclusion of Clarifying Language in the Oxnard Public Safety Managers' Association (Fire Unit). (115)
RECOMMENDATION: Ratify and approve the inclusion of the clarifying language into the Oxnard Public Safety Managers' Association's (Fire Unit) collective bargaining agreement.
Legislative Body: CC Contact: Michelle Tellez Phone: 385-7590

Police Department

9. **SUBJECT:** First Amendment to Lease for Police Storefront at 365 E. Esplanade #201 (District 1 Office). (123)
RECOMMENDATION: Ratify the First Amendment to the Lease Agreement with the Duesenberg Investment Company LLC (5312-10-PO) which extends the term three years for a total term of six years.
Legislative Body: CC Contact: Cliff Waer Phone: 385-7490

C. CLOSED SESSION - Continued from Page 1 and 3.

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**
CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard v. Viola Construction, Inc., et al., Ventura County Superior Court, Case No. 56-2012-00412257-CU-BC-VTA

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

2. CONFERENCE WITH LABOR NEGOTIATOR.

CC (Government Code section 54957.6(a))

City's Designated Representative: Fred Freeman, Bob Murray & Associates.

Unrepresented Employee: City Manager

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to provide instructions to the City's negotiator.

3. PUBLIC EMPLOYMENT.

CC (Government Code section 54957 (b)(1))

Title: City Manager

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception pertaining to public employment to consider the finalist for the position of City Manager.

4. PUBLIC EMPLOYEE APPOINTMENT.

CC (Government Code section 54957 (b)(1))

Title: City Manager

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception pertaining to appointment of a public employee. The purpose of the closed session is to discuss potential appointment of a City Manager.

T. ADJOURNMENT



Meeting Date: 4 / 8 / 14

ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☒ Appointment Item 5:00 p.m.

Prepared By: James Cameron

Agenda Item No. K-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: April 2, 2014

TO: City Council

FROM: James Cameron

Chief Financial Officer

SUBJECT: Strategic Budget Priorities

RECOMMENDATION

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

DISCUSSION

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

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

The April 2013 workshop resulted in four priorities:

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

The SBPs are attached for Council consideration. In addition to affirming the priority statements and related objectives and strategies, Council is asked determine if an objective or strategy is of immediate importance (short-term) or to be addressed in the future (mid-term or long-term).

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

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

FINANCIAL IMPACT

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

Attachment: Strategic Budget Priorities

Strategic Budget Priorities Objectives & Strategies

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

Identify the needs of the community and the uniqueness of Oxnard

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

Prepare an annual budget that balances available resources and community needs

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

Monitor and evaluate the effective use of resources

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

Strategic Budget Priorities Objectives & Strategies

Priority: Promote Community Safety

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

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

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

- Establish a safe housing collaborative

Improve the lives of our youth

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

Strategic Budget Priorities Objectives & Strategies

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

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

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

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

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

Cultivate an educated work force

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

Foster broad-based economic development

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

Strategic Budget Priorities Objectives & Strategies

Priority: Develop Human and Physical Fixed Assets

Increase beach utilization

- Remediate Halaco
- Address safety issues, lifeguards

Sponsor cultural activities

- Support local artists and musicians
- Provide City grants

Fund new parks

- Prioritize and complete parks

Achieve more ethical government

- Improve transparency

Promote internships



Meeting Date: 04/08/14

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

Prepared By: Ruth Johnson Hopkins

Agenda Item No. 5-2Reviewed By: City Manager mmhCity Attorney SMFFinance AL

Other (Specify) _____

DATE: March 24, 2014**TO:** Oxnard Housing Authority Board of Commissioners**FROM:** William E. Wilkins, Housing Director**SUBJECT:** Terraza De Las Cortes Multifamily Housing Project located at 201, 225, 235, 245 and 255 Carmelita Court, Oxnard, California.**RECOMMENDATION**

That the Oxnard Housing Authority Board of Commissioners:

1. Adopt a resolution authorizing the issuance of multifamily housing revenue bonds in an aggregate principal amount not to exceed \$11,000,000 for the purpose of financing the acquisition, construction, rehabilitation and development of Terraza De Las Cortes, approving and authorizing the execution and delivery of any and all documents necessary to issue bonds and implement this resolution, and ratifying and approving any action heretofore taken in connection with the bonds.
2. Adopt a resolution approving Terraza De Las Cortes Affordable Housing Development and authorizing its Housing Director or designee to execute and take all needed actions in consultation with Authority's general counsel relative to entering into an amended and restated agreement of limited partnership and all exhibits thereto, including the partnership management fee agreement, development agreement, unconditional guaranty agreement, certification and agreement, certificate of general partner and guarantor and right of first refusal and option agreement, leases and any other agreements for the purpose of developing, maintaining and operating the Terraza De Las Cortes Affordable Housing Project.

DISCUSSION

Terraza De Las Cortes is a sixty-four unit multifamily rental housing project located at 201, 225, 235, 245 and 255 Carmelita Court, Oxnard, California (the "Project"). The Project is being developed by Terraza De Las Cortes, L.P., a California limited partnership. The Oxnard Housing Authority and Las Cortes, Inc., a non-profit corporation formed by the Housing Authority, will serve as the general partners of Terraza De Las Cortes, L.P. ("Partnership").

Issuance of Bonds

The Partnership has requested that the Housing Authority issue multifamily housing revenue bonds in an amount not to exceed \$11,000,000 ("Bonds") to assist in the financing of the acquisition, construction and development of the Project. It is proposed that the Housing Authority enter into a Master Agency Agreement with JPMorgan Chase Bank, N.A., a national banking association, as the agent (the "Agent") and enter into a Master Pledge and Assignment with the Agent and JPMorgan Chase Bank, N.A. as initial bondholder (the "Holder").

The Bonds will be used to fund a loan (the "Loan") to the Partnership pursuant to a Construction Disbursement and Loan Agreement, dated as of April 1, 2014, between the Agent and the Partnership (as supplemented and amended from time to time, the "Loan Agreement"). The proceeds of the Loan shall provide, in part, financing for the acquisition, construction and development of the Project. The sole source of repayment of the Loan will be payments by the Partnership from the Project. The Loan will be secured by an Assignment of Deed of Trust and Loan Documents (the "Assignment"). This financing structure will allow the interest paid on the Loan to be exempt from federal income taxation, even though the Housing Authority will not be obligated to use any of its own funds to repay the Loan.

In order to comply with State and federal tax law applicable to the financing, the Partnership will enter into a Regulatory Agreement and Declaration of Restrictive Covenants with the Housing Authority that will restrict the occupancy of forty percent of the units in the Project to persons and families with adjusted incomes that are not in excess of sixty percent of area median gross income. There will be other restrictions on the project required under documents related to certain loans by the City of Oxnard to the Partnership for the Project and federal low income housing tax credits that have been granted to the Partnership for the Project.

In connection with the proposed issuance of the Bonds, on January 14, 2014, the City Council adopted Resolution No. 14,451 approving the issuance of bonds by the Housing Authority to provide financing for the Project, and on December 11, 2013, the California Debt Limit Allocation Committee adopted its Resolution No. 13-95 allocating \$11,000,000 of tax-exempt bond authority to the Housing Authority in connection with the financing of the Project.

The Master Pledge and Assignment between the Housing Authority and JPMorgan Chase Bank, N.A. explicitly provides that the Bonds are payable solely from the collateral pledged and assigned under the Master Pledge and Assignment, including the payments by the Partnership under the Loan Agreement, or otherwise realized from the collateral provided by the Partnership securing its obligations thereunder. The Master Pledge and Assignment also explicitly provides that the City of Oxnard has no liability for payment of the Bonds or otherwise under any document related thereto.

The Regulatory Agreement requires that the Partnership reimburse the Housing Authority for any cost or expense it may incur in connection with the financing. That reimbursement will include third party costs incurred by the Housing Authority to monitor the Partnership's compliance with the restrictions imposed by the Regulatory Agreement on the project.

It is recommended that the Housing Authority adopt the resolution authorizing the issuance of the Bonds, and approving the documents described above and related actions, all as described more

particularly in the Resolution attached hereto, so that the financing may be completed and the construction of the Project may proceed.

Development of Terraza De Las Cortes

On November 27, 2012, City Council approved and authorized the execution of an Affordable Housing Predevelopment and Construction Loan Agreement ("City Loan") between the City of Oxnard ("City") and the Partnership in the amount of \$3,300,000. The City Loan was funded from in-lieu fees collected by the City pursuant to City Ordinance Nos. 2545 and 2615 for the express purpose of expanding the supply of decent, safe, sanitary and affordable housing for low income persons. The proceeds from the City Loan have been used to pay predevelopment costs associated with the Project.

More recently, the City Council and the Board of Commissioners of the Housing Authority approved a Property Exchange Agreement wherein the City and the Housing Authority agreed to exchange approximately 3 acre parcels located adjacent to Del Sol Park for the purpose of facilitating the development of the Project. The City recently conveyed the City parcel to the Housing Authority, at which parcel was merged with a portion of the Housing Authority's adjacent property where the Housing Authority's 260 unit affordable housing project commonly known as The Courts is located. The merged parcel created an approximate 4.3 acre parcel upon which the Project will be constructed and operated. Pursuant to the proposed resolution, the merged parcel will be conveyed to the Partnership for the appraised fair market value of \$2,050,000. The creation of the merged parcel and sales price of \$2,050,000 were expressly approved and authorized by HUD in an Amended Demolition and Disposition Approval dated March 6, 2014.

In addition to authorizing the sale of the property to the Partnership, the proposed Housing Authority resolution approves and authorizes the Housing Director to execute the attached documents for the purpose of (i) authorizing the Housing Authority to become a general partner of the Partnership in which Hudson SLP LLC, a Delaware limited liability company, and Hudson Terraza LP, a Delaware limited partnership shall be a special limited partner and an investor partner respectively, (ii) entering into an Amended and Restated Agreement of Limited Partnership and all exhibits thereto, including the Partnership Management Fee Agreement, Development Agreement, Unconditional Guaranty, Certification and Agreement, Certificate of General Partner and Guarantor and Right of First Refusal and Option Agreement (collectively, "Partnership Documents") and (iii) if required by limited partner, authorizing the Authority to form and serve as a member of a to be formed limited liability company (the "LLC") that will serve as a general partner of the Partnership. The approval of the Partnership Documents will allow the Partnership to receive approximately \$7,000,000 in equity in exchange for the low income housing tax credits allocated to the Partnership by the California Tax Credit Allocation Committee.

Further, the proposed Housing Authority resolution will approve and authorize the Partnership to enter into a construction loan and associated loan documents with JPMorgan Chase Bank in the approximate principal amount of \$10,726,000 ("Construction Loan"). The Construction Loan will be funded from the Bond proceeds. The Construction Loan has a term of two years with the right to extend the term for an additional period of six months. The interest rate will be adjustable and based upon the one-month Libor plus 150 basis points during the construction period (estimated to be 18 months) and Libor plus 200 basis points during stabilization (estimated to be 6 months).

Finally, the proposed Housing Authority resolution approves and authorizes the Partnership to enter into a permanent loan and associated loan documents with the California Community Reinvestment Corporation in the approximate principal amount of \$6,900,000 ("Permanent Loan"). The Permanent Loan has a term of 17 years with payments amortized over 35 years at an interest rate of 5.95%.

FINANCIAL IMPACT

Issuance of Bonds

With respect to the issuance of the Bonds, there will be no direct financial impact on the Housing Authority. The Bond payments are made solely from revenues of the Project, and not from any other funds of the Housing Authority. Further, the Partnership will agree in the Borrower Loan Agreement and the Regulatory Agreement to reimburse the Housing Authority for any out of pocket expenses it may incur in connection with the financing.

Terraza De Las Cortes Project

By participating in the Project as a General Partner and Developer, the Housing Authority will receive a development fee of \$2,092,362 and will be entitled to receive a portion of excess residual receipts from the Partnership.

RJH

Bond Issuance Attachments

- Attachment #1 - Housing Authority Resolution
- Attachment #2 - Master Agency Agreement
- Attachment #3 - Master Pledge and Assignment
- Attachment #4 - Regulatory Agreement and Declaration of Restrictive Covenants

Terraza De Las Cortes Project Attachments

- Attachment #5 - Housing Authority Resolution
- Attachment #6 - Amended and Restated Agreement of Limited Partnership and Exhibits
- Attachment #7 - Construction Lender Documents (JPMorgan Chase Bank)
- Attachment #8 - Permanent Lender Documents (California Community Reinvestment Corporation)

Note: Attachments #1 through #8 have been provided to the City Council. Copies are available for review at the Help Desk in the Library after 6:00 p.m. on the Friday prior to the Council meeting and at the City Clerk's Office after 8:00 a.m. on Friday.

Items for City Council discussion and consideration from Council Procedures Committee

April 8, 2014

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

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

March 4, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Commission Development Commission Successor Agency. 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; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Matthew Winegar, Development Services Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Thien Ng, Senior Process Engineer; Daniel Rydberg, Construction/Maintenance Superintendent; Michael Henderson, General Services Manager; and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for individuals around the world who are affected by my violence in their community.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received: Cyndi Hookstra; Martin Glatt; Pete Placencia; Steve Nash; Armando Vazquez; Harold Ceja and Larry Stein.

S. INFORMATION/CONSENT AGENDA

Finance Department

3. SUBJECT: Third Amendment to Ground Lease with Continuing Development, Incorporated. (029)
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Ground Lease with Continuing Development, Incorporated (CDI) (A-5935) for the use of land at Colonia Park for Green Valley Children's Center.
ACTION: The City Council concurred to continue this item.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSFire Department

1. SUBJECT: Fire Department Response Statistics. (001)
RECOMMENDATION: Receive Report.
ACTION: The City Council concurred to continue this item.

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

3. SUBJECT: Oxnard Wastewater Treatment Plant Biotowers.
RECOMMENDATION: Receive a verbal report on the status of the Plant Optimization Study and Biotowers replacement.

DISCUSSION: The Construction/Maintenance Superintendent and Senior Process Engineer reviewed the history of the facility; maintenance of facilities; needed repairs; and update emergency plans.

Public comments were received from: Steve Nash; Larry Stein; George Miller and Jim Lavery.

The City Council discussed: rehabilitation of wastewater facilities; replacements costs' of biotowers; financial replacement options and wastewater infrastructure needs.

ACTION: The City Council provided comments to staff.

Finance Department

1. SUBJECT: Impacts and Options for Absorbing the Golf and PACC Funds into the General Fund and to Address Operational Concerns. (005)
RECOMMENDATION: Receive a report on the impacts and options for absorbing the Golf and PACC Funds into the General Fund and provide direction to staff including operational concerns.
DISCUSSION: The Chief Financial Officer commented on the possible impacts and options of placing the Golf Course and PACC into the General Fund including possible financial time-line periods, the PACC capital improvements; bond payments of Golf Course; future development golf fees and administrative overhead costs.

The General Services Manager reviewed possible asbestos materials in the PACC building and the former Golf Commission format.

Public comments were received from: Jim Lavery, George Miller and Greg Runyon.

The City Council discussed: golf course agreement and revenue; possible General Fund reductions; management of PACC including having a facility/event manager; funding of recreation facilities; landfill issues; possible re-establishing golf commission; cost to get an "evaluation" of the golf course and possible re-establishment of the golf commission.

ACTION: Moved to approved option 2 (scenario number one) (Padilla/Flynn) Ayes: Padilla and Flynn. Noes: Ramirez, MacDonald and Perello (motion failed). Moved to table item (Perello) "no" second to the motion (motion died).

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

2. SUBJECT: Measure O Long-term Financial Review. (009)

RECOMMENDATION: Receive a report on the long-term financial status of the Measure O Fund and provide direction to staff.

DISCUSSION: The Chief Financial Officer reviewed: Measure "O" funds received and priority uses of Measure "O" funds. He provided Measure "O" funding options and "one time" use options. The Interim Public Works Director outlined cost regarding "repair and maintenance" of streets.

Public comments were received from: Jim Lavery, Greg Runyon and Francine Castanon.

The City Council discussed various issues regarding Measure "O" including: future funding of Measure O projects; review by Fiscal Policy Task Force; projected future Measure "O" growth and future of General Funds when Measure "O" has expired.

ACTION: The City Council provided comments and directions to staff.

L. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Interim Redevelopment Services Manager reviewed past loans, ROPS obligations and possible establishment of "ad hoc" committee.

The Interim City Attorney stated the procedures regarding sale of properties will be established.

ACTION: The City Council provided comments and directions to staff.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Establishing Education Committee (Mayor Flynn)

RECOMMENDATION: Consideration of Establishment of, and Appointment of Two Members of the City Council to, the City of Oxnard Education Committee, the Tasks and Scope of which Shall Be Forming Partnerships with School Districts, Public Agencies and Private Industry to Produce Excellence in Education, and Exploring Ways to Maximize Educational Attainment and Prosperity in Oxnard through Collaborative and Synergistic Planning with Community Stakeholders.

DISCUSSION: The Council discussed the possible establishment of an Education Committee to support the education process in the community including having joint meetings with school districts. Mayor Flynn and Mayor Pro Tem Ramirez volunteered to be on the committee with Councilmember Perello as an alternate.

The Interim City Attorney reviewed the appointment process and possible "conflict of interest" issues.

ACTION: Move to establish committee (Ramirez/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez. Mayor Flynn and Mayor Pro Tem Ramirez volunteered to be on the committee with Councilmember Perello as an alternate. Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Manager Department

2. SUBJECT: Agreements for City Council Review. (027)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

Finance Department

3. SUBJECT: Third Amendment to Ground Lease with Continuing Development, Incorporated. (029)

RECOMMENDATION: Removed from agenda.

4. SUBJECT: Second Reading of **Ordinance No. 2880** Dissolving CFD 88-1 and Dissolving all Associated Liens Thereof. (055)

RECOMMENDATION: Second reading and adoption.

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

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 10:23 p.m. the joint meetings with the Community Development Successor Agency Commission concluded.

L. REPORT OF CITY MANAGER

The Interim City Manager commented that the Affordable Housing and Rehabilitation Division is accepting applicants for first-time home buyer program and home rehabilitation program for City residents.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: the training of Planning Commissioners; selection process of the City Manager; meeting of Youth Commission; landing of military aircraft at Oxnard Airport; re-opening of Hueneme High School pool.

T. ADJOURNMENT

At 10:37 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
March 18, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:35 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; James Cameron, Chief Financial Officer and Martin Erickson, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Bryan Wansley; Aron Chatman; Nancy Lindholm; David Dreher; Rebekah Evans; Dwight Pilgrim; Victor Dollar; Thomas Espinosa; Ruben Franco; and Steve Nash.

At 4:38 p.m., Councilmember Perello left the meeting due to the possible conflict of interest. The Interim City Attorney stated this conflict was only because of the location of Councilmember Perello's residence.

C. CLOSED SESSION

At 5:54 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys to confer with its attorneys. The title and case number of the litigation being discussed is Edmund Sotelo v. City of Oxnard, United States District Court, Case No. CV13-6039 FMO(MRWx).

The City Council also recessed to a closed session, pursuant to Government Code section 54956.8 to review the status of negotiations and provide instructions to negotiators, Karen Burnham, Interim City Manager, and Matthew Winegar, Development Services Director, concerning negotiations with Ravello Holdings, Inc., Brighton Management LLC, Ventura County Fusion Soccer Academy and Cerberus California, LLC, regarding the price and terms of payment for the possible purchase and/or sale of (a) 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields, (b) 20 acres of land west of Ventura Road and North of Vineyard Avenue and (c) 9.54 acres of land located east of the River Ridge Golf Club, west of Ventura Road and south of the Santa Clara River.

At 6:22 p.m. the City Council reconvened and recessed to the evening session. The Interim City Attorney announced that Council give directions to negotiators regarding real property item and conferred with legal counsel concerning the litigation item.

D. OPENING CEREMONIES

At 6:26 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff

members present were: Jeri Williams, Police Chief; William Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; Martin Erickson, Deputy City Manager; Carrie Sabatini, Management Accountant/Auditor; Jason M. Samonte, Traffic Engineer; Michael Henderson, General Services Manager; Robert Silverstein, Code Compliance Manager; Karl Lawson, Compliance Services Manager; and Sofia Balderrama, Management Analyst.

E. INSTALLATION OF NEWLY APPOINTED YOUTH COMMISSIONERS

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

ACTION: The City Clerk administer to Youth Commissioners (Andrea Alcala, Samantha Alferes, Mayte Alonso, Victor Arroyo, Christine Cruz Canonizado, Daniela Cortez, Jasmine Cortez, Naomi De Jesus, Stacy Jauregui Morales, Mya Lee Lausell, Luis Mendiola, Courtney Morrison, Kelvin Pineda, Emma Randolph, Edgar Romero, Alexis Sanchez, Anthony Singh, Johnny Vasquez, Nakia Velasquez, Mayor Pro Tem Ramirez and Councilmember Padilla.)

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public Comments were received Irl Henderson; Ed Ellis; Marco Ramirez; Narciso Pena; Nancy Pedersen; Jane Alvarez; Leo Alvarez; Pauline Daerr; John Procter; unknown speaker; Maria Fernandez; Rosa Castro; Artemio Jimenez; Ana Lopez; George Sorkin; Juan Delgado and Patrick Barrios. The Housing Director commented the relocation process of the "311 Project" including having staff available to assist individuals.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

RECESS

At 7:26 p.m. the City Council recess while the Housing Authority held a meeting. At 7:43 p.m., the City Council reconvened.

J. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Fiscal Year 2012-13 Audit Report. (035)

RECOMMENDATION: Receive a report on the Fiscal Year 2012-13 Financial Audit.

DISCUSSION: Robert Callanan, CPA Auditor, reviewed the Auditor Report including understanding of audit controls and recommended adjustments. He stated that the Audit Report found "no" weaknesses and there were "no" disagreements with City management. The Chief Financial Officer commented on: 1) statements of the auditor; 2) recent hiring of an accountant and 3) accounting of construction and receivables issues.

Public Comments were received from: Martin Jones.

The Council discussed: shortage of staff, need to address audit issues and types of audits.

ACTION: The City Council provided comments and directions to staff.

I. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on publication and that there were no written communications received.

Housing Department

1. SUBJECT: Priorities and Objectives for Fiscal Year 2014-2015 Annual Action Plan. (019)

RECOMMENDATION: Conduct a second public hearing to consider a report and public testimony and to provide direction to the Housing Director regarding the specific priorities and measurable objectives to be addressed in the Annual Action Plan.

DISCUSSION: The Housing Director reviewed fund requests from non-profits organizations and the Housing Department. The Compliance Services Manager reviewed the rehabilitation program including inspection of sites and funds available.

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

DISCUSSION: Public Comments were received from: Nancy Pedersen; Tim Hockett; Asencion Romero; Leticia Sandoval; Yadira Valencia; Ellen Johnson; Kristy Pollard; Jason Zaragoza; Marni Brooks; Donald Thibeault ; Henry Casillas; Karol Schulkin; Bonnie Weigel; Laura Roberts; Eileen Tracy; Tina MacDonald; Cyde Reynelds; Karen Flock; Grey Runyon and Karl Larson.

The Management Analyst stated requested funding for "Oxnard Scholars" program would be administration costs.

The Council discussed several issues and priorities including: use of Community Development Block Grant (CDBG) funds; partnership of other agencies; housing programs (first-time home buying program); services for youth adults (Oxnard Police Activities League); drop-in shelter facilities; and Code Compliance program.

ACTION: Close the public hearing. (Ramirez/Perello) approved unanimously. Council provided comments to staff.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: General Services Manager (S-3(l)) and Development Services Director (S-3(b)).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Pat Brown (S-4).

S. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Withdrawal of Non-Responsibility Determination. (053)

RECOMMENDATION: Withdraw December 3, 2013 determination that Los Angeles Engineering, Inc. (LAE) was non-responsible to perform work on the PW03-18 Hueneme Road Widening Improvement Project.

City Manager Department

3. 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.

Development Services Department

4. SUBJECT: Non Exclusive License Agreement. (069)
RECOMMENDATION: Authorize the Mayor to Execute a Non Exclusive License Agreement (A-7666) between the City of Oxnard, a California municipal corporation, and Viola Industries, a general partnership, to allow the installation and maintenance of a left-turn pocket on eastbound Wooley Road west of Rose Avenue.

Police Department

5. SUBJECT: State of California Grant for Selective Traffic Enforcement. (077)
RECOMMENDATION: Adopt **Resolution No. 14,459:** 1) Authorizing the City Manager to execute and submit an application for \$352,122.80 in grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2014/15 Selective Traffic Enforcement Program; 2) Authorizing the City Manager or designee to execute grant agreements; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and 4) Authorizing the Chief of Police or designee to submit non-financial reports.
6. SUBJECT: Resolution Commending Larry Eklund for Over Twenty-Six Years of Service to the City of Oxnard. (081)
RECOMMENDATION: Approve, **Resolution No. 14,460.**

Public Works Department

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

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

HOUSING AUTHORITY

At 10:26 p.m. the joint meetings with the Housing Authority concluded.

K. REPORTS**Finance Department**

1. **SUBJECT:** Strategic Budget Priorities. (043)

RECOMMENDATION: Receive a report and provide direction on the development of strategic budget priorities (SBP) and the budget development calendar for Fiscal Year 2014-15.

ACTION: Continue to future date.

L. REPORT OF CITY MANAGER**M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS**

1. **SUBJECT:** Recognition of the Oxnard Executive Managers Association (OEMA). (049)

RECOMMENDATION: Grant recognition to the OEMA as representative of the City's executive management employees group for purposes of the Meyers-Milius-Brown Act.

DISCUSSION: Jeffrey Lieman, Attorney, reviewed the rights of the employees and options the City Council may take including accepting OEMA body or questioned the designation of the bargaining unit with determination made by neutral party.

Public comments were received from: Steve Nash; Rebecca Ralph and Pat Brown.

ACTION: The City Council questioned the designation of the bargaining unit and provided directions to staff.

2. **SUBJECT:** Update and Provide Status Report to City Councilmembers on Process of a One-Stop Shop (Mayor Flynn)

ACTION: Continue to future date.

3. **SUBJECT:** Consideration and Discussion of Proposals from City Council Procedures Committee (Mayor Flynn) (051)

ACTION: Continue to future date.

The Council concurred to discuss El Rodeo parking issue in the future. Comments Ramirez reported on attending National League of Cities Conference including Halaco clean-up site issues.

N. PUBLIC COMMENTS ON REPORTS**O. PUBLIC COMMENTS ON STUDY SESSION****P. STUDY SESSION****T. ADJOURNMENT**

At 11:19 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Special Meeting

March 19, 2014

A. ROLL CALL/POSTING OF AGENDA

At 12:34 p.m., the special meeting of the Oxnard City Council convened in the Augusta Room of the Residence Inn by Marriott at River Ridge, 2101 West Vineyard Avenue, Oxnard. 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 Tuesday at the City Clerk's Office and Main City Library. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENT

Public comments were received from: Steve Nash; Jim Lavery; Nancy Pedersen; Edward Castillo; Lupe Montano and Dan Pinedo.

C. CLOSED SESSION

At 2:55 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. Mayor Flynn announced the Council would be interviewing candidates for the permanent City Manager position.

At 5:10 p.m., the City Council reconvened.

D. ADJOURNMENT

At 5:10 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD HOUSING AUTHORITY
Regular Meeting
March 18, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:26 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Stephen Fischer, Interim General Counsel; William "Bill" Wilkins, Housing Director; Carrie Sabatini, Management Accountant/Auditor; and Martin Erickson, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Chairman Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

1. SUBJECT: Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing. (001)

RECOMMENDATION: 1) Hold a public hearing to receive comments concerning the fourth year of the Five-Year Agency Plan and the 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and 2) Adopt **Resolution No. 1273:** (a) Approving the Five-Year and Annual Agency Plan for the Housing Authority; (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; (c) Authorizing the Housing Director to execute and submit all reports, documents and all other certification required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan; (d) Approving the 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2014 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

DISCUSSION: The Housing Director and Management Accountant/Auditor reviewed the audit and public housing restrictions

At 7:33 p.m. Chairperson Flynn left the meeting and Vice-Chairperson Ramirez presided.

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

At 7:37 p.m. Chairperson Flynn was present and presided.

Approved as recommended, adopting Resolution No. 1273. (Padilla/Ramirez) Ayes: Ramirez, MacDonald, Padilla, Perello, Flynn, Andrade and Vega.

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for January 14 and 28; February 4, 11 and 25; and March 4, 2014. (055)

RECOMMENDATION: Approve.

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

CITY COUNCIL

At 10:26 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 10:26 p.m., the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

CARMEN RAMIREZ
Vice-Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

March 25, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 04/08/2014

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

Prepared By: Karen R. Burnham, Interim City Manager

Agenda Item No. S-2

Reviewed By: City Manager mmh

City Attorney SMF

Finance Q.L.

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 04/08/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Development Services Ashley Golden	Mainstreet Architects and Planners, Inc. Agreement No. 6532-14-DS	Consultant will provide on-call architectural design review services. The Planning Division issued a Request for Qualification (RFQ) in November, 2013 and five firms responded to the RFQ. Mainstreet Architects has provided these services for the City in the past, maintains a good working relationship with City staff, and have excellent qualifications to provide the requested services. For consistency, Johnson + Muller Architects was selected as the primary DAC architectural representative, and Mainstreet Architects and Planners would serve as the alternate. These costs will be 100% recovered through planning fees. The agreements each have a not to exceed value of \$100,000. Total Contract Amount: \$100,000 FundingSource: Planning Fees	\$100,000
		385-7882			
B	Original Agreement	Development Services Ashley Golden	Johnson + Muller Architects Agreement No. 6531-14-DS	Consultant will provide on-call architectural design review services. The Planning Division issued a Request for Qualifications (RFQ) in November, 2013 and five firms responded to the RFQ. Johnson + Muller performed these services from 2009 – 2012, maintains a good working relationship with City staff, and have excellent qualifications to provide the requested services. For consistency, Johnson + Muller Architects was selected as the primary DAC architectural representative, and Mainstreet Architects and Planners would serve as the alternate. These costs will be 100% recovered through planning fees. The agreements each have a not to exceed value of \$100,000. Total Contract Amount: \$100,000 FundingSource: Planning Fees	\$100,000
		385-7882			

ATTACHMENT
PAGE 1 OF 4

City Manager Contract List for 04/08/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
C	Original Agreement Public Works Administrative Services - Public Works Administration Anthony Emmert	The Groundskeeper, Inc. Agreement No. 6552-14-PW	Agreement for Landscape Maintenance Services for Public Works Facilities This agreement is for landscape maintenance services for the following Public Works Facilities: Del Norte Regional Recycling and Transfer Station; Water Campus; Blending Station Nos. 3, 4, 5; Advanced Water Purification Facility; and Wastewater Treatment Plant. The Request for Bids was sent out on February 12, 2014 and was published in the paper, posted on the City's Website and sent to eleven vendors with a closing bid date of February 26, 2014. Three firms provided bids. Of the three, the only bid that was complete was submitted by The Groundskeeper, Inc. The term of the agreement is three (3) years. The City did not submit a bid. Total Contract Amount: \$233,335 FundingSource: Utility Funds	\$233,335
D	Amendment General Services Sergio Cervantes 385-7950	Natural Green Landscape Agreement No. 5928-12-CM Amendment 2	Landscape Maintenance Services for Sunrise Pt/Sunset Cove, District 34 Landscape maintenance services for Sunrise Pt/Sunset Cove, District 34. This is the third year of a three year contract. Vendor was originally selected through RFB process. Total Contract Amount: \$72,930 FundingSource: Landscape Maintenance District	\$25,740
E	Amendment General Services - Facilities Maintenance Sergio Cervantes 385-7950	Natural Green Landscape Agreement No. 5929-12-CM Amendment 2	Landscape Maintenance Services for Greenbelt, District 43 Landscape maintenance services for Greenbelt, District 43. This is the third year of a three year contract. Vendor was originally selected through RFB process. Total Contract Amount: \$61,200 FundingSource: Landscape Maintenance District	\$21,600
F	Amendment General Services - Facilities Maintenance Sergio Cervantes 385-7950	Natural Green Landscape Agreement No. 6178-13-CM Amendment 1	Landscape Maintenance Services for El Sueno/Promesa, District 39 Landscape maintenance services for El Sueno/Promesa, District 39. This is the second year of a three year contract. Vendor was originally selected through RFB process. Total Contract Amount: \$69,600 FundingSource: Landscape Maintenance District	\$34,800

ATTACHMENT
PAGE 2 OF 4

City Manager Contract List for 04/08/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
G Amendment	General Services Sergio Cervantes	Natural Green Landscape Agreement No. 6192-13-CM	Landscape Maintenance Services for Aldea Del Mar, District 38. Landscape maintenance services for Aldea Del Mar, District #38. This is the second year of a three year contract. Vendor was originally selected through RFB process.	\$25,800
	385-7950	Amendment 1	Total Contract Amount: \$51,600 FundingSource: Landscape Maintenance District	
H Amendment	City Attorney	Hunt Ortmann Palffy Nieves Darling & Mah, Inc.	Legal services related to the City of Oxnard v. Malcolm Pirnie litigation	\$250,000
	Stephen M. Fischer	Agreement No. A-7389	To increase the total not to exceed amount of the contract by \$250,000 to cover further litigation costs and extend the term of the agreement to cover the upcoming trial and conclusion of the matter.	
	385-7483	Amendment 2	Total Contract Amount: \$975,000 FundingSource: Wastewater Fund	
I Purchase Order	Facilities Maintenance Division Bill Birch	National Auto Fleet Group Purchase Order No. 1531	Purchase of (1) Mid-size Sedan Facilities Maintenance Division requests approval to purchase one mid-size sedan in fiscal year 2013-14. The new vehicle will be replacing vehicle no. 3458, which has been taken out of service due to mechanical issues. The cost of the repair far exceeds the value of the vehicle.	\$28,127
	385-8080		New vehicle purchase is available under the National Joint Powers Alliance Contract 102811. The City would "piggyback" on this contract. Total Contract Amount: \$28,127 FundingSource: Facilities Maintenance Fund	
J Purchase Order	Police Sylvia Paniagua	McMurray Stern Purchase Order No. 1532	Evidence lockers purchase under State of Calif. Multiple Awards Schedule Contract New lockers will replace current evidence lockers that utilize the antiquated "key drop" method for chain of custody. Access to the new lockers will be gained with an access card, which eliminates the use of keys. This system will provide a more secure method of access and authorized personnel can track access to the lockers. McMurray Stern was chosen because they are a California Multiple Award Schedules(CMAS) Vendor and all CMAS pricing, products and/or services offered by the State of California have been previously bid and awarded on a Federal General Services Administration (GSA) schedule. The City would "piggyback" onto this contract.	\$74,722
	385-7608		Total Contract Amount: \$74,722 FundingSource: Asset Forfeiture Fund	

ATTACHMENT 1
PAGE 3 OF 4

City Manager Contract List for 04/08/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
K	Change Order	Development Services-- Transportation Planning Cynthia Daniels	Security Paving Co., Inc. Agreement No. A-7228	Project Specification PW03-19 Construction of Rice/101 Interchange This change order will compensate the Contractor for additional work on Highway 101. Caltrans had requested the City consider replacing the decomposed granite with asphalt paving at the roadway shoulders on the highway. Because Caltrans took several months to deliver the requested design and cost estimate, the highway shoulders needed additional weeding before the final paving of the shoulders. The construction contract was awarded to the lowest bidder in 2009. Total Contract Amount: \$35,173,778 FundingSource: State Gas Tax	\$39,000
L	Change Order	Development Services-- Transportation Planning Cynthia Daniels	Security Paving Co., Inc. Agreement No. A-7228	Project Specification PW03-19 Construction of Rice/101 Interchange This change order will compensate the Contractor for additional work to install weep holes in two drainage systems on Highway 101. This work was completed between 2011 and 2012 but Contractor did not deliver the extra work bills in a timely manner. The construction contract was awarded to the lowest bidder in 2009. Total Contract Amount: \$35,302,649 FundingSource: State Gas Tax	\$43,769

ATTACHMENT
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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. 5-3Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other _____**DATE:** March 17, 2014**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent/Purchasing Agent
City Manager Department [Signature]**SUBJECT:** Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7665) for PW13-05 Alley Reconstruction Project**RECOMMENDATION**

That City Council award contract A-7665 to the lowest responsible and responsive bidder, Toto Enterprises, Inc. in the amount of \$591,280.00 for the Alley Reconstruction Project for four locations 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 July 30, 2013. This project was first advertised on January 30, 2014 and the public bid process started on February 3, 2014. The due date for bids was March 5, 2014 and the City received seven bids. A public bid opening was conducted and bids ranged from a low of \$591,280.00 to a high of \$1,297,196.01.

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 Measure O Half-Cent Sales Tax for project PW13-05 Alleyways Reconstruction Phase I and by Community Development Block Grant for Project No. 143108 for Reconstruction of Alley West of Terrace Avenue.

MH/pf

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

Approval of Lowest Responsible Responsive Bid and Authorization to Issue and
Execute a Contract (A-7665) for PW13-05 Alley Reconstruction Project
March 17, 2014
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- #5 - Subcontractors
- #6 - References
- #7 - License Status
- #8 - Certificate of Publication-Public Notice
- #9 - Staff Report-Council Approval to Bid

PW13-05-Alley Reconstruction Project Owner: City of Oxnard									
* marks an allowance									
Bid Opening: 03/05/14									
PW13-05-Alley Reconstruction Project									
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	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	\$5,800.00	\$5,800.00	\$5,800.00	\$5,800.00	\$5,800.00
4	1120-4	ALLEY IMPROVEMENT-UNCLASSIFIED	3522	CY	\$26.00	\$91,572.00	\$26.00	\$91,572.00	\$26.00
5	1130-4	CLASS 2 AGGREGATE BASE	3209	TONS	\$23.00	\$73,807.00	\$23.00	\$73,807.00	\$23.00
6	1174-6	INSTALL 6-IN. PCC CURB	2537	LF	\$8.00	\$20,296.00	\$8.00	\$20,296.00	\$8.00
7	1174-6	REMOVE & REPLACE PCC CURB & GUTTER (TYPE A2-6)	65	LF	\$42.00	\$2,730.00	\$42.00	\$2,730.00	\$42.00
8	1174-6	REMOVE ROLLING PCC CURB & GUTTER & REPLACE PCC (TYPE A2-6)	17	LF	\$58.00	\$986.00	\$58.00	\$986.00	\$58.00
9	1174-6	GUTTER WITH TRANSITION	20	LF	\$97.75	\$1,955.00	\$97.75	\$1,955.00	\$97.75
10	1174-6	REMOVE & REPLACE PCC SIDEWALK	542	SF	\$6.00	\$3,252.00	\$6.00	\$3,252.00	\$6.00
11	1174-6	REMOVE & REPLACE PCC ALLEY ENTRANCE	694	SF	\$11.00	\$7,634.00	\$11.00	\$7,634.00	\$11.00
12	1180-6	INSTALL 6-IN. THICK PCC PAVEMENT (NO REBAR)	1761	CY	\$192.00	\$338,112.00	\$192.00	\$338,112.00	\$192.00
13	1185-3	ADJUST MANHOLE COVER TO FINISHED GRADE	1	EA	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
14	1185-3	ADJUST WATER VALVE COVER TO FINISHED GRADE, INCLUDES RISER	1	EA	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00
15	1185-3	ADJUST WATER METER COVER TO FINISHED GRADE	3	EA	\$95.00	\$285.00	\$95.00	\$285.00	\$95.00
16	1530-4	REMOVE & REPLACE PARKING SIGNS	4	EA	\$220.00	\$880.00	\$220.00	\$880.00	\$220.00
17	1530-4	REMOVE & REPLACE SIGN POST	4	EA	\$220.00	\$880.00	\$220.00	\$880.00	\$220.00
Total Bid Amount					\$591,280.00	\$591,280.00	\$591,280.00	\$591,280.00	\$591,280.00
Listed Subs					\$602,324.00	\$602,324.00	\$602,324.00	\$602,324.00	\$602,324.00
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					\$591,280.00				

**CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE**

Project Title: Alley Reconstruction

Specification No: PW13-05

Account No: 285-3130-826-8605

Project No. 143108 Project Manager: Grant Dunne
143110 / 143111

	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	591,280.00	591,280	
D. Machinery/Equipment (8606/8607)			
<i>Total Construction/Acquisition</i>	591,280.00	\$ 591,280	
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)			
B. CIP Indirect Cost (2% of total project costs)			
<i>Total Other Costs</i>			
Project Total	596,280.00	\$ 596,280	\$ 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 bid solicitation services begin.

Prepared by:

Date:

Approved by:

Date:

ATTACHMENT

PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

PROJECT TITLE: – PW13-05-Alley Reconstruction Project (Alley West of Terrace Ave., Alley East of Samuel Ave., Alley South of Hill Rd. and Alley West of Saviers Rd.)

BRIEF DESCRIPTION OF PROJECT: Alley Reconstruction Project consists of concreting of asphalted concrete alleys on four locations to include installation of 6-inch Portland Cement Concrete (PCC) pavement over 6-inch aggregate base; and adjustment of manhole, water valve, and water meter covers to finished grade.

Specification Number PW13-05 includes 26 pages of bid documents. Drawing No. 12-22A includes 7 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 90 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**

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

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; aggregate base Class 2; removal and disposal of asphalt concrete, subgrade, weeds, root and debris; compaction of subgrade and base; install 6-inch PCC (Portland Cement Concrete) pavement with no rebar; install 6-inch PCC curb (A1-6); remove rolling PCC curb & gutter and replace with PCC curb and gutter (A2-6); remove & replace PCC rolling curb and gutter with transition; remove & replace PCC sidewalk; remove & replace PCC alley entrance; adjust manhole cover to finished grade; adjust water valve cover to finished grade; adjust water meter cover to finished grade; and all incidental and appurtenant improvements and restorations specified on Plans and herein these Special Provisions.

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

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

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	20,000. ⁰⁰	\$ 20,000. ⁰⁰
2	Traffic Control and Public Convenience and Safety	1505-3	LS	1	25,000. ⁰⁰	25,000. ⁰⁰
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	5,800. ⁰⁰	5,800. ⁰⁰
	ALLEY IMPROVEMENT					
4	Unclassified Excavation	1120-4	CY	3,522	26. ⁰⁰	91,572. ⁰⁰
5	Class 2 Aggregate Base	1130-4	TN	3,209	22. ⁰⁰	70,598. ⁰⁰
6	Install 6-in. PCC Curb	1174-6	LF	2,537	8. ⁰⁰	20,296. ⁰⁰
7	Remove & Replace PCC Curb & Gutter (Type A2-6)	1174-6	LF	65	42. ⁰⁰	2,730. ⁰⁰
8	Remove Rolling PCC Curb & Gutter & Replace PCC (Type A2-6)	1174-6	LF	17	58. ⁰⁰	986. ⁰⁰
9	Remove & Replace PCC Rolling Curb & Gutter with Transition	1174-6	LF	20	97.75	1,955. ⁰⁰
10	Remove & Replace PCC Sidewalk	1174-6	SF	542	6. ⁰⁰	3,252. ⁰⁰
11	Remove & Replace PCC Alley Entrance	1174-6	SF	694	11. ⁰⁰	7,634. ⁰⁰
12	Install 6-in. Thick PCC Pavement (NO Rebar)	1180-6	CY	1,761	192. ⁰⁰	338,112. ⁰⁰
13	Adjust Manhole Cover to Finished Grade	1185-3	EA	1	600. ⁰⁰	600. ⁰⁰
14	Adjust Water Valve Cover to Finished Grade, Includes Riser	1185-3	EA	1	700. ⁰⁰	700. ⁰⁰
15	Adjust Water Meter Cover to Finished Grade	1185-3	EA	3	95. ⁰⁰	285. ⁰⁰
16	Remove & Replace Parking Signs	1530-4	EA	4	220. ⁰⁰	880. ⁰⁰
17	Remove & Replace Sign Post	1530-4	EA	4	220. ⁰⁰	880. ⁰⁰
GRAND TOTAL					\$ 591,280. ⁰⁰	

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

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 591,280.⁰⁰

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.

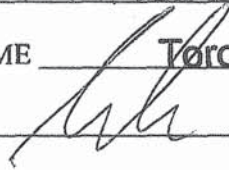
The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	2/19/14		
2	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 March, 4th 2014 AT Oxnard, CA

COMPANY NAME Toro Enterprises, Inc.

SIGNATURE  TITLE Sean Castillo, 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**

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

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 AND CARPENTER, INC. 805-525-3390	500 E. MAIN ST. SANTA PAULA, CA 93060	SURVEY	L.S.# 7998	LAND SURVEY
2. CPR TRUCKING, INC. * S.C.	12625 ARROYO ST. SUNNYVALE, CA 91342 * S.C.	TRUCKING * S.C.		
3.				

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

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

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**

B-6

ATTACHMENT 3
PAGE 6 OF 32

**CITY OF OXNARD
SPECIFICATION NUMBER -PW13-05**

BIDDER'S NAME Toro Enterprises, Inc.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) INFORMATION FOR CDBG FUNDED PROJECTS

In accordance with Federal policies and requirements to promote and encourage the use of minority and women owned enterprises, the City of Oxnard adopted a Minority and Women's Business Enterprise Plan which asks contractors to ensure that MBE/WBE's have maximum opportunity to participate in contracts with the City (see pages E-20 through E-28). If the CDBG assigned minimum goals are not achieved, each bidder shall submit full documentation showing good faith efforts (see page E-26). Failure to meet the goals or to demonstrate a good faith effort may result in a rejection of your bid.

The following information must be provided at the time the bid is submitted for all MBE/WBE contractors, subcontractors, suppliers, and prefabricators. A completed "minority and women's business enterprise questionnaire" (B-6B) must be submitted only for each MBE/WBE not currently certified by Caltrans. All subcontractors must be listed on the "list of subcontractors."

Name of MBE/WBE	Current Caltrans Certification Number	B-6B Questionnaire Attached (Y/N)	Description of Work	MBE/WBE	Dollar Amount of Contract
CPR. TRUCKING, INC, 17025 ARROW ST. SULMAR, CA. 91342 818-837-8333	31390	NO	TRUCKING	WBE, MBE, DBE.	20,418. ⁰⁰

PERSON COMPLETING THIS FORM:

Signature: [Signature] Date: 3/4/14

Person's Name & Title, Typed: Sean Castillo, President

Telephone Number, Including Area Code: (865) 483-4515

GOAL ACHIEVED **GOAL ASSIGNED**

Minority Business **Total**

Total Bid Amount \$ 26,418.⁰⁰ **4%**

\$ 591,280.⁰⁰ = 4.46%

Women's Business **Total**

\$ SEE ABOVE FOR WBE

\$ _____ = _____ %

B-6-A

CITY OF OXNARD
SPECIFICATION NUMBER -PW13-05

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

SC N/A

The information below must be completed and submitted by each minority-owned or women-owned contractor or subcontractor or supplier, not currently certified by Caltrans. The City's MBE/WBE Plan is included in the "General Conditions (Federal Edition)" section.

Toro Enterprises, Inc.

1. Name of Firm

2. Telephone No.

(805) 483-4515

Toro Enterprises, Inc.

3. Business Address

City, State, Zip

4. Contact Person

2101 E. Ventura Blvd. Oxnard, CA 93036 Seem Castillo

5. Type of Ownership: Check One Only

☐ Sole Ownership

☐ Partnership

☒ Corporation

☐ Joint Venture ☐ Other _____

6. Fifty Percent (50%) or more Ownership

(a) ☐ Minority-owned

☐ Black

☐ Asian or Pacific Islander

☒ Hispanic

☐ American Indian or Alaska Native

☐ Other _____

(b) ☐ Women-owned

7. Have you ever been certified by Caltrans as a Disadvantaged Business Enterprise?

☐ Yes Date of Expiration: _____

☐ No

Are you registered or listed with any organizations representing or promoting MBE/WBE? Yes ☒ No ☐

☐ Oxnard Minority Business Development Center

☒ Other City of Los Angeles

8. California Contractor's License No(s). 710580

General Contractor

19

9. Type of Business

Years in Business

Alley Reconstruction

10. Description of work for this project

Contract Item No(s). _____

Dollar Amount \$ _____

Continued on Next Page

B-6B

ATTACHMENT 3

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CITY OF OXNARD
SPECIFICATION NUMBER -PW13-05

N/A

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

BIDDER'S NAME _____

AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and that all material information necessary to confirm the ownership and operations of _____ will be provided upon request.
(Name of Subcontractor/Supplier Firm)

Further, the undersigned agrees to provide through the prime contractor or directly to the City of Oxnard current, complete and accurate information regarding actual work performed on the project, payments, and any proposed changes, and to permit audit and examination of books, records, and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements."

NOTE: If, after filing this schedule, and before the work on any contract covered by this regulation, there is any significant change in the information submitted, you must inform the City of the change, either through the prime contractor or to the City directly.

Signature _____

Title _____
(Officer of Subcontractor/Supplier Firm)*

Printed Name _____

Date Signed _____

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

NOTARY

On this _____ day of _____, 2014, before me
appeared _____ (name) to me
personally known, who being duly sworn, did execute the
foregoing affidavit, and did state that he/she was properly
authorized by _____ (name of firm)
to execute the affidavit and did so act and deed.

Notary Public _____

Commission Expires _____

B-6C

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

REFERENCES

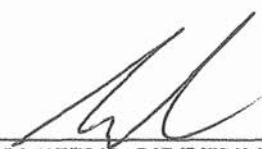
BIDDER'S NAME Toro Enterprises, Inc.

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		
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**



REFERENCE LIST

PAVING

Contract With: County of Ventura

Contact: Ariel Baraza (805) 654-2058

Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay

Project: Pavement Resurfacing-Meiners Oaks Area

Owner: County of Ventura

Contract Amount: \$1,483,512.00

Completed: 4/2013

Contract With: City of Ventura

Contact: Ernie Ferrer (805) 677-3905

Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk

Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood

Owner: City of Ventura

Contract Amount: \$532,144.00

Completed: 1/2013

Contract With: City of Ventura - 501 Poli Street, Ventura, CA 93001

Contact: Ernie Ferrer (805-677-3905)

Brief Description: Cold Mill, ARHM 5,900 tons, Concrete Pavement Repairs, Access Ramps

Project: Main Street Resurfacing

Owner: City of Ventura

Contract Amount: \$1,500,877.00

Start Date: 1/2012

Completion: 10/2012

Contract With: City of Compton - 205 S. Willowbrook Ave., Compton, CA 90220

Contact: Kambiz Shoghi (310) 605-6242

Brief Description: AC Paving 4,000 tons, Cold Mill 190,000sf, Curb & Gutter and Sidewalk R&R

Project: Greenleaf Street Improvement Project

Owner: City of Compton

Contract Amount: \$443,350.00

Start Date: 4/2012

ATTACHMENT 3
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Completion: 8/2012

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Bob Krock

Brief Description: Grind, Conventional AC Overlay 11,000 tons, Asphalt digouts, Concrete Repairs

Project: FY 2009-10 Annual Minor Street Rehabilitation Project

Owner: City of Simi Valley

Contract Amount: \$1,643,666.00

Start Date: 7/2010

Completed: 2011

Contract With: United Water Conservation District - 106 North 8th Street, Santa Paula, CA 93060

Contact:

Brief Description: Pulverize, Grade & Compact Roadway, AC Paving, Asphalt Overlay, Asphalt Swale and Shoulders

Project: Lake Piru Recreation Area 2011 Asphalt Pavement Repairs

Owner: United Water Conservation District

Contract Amount: \$320,429.00

Start Date: 2/2011

Completion: 5/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: (818)-238-3946

Brief Description: Asphalt paving 3,250 tons, R&R Concrete, Utility Adjustment

Project: Various Residential Street Improvement Project

Owner: City of Burbank

Contract Amount: \$569,351.00

Start Date: 4/2011

Completion: 10/2011

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Brief Description: ARHM Overlay, Reconstruct Alleys, Concrete Repairs, Relace Waterline & Valves

Project: Bartolo Square South Phase II

Owner: City of Oxnard

Contract Amount: \$2,478,801.00

Start Date: 3/2011

Completion: 3/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Ariel Baraza (805) 654-2058

Brief Description: Pavement Rehab, R&R Curb and Sidewalk, ARHM Overlay, Shoulder Backing

Project: Pavement Rehabilitation Piru Area Phase I

Owner: County of Ventura

Contract Amount: \$1,528,217.00

Start Date: 12/2010

Completion: 9/2011

ATTACHMENT 3
PAGE 12 OF 34

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: Adam Salehi (818) 238-3946

Brief Description: ARHM Paving 3,000 tons, R&R Curb & Gutter, Sidewalk, Ped. Ramps, Adjust Manholes

Project: Street Improvement Project

Owner: City of Burbank

Contract Amount: \$1,157,609.00

Start Date: 12/2010

Completion: 1/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Jeewoong Kim (805) 654-2065

Brief Description:

Project: Pavement Rehabilitation, Tierra Rejada Rd., Del Norte Rd., Harbor Blvd.

Owner: County of Ventura

Contract Amount: \$1,877,904.00

Start Date: 9/2010

Completion: 11/2011

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Faud Shamout

Brief Description: Grind, ARHM Overlay 1,200 tons, Asphalt digouts, Conventional AC overlay

Project: FY 2009-10 Annual Major Street Rehabilitation Project

Owner: City of Simi Valley

Contract Amount: \$401,852.00

Start Date: Sep-10

Completed

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Faud Shamout

Brief Description: Grind, ARHM Overlay 8,000 tons, minor concrete improvements

Project: Major Street Project

Owner: City of Simi Valley

Contract Amount: \$1,059,122.00

Start Date: Mar-10

Completed May-10

Contract With: City of Burbank - 301 East Olive Street, Burbank, Ca 91502

Contact: Adam

Brief Description: Grind, ARHM Overlay 12,000 Tons, Major Concrete Remove & Replace

Project: Street Improvement Project Bid. No. 1218

Owner: City of Burbank

Contract Amount: \$2,194,817.00

Start Date: 10/2009

Completed 5/2010

Contract With: City of Oxnard - 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

ATTACHMENT 3
PAGE 13 OF 34

Brief Description:

Project: Southwinds Neighborhood Resurfacing

Owner: City of Oxnard

Contract Amount: \$1,981,000.00

Start Date:

Completed 7/2009

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Rose Park Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$813,383.00

Start Date:

Completed: 6/2009

Contract With: County of Ventura – 800 S. Victoria Ave. Ventura, Ca. 93009-1600

Contact: Glenn Derossett – 805-654-2054

Project: Raymond St. Neighborhood Resurfacing

Owner: County of Ventura

Contract Amount: \$676,305.75

Start Date: 9/2/2008

Completed 10/15/2008

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Mansour Moradi

Project: FY 2007-08 Minor Street Overlay Project

Owner: City of Simi Valley

Contract Amount: \$1,796,756.25

Start Date: 7/14/2008

Completed 8/30/2008

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Carriage Square Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$2,295,964.50

Start Date: 5/19/2008

Completion Date: 7/31/2008

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Sea View Estates Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$1,834,000.00

Start Date: 4/14/2008

Completion Date: 6/13/2008

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Via Marina Street Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$2,952,000.00

Start Date: 12/17/2007

Completion Date: 3/28/2008

ATTACHMENT 3
PAGE 15 OF 34

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL
ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS
WHICH ARE A PART OF THIS PROPOSAL)*

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Toro Enterprises, Inc., proposed subcontractor _____, hereby certifies that he has ☒, has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declare under penalty of perjury under the laws of the State of California that the bidder has ____, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ____ No ☒

If the answer is yes, explain the circumstances in the following space.



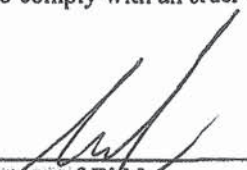
Signature of Bidder

Sean Castillo, Pres.

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.



Signature of Bidder

Sean Castillo, Pres.

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of OXNARD
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



SIGNATURE OF BIDDER

Seem Castillo, Pres.

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



SIGNATURE OF BIDDER Sean Castillo, Pres.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

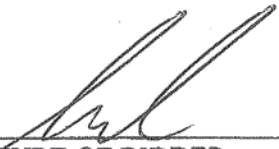
NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



SIGNATURE OF BIDDER

Sean Castillo, Pres

N/A

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05
Attachment G Disclosure of Lobbying Activities
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☐		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

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ATTACHMENT 3
PAGE 23 OF 34

CITY OF OXNARD
SPECIFICATION NUMBER PW13-05

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

BIDDER'S AFFIDAVIT

PROJECT Alley Reconstruction Project

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 I.D. # 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 March 4th, 2014 at Oxnard, California.

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

(CORPORATE SEAL)

SIGNATURE

Sean Castillo

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

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

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 to be taken against the company	✓	

Contractor Officer's Signature:

Title Seem Castillo, Pres

3/4/14
Date

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

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**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

**ATTACHMENT
(TO BE USED AS COVER PAGE FOR ESCROW BID DOCUMENTS)**

***ESCROW BID DOCUMENT CERTIFICATION**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard Alley Reconstruction Project, and that I have personally examined these contents and have found that this bid documentation is complete.

By: 
Title: Jerry Hannigan, Sec.
Firm: Toro Enterprises, Inc.
Date: March 7th, 2014

***IF PROJECT BID IS IN EXCESS OF \$500,000, IT REQUIRES SUBMITTAL OF
ESCROW BID DOCUMENTS BY THE THREE LOWEST BIDDERS AND
THIS DOCUMENT WILL BE INCLUDED WITH THOSE ESCROW BID
DOCUMENTS. THIS DOCUMENT PACKAGE IS DUE WITHIN THREE (3)
BUSINESS DAYS FOLLOWING BID OPENING:
THIS DOCUMENT PACKAGE IS TO BE SUBMITTED TO THE:
CITY GENERAL SERVICES PROCUREMENT
1060 PACIFIC AVE., BLDG. 2
OXNARD, CA. 93030
ATTN: Patricia Friend.**

CITY OF OXNARD
SPECIFICATION NUMBER -PW13-05

CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS

This project is being financed totally or in part by federal grant funds. As such, it is subject to special contract requirements as explained in the "General Conditions (Federal Edition)." Other requirements are listed below and detailed in the "Special Provisions."

Other federal requirements:

The Davis-Bacon Act minimum wages related to this project are included in the bid documents. The effective wage determination and modifications are:

<u>DECISION NUMBER</u>	<u>REVISION DATE</u>	<u>MOD NUMBER</u>
CA140025	01/10/2014	CA25

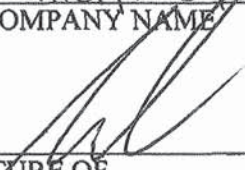
The Davis-Bacon Act provides that all modifications published more than ten days before bid opening shall be applicable. Changes made in a determination after contract award are not effective.

A copy of the wage determination and modifications must be posted at the construction site in a prominent place readily accessible to all workers.

I understand that failure to comply with these requirements will subject me to sanctions imposed by the city or the federal agency providing funds for this project, including possible debarment or suspension from participation in federally-funded construction projects.

THE FOREGOING CERTIFICATE IS FOR:

Toro Enterprises, Inc
FIRM/COMPANY NAME


SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Sean Castillo, President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

March 4th, 2014
DATE OF EXECUTION

B-23

CITY OF OXNARD
SPECIFICATION NUMBER -PW13-05

"SECTION 3" AFFIRMATIVE ACTION PLAN
GENERAL CONDITIONS, FEDERAL EDITION

CONTRACTOR/SUBCONTRACTOR Toro Enterprises, Inc.
PROJECT Alley Reconstruction Project

I. Goals for Utilizing Local Project Area Residents and Businesses

A. Workforce Needs

	<u>TRADE</u>	<u>ALREADY EMPLOYED</u>	<u>TO BE HIRED</u>	<u>"SECTION 3" OBJECTIVE %</u>
Skilled	concrete Finisher	3	0	
Semi-skilled	N/A			
Unskilled	N/A			
Trainees (Apprentices)	LAB	1	0	

Awards to local project area qualified businesses, subcontractors and vendors represents ~~0~~ percent of the value to be subcontracted or supplied.

ITEM DOLLAR VALUE

II. Steps to Accomplish Objectives

A. Minimum Requirements

- 1) Attempt to recruit from the project area through local advertising media and signs placed at the job site, community organizations, and public and private agencies operating within or serving the project area, such as the state employment development department, urban league, etc.
- 2) Maintain a list of all lower-income residents of the project area who have applied either on their own or on referral from any source and employ such persons if otherwise qualified and if openings exist.

B-23A

ATTACHMENT 3
PAGE 29 OF 34

**CITY OF OXNARD
SPECIFICATION NUMBER -PW13-05**

**"SECTION 3" AFFIRMATIVE ACTION PLAN (CONT'D)
GENERAL CONDITIONS, FEDERAL EDITION**

3) Contact project area organizations likely to refer prospective subcontractors.

B. Additional Steps

III. Steps to Secure the Cooperation of Subcontractors and Unions in Meeting These Goals

A. Minimum Requirements

- 1) Incorporate the "Section 3" clause into all subcontracts to complete a "Section 3" Affirmative Action Plan prior to signing the contract.
- 2) Notify the City when the union(s) with which the Contractor has a collective bargaining agreement has not referred to the Contractor or Subcontractor a low income resident worker or the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet "Section 3" goals.

B. Additional Steps

IV. Certification

I certify that I will comply with "Section 3" regulations as established in 24 CFR 135 and will make a good faith effort to meet the goals outlined above, and I hereby appoint:

Sean Castillo, President
Name of Appointee/Official Status with Firm

as the person responsible for the implementation of this plan.

Toro Enterprises, Inc.
FIRM/COMPANY NAME

[Signature]
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

Sean Castillo, President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

March 4th, 2014
DATE OF EXECUTION

B-23B



CM General Services Contract Procurement
Maint. Yard, 1060 Pacific Ave., Bldg. 2 - Oxnard, CA 93030
(805) 385-7821 - Fax (805) 385-8360

February 19, 2014

**ADDENDUM NO. 1
SPECIFICATION NO. PW13-05
ALLEY RECONSTRUCTION PROJECT**

SCHEDULED BID OPENING DATE: MARCH 5, 2014

TO ALL BIDDERS OF RECORD

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

A. The following changes/corrections/additions are made to the F Section, Special Provisions:

1. F Section, Special Provisions, Pages F-33-37 are removed and replaced with new **Section 1180 as REVISED** with this Addendum #1 and copy is included.

QUESTIONS AND ANSWERS -ISSUED FOR CLARIFICATION:

- Q1. Will a Traffic Control Plan be required if alley ways are blocked off to public?
- A1. A Traffic Control Plan WILL BE REQUIRED.**
- Q2. On Sheet 7 of 7, notes call for City Standard Plate 112 for all joints. The City Standard Plate 112 shows joints for sidewalks. Are we to assume expansion joints at 60-ft. on center? Weakened plane joints at 10-ft. on center? And joints 2-ft. each side of flow line?
- A2. Contractors are directed to ignore the reference to City Standard Plate 112 and use the construction joint, score line, transverse and isolation joint detail provided on Sheet Seven (7) of Plans 12-22A.**
- Q3. What is the assumed thickness of existing asphalt and base?
- A3. The assumption was 3-inches of AC over 4-inches of base. Actual conditions were not available during design.**
- Q4. On Sheet 7 of plans there are 4 typical cross sections depicting the 4 alleys. Each section shows the new concrete joining the existing asphalt. What this tells is there is not an asphalt slot adjacent to the new concrete. Is this correct?

- A4. There is no 'SLOT'. The new concrete alley should be poured up against a clean sawcut existing carport or driveway (or header if there are no existing improvements).
- Q5. Plans are calling for a 520-A-2500 concrete mix, the special provisions sheet F-33 contradicts and call for a different concrete mix. Which concrete mix shall be used?
- A5. F Section, Special Provisions Page F-33 is REVISED with this Addendum and a REVISED copy is included. Concrete mix design is to conform to SSPWC (Green Book) Section 201.

Addendum No. 1
Specification No. PW13-05
ALLEY RECONSTRUCTION PROJECT

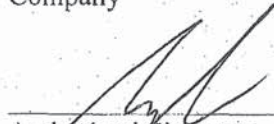
The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

- Two (2) pages of text
F Section, Page F-33-37 Replaced; Section 1180-Revised -7 Pages

Addendum No. 1 Received: Date: 2/19/14

Toro Enterprises, Inc.
Company

2101 E. Ventura Blvd.
Address of Company


Authorized Signature

Oxnard CA 93030
City State Zip Code

Sean Castillo, Pres.
Name and Title, Typed

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



February 20, 2014

ADDENDUM NO. 2
SPECIFICATION NO. PW13-05
ALLEY RECONSTRUCTION PROJECT

SCHEDULED BID OPENING DATE: MARCH 5, 2014

TO ALL BIDDERS OF RECORD

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

A. The following changes/corrections/additions are made to the F Section, Special Provisions:

1. F Section, Special Provisions, Original Pages F-33-37 are REMOVED and Section 1180 issued with Addendum #1 is **REMOVED AND REPLACED** with new **Section 1180 as REVISED with this Addendum #2 and copy is included.**

QUESTIONS AND ANSWERS –ISSUED FOR CLARIFICATION:

- Q1. The drawings for the alley reconstruction do not contain any information on the bench mark and basis of bearing. This information is needed?
- A1. **Attached to this Addendum #2 are three sheets that are being provided for the alleys that address this issue and provide requested information.**
- Q2. Revised Section 1180-2.3 indicates testing air content, compressive strength, and flexural strength; Section 1180-5 states when concrete has attained flexural strength of 500psi or compressive strength of 3000psi; Page 1 of 1180-2.2 states that the mix design shall conform to section 201 of the SSPWC standard specifications (see table 201-1:1 2(A)) which states concrete pavement not integral with curb to be 520-A-2500, integral curb and pavement to be 520-C-2500. Please specify which mix we are to use, as 500psi flexural mix is completely different. There is also a comment about when the concrete attains 3000psi we will open to traffic, yet section 201 call for a 2500psi mix?
- A2. **A REVISED version of Section 1180 is being provided with this Addendum #2 to address all of these issues.**

Addendum No. 2
Specification No. PW13-05
ALLEY RECONSTRUCTION PROJECT

The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

1. Two (2) pages of text
Section 1180-Revised 2nd Edition -7 Pages
Bench Mark & Basis of Bearings - 3 Pages

Addendum No. 2 Received: Date: 2/20/14

Toro Enterprises, Inc
Company

[Signature]
Authorized Signature

2101 E. Ventura Blvd.
Address of Company

Orland CA 93036
City State Zip Code

Sean Castillo, Pres.
Name and Title, Typed

(205) 483-4515
Telephone Number, Including Area Code

UNITED STATES
DEPARTMENT OF LABOR

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Establishment **State** **OSHA Office** **Case Status** ☐ Closed ☐ Open☒ All**Violation Status** ☒ Violations Only ☐ No Violations ☐ Both**Inspection Date****Start Date** **End Date** **Can't find it?**[Wildcard use %](#)[Basic Establishment](#)[Search Instructions](#)[Advanced Search Syntax](#)

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NOTE TO USERS

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

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Telephone: 800-321-OSHA (6742) | TTY: 877-889-5627www.OSHA.gov

ATTACHMENT

PAGE 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

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 AND CARPENTER, INC. 805-525-3390	500 E. MAIN ST. SANTA PAULA, CA 93060	SURVEY	L.S.# 7998	LAND SURVEY
2. CPR TRUCKING, INC. 6501	12625 ARROYO ST. SUNNYVALE, CA 91342 * S.C.	TRUCKING S.C.		
3.				

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

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

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**

**CITY OF OXNARD
SPECIFICATION NUMBER -PW13-05**

BIDDER'S NAME Toro Enterprises, Inc.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) INFORMATION FOR CDBG FUNDED PROJECTS

In accordance with Federal policies and requirements to promote and encourage the use of minority and women owned enterprises, the City of Oxnard adopted a Minority and Women's Business Enterprise Plan which asks contractors to ensure that MBE/WBE's have maximum opportunity to participate in contracts with the City (see pages E-20 through E-28). If the CDBG assigned minimum goals are not achieved, each bidder shall submit full documentation showing good faith efforts (see page E-26). Failure to meet the goals or to demonstrate a good faith effort may result in a rejection of your bid.

The following information must be provided at the time the bid is submitted for all MBE/WBE contractors, subcontractors, suppliers, and prefabricators. A completed "minority and women's business enterprise questionnaire" (B-6B) must be submitted only for each MBE/WBE not currently certified by Caltrans. All subcontractors must be listed on the "list of subcontractors."

Name of MBE/WBE	Current Caltrans Certification Number	B-6B Questionnaire Attached (Y/N)	Description of Work	MBE/WBE	Dollar Amount of Contract
CPR. TRUCKING, INC. 17625 ARROW ST. SILMAR, CA. 91342 818-837-8333	31390	NO	TRUCKING	WBE, MBE, DBE.	20,418. ⁰⁰

PERSON COMPLETING THIS FORM:

GOAL ASSIGNED

GOAL ACHIEVED

Total

Minority Business

Total Bid Amount

Women's Business

Total Bid Amount

Signature [Signature] Date 3/4/14

Person's Name & Title, Typed
Sean Castillo, President

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

ATTACHMENT
PAGE 3 OF 3

B-6-A

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-05**

REFERENCES

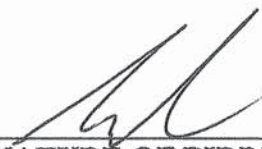
BIDDER'S NAME Toro Enterprises, Inc.

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		
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**



REFERENCE LIST

PAVING

Contract With: County of Ventura

Contact: Ariel Baraza (805) 654-2058

Brief Description: Cold Milling, AC Taper with Key, ARHM Overlay

Project: Pavement Resurfacing-Meiners Oaks Area

Owner: County of Ventura

Contract Amount: \$1,483,512.00

Completed: 4/2013

Contract With: City of Ventura

Contact: Ernie Ferrer (805) 677-3905

Brief Description: Cold Milling, ARHM Overlay, PCC Cross gutters, C&G, Sidewalk

Project: Street Resurfacing (Phase II) Fairview Drive Neighborhood

Owner: City of Ventura

Contract Amount: \$532,144.00

Completed: 1/2013

Contract With: City of Ventura - 501 Poli Street, Ventura, CA 93001

Contact: Ernie Ferrer (805-677-3905)

Brief Description: Cold Mill, ARHM 5,900 tons, Concrete Pavement Repairs, Access Ramps

Project: Main Street Resurfacing

Owner: City of Ventura

Contract Amount: \$1,500,877.00

Start Date: 1/2012

Completion: 10/2012

Contract With: City of Compton - 205 S. Willowbrook Ave., Compton, CA 90220

Contact: Kambiz Shoghi (310) 605-6242

Brief Description: AC Paving 4,000 tons, Cold Mill 190,000sf, Curb & Gutter and Sidewalk R&R

Project: Greenleaf Street Improvement Project

Owner: City of Compton

Contract Amount: \$443,350.00

Start Date: 4/2012

ATTACHMENT 6

PAGE 2 OF 6

Completion: 8/2012

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Bob Krock

Brief Description: Grind, Conventional AC Overlay 11,000 tons, Asphalt digouts, Concrete Repairs

Project: FY 2009-10 Annual Minor Street Rehabilitation Project

Owner: City of Simi Valley

Contract Amount: \$1,643,666.00

Start Date: 7/2010

Completed: 2011

Contract With: United Water Conservation District - 106 North 8th Street, Santa Paula, CA 93060

Contact:

Brief Description: Pulverize, Grade & Compact Roadway, AC Paving, Asphalt Overlay, Asphalt Swale and Shoulder

Project: Lake Piru Recreation Area 2011 Asphalt Pavement Repairs

Owner: United Water Conservation District

Contract Amount: \$320,429.00

Start Date: 2/2011

Completion: 5/2011

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: (818)-238-3946

Brief Description: Asphalt paving 3,250 tons, R&R Concrete, Utility Adjustment

Project: Various Residential Street Improvement Project

Owner: City of Burbank

Contract Amount: \$569,351.00

Start Date: 4/2011

Completion: 10/2011

Contract With: City of Oxnard - 305 W. Third Street, Oxnard, CA 93030

Contact: Raymond Williams (805) 385-7902

Brief Description: ARHM Overlay, Reconstruct Alleys, Concrete Repairs, Relace Waterline & Valves

Project: Bartolo Square South Phase II

Owner: City of Oxnard

Contract Amount: \$2,478,801.00

Start Date: 3/2011

Completion: 3/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Ariel Baraza (805) 654-2058

Brief Description: Pavement Rehab, R&R Curb and Sidewalk, ARHM Overlay, Shoulder Backing

Project: Pavement Rehabilitation Piru Area Phase I

Owner: County of Ventura

Contract Amount: \$1,528,217.00

Start Date: 12/2010

Completion: 9/2011

ATTACHMENT 6
PAGE 3 OF 6

Contract With: City of Burbank - 301 East Olive Street, Burbank, CA 91502

Contact: Adam Salehi (818) 238-3946

Brief Description: ARHM Paving 3,000 tons, R&R Curb & Gutter, Sidewalk, Ped. Ramps, Adjust Manholes

Project: Street Improvement Project

Owner: City of Burbank

Contract Amount: \$1,157,609.00

Start Date: 12/2010

Completion: 1/2012

Contract With: County of Ventura - 800 South Victoria Ave., Ventura, CA 93009

Contact: Jeewoong Kim (805) 654-2065

Brief Description:

Project: Pavement Rehabilitation, Tierra Rejada Rd., Del Norte Rd., Harbor Blvd.

Owner: County of Ventura

Contract Amount: \$1,877,904.00

Start Date: 9/2010

Completion: 11/2011

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Faud Shamout

Brief Description: Grind, ARHM Overlay 1,200 tons, Asphalt digouts, Conventional AC overlay

Project: FY 2009-10 Annual Major Street Rehabilitation Project

Owner: City of Simi Valley

Contract Amount: \$401,852.00

Start Date: Sep-10

Completed

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Faud Shamout

Brief Description: Grind, ARHM Overlay 8,000 tons, minor concrete improvements

Project: Major Street Project

Owner: City of Simi Valley

Contract Amount: \$1,059,122.00

Start Date: Mar-10

Completed May-10

Contract With: City of Burbank - 301 East Olive Street, Burbank, Ca 91502

Contact: Adam

Brief Description: Grind, ARHM Overlay 12,000 Tons, Major Concrete Remove & Replace

Project: Street Improvement Project Bid. No. 1218

Owner: City of Burbank

Contract Amount: \$2,194,817.00

Start Date: 10/2009

Completed 5/2010

Contract With: City of Oxnard - 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

ATTACHMENT 3
PAGE 4 OF 6

Brief Description:

Project: Southwinds Neighborhood Resurfacing

Owner: City of Oxnard

Contract Amount: \$1,981,000.00

Start Date:

Completed 7/2009

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Rose Park Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$813,383.00

Start Date:

Completed: 6/2009

Contract With: County of Ventura – 800 S. Victoria Ave. Ventura, Ca. 93009-1600

Contact: Glenn Derossett – 805-654-2054

Project: Raymond St. Neighborhood Resurfacing

Owner: County of Ventura

Contract Amount: \$676,305.75

Start Date: 9/2/2008

Completed 10/15/2008

Contract With: City of Simi Valley - 2929 Tapo Canyon Rd. Simi Valley Ca. 93063

Contact: Mansour Moradi

Project: FY 2007-08 Minor Street Overlay Project

Owner: City of Simi Valley

Contract Amount: \$1,796,756.25

Start Date: 7/14/2008

Completed 8/30/2008

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Carriage Square Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$2,295,964.50

Start Date: 5/19/2008

Completion Date: 7/31/2008

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Sea View Estates Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$1,834,000.00

Start Date: 4/14/2008

Completion Date: 6/13/2008

ATTACHMENT 6
PAGE 5 OF 6

Contract With: City of Oxnard – 305 W. Third Street Oxnard Ca. 93030

Contact: Raymond Williams #805-385-8051

Project: Via Marina Street Resurfacing Project

Owner: City of Oxnard

Contract Amount: \$2,952,000.00

Start Date: 12/17/2007

Completion Date: 3/28/2008

ATTACHMENT 6
PAGE 6 OF 6



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board

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	3/11/2014
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	<u>GENERAL ENGINEERING CONTRACTOR</u>	
	<u>CONTRACTOR'S BOND</u>		
	This license filed a Contractor's Bond with <u>AMERICAN CONTRACTORS INDEMNITY COMPANY.</u>		
Bonding	Bond Number: 187599		
	Bond Amount: \$12,500		
	Effective Date: 01/01/2007		
	<u>Contractor's Bond History</u>		
	BOND OF QUALIFYING INDIVIDUAL		

ATTACHMENT
PAGE 2 C

ATTACHMENT 7
PAGE 2 OF 8

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
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DEPARTMENT OF CONSUMER AFFAIRS

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
RUBEN MENDEZ ORTEGA	RMO	08/01/1995	05/30/2012	C-8	More
SEAN ALEJANDRO CASTILLO	RMO/CEO/PRES	08/01/1995		A	
MARK JAMES ROSEN	OFFICER	08/01/1995	06/28/1999		
JEROME HANNIGAN JR	OFFICER	04/24/2003			

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ATTACHMENT 7
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SURETY COMPANY INFORMATION**Surety Company
Code:** G52**Company
Information:**

**AMERICAN CONTRACTORS
INDEMNITY COMPANY**
601 S FIGUEROA STREET SUITE 1600
LOS ANGELES, CA 90017-5721
(310) 649-0990

[print](#)[>> close window <<](#)ATTACHMENT 7
PAGE 4 OF 8



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board**Contractor's Bond History****Contractor License#:** 710580**Contractor Name:** TORO ENTERPRISES INC

SURETY COMPANY	BOND#	BOND AMOUNT	EFFECTIVE DATE	CANCELLATION DATE
<u>AMERICAN CONTRACTORS INDEMNITY COMPANY</u>	187599	\$12,500	01/01/2007	
<u>AMERICAN CONTRACTORS INDEMNITY COMPANY</u>	187599	\$10,000	01/01/2004	01/01/2007
<u>AMERICAN CONTRACTORS INDEMNITY COMPANY</u>	187599	\$7,500	07/19/2003	01/01/2004
<u>STAR INSURANCE COMPANY</u>	SA5041153	\$7,500	07/19/1995	07/19/2003

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ATTACHMENT 7
PAGE 5 OF 8

WORKERS COMPENSATION INSURANCE COMPANY INFORMATION

Insurance Company Code: 379

Company Information: OLD REPUBLIC GENERAL
INSURANCE CORPORATION
307 N MICHIGAN AVE 17TH FLR
CHICAGO, IL 60601
(800) 331-5554

[print](#)

[>> close window <<](#)

ATTACHMENT 7
PAGE 6 OF 8



DEPARTMENT OF CONSUMER AFFAIRS

Contractors State License Board**Workers' Compensation History****Contractor License#:** 710580**Contractor Name:** TORO ENTERPRISES INC

INSURANCE COMPANY	POLICY#	EFFECTIVE DATE	EXPIRATION DATE	CANCELLATION DATE
<u>OLD REPUBLIC GENERAL INSURANCE CORPORATION</u>	A1CW04331301	10/01/2012	10/01/2014	
<u>ZURICH AMERICAN INSURANCE COMPANY</u>	WC655458202	10/01/2011	10/01/2012	
<u>ZURICH AMERICAN INSURANCE COMPANY</u>	WC655458201	10/01/2010	10/01/2011	
<u>ZURICH AMERICAN INSURANCE COMPANY</u>	655458200	10/01/2009	10/01/2010	
<u>SEABRIGHT INSURANCE COMPANY</u>	BB1081548	10/01/2008	10/01/2009	
<u>SEABRIGHT INSURANCE COMPANY</u>	BB1071548	10/01/2007	10/01/2008	
<u>STATE COMPENSATION INSURANCE FUND</u>	7653075	10/01/2005		10/01/2007
<u>STATE COMPENSATION INSURANCE FUND</u>	6653075	10/01/2004	10/01/2006	
<u>STATE COMPENSATION INSURANCE FUND</u>	6653075	10/01/2004	10/01/2005	

ATTACHMENT 7
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COMPENSATION

INSURANCE

7653075

10/01/2004 10/01/2005

FUND

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ATTACHMENT 7
PAGE 8 OF 8

Certificate of Publication

Ad #342916

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. 31, Feb. 07, 2014

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

Dated this Feb. 07, 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 PW13-05 for Alley Reconstruction at Four Locations Project. The work will consist of reconstructing asphalt concrete alleys at four City area locations with 6-inch concrete over 6-inch aggregate base. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's 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's online Plan Room, CyberCopyReprographics - www.cybercopyreprographics.com or phone (805) 642-3292, fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00 shipping and handling starting on MONDAY, FEBRUARY 3, 2014. The Plans and Specifications may also be obtained in CD format for a fee of \$35.00 including shipping and handling. For 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, Civic Center, 305 W. Third St., Oxnard at 8:30 A.M. on WEDNESDAY, FEBRUARY 12, 2014. All prospective bidders are urged to attend.

Some or all of this project is funded by CDBG funds and all applicable rules must be followed. 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 job site. 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, MARCH 5, 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 01/31/14 & 02/07/14 Ad No.342916

ATTACHMENT 8
PAGE 1 OF 2

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

Notice To Bidders Project Specification

PW-13-05

STATE OF CALIFORNIA COUNTY OF VENTURA

I Manuel Muñoz

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Jan. 30, Feb. 6, 2014

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

6th day of February 2014


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW13-05 for the Alley Reconstruction at Four Locations Project. The work will consist of asphalted concrete alleys at four City area locations with 6-inch concrete over 6-inch aggregate base. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's 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's online Plan Room, CyberCopyReprographics

www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$75.00 plus \$25.00

shipping and handling starting on MONDAY, FEBRUARY 3, 2014. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For 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, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, FEBRUARY 12, 2014. All prospective bidders are urged to attend. Some or all of this project is funded by CDBG funds and all applicable rules must be followed. 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 job site. 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, MARCH 5, 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. VCVN Publishing Dates: 01/30/2014 02/06/2014

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES 805-385-7821. VCVN Publishing Dates: 01/30/2014 02/06/2014

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ATTACHMENT 8

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Meeting Date: 07/30/13

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

Prepared By: *L.B.* Lou Balderrama, City EngineerAgenda Item No. S-12Reviewed By: City Manager *JRB*, City Attorney *SMF*, Finance *JVC*, Public Works

DATE: July 10, 2013

TO: City Council

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

SUBJECT: Project Specification PW13-05 Alleyways Reconstruction Project

RECOMMENDATION

That City Council approve Project Specification No. PW13-05 for the design and reconstruction of the alleyways of Alley West of Terrace Avenue, Alley East of Samuel Avenue, Alley South of Hill Road, and Alley West of Saviers Road and authorize staff to solicit bids.

DISCUSSION

Project Specification No. PW13-05 for the design and reconstruction of the alley west of Terrace Avenue bounded by Pleasant Valley Road and East Bard Road in the Terrace Estates Neighborhood; the alley east of Samuel Avenue bounded by East Yucca Avenue and La Canada Avenue in the Blackstock South Neighborhood; the alley south of Hill Street bounded by South 'C' Street and Saviers Road in the Hobson Park East Neighborhood; and the alley west of Saviers Road bounded by West Birch Street and Hill Street in the Hobson Park East Neighborhood.

The project consists of replacing the existing asphalt surface with concrete at the subject locations. The project includes the installation of a 6-inch cement concrete pavement over a 6-inch aggregate base, adjustment to manholes, water valves, and water meter covers to finished grade. The project plans and specifications are designed to provide a useful life cycle of approximately 30 years to all the improvements and are in compliance with the Americans with Disabilities Act.

After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

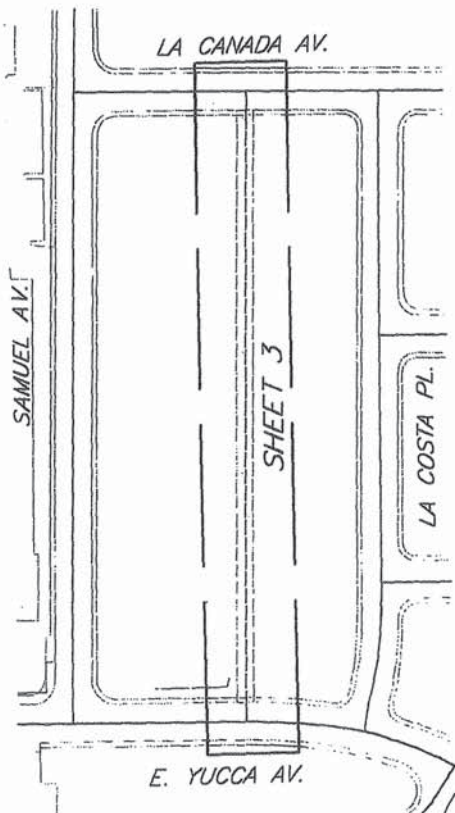
FINANCIAL IMPACT

Project funding is available from Measure "O" Half-Cent Sales Tax appropriated for repair of alleyways.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW13-05 for the Alleyways Reconstruction 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.

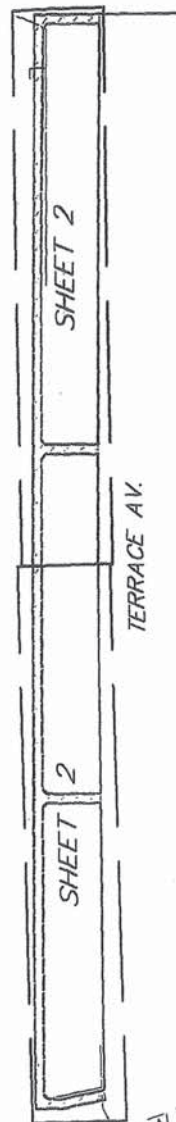
ATTACHMENT 9
PAGE 1 OF 3



LOCATION MAP
NO SCALE



E. BARD RD.



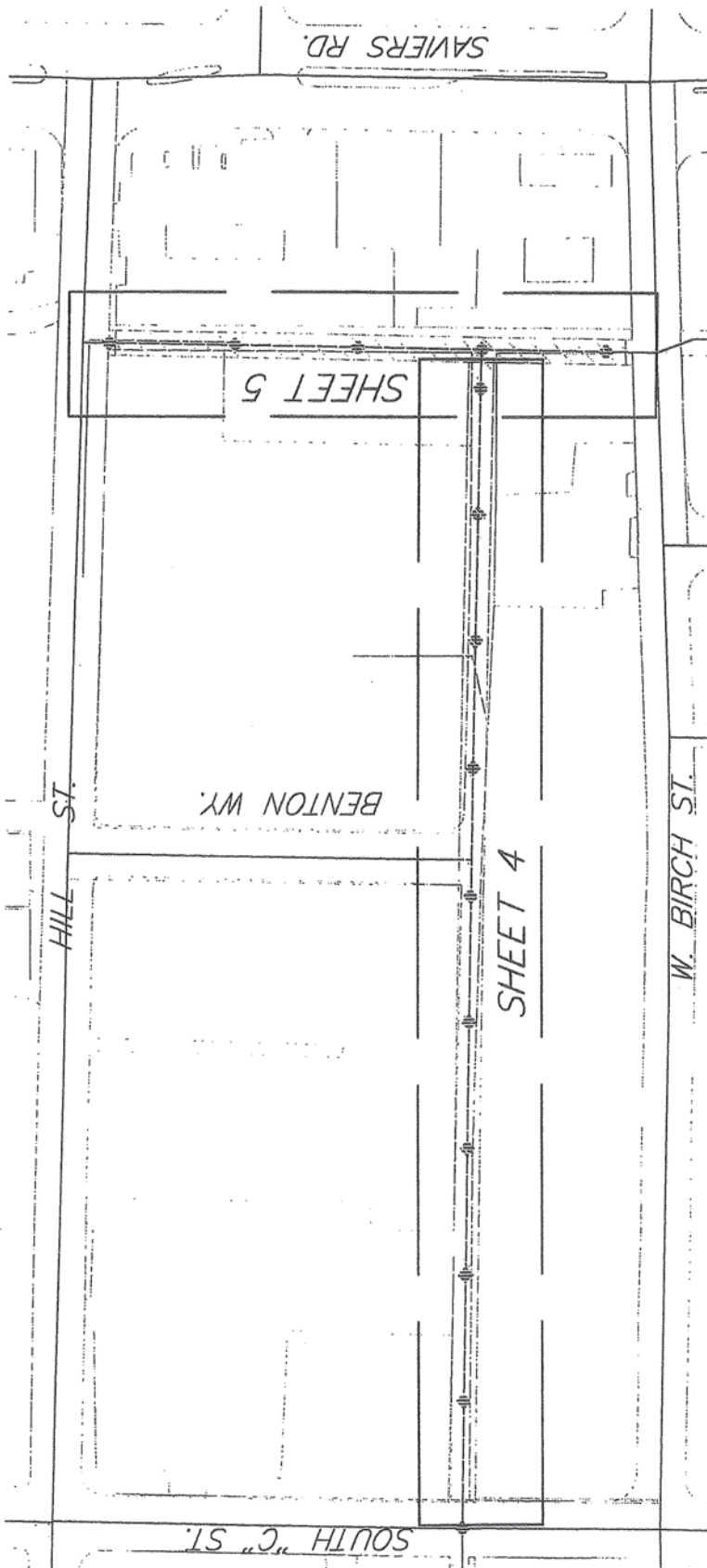
PLEASANT VALLEY RD.

LOCATION MAP
NO SCALE



ATTACHMENT 9
PAGE 2 OF 3

Attachment No. 1
Page 1 of 2



LOCATION MAP

NO SCALE

ATTACHMENT 9
PAGE 3 OF 3

Attachment No. 1
Page 2 of 2



Meeting Date: 04/8/14

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*Agenda Item No. *S-4*Reviewed By: City Manager *mmh* City Attorney *SMF* Finance *JLC* Other (Specify) _____**DATE:** March 18, 2014**TO:** City Council**FROM:** James A Williams, Fire Chief
Fire Department *James A Williams***SUBJECT:** Purchase Order with Pierce Manufacturing, Inc.**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a purchase order with Pierce Manufacturing, Inc., in the amount of \$640,846, for the purchase of one fire engine for Fire Station #8.

DISCUSSION

On June 11, 2013, City Council approved the purchase of fire apparatus as part of the Fire Station #8 project.

The Purchasing Procedures of the City of Oxnard, which were adopted as part of Resolution No. 13,932, authorize the City to purchase supplies, equipment and trade services in cooperation with other public entities by entering into contracts made available through the auspices of another public entity that has complied with its own procedures for the purchase.

Pursuant to the Purchasing Procedures, the Fire Department requests to purchase one fire engine from Pierce Manufacturing by utilizing an award from the City of Newport Beach to Pierce Manufacturing as the low bidder for a similarly equipped fire engine. This purchase has been reviewed and approved by the Contract Compliance Review Committee.

FINANCIAL IMPACT

Funds have been authorized from Measure O funds, account # 104-2280-826-8606, project 132201.

Attachment No. 1 – Purchase Order



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

CCRC

REVIEWED
3/11/14

**PURCHASE
ORDER NO.
004812**

DATE: 3/12/2014

VENDOR PHONE: (920)832-3000

VENDOR FAX: () -

VENDOR #: 7394

VENDOR ADDRESS: PIERCE MANUFACTURING INC.
P.O. BOX 2017
APPLETON, WI 54912-2017

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/01/2014		0000001512	02/26/2014		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10422808268606		MIKE MORE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	PIERCE TYPE 1 ENGINE	
640,846.00		1.0000 640,846.00
/ DL		

TOTAL PURCHASE AMOUNT

\$640,846.00

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

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less 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 CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.



Meeting Date: 4/8/14

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW* Agenda Item No. 5-5

Reviewed By: City Manager *MMH* City Attorney *FT* Finance *J.C.* Other (Specify) _____

DATE: March 6, 2014

TO: City Council

FROM: James A Williams Fire Chief *James A. Williams*
Fire Department

SUBJECT: Authorization to Apply for Grant from the Federal Emergency Management Agency Assistance to Firefighters Grant – Fire Prevention and Safety Grant in the Amount of \$213,750

RECOMMENDATION

That City Council authorize:

1. The Fire Chief to submit an application to the the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$213,750;
2. The City Manager to execute the grant agreement if grants funds are awarded to the City;
3. The Finance Director to appropriate the funds and perform all other required financial actions;
4. The Fire Chief or designee to submit non-financial reports.

DISCUSSION

The United States Fire Administration reported that in 2013, an estimated 365,500 homes experienced a fire resulting in 2,560 deaths and 13,275 injuries. Deaths occurred 80% of the time in residential fires. Property loss due to these fires was estimated at 66 billion dollars.

The majority of fire deaths occur at night, while everyone is asleep. Adequate smoke alarms are a necessity to provide sufficient early warning in case of a fire.

The City of Oxnard Fire Department is requesting approval to submit an application to the Federal Emergency Management Agency in the amount of \$213,750. Fire Departments are eligible for these grants from the FEMA Assistance to Firefighter Grants program to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on a yearly basis. If awarded, the anticipated award date for this application is September, 2014.

This grant award will fund a Fire Prevention Public Education Program for the residents of the City of Oxnard. The program will provide bi-lingual educational materials and 2,000 long life smoke detectors. The detectors will be made available to the residents of the City of Oxnard at no cost. The program also provides funding for one year for a public education specialist to coordinate and deliver the educational program to the population of the City of Oxnard and to coordinate the installation of smoke detectors.

This program would complement a recently completed grant funded smoke and carbon monoxide detector installation program for senior citizens. A 2012 FEMA grant provided \$351,200 for public education and the distribution and installation of 10,000 smoke and carbon monoxide detectors for Oxnard residents.

FINANCIAL IMPACT

If awarded, \$213,750 in funding would be provided by FEMA. The grant program requires a five percent (5%) matching contribution from the City of \$11,250. Funding would be from account 101-2202-802-8104.

Attachment No. 1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of a grant application to the Federal Emergency Management Agency (FEMA) for \$213,750 in Assistance to Firefighter grant funds to enhance their ability to protect the public.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for a smoke detector program. 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 Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 8th day of April, 2014, by the following vote:

AYES:

NOES:

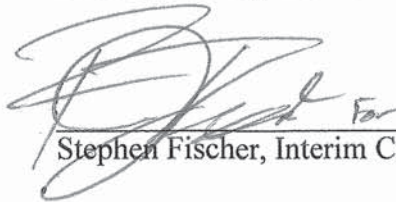
ABSENTS:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen Fischer, Interim City Attorney

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

Prepared By: Brad Windsor, Assistant Fire Chief

Agenda Item No. 5-6

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

DATE: February 26, 2014

TO: City Council

FROM: James A Williams, Fire Chief
Fire Department

[Signature: James Williams]

SUBJECT: Mutual Aid Agreement with Navy Region Southwest Fire & Emergency Services

RECOMMENDATION

That City Council authorize the Mayor to sign a mutual aid agreement to provide services upon request to the Navy Region Southwest Fire & Emergency Services.

DISCUSSION

Mutual aid agreements exist between most fire agencies throughout the United States. Aid may be requested during large emergencies from other agencies to assist in controlling the emergency.

The Navy Region Southwest Fire & Emergency Services is comprised of Naval Base Ventura County Point Mugu and Port Hueneme fire departments. Prior to the consolidation of both of the naval bases into one region, mutual aid agreements were in effect with both Port Hueneme and Point Mugu fire departments. The mutual aid agreement with Port Hueneme was in effect since September 6, 1983 and the mutual aid agreement with Point Mugu since January 25, 1994.

This agreement supersedes all previous agreements between Point Mugu & Port Hueneme fire departments and the City of Oxnard. The mutual aid agreement also includes Ventura County Fire Department and the San Buenaventura Fire Department to provide services to Navy Region Southwest Fire & Emergency Services upon request. The other agencies anticipate completion of the agreement by the end of April 2014.

FINANCIAL IMPACT

This agreement operates on a reciprocal basis and may result in some aid being rendered to or received from Navy Region Southwest Fire & Emergency Services. The Oxnard Fire Department and the Navy Regional Southwest Fire & Emergency Services agree to receive or render assistance without the expectation of reimbursement. This agreement is in compliance with state wide accepted industry standards.

Attachment No. 1 – Mutual Aid Agreement for the Provision of Fire Fighting Assistance

**MUTUAL AID AGREEMENT
FOR THE PROVISION OF
FIRE FIGHTING ASSISTANCE**

THIS MUTUAL AID AGREEMENT FOR THE PROVISION OF FIRE FIGHTING ASSISTANCE (hereinafter, the "Agreement") is made and entered into this 1st day of March 2014 by and between the Commander, Navy Region Southwest, the City of San Buenaventura, a California municipal corporation, the City of Oxnard, a California municipal corporation, and the County of Ventura, a political subdivision of the State of California (hereinafter, collectively referred to as the "Agencies"). The Agencies are sometimes individually referred to as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and response to hazardous materials incidents occurring within areas under their respective jurisdictions; and

WHEREAS, each of the Parties hereto maintains equipment and personnel for the protection of life and property from fire to include basic medical support, basic and advanced life support, special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection and hazardous material response capabilities available in their respective jurisdictions by entering into this Agreement; and

WHEREAS, the lands or districts comprising the respective jurisdictions of the Parties are adjacent or contiguous to one another such that the rendering of mutual assistance between the Parties in response to a fire or hazardous material incident is feasible; and

WHEREAS, it is the policy of the Department of the Navy and the Commander, Naval Region Southwest, to enter into Mutual Aid Agreements (MAA) with non-Federal Fire Departments located in the vicinity of a Naval installation, whenever practicable; and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this Agreement to memorialize their willingness and ability to render assistance to one another, in order to enhance the safety and security of the civilian community and of NBVC and outlying installations and facilities.

NOW, THEREFORE, BE IT AGREED THAT:

1. Pursuant to 42 U.S.C. §1856a, DODI 6055.06, and OPNAVINST 11320.23G, the Parties enter into this Agreement to provide personnel and equipment required for fire prevention; the protection of life and property from fire; fire fighting and suppression to include emergency services, including basic medical support, basic and advanced life support; hazardous material containment and confinement; and special rescue events involving vehicular and water mishaps; and trench, building, and confined space extractions.

2. The senior officer of a Fire Department belonging to a Party to this Agreement, or the senior officer of such Fire Department actually present at a fire or hazardous material incident, may

request fire fighting assistance under the terms of this Agreement from the other Party's Fire Department, whenever he/she deems it necessary to make such a request.

3. The requesting and rendering of assistance from one Party to the other under the terms of this Agreement shall be accomplished in accordance with detailed operational plans and procedures, which shall be developed by each of the Parties. The technical heads of each Party's Fire Departments shall work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

a. The senior officer on duty of the Fire Department receiving a request for assistance shall take the following actions:

(1) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(2) In accordance with the terms of this Agreement, forthwith dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts as in the judgment of the senior officer receiving the call can be provided to the requesting Fire Department without jeopardizing the mission of the Fire Department providing such resources.

b. The senior officer of the Fire Department requesting assistance shall normally assume full charge of the operations at the scene of the fire or other emergency. However, under procedures agreed to by the technical heads of the Fire Departments involved, a senior officer of the Fire Department furnishing the assistance may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

4. The rendering of assistance under the terms of this Agreement shall not be mandatory.

a. The Party receiving a request for assistance shall endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

b. Neither Party shall hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire suppression and hazardous material incident response needed within their own jurisdictions.

5. The officers and personnel of the Fire Departments of the Parties to this Agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours (consistent with local security requirements) and, as feasible, to jointly conduct pre-fire planning inspections, drills and training.

6. Each Party hereby agrees that the general intent with respect to the rendering of assistance under this Agreement is not to seek reimbursement from the Party requesting such assistance. Exceptions to this understanding would apply in the event of lost or damaged equipment, substantial amounts of supplies expended that directly related to support provided under this Agreement, or other significant costs incurred that exceed originally available funding as

demonstrated by documentary proof of un-programmed/unbudgeted/un-forecasted outlays and expenditures that were directly related to support provided under this MAA.

a. Under the authority of 15 U.S.C. § 2210 and 44 C.F.R § 151, Agencies are permitted to seek reimbursement for direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States.

b. Under the authority of 42 U.S.C. § 1856a, any Party may seek reimbursement from another Party for the costs incurred by it in providing services to the other Party in response to a request for assistance.

7. As required by Federal law as a condition precedent to entering into this Agreement, the Parties hereby waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

8. Independent of, and in addition to, any provisions of this Agreement, NBVC is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DOD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206; DOD 3025.18.

TRAINING:

1. Whenever a Party hosts fire protection training for its own Fire Department ("Host Department") it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of another Party or Parties ("Guest Department").

2. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate. Further, any such training will be provided on a space available basis only.

3. The Guest Department and/or its members will be solely responsible for the payment of any and all costs necessary for the Guest Department personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

4. This Agreement is entered into voluntarily by all Parties with no obligation on the part of any Party to provide such training to another Party or Parties or, if such training is offered to another Party or Parties, to participate in such training.

5. The Guest Department is responsible for ensuring that its members observe all rules, regulations, and guidelines established by the Host Department for training provided by the Host Department, as such rules, regulations and guidelines are made known to the Guest Department.

a. Participating Agencies, to the fullest extent permitted by law, shall indemnify, release, discharge and hold each other, their officers, agents, or employees, harmless and agree to defend Host Department from and against any and all liabilities, losses, damages, claims, lawsuits, causes of action, economic losses and expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit) caused or asserted to have been caused, directly or indirectly, by the negligence or willful misconduct of a participating Agency,

its officers, agents, or employees, arising from participating Agency's performance of this Agreement.

b. Hosting Agencies, to the fullest extent permitted by law, shall indemnify, release, discharge and hold the participating Agencies, their officers, agents, or employees, harmless and agrees to defend each participating Agency from and against any and all liabilities, losses, damages, claims, lawsuits, causes of action, economic losses and expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit) caused or asserted to have been caused, directly or indirectly, by the negligence or willful misconduct of a hosting Agency, its officers, agents, or employees, arising from Host Department's performance of this Agreement.

c. It is the intention of the participating and hosting Agencies that the provisions of this Section be limited and interpreted to impose on each Party responsibility for the negligence or willful misconduct of their respective officers, agents and employees arising out of any fiscal obligation derived from the performance of this Agreement. This section is not applicable to any actions, events or occurrences arising out of the respective participating Agency's fire suppression and protection activities, basic medical and life support efforts, hazardous material response activities, and investigative or other services arising from the respective Party's participation in this Agreement.

d. To the extent permitted by law, the Parties hereto waive all claims against any another Party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement. Additionally, nothing in this Agreement shall be construed to obligate the United States or the Department of the Navy to any current or future expenditure of money in advance of the availability of appropriations for such purposes from the U.S. Congress.

6. The Host Department reserves the right to deny training to any member of the Guest Department who does not meet the prerequisites necessary to attend the training which is offered by the Host Department under the terms of this Agreement.

Execution of this Agreement:

This Agreement shall become effective upon the date of the last signature below ("Effective Date"), and shall remain in full force and effect until cancelled by mutual agreement of the Parties, or upon the provision of at least sixty (60) days advance written notice from the Party desiring to terminate this Agreement to the other Parties. Upon becoming effective, this Agreement shall supersede all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement. This Agreement will remain in effect until six years from the Effective Date and will be reviewed triennially.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF SAN BUENAVENTURA

CHERYL HEITMANN, Mayor

Date

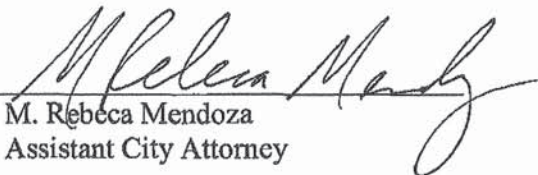


DON McPHERSON
Fire Chief

3-4-14

Date

APPROVED AS TO FORM:
Ariel Pierre Calonne, City Attorney

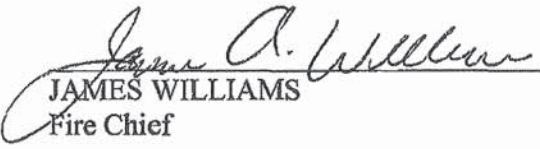
By: 
M. Rebeca Mendoza
Assistant City Attorney

[ADDITIONAL SIGNATURES FOLLOW]

CITY OF OXNARD

TIM FLYNN
Mayor

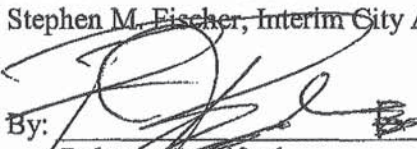
Date


JAMES WILLIAMS
Fire Chief

Date

3-12-14

APPROVED AS TO FORM:
Stephen M. Fischer, Interim City Attorney

By: 
Rahsaan J. Tilford
Assistant City Attorney

[ADDITIONAL SIGNATURES FOLLOW]

COUNTY OF VENTURA

MARK LORENZEN
Fire Chief

Date

COMMANDER, NAVY REGION SOUTHWEST

FRANK MONTONE
Regional Fire Chief

Date

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

Prepared By: Susan Duenas, Disaster Preparedness Coordinator *S.D.* Agenda Item No. 5-7

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

DATE: March 20, 2014

TO: City Council

FROM: James Williams, Fire Chief
Fire Department

James Williams

SUBJECT: Recognize Revenue and Appropriate Funds for the 2013 Emergency Management Performance Grant (EMPG)

RECOMMENDATION

That City Council approve a Special Budget Appropriation to Recognize Revenue and Appropriate Funds in the amount of \$46,086 from the 2013 Emergency Management Performance Grant (EMPG).

DISCUSSION

The 2013 EMPG is funded by the U.S. Department of Homeland Security and administered through the California Office of Emergency Services. The funds are distributed to the City on a reimbursement basis through the Ventura County Sheriff's Office of Emergency Services. Grant funds must be used to prevent, prepare for, mitigate against, or recover from natural or man-made emergencies and disasters.

The City will utilize the grant funds to offset costs associated with the Disaster Preparedness Coordinator salary, and associated equipment and supplies. The specific activities of the Disaster Preparedness Coordinator that meet the purpose of the grant include ensuring National Incident Management System (NIMS) compliance, training of Emergency Operations Center (EOC)/City staff and promotion of community readiness through programs such as Community Emergency Response Team (CERT).

FINANCIAL IMPACT

The reimbursable grant funding will be recognized in EMPG Project No. 772236. The grant requires a match of \$46,086, which will be met from general funds approved FY 2013-2014 budget for the salary of the City's Disaster Preparedness Coordinator.

Attachment #1 - Resolution

Attachment #2 - Special Budget Appropriation

Attachment #3 - Grant Award Letter

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD DESIGNATING AUTHORIZED AGENTS

THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES THAT THE FIRE CHIEF, ASSISTANT FIRE CHIEF OR FIRE DEPARTMENT TRAINING CHIEF are hereby Authorized Agents to execute for and on behalf of the named applicant, the City of Oxnard, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

PASSED AND ADOPTED this 8th day of April 2014, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen Fischer, Interim City Attorney

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire
Project/Program _____
Manager: James Williams

Date: March 20, 2014
Phone: 385-7717

Reason for Appropriation:

Recognized FY13-14 Emergency Management Performance Grant CFDA# 97.042, Grant# 2013-0047 of \$46,086

Accounts and Descriptions

AMOUNT

Fund: **STATE TERM GRANTS FUND (217)**

Revenues/Transfers In

EMPG 13-14 STATE GRANT (Project 772236)

217-2226-532.72-31 FEDERAL GRANT REVENUES 46,086

Sub-total Revenues 46,086

Expenditures/Transfers Out

EMPG 13-14 STATE GRANT (Project 772236)

217-2226-802.80-01 PERSONAL SERVICES / DIRECT LABOR-REGULAR 30,000

217-2226-802.81-34 MINOR EQP-SHOP/FIELD 16,086

Sub-total Expenditures 46,086

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

James Williams
James Cameron

ATTACHMENT 2
Page 1 of 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



VENTURA COUNTY SHERIFF'S OFFICE

- **GEOFF DEAN**
Sheriff
- **GARY PENTIS**
Assistant Sheriff
- **JOHN CROMBACH**
Assistant Sheriff

800 SOUTH VICTORIA AVENUE, VENTURA, CA 93009 PHONE (805) 654-2380 FAX (805) 645-1391

March 25, 2014

Karen Burnham, Interim City Manager
City of Oxnard
300 West Third St.
Oxnard, California 93030

Subject: NOTIFICATION OF SUBGRANT AWARD
Fiscal Year 2013 Emergency Management Performance Grant
CFDA #: 97.042, Grant #: 2013-0047
Performance Period: July, 1 2013 through May 2, 2014

Dear Ms. Burnham:

The California Office of Emergency Services (Cal OES) has approved the County of Ventura's FY 2013 Emergency Management Performance Grant application in the amount of \$295,047. As a member of the Ventura County Operational Area, your jurisdiction is included as a sub-grantee and has been allocated \$46,086.

This is a reimbursement grant which requires the sub-grantee to provide a dollar-for-dollar match. The Sheriff's Office of Emergency Services must receive all reimbursement requests **no later than May 9, 2014**. If you have questions, please call me at 805-797-6450.

Sincerely,

Kevin McGowan
Sheriff's OES Manager

ATTACHMENT 3
Page 1 of 1

☐ **SPECIAL SERVICES**

5177 Camino Ruiz
Camarillo, CA 93012
(805) 383-8791 FAX (805) 389-6549

☐ **PATROL SERVICES**

2101 East Olsen Road
Thousand Oaks, CA 91360
(805) 494-8260 FAX (805) 494-8295

☐ **DETENTION SERVICES**

800 South Victoria Avenue #3400
Ventura, CA 93009
(805) 654-2305 FAX (805) 654-3500

☐ **SUPPORT SERVICES**

800 South Victoria Avenue #3300
Ventura, CA 93009
(805) 654-5134 FAX (805) 677-8715



Meeting Date: 4/08/14

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

Prepared By: Michelle Téllez, Director of Human Resources

Agenda Item No. S-8Reviewed By: City Manager mmh City Attorney SMF Finance JC Other (Specify) _____

DATE: April 8, 2014

TO: City Council

FROM: Michelle Téllez, Director of Human Resources
Human Resources Department

SUBJECT: Inclusion of Clarifying Language in the Oxnard Public Safety Managers' Association (Fire Unit)

RECOMMENDATION

That City Council ratify and approve the inclusion of the clarifying language into the Oxnard Public Safety Managers' Association's (Fire Unit) collective bargaining agreement.

DISCUSSION

CalPERS contacted the City requesting further clarification regarding the management incentive pay for those Fire Managers that engage primarily in administrative duties while working in a regular full-time position in Fire Administration. After discussions with CalPERS, which included their approval of new language that would be acceptable to ensure the management incentive pay is included properly into the effected bargaining unit members' retirement/pension, the Oxnard Public Safety Managers' Association (Fire Unit) met and conferred with the City and agreed to the new language attached hereto. Directly thereafter, the membership of the Oxnard Public Safety Managers' Association's (Fire Unit) met and voted upon inclusion of said language. The Oxnard Public Safety Managers' Association's (Fire Unit) membership ratified the language and notified the City of their ratification vote. Pursuant to the Oxnard Public Safety Managers' Association's (Fire Unit) ratification of the language, the City recommends the Council ratify and approve the inclusion of the clarifying language into the Oxnard Public Safety Managers' Association's (Fire Unit) collective bargaining agreement.

FINANCIAL IMPACT

None.

Attachment #1 – Modification to Oxnard Public Safety Manager's Association's MOU
#2 – MOU Between City of Oxnard and the Oxnard Public Safety Manager's Association

Modifications to the Oxnard Public Safety Managers' Association's (Fire Unit) collective bargaining agreement

1) The new section of the parties' CBA will be numbered 20 and the tuition reimbursement section will be numbered 21.

2) New section 20 reads:

Management Incentive Pay

a. Fire Managers that engage primarily in administrative duties while working in a regular full-time position in Fire Administration shall receive a managerial incentive pay in the amount of five (5%) percent. The provision does not apply to Unit employees assigned to temporary modified duty (TMD).

b. When a Unit employee assigned to administrative duties is called to work a suppression/shift assignment in addition to their administrative duties, such employee shall be paid based upon an hourly rate of pay calculated by dividing the employee's biweekly compensation, including the afore-stated managerial incentive pay, by 112 hours (instead of 80 hours).

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OXNARD AND THE
OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION
(FIRE UNIT)**

This Memorandum of Understanding (MOU) is entered into with reference to the following facts:

1. The Oxnard Public Safety Managers' Association (Association) is the recognized majority representative of the Fire Management Unit (Unit) consisting of the classifications of Battalion Chief and Assistant Fire Chief; and
2. The authorized representatives of the City of Oxnard (City) and the Association have met and conferred in good faith concerning wages, hours and other terms and conditions of employment of Unit employees.
3. The authorized representatives of City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of Unit employees, which shall be submitted to the City Council for its determination. The implementation of this MOU shall be by action of the City Council by appropriate ordinance, resolution or other directives.
4. This MOU supersedes any and all prior agreements or MOUs entered into between the City and the Association, regarding the Unit.

THEREFORE, the City and the Association agree that upon implementation by the City Council, the wages, hours and other terms and conditions of employment for Unit employees shall be as follows:

1. The term of the MOU shall commence July 1, 2008 and shall expire June 30, 2014.
2. The City shall continue to contribute toward the payment of the premiums under the City's health insurance program on behalf of each eligible Unit employee and, to the extent required by law, each eligible retiree.
3. The City shall continue to pay 100 percent of the premiums for employee-only coverage under the existing level of benefits for life and long-term disability insurance for Unit employees.
4. The City shall continue to pay \$160.06 biweekly for each Unit employee as the City's contribution toward City's Health and Dental Insurance Reimbursement Program (Cafeteria Program) for Unit employees (includes \$129.23 for medical and \$30.83 for dental).

Oxnard Public Safety Managers' Association Memorandum of Understanding – Fire Unit
Term: July 1, 2008 – June 30, 2014 Page 1 of 6

ATTACHMENT 2
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5. Unit employees employed in the classifications of Battalion Chief and Assistant Fire Chief, as defined in Government Code section 20425, shall be covered by the 3% at age 50 retirement formula set forth in California Government Code section 21362.2.

6. The City shall continue, in accordance with the provisions of California Government Code section 20636(c)(4), to report as special compensation the full monetary value of customary contributions paid to the Public Employees Retirement System (PERS) by the City on behalf of Unit employees pursuant to California Government Code section 20691, which equals nine percent (9%) of the compensation earned by a Unit employee and, as such, shall be included in the compensation earned by a Unit employee that is reported to PERS by the City for the purpose of calculating required retirement contributions and retirement benefits.

7. The City shall continue to contribute one percent (1%) of employees' base wages to a deferred compensation plan on behalf of each Unit employee. Employees are responsible to enroll in a deferred compensation program and contribute at least one percent (1%) of their earnings to be eligible to receive this compensation. Employees not enrolled shall not receive any City contribution to deferred compensation.

8. Based upon the semiannual evaluation of performance by the Fire Chief, a Unit employee may be awarded up to one (1) day off every six (6) months for outstanding performance. This leave is in addition to administrative leave which is available as set forth in the City of Oxnard Administrative Manual.

a. Performance leave time awarded and not used by the Unit employee within the six-month period following the award of the performance leave is forfeited and may not be accumulated or carried forward. Eligibility for such performance leave shall be determined by the Fire Chief and submitted to the City Manager on a semiannual basis.

b. The City Manager shall prepare a certificate acknowledging the performance leave and present it to the employee. The Unit employee shall redeem the performance leave day off by attaching the certificate to the employee's timesheet. The timesheet shall record the time off as regular hours worked.

9. At the discretion of the Fire Chief, unit employees may be permitted to code leave time as administrative leave. However, at no time shall any employee be entitled to use more than fifty-six (56) hours of administrative leave in any one fiscal year.

10. For purposes of this contract, all OPSMA Fire Unit members shall be considered Mid-Management as defined in the City of Oxnard Administrative Manual Policies E-5, E-19 and any other current policies regarding benefits for Mid-Management employees. If a provision of this contract addresses any of the above listed policies, the MOU shall supersede the existing policy.

11. A Unit employee may establish a Reserve Leave Fund (RLF). The Unit employee may accumulate up to 1560 hours in the RLF. Employees assigned to a shift schedule may accumulate a maximum of 1560 hours in the RLF of paid leave for severance, sabbatical, or other extended leave purposes. A Unit employee will have the opportunity, on a periodic basis, to transfer accumulated leave hours into the RLF subject to guidelines established by the City Manager. This benefit does not grant additional paid leave over and above that already earned by the Unit employee but rather allows the employee to preserve hours for long-range planning and use.

12. Annual Leave:

1.a. The City shall provide annual leave benefits to Unit employees as follows:

- i. Full-time regular Unit employees shall accrue annual leave for each biweekly period upon years of service as set forth in the following table:

YEARS OF SERVICE	BIWEEKLY ANNUAL LEAVE ACCRUAL	MAXIMUM ANNUAL LEAVE ACCRUAL
5 to 10 years	11.16	580.32
Greater than 10	11.47	596.44
Greater than 15	11.78	612.56

FOR 24-HOUR SHIFT EMPLOYEES ONLY:

YEARS OF SERVICE	BIWEEKLY ANNUAL LEAVE ACCRUAL	MAXIMUM ANNUAL LEAVE ACCRUAL
5 to 10 years	19.68	1023.49
Greater than 10	20.23	1051.89
Greater than 15	20.79	1081.08

b. Except as provided below, if a Unit employee accrues the maximum level of annual leave, such employee shall no longer be entitled to accrue additional annual leave until such time as the employee's accrued annual leave is below the applicable maximum.

c. A Unit employee may redeem accrued annual leave for cash once during each calendar year by submitting a written request to the Director of Human Resources during the month of July or December according to the following table. The payment shall be made based upon the employee's base rate of pay.

YEARS OF SERVICE	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS
Greater than 5	40 hours
Greater than 10	80 hours
Greater than 15	120 hours
Greater than 20	160 hours

FOR 24-HOUR SHIFT EMPLOYEES ONLY:

YEARS OF SERVICE	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS
Greater than 5	56 hours
Greater than 10	112 hours
Greater than 15	168 hours
Greater than 20	224 hours

d. If a Unit employee separates from service, the employee shall be paid for accrued annual leave at the employee's base rate of pay earned as of the effective date of separation from City service.

2. Sick leave and vacation leave benefits accrued by Unit employees as of October 6, 2010, shall be addressed as follows:

- a. Current sick leave accruals may be used to receive a leave of absence with pay for illnesses or injuries of the employee under the same circumstance and with the same limitations as existed prior to October 6, 2010.
- b. Such current sick leave accruals may be used as donations to a sick leave bank established by City for another City employee.
- c. City will redeem fifty percent (50%) of such current unused or unredeemed sick and one hundred (100%) for vacation leave accruals, not to exceed 600 hours for each account, upon any separation from service to those employees with a minimum of five years of regular full-time service, at time of separation, at the employee's base rate of pay being earned as of the effective date of separation from City service.

13. The City and the Association agree to continue the Physical Fitness and Wellness Program (Program). Participation in the program by Unit employees shall be mandatory. Each Unit employee shall be eligible for Wellness reimbursement in accordance with the Administrative Manual Section E-19.

14. The City and the Association agree to continue the Drug and Alcohol Testing Program developed with the Association with respect to Unit employees.

15. All Unit employees shall be required sign a "Statement of Acceptance" and refrain from using tobacco products as a term and condition of employment and of continued employment. Violation of the Non-Tobacco Use Policy set forth herein may be the basis for progressive disciplinary action if subsequent violations occur within one year of a prior offense. Employees hired prior to January 1, 1998 are exempted from this provision, but are encouraged to participate.

16. The annual recurring occasions which shall be observed as City holidays for the Unit employees are as follows:

New Year's Day (January 1st)
Martin Luther King, Jr. Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Cesar Chavez Birthday (March 31st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

17. Unit employees shall be eligible to direct accrued vacation leave, and/or reserve leave to the Thrift Plan.

a. In addition to the limits established in Section 12 of this MOU, Unit employees shall be eligible to redeem accumulated leave from their RLF. Except upon separation from the City, the total number of hours a Unit employee shall be eligible to transfer to the Thrift Plan, either by transferring hours described in Section 12 of this MOU, or from their RLF, shall be limited to the following:

Employees with 25+ years of service 600 hours
Employees with 20-25 years of service 500 hours
Employees with less than 20 years of service 400 hours

b. In subsequent years, in addition to any hours redeemed under Section 12 of this MOU, the maximum number of hours Unit employees shall be eligible to transfer to the Thrift Plan in any calendar year either by transferring hours described in Section 12 of this MOU, or from their accrued leave bank(s) shall be limited to the following:

Employees with 25+ years of service 500 hours
Employees with 20-25 years of service 400 hours
Employees with less than 20 years of service 300 hours

c. The maximum number of hours Unit employees shall be eligible to accumulate in their RLF shall be reduced by the equivalent number of hours transferred to the Thrift Plan from RLF.

18. Effective Oct 6, 2010, any unit employee assigned as a Strike Team Leader or Strike Team Leader Trainee shall be paid at one and half time the normal salary for all hours worked in these positions. This pay rate shall apply only to incidents where costs are reimbursed by the State and/or Federal Government.

19. Wages

- a. There shall be no wage increase in the fiscal year 2008 – 2009.
- b. There shall be no wage increase in the fiscal year 2009 – 2010.
- c. There shall be no wage increase in the fiscal year 2010 – 2011, however, at the request of the Association, the parties can meet and confer in January 2011 regarding non-economic issues.
- d. Effective the first pay period after January 1, 2012, Unit employees shall receive a base wage increase of two (2%) percent.
- e. Effective the first pay period after January 1, 2013, Unit employees shall receive a base wage increase of three (3%) percent.
- f. Effective the first pay period after January 1, 2014, Unit employees shall receive a base wage increase of three (3%) percent.

20. Tuition reimbursement shall be provided at the rate of 75% of the cost of tuition, provided the employee attends an accredited institution, receives a "C" or better, or passes the class if the criteria is pass/fail, and as long as the course work benefits the employee towards completion of a degree (e.g., B.A., M.B.A.) or benefits the employee's career development.

Dated this _____ day of _____, 2010.

For the City of Oxnard

For the Association

Karen R. Burnham
Assistant City Manager

Bradley Windsor, Assistant Fire Chief
President, OPSMA

Michelle H. Téllez
Director of Human Resources

Oxnard Public Safety Managers' Association Memorandum of Understanding – Fire Unit
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ATTACHMENT 2
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Meeting Date: 4/8/14

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

Prepared By: Senior Officer Cliff Waer *CW*Agenda Item No. 5-9Reviewed By: City Manager *MM* City Attorney *RT* Finance *JC* Police Chief**DATE:** March 25, 2014**TO:** City Council**FROM:** Jeri Williams, Chief of Police *JW FOR*
Police Department**SUBJECT:** First Amendment to Lease for Police Storefront at 365 E. Esplanade #201
(District 1 Office)**RECOMMENDATION**

That City Council ratify the First Amendment to the Lease Agreement with the Duesenberg Investment Company LLC (Agreement No. 5312-10-PO) which extends the term three years for a total term of six years.

DISCUSSION

Since January 2011, the Police Department has operated a storefront office located at 365 E. Esplanade #201. This site functions as a drop-in center for officers working in District One as well as being the primary offices of the District's three Beat Coordinators and the Alcohol Compliance Officer. The office is open to the public and serves as a community training facility for the more than 20 Responsible Beverage Service classes that are held each year. The space will be provided completely free of charge by the Duesenberg Investment Company as it has since 2011. The Lease Agreement for the facility was approved on December 29, 2010 and subsequently amended at the expiration of the original lease.

The designated space is located within the Topa Financial Plaza and is adjacent to the high rise towers located on East Esplanade Drive. The space occupies approximately 1,326 square feet and will accommodate Oxnard Police Department staff.

FINANCIAL IMPACT

There is no financial impact resulting from this agreement as the facility is offered at no charge.

Attachment #1 – First Amendment to Lease Agreement

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**First Amendment**") is made and entered into as of December 31, 2013, by and between DUESENBERG INVESTMENT COMPANY, LLC ("**Landlord**"), and CITY OF OXNARD ("**Tenant**").

RECITALS:

A. Tenant and Landlord entered into that certain Lease dated as of December 29, 2010 (the "**Lease**"), concerning certain premises (the "**Premises**") located at Suite 201 of the building located at 365 E. Esplanade Drive, Oxnard, California (the "**Building**"), and more particularly described in the Lease.

B. Landlord and Tenant desire to extend the Term of the Lease and to otherwise modify the Lease as set forth in this First Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease and agree as follows:

1. **Incorporation; Defined Terms.** The Lease is hereby incorporated into this First Amendment by this reference. All capitalized terms used and not otherwise defined in this First Amendment, but defined in the Lease shall have the same meaning in this First Amendment as in the Lease.

2. **Term.** Section 1.6 of the Summary of Basic Lease Information and Definitions, which is incorporated into the Lease (the "**Summary**"), is hereby amended to read as follows:

"The Term of the Lease is for three (3) years commencing on January 1, 2014 and expiring on December 31, 2016."

3. **Commencement Date.** Section 1.7 of the Summary is hereby amended to read as follows:

"**Commencement Date:** January 1, 2014."

4. **Ratification of Lease Terms.** In consideration for this First Amendment, Tenant hereby makes the following representations and warranties to Landlord regarding the status of the Lease:

4.1 The Lease and all prior amendments is the complete Lease and, subject to the terms of this First Amendment, has not otherwise been amended, modified, supplemented, extended, renewed or assigned.

ATTACHMENT NO. 1
PAGE 1 OF 3

4.2 Tenant is now in possession of all of the Premises and has not sublet, assigned or encumbered the Lease, the Premises or any portion thereof.

4.3 The amount of security deposit (if any) held by Landlord is \$0.00. No other security deposits have been made by Tenant under the Lease.

4.4 All rental payments payable by Tenant have been paid in full as of the date hereof. No rent under the Lease has been paid for more than thirty (30) days in advance of its due date.

4.5 All work required to be performed by Landlord under the Lease has been completed and has been accepted by Tenant, and all tenant improvement allowances have been paid in full.

4.6 To the best of Tenant's knowledge, as of the date hereof, there are no defaults on the part of Landlord or Tenant under the Lease and Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against Landlord.

4.7 Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the Premises, except as expressly provided in the Lease.

4.8 All insurance required of Tenant under the Lease has been obtained by Tenant and all premiums have been paid.

4.9 There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Tenant.

5. **Miscellaneous.**

5.1 **Effect of Amendment.** Except to the extent the Lease is modified by this First Amendment, the remaining terms and provisions of the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall prevail.

5.2 **Entire Agreement.** This First Amendment embodies the entire understanding between Landlord and Tenant with respect to its subject matter and can be changed only by an instrument in writing signed by Landlord and Tenant.

5.3 **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one in the same First Amendment.

5.4 **Warranty of Authority.** The signatories hereto hereby represent that they have full and complete authority to bind their respective parties to this First Amendment and that no other consent is necessary or required in order for the signatories to execute this First Amendment on behalf of their respective parties.

5.5 Attorneys' Fees. The provisions of the Lease respecting payment of attorneys' fees shall also apply to this First Amendment.

5.6 Applicable Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of California.

5.7 Civil Code Section 1938 Disclosure. Landlord hereby discloses to Tenant that the Premises have not undergone an inspection by a Certified Access Specialist (CASp).

5.8 Effective Date. The terms of this First Amendment shall become effective the day, date, and year first set forth above.

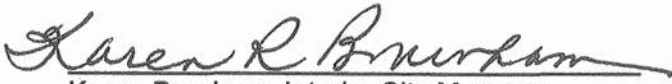
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year first set forth above.

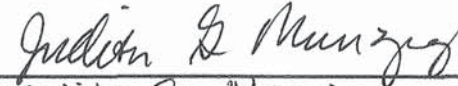
TENANT:

CITY OF OXNARD

LANDLORD:

DUESENBERG INVESTMENT COMPANY, LLC


Karen Burnham, Interim City Manager

By: 
Its: Judith G. Munzig
Authorized Signatory

APPROVED AS TO FORM


Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT


Jeri Williams, Police Chief