

09887 Written materials relating to an item on this agenda that are distributed to the legislative bodies within 24 hours before the item is to be considered at this special 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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD HOUSING AUTHORITY
OXNARD PARKING AUTHORITY
Special Meeting

Meeting Location: City Council Chambers, 305 West Third Street, Oxnard, California
Teleconference Location: El Hotel La Cabana De Yeyo, Av. 20 de Noviembre No. 2300, Col. El Fuerte,
Ocotlan 47795, Jalisco, Mexico
July 29, 2014
4:30 P.M. PDT Closed Session

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. PUBLIC COMMENTS

At a special meeting, a person may address the legislative body only on matters on the agenda. The presiding officer shall limit public comments to three minutes. Public comments will be heard during City Council consideration of the item on the agenda.

E. APPOINTMENT ITEM – 6:00 P.M. PDT

Community Development Department

1. SUBJECT: Property-Based Improvement District ("PBID") Ballot. (001)

RECOMMENDATION: That City Council, Housing Authority, and Oxnard Parking Authority approve and authorize the City Manager to sign, on behalf of the City of Oxnard, Oxnard Housing Authority, and Oxnard Parking Authority, as owners of certain properties located in the Oxnard Downtown Management District ("District"), the ballot in support of the renewal and boundary modification of the District.

Legislative Body: CC/HA/PA

Contact: Kymberly Horner

Phone: 385-7407

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 HEARINGS

Community Development Department

1. SUBJECT: Public Hearing on Renewal/Boundary Modification of the Oxnard Downtown Management District and Levy of Assessments. (003)
RECOMMENDATION: 1) Conduct a public hearing concerning the renewal and boundary modification of the Oxnard Downtown Management District ("District") Property-Based Business Improvement District ("PBID") and tabulate the ballots for and against its establishment; and 2) If a weighted majority of the ballots are in support of the renewal and modification of the District, adopt a resolution renewing and modifying the boundaries of the District and levying assessments in the District for fiscal year 2014-2015 to fiscal year 2018-2019.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

Development Services Department

2. SUBJECT: Extension of Interim Urgency Ordinance No. 2882 Prohibiting the Expansion of Existing, or Development of New, Electrical Generating Facilities Within the Coastal Zone Pursuant to the Southern California Edison (SCE) Request For Offer (RFO) Process Pending Studies and Changes in the Local Coastal Program (LCP), Zoning Ordinances and Other Land Use Regulations. (057)
RECOMMENDATION: 1) Conduct a public hearing to consider extending Ordinance No. 2882; 2) Issue a written report describing the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 2882; and 3) Adopt an ordinance to extend the moratorium prohibiting the expansion of existing, or development of new, electrical generating facilities within the Oxnard Coastal Zone pursuant to the SCE RFO process pending studies and changes in the LCP, zoning ordinances, and other land use regulations for a period of 10 months and 15 days from the date Ordinance No. 2882 would otherwise expire.
Legislative Body: CC Contact: Chris Williamson/
Steve Fischer Phone: 385-8156
385-7483

G. INFORMATION CONSENT PUBLIC HEARINGS

H. REPORTS

Finance Department

1. SUBJECT: Monthly Budget Status Report - June 30, 2014. (071)
RECOMMENDATION: Receive the monthly City of Oxnard Budget Status Report as of June 30, 2014, pre-closing.
Legislative Body: CC Contact: James Cameron Phone: 385-7475

Public Works Department

2. SUBJECT: Report on Water Supply Shortage, Mandatory Conservation Measures and Desalter Operation, and a Resolution Adopting Mandatory Water Conservation Measures. (091)

RECOMMENDATION: 1) Receive a report on the City's Water Supply Shortage, Mandatory Conservation Measures and Desalter Operation; and 2) Adopt a resolution recognizing the statewide water supply shortage and implementing mandatory water conservation measures.

Legislative Body: CC

Contact: Rob Roshanian

Phone: 385-7682

I. PUBLIC COMMENTS ON REPORTS

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

J. 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.

K. 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.

L. INFORMATION CONSENT

City Clerk Department

1. SUBJECT: Minutes of the Regular the Oxnard Parking Authority for December 3, 2013. (097)

RECOMMENDATION: Approve.

Legislative Body: PA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (099)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the 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: Greg Nyhoff

Phone: 385-7430

3. SUBJECT: Application for California Gang Reduction, Intervention and Prevention Initiative Grant Funding 2015/16. (101)

RECOMMENDATION: Adopt a resolution authorizing the City Manager to submit an application for \$500,000 in Board of State and Community Corrections (BSCC) 2015/16 California Gang Reduction, Intervention and Prevention (CalGRIP) funds to be used to reduce gang and youth violence through direct intervention, job training and community engagement.

Legislative Body: CC

Contact: Ken Klopman

Phone: 385-7471

Public Works Department

4. **SUBJECT:** Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2. (103)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement with Jensen Design and Survey, Inc. (A-7669) in an amount of \$1,173,084 to execute all Phase 1 Tasks for the Hueneme Road Recycled Water Pipeline Phase 2; and 2) Approve the attached special budget appropriation (SBA) to transfer \$700,000 from the AWPFS Storm Water Treatment Phase 1 project to the Hueneme Road Recycled Water Pipeline Phase 2 project.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055
5. **SUBJECT:** Professional Services Agreement with Penfield & Smith for Engineering and Design Services of the Concentrate Collection System. (159)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with Penfield & Smith (A-7699) in the amount of \$2,955,245 to execute all Phase 1 Tasks for the Concentrate Collection System design; and 2) Approve the attached special budget appropriation (SBA) to transfer \$655,000 from the Water Campus project to the Concentrate Collection System project.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

Recreation and Community Services Department

6. **SUBJECT:** Disbursement of Youth Enrichment Program Grant Awards to Seven Non-Profits. (197)
RECOMMENDATION: 1) Approve the disbursement of \$219,270 in Measure 'O' funds to seven non-profit community based organizations: City Impact (A-7686 for \$40,000), Coalition for Family Harmony (A-7692 for \$20,270), El Centrito Family Learning Centers (A-7689 for \$48,000), El Concilio Family Services (A-7691 for \$40,000), Gull Wings Children's Museum (A-7690 for \$20,000), Lesson One Co. (A-7687 for \$21,000) and PDAP of Ventura County, Inc. (A-7688 for \$30,000); and 2) Authorize the City Manager or his designee to execute agreements.
Legislative Body: CC Contact: Sofia Balderrama Phone: 385-8094

C. CLOSED SESSION - Continued from Page 1.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR.

- CC Instructions to negotiator, Greg Nyhoff, City Manager, concerning negotiations with Ravello Holdings, Inc., Brighton Management LLC, Ventura County Fusion Soccer Academy and Cerberus California, LLC, regarding the price and terms of payment for the possible purchase and/or sale of (a) 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields, (b) 20 acres of land west of Ventura Road and North of Vineyard Avenue and (c) 9.54 acres of land located east of the River Ridge Golf Club, west of Ventura Road and south of the Santa Clara River.

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

2. CONFERENCE WITH LABOR NEGOTIATORS.

- CC** Agency designated representatives: Michelle Téllez, Director of Human Resources; Jeffrey C. Freedman, City's labor attorney.
Employee organizations: Local No. 721, the International Association of Firefighters AFL-CIO (IAFF) and the Oxnard Peace Officers' Association (OPOA)

The Director of Human Resources requested that this item be discussed in closed session pursuant to Government Code section 54957.6. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators for employees represented by the employee organizations identified above and other matters within the scope of representation.

M. ADJOURNMENT



Meeting Date: 07/29 /14

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager ^{K.H.} Agenda Item No. E-1

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other N/A

DATE: July 22, 2014

TO: City Council, Housing Authority, Parking Authority

FROM: Kymberly Horner, Interim Redevelopment Services Manager
Community Development Department ^{Kymberly Horner}

SUBJECT: Property-Based Improvement District ("PBID") Ballot

RECOMMENDATION

That City Council, Housing Authority, and Oxnard Parking Authority approve and authorize the City Manager to sign, on behalf of the City of Oxnard, Oxnard Housing Authority, and Oxnard Parking Authority, as owners of certain properties located in the Oxnard Downtown Management District ("District"), the ballot in support of the renewal and boundary modification of the District.

DISCUSSION

This is a companion item to the public hearing scheduled later in the same agenda concerning the renewal of the District. The City of Oxnard, Oxnard Housing Authority, and Oxnard Parking Authority are all owners of real property within the District. The ballot requests property owners to vote for or against the renewal of the District. The City Manager must be directed to sign the ballot (with either a "Yes" or "No" vote) before the public hearing is opened on the renewal of the District.

The assessments for the City of Oxnard, Housing Authority and Parking Authority properties will be paid by the City's General Fund revenues. The cumulative assessment for the first year of the renewed District will be \$107,699.64. For the remaining four years of the District the assessment may be increased by an amount not to exceed five percent (5%) per year.

FINANCIAL IMPACT

There are sufficient funds available in the City's General Fund for the first annual assessment for the proposed renewed District. The first payment is due in December 2014.



Meeting Date: 07/29/14

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager ^{KH} Agenda Item No. F-1

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other N/A

DATE: July 22, 2014

TO: City Council

FROM: Kymberly Horner, Interim Redevelopment Services Manager
Community Development Department ^[Signature]

SUBJECT: Public Hearing on Renewal/Boundary Modification of the Oxnard Downtown Management District and Levy of Assessments

RECOMMENDATION

That City Council:

1. Conduct a public hearing concerning the renewal and boundary modification of the Oxnard Downtown Management District ("District") Property-Based Business Improvement District ("PBID") and tabulate the ballots for and against its establishment.
2. If a weighted majority of the ballots are in support of the renewal and modification of the District, adopt a resolution renewing and modifying the boundaries of the District and levying assessments in the District for fiscal year 2014-2015 to fiscal year 2018-2019

DISCUSSION

On June 10, 2014, the City Council adopted a Resolution of Intent (Resolution No.14,620) to renew and modify the boundaries of the District and levy and collect assessments therein, and to hold a public hearing on July 29, 2014. The resolution was adopted pursuant to the requirements of Section 36600 et. seq. of the California Streets and Highways code, also known as the Property and Business Improvement District Law of 1994. Also pursuant to PBID law, the City Clerk mailed a ballot and informational packet for the renewal and boundary modification of the District to the property owners within the proposed District boundaries. At the July 29, 2014 public hearing, the City Council will receive public testimony on the renewal and boundary modification of the District and the proposed assessments. The City Clerk will open and count the ballots received at the conclusion of the public

hearing. In order for the district to be renewed, a weighted majority of ballots received must be in favor of the District renewal.

Assuming that a weighted majority of the vote supports the renewal, the City Council may renew and modify the boundaries of the District by adopting a resolution. PBID assessments are collected by the County with the property tax billing. The first assessment installment of the renewal period will be due to the County by December 10, 2014 and the second by April 10, 2015. The assessments collected by the County will be transferred back to the City in January and May 2015 for remittance to Oxnard Downtown Management District, Inc. ("ODMD") to carry out the PBID programs and services for the District 2015 operating year. The term of the District is five fiscal/tax years (calendar operating years), after which a new petition and ballot procedure must be carried out to renew the District again.

Since last fall, a PBID Renewal Committee consisting of Downtown property and business owners has been meeting to formulate the details of the District renewal. The Committee has determined that the District renewal period will be a five-year period (10 years maximum are currently permitted by State Law for renewals), the District boundaries will be reduced by deleting the area South of Eighth Street, and an initial annual budget of approximately \$454,095 be set to continue to provide enhanced maintenance, enhanced security, business development, beautification and related management services. The reduced District boundary includes an approximately 36-block area bounded roughly by Second Street on the north, the railroad tracks/Oxnard Boulevard on the east, Eighth Street on the south, and C Street/D Street on the west. Assessment for the remaining four years may be increased by an amount not to exceed five percent (5%) per year. An annual report is required from the ODMD.

PBID PROPOSAL

As addressed in a companion item previously considered on the agenda for this meeting, the proposed assessments for the City of Oxnard, Housing Authority, and Parking Authority properties would be \$107,699.64. The assessment for the Oxnard Community Development Commission Successor Agency parcels would be \$28,864.01 and is not included in the total City assessment stated above. The proposed total assessment for 2014-2015 for all properties in the District is approximately \$454,095. The combined funds are proposed to be allocated as follows during 2015 (sample programs and services are listed):

Maintenance

\$145,300

Daily pickup of litter from all sidewalks, gutters, alleys and public parking lots; daily inspection and emptying of sidewalk trash bins; daily mechanical sweeping of gutters; monthly mechanical sweeping of all sidewalks, alleys, and public parking lots; regular mechanical scrubbing and power washing of all sidewalk areas.

Public Safety

\$77,200

Additional Downtown safety personnel to patrol on foot or on bicycle; act as community ambassadors to assist visitors with directions and information; report graffiti, non-operational street lights, deter loitering and other problem activities.

Business Development

\$136,200

A series of festive Downtown events and activities; sales and business promotions; advertising of Downtown Oxnard's diverse array of goods and services; marketing of business and property investment opportunities in Downtown; marketing of available space for lease or sale and development of an "Arts District" concept.

Beautification

\$43,100

Expansion of desirable streetscape elements such as banners, trash bins, planters and hanging flower baskets; seeking of matching grants from public and private sources for streetscape amenities.

Management/Operations

\$52,295

Full-time professional staff to manage District programs and activities; full service office to assist property and business owners with their Downtown-related needs; solid lobbying force on Downtown issues and needs.

FINANCIAL IMPACT

There will be a financial impact in the form of assessments levied for the renewal period on the City and City related properties if the PBID is renewed. The estimated amount of assessment for the related City/Housing Authority/Parking Authority properties is \$107,699.64 for fiscal year 2014-2015.

Attachment #1 - Resolution of the City of Oxnard Renewing and Modifying the Boundary of the PBID

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD TO RENEW AND
MODIFY THE BOUNDARIES OF THE OXNARD DOWNTOWN
MANAGEMENT DISTRICT AND TO LEVY AND COLLECT
ASSESSMENTS WITHIN SUCH DISTRICT PURSUANT TO
THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT
LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA
STREETS AND HIGHWAYS CODE

WHEREAS, pursuant to the Property and Business Improvement District Law of 1994, California Streets and Highways Code Section 36600 et seq. (the "Law"), the City Council adopted on June 10, 2014, Resolution No. 14,620, "A Resolution of the City of Oxnard Stating its Intention to Renew and Modify the Boundaries of the Oxnard Downtown Management District ("District") and to Levy and Collect Assessments Within Such District Pursuant to the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code and Appointing a Time and Place for a Public Hearing" ("Resolution of Intention").

The Resolution of Intention, among other things, approved the Management District Plan on file in the office of the City Clerk; and

WHEREAS, the City caused notice of a public hearing concerning the proposed renewal and boundary modification of the District and the proposed levy of assessments within such District to be duly mailed, as required by law, to the record owner of each parcel proposed to be assessed within the District; and

WHEREAS, a public hearing concerning the proposed renewal and boundary modification of the District for a five (5) year period and the proposed levy of assessments within such District was held on July 29, 2014 at or around the hour of 6:00 p.m. at the City Council Chambers located at 305 W. Third St., Oxnard, California 93030; and

WHEREAS, at or before the public hearing, staff submitted to the City Council the Management District Plan which included the Assessment Engineer's Report along with any modifications. Such modifications do not substantially change the proposed assessments, and do not revise, change or modify the boundaries of the proposed District, the type or types of improvements, maintenance or activities to be funded with the revenues from the assessments, or the proposed assessment rates. The City Council hereby orders such modifications, if any, be made to the Management District Plan as presented to the City Council and now on file in the office of the City Clerk; and

WHEREAS, at the public hearing, the City Council heard and considered the testimony of all interested persons for or against the renewal and boundary modification of the District, the levy of assessments within such District, and the type or types of improvements, maintenance and activities to be funded with the revenues from the assessments, and a full, fair and complete hearing was held; and

WHEREAS, the City Council heard and considered all objections or protests to the proposed assessments and tabulated the assessment ballots submitted, and not withdrawn, in support of or opposition to the proposed assessments. The City Council hereby finds that a majority protest does not exist as defined in Section 4(e) of Article XIID of the California Constitution and Section 53753 of the California Government Code. All objections or protests, both written and oral, are hereby duly overruled; and

WHEREAS, the public interest, convenience and necessity require the proposed renewal of the District; and

WHEREAS, in the opinion of the City Council, the property within the District will be benefited by the improvements and activities to be funded by the assessments, and no assessment has been imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel; now therefore be it

RESOLVED, that the City of Oxnard City Council declares as follows:

Section 1. Renewal of District. Pursuant to the Law, the Oxnard Downtown Management District is hereby renewed for five (5) years, commencing with fiscal year 2014-2015 and ending with fiscal year 2018-2019.

Section 2. Description of District. The boundaries of the proposed renewed and modified District include an approximate 36 block area bounded roughly by Second Street on the north, the railroad tracks/Oxnard Boulevard on the east, Eighth Street on the south and C Street/D Street on the west. The area south of Eighth Street to Wooley Road is being deleted from the current District boundary.

Section 3. Amount of Assessment.

(a) Except where funds are otherwise available, an assessment will be levied annually to pay for all the improvements, maintenance and activities to be provided within the District, commencing with fiscal year 2014-2015 and ending with fiscal year 2018-2019. For purposes of levying and collecting assessments within the District, a fiscal year shall commence on each July 1st and end on the following June 30th.

(b) The total amount of the proposed assessment to be levied and collected for fiscal year 2014-2015 is estimated to be \$454,095. A maximum increase of 5% per annum, tied either to the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner's Association Board may be imposed. Assessments may also be increased based on new building construction on parcels within the District or reconfiguration of land areas and street frontages.

(c) The method and basis of levying the assessment is set forth in the Management District Plan on file in the office of the City Clerk.

Section 4. Fund. A special fund shall be created, designated as the "Oxnard Downtown Management District Fund," into which all revenue derived from assessments levied pursuant to this Resolution shall be placed, and such funds shall be used only for the purposes specified in this Resolution. This fund may be subject to an annual independent audit of financial statements.

Section 5. Use of Revenues. The proposed activities for the District include providing street, sidewalk, alley and public parking lot cleaning and other municipal services supplemental to those normally provided by the City of Oxnard, additional security services, business development, promotions and marketing, expansion of physical amenities throughout Downtown, related management and operation services, and other improvements and activities which benefit businesses and real property located in the District.

Section 6. District Administration and Contract Services. The City Manager, acting as agent for the City, will receive the assessment funds in trust on behalf of the Oxnard Downtown Management District Inc. (ODMD) and will disburse said funds to ODMD in accordance with a Management Agreement between the City and ODMD, to administer the District and fund the activities described in Section 5 above. The City may require any agency that holds funds in trust on behalf of the District for any purposes whatsoever, at no expense to the City, to provide an annual independent report of audited financial statements by a certified public accountant of these funds. The report may be funded from assessment proceeds as part of the general administration of the District. At all times the City shall reserve full rights of accounting of this fund.

Section 7. Amendments. Properties within the District established by this Resolution shall be subject to any amendments to the Law.

Section 8. Bonds. No bonds shall be issued in conjunction with the renewal of the District.

Section 9. Recordation of Notice and Diagram. The City Clerk or a designee is hereby authorized and directed to record a notice and an assessment diagram pursuant to Section 36627 of the California Streets and Highways Code following adoption of this Resolution.

Section 10. Levy of Assessment. The adoption of this Resolution and recordation of the notice and assessment diagram pursuant to Section 36627 of the California Streets and Highways Code constitutes the levy of an assessment in each of the fiscal years referred to in the Management District Plan. Each year, the City Finance Department shall prepare an assessment roll of parcels and assessment amounts and forward such roll to the County of Ventura Auditor-Controller Office and such assessment shall then be collected at the same time and in the same manner as the County property taxes are collected. Assessments for parcels not on the County's property tax rolls shall be collected directly by the City.

Adopted at the special meeting of the City Council on the 29th of July, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

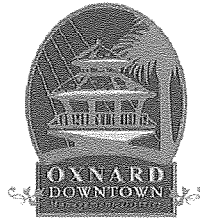
ATTEST

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



**OXNARD DOWNTOWN MANAGEMENT DISTRICT
RENEWAL
PROPERTY & BUSINESS IMPROVEMENT DISTRICT
MANAGEMENT DISTRICT PLAN**

*Formed in 2001 and Being Renewed Under California Streets and Highways Code Section 36600 et seq.
Property Business Improvement District Act of 1994, as amended*

PRESENTED BY:

THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, INC

**DECEMBER 23, 2013
(v1.3)**

1.0 DISTRICT SUMMARY

The Oxnard Downtown Management District is a property-based Business Improvement District (PBID) being renewed for a 5 year period by a consortium of business and property owners within Downtown Oxnard. The District was originally formed in 2001 for a 5 year period. It was renewed and expanded in 2006 for another 5 year term and renewed for a 3 year term in 2011. The purpose of this District is to continue to provide and manage supplemental services and improvements for this important business center, including a “clean and safe” program, a professional marketing and business development program, and a program of installing and upgrading physical amenities throughout the greater Downtown area. The PBID is a unique benefit assessment district that will enable the District property owners, working as a unit, to continue to fund needed property related improvement programs and projects above what can be provided by the City of Oxnard.

- Location:** The PBID is located in the center of Oxnard and is bounded roughly by Second Street on the north, the Railroad tracks on the east, Eighth Street on the south and C and D Streets on the west. There is one benefit zone (See attached map).
- Services:** Maintenance, public safety, business development, beautification and related management and operation services.
- Finance:** Benefit assessment of 400 parcels of real property
- Budget:** PBID assessment revenue for Year 1 is projected to be approximately \$454,095.
- Cost:** Year 1 property assessment rates per parcel are \$350.80 plus 2.7615 cents per square foot of land, plus 12.138 cents per square foot of building, plus \$4.0635 per linear foot of street frontage. Institutional/non-profit/government owned parcels shall be exempt from the building area portion of the assessment. Residential uses (including residential condominiums) shall be assessed at the rate of \$55.16 per year per unit. Mixed-use development assessments shall be pro-rated based on the ratios of each respective use.
- Cap:** Assessment increases are capped at a maximum of 5 % per year based either on the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner’s Association Board.
- Renewal:** District renewal is a two-step process. First, petitions signed by District property owners representing at least 50% of the total assessment to be levied must be secured. Second, property owners will be sent a ballot to vote on the District renewal. Returned ballots in support of the District renewal must outweigh those in opposition based on the amount of assessment to be levied per returned ballot.
- Duration:** The PBID will have a term of five (5) years. After five years, the petition and balloting process must be repeated in order to renew the district and levy assessments.

PBID FAQ

1. *What is a PBID?*

A PBID is a unique funding tool which allows business district property owners to pool their financial resources by assessing themselves to pay for certain districtwide activities and improvements. While introduced to California in 1995, PBID's have been used throughout the U.S. for four decades and are the most effective and fair method to fund business district programs.

2. *What is the primary benefit of a PBID?*

Competition for trade dollars is increasing and improving all the time. Much more can be accomplished by working together as an organized unit than by working alone. There is the advantage of group purchasing power for funding areawide improvements and programs.

3. *Is a PBID just another government program?*

No. The local government agency's role is to initially approve renewal of the PBID and to annually re-approve the PBID budget and collect or cause to be collected, the funds from the County Tax Collector. The funds will be used to pay for the programs and activities authorized by the approved Management Plan.

4. *Is a PBID assessment a new tax?*

No. Taxes go into government agency general funds to be used throughout their jurisdictions as needed. PBID assessments, however, can only be levied and used within the PBID boundaries to fund programs and activities authorized by the approved Management Plan. The PBID must be re-approved for each stipulated period (up to 10 years) the assessments are to be levied.

5. *Which properties are assessed?*

All properties within the boundaries of the PBID will be assessed unless specifically exempted by Federal, State or Local statute. Assessments will vary based on the proportionate special benefit to be conferred on each property.

6. *How much is each property charged?*

An equitable formula has been developed whereby assessments for commercial uses are computed based on a combination of a base parcel fee, the property size, building size and street frontage of each parcel in proportion to the expected level of benefit to be derived from the programs, improvements and activities being funded. Parcels with residential uses and residential condominiums are assessed at an equal base rate per unit. Institutional/non-profit/government owned parcels are exempt from the building area portion of the assessment.

7. *Can the assessment formula or programs be changed in the future?*

The assessment formula, boundaries and broad programs can only be changed by a process involving notices and public hearings and, in some cases, a re-vote of the property owners.

2.0 INTRODUCTION

There is an ever increasing awareness of social issues in business districts such as crime and environmental concerns (littering, natural resource depletion, graffiti), as well as a greater perceived need by the public for supplemental security and maintenance services.

Coupled with this, there is an ever-increasing amount of competition for business districts from malls, off-price centers, big box warehouse retailers and factory outlets as well as a myriad of internet and home shopping networks. There is a much greater need to aggressively market goods and services and create physical environments and services comparable to the competition. Business districts everywhere must work harder and smarter just to capture a portion of their proportionate marketplace share.

In order to survive and coexist in the myriad of competition, business districts cannot rely solely on discretionary government funding or normal tax supported programs and services. There is a need to pool private resources to independently fund, at least in part, vital activities, services and improvements. Business districts throughout California, from Eureka to San Diego, are finding that one of the most viable methods today to accomplish this is through a property-based business improvement district (PBID).

This unique assessment mechanism can fund an exciting array of activities ranging from farmer's markets, art festivals and street fairs to beautification projects such as banners, holiday decorations and landscape planters, to urgently needed services such as supplemental security and maintenance. By pooling private dollars, PBIDs are able to collectively pay for activities, programs and improvements which would not be possible on an individual owner basis. In a time of stretched public resources, PBIDs are one of the most valuable and effective private sector business district finance tools available.

2.1 PBID GENERIC ELIGIBLE USE OF FUNDS

PBID assessments are levied directly on properties within a prescribed area on the basis of relative special benefit from the improvements and activities to be funded and defined in the State law as follows:

• **“Improvement”** means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs
- (c) Trash receptacles and public restrooms
- (d) Lighting and heating facilities
- (e) Decorations
- (f) Parks
- (g) Fountains
- (h) Planting areas
- (i) Closing, opening, widening, or narrowing of existing streets
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and ped. malls.
- (l) Rehabilitation or removal of existing structures

• **“Activities”** means, but is not limited to, all of the following:

- (a) Promotion of public events which benefit businesses or real property in the district.
- (b) Furnishing of music in any public place in the area.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.

- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Activities which benefit businesses and real property located in the district.

2.2 REQUIRED INFORMATION IN A PBID MANAGEMENT DISTRICT PLAN

As stipulated by California State Law (Section 36600 Streets and Highways Code), the following information and data must be included in a PBID Management District Plan:

Section 36622. The management district plan shall contain all of the following:

- (a) A map of the district in sufficient detail to locate each parcel of property within the district.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of any benefit zones, proposed for establishment or extension in a manner sufficient to identify the lands included. Under no circumstances shall the boundaries of a proposed district overlap with the boundaries of another existing district created pursuant to this part. Nothing in this part prohibits the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law including, but not limited to, the Parking and Business Improvement Area Law of 1989.
- (d) The improvements and activities proposed for each year of operation of the district and the maximum cost thereof.
- (e) The total annual amount proposed to be expended for improvements, maintenance and operations in each year of operation of the district.
- (f) The proposed source or sources of financing including the proposed method and basis of levying the assessment in sufficient detail to allow each property owner to calculate the amount of the assessment to be levied against his or her property.
- (g) The time and manner of collecting the assessments.
- (h) The specific number of years, to a maximum of five (ten for renewals), in which assessments will be levied. The management district plan may set forth specific increases in assessments for each year of operation of the district.
- (i) The proposed time for implementation and completion of the management district plan.
- (j) Any proposed rules and regulations to be applicable to the district.
- (k) A list of the properties to be assessed, including the assessor's parcel number, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property, in proportion to the benefit received by the property, to defray the cost thereof, including operation and maintenance. The plan may provide that all or any class or category of real property which is exempt by law from real property taxation may nevertheless be included within the boundaries of the district but shall not be subject to the assessment.
- (l) Any other item or matter required to be incorporated therein by the city council.

3.0 PBID DETAILS

3.1 PBID BOUNDARY

The Oxnard Downtown Management District encompasses properties bounded roughly by Second St. on the north, Meta St. and the railroad tracks on the east, Eighth Street on the south, and C St. and D St. on the west. More specifically, the PBID is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the east property line of Oxnard Boulevard; thence north along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public alley lying east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Based on information provided by the Ventura County Assessor's Office, the City of Oxnard and field reviews, there are 404 parcels within the proposed renewed PBID. Of these, 400 are identified parcels that will receive proportionate degrees of special benefit from district programs and improvements. A map showing the PBID boundaries is shown on Appendix A attached hereto.

3.2 PBID ACTIVITIES/WORK PROGRAMS/COSTS/BUDGET

Maintenance includes:

- Clean Team litter/debris pickup and graffiti removal
- check/empty sidewalk trash bins
- mechanical sidewalk sweeping/sidewalk scrubbing/steam cleaning
- clean/repair/replace trash bins
- mechanical street sweeping

Security includes:

- 24/7 Safety Patrol and Ambassador Services

Business Development includes:

- promotional events and activities (Jazz Festival, Taste of Downtown etc)
- Certified Farmer's Market
- holiday events and decorations
- district advertising, newsletters and press releases
- targeted business recruitment
- Oxnard Branding Project
- Downtown Strategic Plan development
- website, blog, Twitter and Facebook
- permit processing assistance
- regional tourism promotion
- establish cultural arts district
- develop international marketplace theme

Beautification includes:

- street banner program
- holiday streetlamp décor
- sidewalk flower planters
- expand streetscape beautification amenities
- initiate full scale master planning and revitalization of Oxnard Boulevard

Management includes:

- personnel and full service office to manage PBID programs, activities and projects
- full service office to assist property and business owners with District-related needs
- solid lobbying force on District issues and needs

HOW DOWNTOWN OXNARD STAKEHOLDERS BENEFIT

All property owners:

- Cleaner sidewalks, streets and common areas
- Real and perceived security for customers, employees, owners and visitors
- Enhanced rental incomes from vacant and underutilized space
- Greater pedestrian activity
- Improved business climate and mix of desired and needed uses
- New businesses and investors
- Regularly funded and well-managed Downtown programs and services
- Stronger and united voice in Downtown matters

Retail, restaurant, entertainment, and service businesses:

- Regular marketing/promotional activities to attract and keep customers

Professional, medical and financial businesses:

- Clean & safe programs for welfare of customers and employees

General office uses:

- Enhanced climate and opportunities for entertaining clients and guests

Non-profit owned/occupied parcels and businesses:

- Cleaner and safer environment for members and contributors

Cultural and art uses:

- Greater exposure and opportunities to attract visitors and benefactors

Residents

- Enhanced clean and safe “urban village” living

YEAR 1 PROPOSED BUDGET SUMMARY

ACTIVITY	Yr 1	% OF TOTAL
1.0 Maintenance	\$145,300	32.0%
2.0 Security	\$77,200	17.0%
3.0 Business Dev.	\$136,200	30.0%
4.0 Beautification	\$43,100	9.5%
5.0 Management	\$52,295	11.5%
TOTAL	\$454,095	100.0%

* Allocations of PBID revenues may be shifted annually by the Property Owner's Association Board between these major categories based on changing needs, program costs, demands and contract prices.

PBID Program Costs and Budget

In order to carry out the PBID programs outlined in the previous section, a first year budget of \$454,095 is projected. The five major program activities range from 9.5% to 32% of the total budget each. Since the renewed PBID is planned for a five year term, projected program costs for future years (Years 2-5) are set at the inception of the PBID. While future inflationary and other program cost increases are unknown at this point, a maximum increase of 5% per annum is incorporated into the projected program costs and assessment rates for the five year PBID term. Assessment increases are capped at a maximum of 5% per year based either on the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner's Association Board. Carryovers, if any, may be reapportioned the following year for related programs, services and improvements. Detailed annual budgets will be prepared by the Owner's Association Board for the City Council's review and approval. The projected Yr 1-5 budgets are shown below:

Projected 5 Year Budget (assume 5% max increase per year)

ACTIVITY	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	% OF TOTAL
1.0 Maintenance	\$145,300	\$152,565	\$160,193	\$168,203	\$176,613	32.0%
2.0 Security	\$77,200	\$81,060	\$85,113	\$89,369	\$93,837	17.0%
3.0 Business Dev.	\$136,200	\$143,010	\$150,161	\$157,669	\$165,552	30.0%
4.0 Beautification	\$43,100	\$45,255	\$47,518	\$49,894	\$52,388	9.5%
5.0 Management	\$52,295	\$54,910	\$57,655	\$60,538	\$63,565	11.5%
TOTAL	\$454,095	\$476,800	\$500,640	\$525,672	\$551,955	100.0%

3.3 PBID ASSESSMENTS

Analysis of Basis and Method of Levying Assessments

The Oxnard Downtown PBID is a benefit assessment type district whereby district program costs are to be apportioned amongst benefiting properties based on the special benefit each property is expected to derive from the PBID programs. The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the PBID. Also, as required by Proposition 218, general benefits may not be incorporated into the assessment formula and levied on the PBID properties; only special benefits and costs may be considered. Furthermore, Proposition 218 no longer exempts government owned property from paying benefit assessments unless it is demonstrated by clear and convincing evidence that the property in fact receives no special benefit.

Based on the grid shape of the renewed PBID, as well as the nature of the proposed PBID program elements, it is determined that a single benefit zone exists in which all properties will gain special and proportionate degrees of benefit.

PBID assessment formulas typically relate to either property street frontage or parcel and building size which affect the amount of assessment to be paid. The formula may base assessments on a single factor or a combination of factors. Based on the program activities to be funded, which relate directly to the pedestrian oriented sidewalk areas, parcel size and current improvements, it is determined that the assessments be based in part on three property related elements: the amount of adjacent street/sidewalk frontage, the parcel size and the building area. A map of the PBID is shown on Appendix A attached hereto. Using the refined cumulative property related data totals, the base Year 1 assessment rates are set at \$350.80 plus 2.7615 cents per square foot of land area, plus 12.138 cents per square foot of building area (based on gross exterior building dimensions), plus \$4.0635 per linear foot of street frontage.

Due to projected reduced special benefits, a number of formula adjustment factors for certain land uses, parcel configurations and other circumstances are also incorporated into the proposed PBID formula as follows:

1. Building area fees are based on gross exterior building area
2. Assessments for institutional, non-profit and government owned and occupied parcels are not assessed for bldg areas
2. Assessments for residential uses, including condominiums, are set at \$55.16 per unit
4. Parcels owned by 501(c)(3) religious non-profit entities and fully occupied as places of worship shall be exempt from PBID assessments. No PBID funded services nor improvements shall be provided adjacent to nor provide any special benefit to such exempt parcels.
5. Parcels owned by US Federal government shall be exempt from PBID assessments based on ruling by US Attorney General. No PBID funded services nor improvements shall be provided adjacent to nor provide any special benefit to such exempt parcels.
6. Mixed use developments are assessed based on pro-rated ratios of land uses

PROPOSED OXNARD DOWNTOWN PBID

ASSESSMENT FORMULA

Assessment = Land Area Fee + Building Area Fee + Street Frontage Fee

- Land Area Fee = land area x land area rate (from chart below)
- Building Area Fee = building area x building area rate (from chart below)
- Street Frontage Fee = parcel street frontage x street frontage rate (from chart below)

YEAR 1 ASSESSMENT RATE CHART

<u>LAND AREA RATE</u>	<u>BLDG AREA RATE</u>	<u>STREET FRONTAGE RATE</u>
\$350.80 +2.7615¢/Sq Ft	12.138¢/Sq Ft	\$4.0635 Per Linear Foot

SAMPLE CALCULATION:

A. 8,625 sq ft building on 9,000 sq ft lot with 75 LF of street frontage

Land = \$350.80 + 9,000 x 2.7615¢/Sq Ft = \$ 599.20

Bldg = 8,625 x 12.138¢/Sq Ft = \$1,046.90

Frontage = 75 LF x \$4.0635/Lin Ft = \$ 304.76

TOTAL YEAR 1 ASSESSMENT = \$1,951/yr

PER MONTH = \$ 163/mo

PER DAY = \$ 5.42/day

PER SQ FT OF BLDG PER MO = 1.9¢/sq ft bldg/mo

3.4 SPECIFIC ANNUAL ADJUSTMENTS

Since the PBID is planned for a five year term, maximum assessments for future years (Years 2-5) must be set at the inception of the PBID. While future inflationary and other program cost increases are unknown at this point, a maximum increase of 5% per annum is incorporated into the projected program costs and, in turn, the resultant assessment rates for the five year term of the PBID. Assessment increases are capped at a maximum of 5% per year based either on the C.P.I. for the Oxnard/Ventura area for all urban consumers or upon approval of the Property Owner's Association Board. These figures are shown in the table below. Assessment rates may not exceed those indicated below.

In addition, any annual budget surplus or deficit will be incorporated into the subsequent year's PBID budget. Within the constraints of the annual adjustment, annual assessments will be set to account for surpluses or deficits carried forward.

Five Year Maximum Assessment Rates

(Includes a 5% cap on annual increases)

Assessment Rates	Yr 1 Rate	Yr 2 Rate	Yr 3 Rate	Yr 4 Rate	Yr 5 Rate
Land Area Rate Part 1 +	\$350.80	\$368.34	\$386.76	\$406.09	\$426.40
Land Area Rate Part 2 (\$/SF)	\$0.027615	\$0.028996	\$0.030446	\$0.031968	\$0.033566
Building Area Rate (\$/SF)	\$0.121380	\$0.127449	\$0.133821	\$0.140513	\$0.147538
Street Frontage Rate (\$/LF)	\$4.063500	\$4.266675	\$4.480009	\$4.704009	\$4.939210
Residential Rate (\$/Unit)	\$55.16	\$57.92	\$60.81	\$63.85	\$67.05

3.5 PBID GOVERNANCE

The governance or management of a PBID typically requires an "Owner's Association" to carry out the District services and activities. State PBID Law (36600 Streets & Highways Code) also requires that the Owner's Association carry out specific additional functions. This includes preparation of an Annual Report to the City Council on the PBID activities for the past fiscal year and those proposed for the next fiscal year. The Owner's Association may also recommend to the City Council from time to time, changes to the PBID boundaries, benefit zones, assessment formula or PBID programs and activities, all subject to public notification and, in some cases petition/balloting requirements.

Meetings of the Owner's Association and its standing Committees shall be subject to the State of California "Brown Act" open meeting law.

It is proposed that the Oxnard Downtown Management District Inc (ODMD), under contract with the City of Oxnard, continue to be responsible for the ongoing day-to-day management and administration of the Oxnard Downtown PBID. Incorporated in the early 2000's, ODMD is a non-profit corporation formed by business and professional firms and property owners located within Downtown Oxnard. Upon renewal of the PBID, it is proposed that the City Council and ODMD will execute a contract for the continued performance and delivery of the stipulated PBID programs and services authorized by the Management Plan.

3.6 PBID SPECIAL RULES AND REGULATIONS

Special rules and regulations may be adopted by the Owner's Association from time to time, as deemed appropriate and necessary.

4.0 TIME AND MANNER FOR COLLECTING ASSESSMENTS

As provided by statute, the Oxnard Downtown PBID assessments may either be collected directly by the City or by the County of Ventura in the same manner as annual property taxes are collected and will appear as a separate line item on the property tax statement prepared by and issued by the County. It is intended that the City and ODMD Inc will enter into an agreement under which the City will remit the assessment revenues to the Association for implementation of the Management Plan. Existing laws and policies addressing enforcement and/or appeal of property taxes shall also apply to PBID assessments.

5.0 PBID DURATION

Pursuant to State PBID law, the Oxnard Downtown PBID will have a five year operating duration extending from January 2015 through the end of December 2019. (Property tax billing from December 2014 through April 2019). Any continuation of the PBID after the renewed five year period will require compliance with all regulations and statutes in place at the time relative to establishment of a property and business improvement district. At present, this would require preparation of a new management plan, circulation of a new majority petition, a Prop 218 balloting and a public hearing and noticing process.

6.0 BONDS

There will be no bonds sold in conjunction with the renewed District to generate any of the projected revenues.

7.0 PBID RENEWAL TIMELINE

The renewed PBID is expected to begin operation by January 2015. In order to meet this goal, the following procedural timeline is proposed:

<u>Date</u>	<u>Action/Task</u>
Oct-Dec '13	• Develop a PBID Management Plan
Dec '13-May '14	• Strategize support campaign/meetings etc.
Dec '13	• Initiate petition drive
Dec '13-May '14	• Collect petitions signed by property owners
May '14	• Submit majority support petitions to City along with final Management Plan
June '14	• City Council adopts res. of intention to renew the PBID
June '14	• City sends notice of PBID public hearing and a ballot to property owners within District
July '14	• City Council conducts hearing (ballots due by this date)
July '14	• Providing no majority ballot protest is filed or found at the hearing, Council approves resolution renewing District
July '14	• Assessment roll submitted to Assessor
Dec 10/Apr 10(due)	• Assessments billed and collected by County
1st Qtr '15	• Revenues remitted to ODMD per contract with City
(5 yrs)	• ODMD carries out PBID programs and services

APPENDIX A

BOUNDARY MAP

(INSERT REVISED MAP)

APPENDIX B

Year 1 Assessment Roll

APN	2014-15 PBID ASSMT
2010113110	\$3,524.03
2010160010	\$626.95
2010160020	\$593.34
2010160030	\$1,667.87
2010160040	\$443.67
2010160050	\$820.66
2010160060	\$413.13
2010160070	\$697.97
2010160080	\$646.88
2010160090	\$624.69
2010160100	\$705.86
2010160110	\$873.17
2010160120	\$733.47
2010160130	\$1,205.31
2010160170	\$1,419.27
2010160180	\$1,613.20
2010160190	\$924.75
2010160200	\$1,791.53
2010160220	\$1,039.87
2010160250	\$1,041.65
2010160260	\$2,009.43
2010211010	\$1,804.88
2010211040	\$441.02
2010211110	\$806.17
2010211120	\$684.59
2010211130	\$517.70
2010211140	\$517.70
2010211155	\$517.70
2010211170	\$1,716.43
2010211180	\$1,255.08
2010211190	\$1,458.63
2010211200	\$1,492.10
2010211210	\$1,496.39
2010211225	\$414.15
2010211230	\$617.32
2010211300	\$531.26
2010211360	\$1,062.24
2010211380	\$1,254.22
2010212010	\$1,427.87
2010212020	\$1,232.54
2010212030	\$1,226.47
2010212060	\$1,165.78

2010212070	\$1,310.52
2010212140	\$1,214.33
2010212150	\$2,770.66
2010212165	\$1,502.87
2010212170	\$1,542.32
2010212180	\$913.18
2010212190	\$945.52
2010212200	\$692.94
2010212230	\$1,105.09
2010212260	\$1,678.34
2010212270	\$1,323.84
2010213010	\$1,099.62
2010213020	\$667.24
2010213030	\$826.25
2010213075	\$515.52
2010213080	\$1,119.99
2010213090	\$1,176.75
2010213100	\$607.20
2010213110	\$220.64
2010213120	\$55.16
2010213130	\$1,022.18
2010213140	\$533.35
2010213150	\$500.54
2010213160	\$2,329.43
2010214010	\$750.04
2010214020	\$2,923.70
2010214030	\$2,043.08
2010214040	\$2,568.54
2010271030	\$607.20
2010271040	\$573.20
2010271060	\$623.01
2010271070	\$803.88
2010271080	\$1,131.02
2010271090	\$555.94
2010271100	\$761.09
2010271110	\$761.09
2010271160	\$220.64
2010271170	\$1,304.78
2010271180	\$2,632.17
2010272010	\$1,047.36
2010272020	\$569.75
2010272030	\$569.75
2010272040	\$55.16
2010272050	\$788.70

2010272060	\$1,592.11
2010272070	\$747.28
2010272080	\$747.28
2010272090	\$945.52
2010272100	\$1,536.25
2010272110	\$877.62
2010272120	\$1,205.25
2010272140	\$555.94
2010272150	\$1,597.41
2010272160	\$747.12
2010272170	\$761.09
2010272180	\$1,317.19
2010272190	\$55.16
2010272200	\$521.43
2010272210	\$419.84
2010272220	\$1,121.44
2010272230	\$1,625.71
2010360110	\$1,563.09
2020081010	\$1,316.17
2020081020	\$747.28
2020081100	\$1,114.73
2020081160	\$747.28
2020081170	\$1,316.17
2020081180	\$761.09
2020081190	\$761.09
2020081200	\$761.09
2020081210	\$761.09
2020081220	\$761.09
2020081230	\$1,329.98
2020081240	\$566.04
2020081250	\$761.09
2020081260	\$761.09
2020081270	\$761.09
2020081280	\$761.09
2020081290	\$761.09
2020083030	\$1,223.09
2020083040	\$55.16
2020083050	\$1,479.23
2020083060	\$1,067.87
2020083070	\$1,269.99
2020083210	\$2,111.00
2020083220	\$811.33
2020085030	\$746.28
2020085040	\$802.99

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020085050	\$3,263.94
2020085190	\$751.13
2020085200	\$1,815.22
2020091100	\$747.28
2020091370	\$1,712.65
2020091380	\$940.95
2020091390	\$11,160.58
2020091400	\$3,487.31
2020092030	\$428.12
2020092040	\$669.96
2020092050	\$1,148.44
2020092060	\$1,171.38
2020092070	\$2,165.83
2020092120	\$747.28
2020092130	\$1,209.25
2020092140	\$2,044.45
2020092170	\$5,629.69
2020092180	\$1,932.73
2020092190	\$2,688.23
2020094010	\$1,851.06
2020094020	\$1,085.53
2020094035	\$2,344.62
2020094040	\$1,859.10
2020094050	\$1,129.23
2020094060	\$1,347.71
2020094080	\$1,834.31
2020094140	\$1,216.23
2020094155	\$367.37
2020094160	\$367.37
2020094170	\$730.71
2020094185	\$704.27
2020094195	\$1,359.18
2020094205	\$383.94
2020094215	\$1,679.51
2020094225	\$383.94
2020094235	\$1,110.62
2020094240	\$1,504.98
2020095075	\$747.28
2020095085	\$747.28
2020095090	\$1,305.63
2020095100	\$1,202.46
2020095110	\$747.28
2020095120	\$3,917.59
2020095140	\$2,466.89
2020095150	\$1,492.10
2020095160	\$1,492.10
2020096035	\$1,391.72
2020096040	\$0.00
2020096050	\$1,551.95
2020096060	\$1,240.90
2020096070	\$1,354.18

2020096080	\$2,892.22
2020096095	\$940.98
2020096105	\$2,373.69
2020096110	\$1,208.99
2020096125	\$697.53
2020101130	\$1,507.90
2020101190	\$629.17
2020101205	\$490.30
2020101215	\$1,723.46
2020101225	\$362.54
2020101235	\$516.59
2020101255	\$441.12
2020101270	\$363.92
2020101290	\$399.13
2020101310	\$363.92
2020101330	\$363.92
2020101355	\$363.92
2020101360	\$359.42
2020101370	\$372.20
2020101405	\$404.31
2020101415	\$3,548.56
2020101420	\$1,208.20
2020101435	\$374.27
2020101445	\$2,047.00
2020102010	\$4,654.72
2020103025	\$705.86
2020103090	\$705.86
2020103100	\$2,008.89
2020103115	\$442.82
2020103120	\$1,808.70
2020103130	\$771.09
2020103145	\$692.05
2020103175	\$357.98
2020103185	\$522.28
2020103195	\$2,032.61
2020103205	\$592.24
2020103210	\$1,066.32
2020103225	\$374.27
2020103235	\$458.70
2020103245	\$2,243.59
2020104015	\$3,434.65
2020104165	\$2,506.63
2020104395	\$7,987.85
2020104405	\$1,066.95
2020104415	\$2,185.20
2020104425	\$1,875.63
2020104435	\$3,119.47
2020105100	\$6,478.81
2020105120	\$549.04
2020105170	\$449.27
2020105180	\$2,010.88

2020105195	\$359.08
2020105205	\$540.76
2020105210	\$359.08
2020105220	\$540.76
2020105235	\$375.65
2020105245	\$920.67
2020105260	\$432.70
2020105275	\$0.00
2020105295	\$2,523.08
2020105305	\$587.70
2020105325	\$2,394.79
2020105335	\$2,103.73
2020106015	\$1,162.19
2020106035	\$535.23
2020106065	\$740.38
2020106120	\$940.49
2020106130	\$1,555.67
2020106140	\$3,404.93
2020106245	\$588.53
2020106250	\$797.74
2020106265	\$426.90
2020106275	\$635.20
2020106285	\$383.94
2020106295	\$615.90
2020106310	\$401.47
2020106320	\$504.52
2020106355	\$1,843.77
2020106370	\$943.53
2020106380	\$943.64
2020106390	\$928.49
2020106400	\$1,956.93
2020106410	\$2,319.80
2020107050	\$532.37
2020107060	\$545.59
2020107070	\$545.59
2020107080	\$2,132.05
2020107100	\$906.13
2020107110	\$1,951.00
2020107120	\$535.23
2020107135	\$1,207.29
2020107160	\$1,153.50
2020107170	\$1,367.53
2020107195	\$506.63
2020107205	\$389.03
2020107215	\$387.69
2020107225	\$494.66
2020107235	\$2,788.84
2020107240	\$2,853.62
2020107250	\$1,452.90
2020131030	\$791.80
2020131040	\$1,545.96

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

2020131050	\$1,643.46
2020131060	\$1,510.42
2020131070	\$1,811.43
2020131170	\$1,092.30
2020131190	\$357.45
2020131220	\$568.57
2020131230	\$1,227.44
2020133010	\$1,316.17
2020133020	\$899.01
2020133030	\$747.28
2020133040	\$747.28
2020133050	\$55.16
2020133060	\$747.28
2020133210	\$3,116.05
2020135025	\$1,213.52
2020135035	\$5,672.73
2020141050	\$0.00
2020141060	\$913.18
2020141070	\$549.04
2020141080	\$1,062.87
2020141090	\$1,062.87
2020141100	\$55.16
2020141110	\$1,712.65
2020141155	\$55.16
2020141165	\$55.16
2020141175	\$55.16
2020141185	\$55.16
2020141195	\$55.16
2020141205	\$55.16
2020141215	\$55.16
2020141225	\$55.16
2020141235	\$55.16
2020141245	\$55.16
2020141255	\$55.16
2020141265	\$55.16
2020141275	\$55.16
2020141285	\$55.16
2020141295	\$55.16
2020141305	\$55.16
2020141315	\$55.16
2020141325	\$55.16
2020141335	\$55.16

2020141345	\$55.16
2020141355	\$55.16
2020141365	\$55.16
2020141375	\$55.16
2020141385	\$55.16
2020141395	\$55.16
2020141405	\$55.16
2020141415	\$55.16
2020141425	\$55.16
2020142160	\$5,791.80
2020143015	\$2,989.57
2020143025	\$1,348.96
2020143030	\$900.22
2020143040	\$776.63
2020143050	\$549.04
2020143140	\$3,496.07
2020143230	\$1,689.97
2020143240	\$1,496.60
2020143250	\$1,116.73
2020144170	\$840.79
2020144180	\$982.45
2020144190	\$1,034.67
2020144200	\$904.56
2020144210	\$954.57
2020144220	\$494.90
2020144230	\$1,574.59
2020144240	\$494.60
2020144250	\$1,144.88
2020144260	\$837.78
2020144270	\$928.01
2020144280	\$842.53
2020144290	\$753.85
2020144300	\$867.24
2020145010	\$3,071.49
2020145030	\$1,080.22
2020145050	\$1,588.46
2020145060	\$1,043.02
2020145100	\$0.00
2020145110	\$1,475.56
2020145120	\$747.28
2020145130	\$1,378.46
2020145140	\$1,316.17

2020145190	\$747.28
2020145200	\$719.67
2020145210	\$628.28
2020145220	\$4,218.05
2020145230	\$1,059.80
2020145240	\$1,173.66
2020146010	\$1,711.02
2020146020	\$990.41
2020146030	\$929.72
2020146040	\$656.61
2020146050	\$838.68
2020146070	\$1,182.49
2020146080	\$686.96
2020146090	\$535.23
2020146100	\$899.37
2020146110	\$535.23
2020146120	\$535.23
2020146130	\$777.99
2020146140	\$2,434.98
2020146150	\$1,265.13
2020146180	\$2,017.99
2020146190	\$535.23
2020146200	\$535.23
2020146210	\$535.23
2020146220	\$4,331.30
2020380015	\$55.16
2020380025	\$55.16
2020380035	\$55.16
2020380045	\$55.16
2020380055	\$55.16
2020380065	\$55.16
2020380075	\$55.16
2020380085	\$55.16
2020380095	\$55.16
2020380105	\$55.16
2020380115	\$55.16
2020380125	\$55.16
	\$454,094.55

**OXNARD DOWNTOWN MANAGEMENT DISTRICT
RENEWAL
PROPERTY & BUSINESS IMPROVEMENT DISTRICT**

*Being Renewed Under California Streets and Highways Code Section 36600 et seq.
Property and Business Improvement District Act of 1994*

**DISTRICT
ASSESSMENT ENGINEER'S
REPORT**

ATTACHMENT A

*Prepared by
Edward V. Henning
California Registered Professional Engineer # 26549
Edward Henning & Associates*

December 23, 2013

V 1.0

OXNARD DOWNTOWN MANAGEMENT DISTRICT –ENGINEER’S REPORT

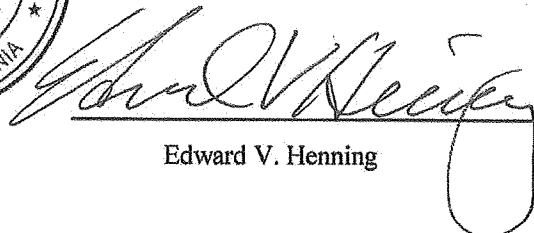
DISTRICT ASSESSMENT ENGINEER’S REPORT

To Whom It May Concern:

I hereby certify to the best of my professional knowledge and experience that each of the identified benefiting properties located within the proposed renewed Oxnard Downtown Management District Property and Business Improvement District ("ODMD") being renewed for a five (5) year term will receive a special benefit over and above the benefits conferred on the public at large and that the amount of the proposed assessment is proportional to, and no greater than the benefits conferred on each respective property.

Prepared by Edward V. Henning, California Registered Professional Engineer # 26549



 RPE #26549 Dec 23, 2013.
Edward V. Henning Date

(NOT VALID WITHOUT SIGNATURE AND CERTIFICATION SEAL HERE)

Introduction

This report serves as the “detailed engineer’s report” required by Section 4(b) of Article XIIIID of the California Constitution (Proposition 218) to support the benefit property assessments proposed to be levied within the ODMD in the City of Los Angeles, California being renewed for a five (5) year term. The discussion and analysis contained within this Report constitutes the required “nexus” of rationale between assessment amounts levied and special benefits derived by properties within the ODMD.

Background

The ODMD is a property-based benefit assessment type district being renewed for a five (5) year term pursuant to Section 36600 et seq. of the California Streets and Highways Code, also known as the Property and Business Improvement District Law of 1994 (the “Act”). Due to the benefit assessment nature of assessments levied within a property and business improvement district (“PBID”), district program costs are to be distributed amongst all identified benefiting properties based on the proportional amount of special program benefit each property is expected to derive from the assessments levied. Within the Act, frequent references are made to the concept of relative “benefit” received from PBID programs and activities versus amount of assessment paid. Only those properties expected to derive special benefits from PBID funded programs and activities may be assessed and only in an amount proportional to the relative special benefits expected to be received.

Supplemental Proposition 218 Procedures and Requirements

Proposition 218, approved by the voters of California in November of 1996, adds a supplemental array of procedures and requirements to be carried out prior to levying a property-based assessment like the ODMD. These requirements are in addition to requirements imposed by State and local assessment enabling laws. These requirements were “chaptered” into law as Article XIID of the California Constitution.

Since Prop 218 provisions will affect all subsequent calculations to be made in the final assessment formula for the ODMD, Prop 218 requirements will be taken into account. The key provisions of Prop 218 along with a description of how the ODMD complies with each of these provisions are delineated below.

(Note: All section references below pertain to Article XIII of the California Constitution):

Finding 1. From Section 4(a): “Identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed”

There are 404 parcels within the renewed ODMD of which 400 are “identified” as assessable parcels that will derive special benefit from the proposed District programs and activities. The benefits are special and unique only to the identified parcels within the District because programs and services (i.e. maintenance, security, business development, beautification and management) will only be provided directly for the benefit of the identified parcels. These identified benefiting parcels are located within the ODMD perimeter boundary which is shown on the Boundary Map attached to the Management District Plan. Any future development and/or land subdivisions will adhere to the assessment rate structures described herein. There is one benefit zone within the renewed District.

OXNARD DOWNTOWN MANAGEMENT DISTRICT –ENGINEER’S REPORT

Setting

The ODMD is located in historic Downtown Oxnard centered along A Street from Second Street to Eighth Street. The property uses within the boundaries of the PBID which will receive special benefits from PBID funded programs and services are currently a mix of general commercial, retail, office, commercial parking, government, residential condominiums, apartments and a few scattered residential units. (See Benefit Analysis section later in this Report for a detailed discussion of special benefits for each land use category).

The ODMD encompasses properties bounded roughly by Second St. on the north, Meta St. and the railroad tracks on the east, Eighth Street on the south, and C St. and D St. on the west. More specifically, the PBID is described as follows:

Beginning at the intersection of the centerlines of Second Street and D Street; thence east along said centerline of Second Street to the east property line of Oxnard Boulevard; thence north along said east property line of Oxnard Boulevard to the tangent intersection point with the west property line of the railroad right of way; thence southeast and south along said west property line of the railroad right of way to the centerline of Fifth Street; thence west along said centerline of Fifth Street to the prolongation of the east property line of the public alley lying east of and parallel to Meta Street; thence south along said east property line of said public alley to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the east property line of parcel APN 202-0-360-110; thence south along said east property line of said parcel APN 202-0-360-110 to the south property line of said parcel APN 202-0-360-110; thence west along said south property line of said parcel APN 202-0-360-110 to the west property line of said parcel APN 202-0-360-110; thence north along said west property line of said parcel APN 202-0-360-110 to the centerline of Seventh Street; thence west along said centerline of Seventh Street to the centerline of Oxnard Boulevard; thence south along said centerline of Oxnard Boulevard to the centerline of Eighth Street; thence west along said centerline of Eighth Street to the centerline of D Street; thence north along said centerline of D Street to the centerline of Seventh Street; thence east along said centerline of Seventh Street to the prolongation of the west property line of the public alley lying east of and parallel to D Street; thence north along said west property line of said public alley to the centerline of Third Street; thence west along said centerline of Third Street to the centerline of D Street; thence north along said centerline of D Street to the point of beginning.

Based on information provided by the Ventura County Assessor’s Office, the City of Oxnard and field reviews, there are 404 parcels within the proposed renewed PBID. Of these, 400 are identified parcels that will receive proportionate degrees of special benefit from district programs and improvements. A map showing the PBID boundaries is shown on Appendix A attached hereto.

All identified parcels within the above-mentioned boundaries shall be assessed to fund special benefit programs, services and improvements as outlined in this Report as well as the Management District Plan. Services, programs and improvements will only be provided to these assessed parcels inside the District boundaries and none will be provided outside of the District boundaries. Each assessed parcel and land use within the ODMD will proportionately benefit from

the PBID funded maintenance, security, business development, beautification and management. These services improve commerce, employment and livability for patrons, visitors, employees and residents within the ODMD by reducing crime, litter and debris, all considered detractions if not contained and properly managed. All ODMD funded services and improvements are considered supplemental above normal base level services provided by the City of Oxnard and are only provided for the special benefit of assessed parcels within the boundaries of the ODMD. “Special benefit” is defined in “Finding 2” of this Engineer’s Report.

Finding 2. From Section 4(a): “Separate general benefits (if any) from the special benefits conferred on parcel(s). Only special benefits are assessable. “

BENEFIT ANALYSIS

As stipulated by Proposition 218, assessment District programs and activities confer a combination of general and special benefits to properties, but the only program benefits that can be assessed are those that provide special benefit to the assessed properties. For the purposes of this analysis, a “general benefit” is hereby defined as: “A benefit to properties in the area and in the surrounding community or benefit to the public in general resulting from the improvement, activity, or service to be provided by the assessment levied”. “Special benefit” as defined by the California State Constitution means a distinct benefit over and above general benefits conferred on real property located in the District or to the public at large.

The property uses within the boundaries of the PBID which will receive special benefits from PBID funded programs and services are currently a mix of general commercial, retail, office, live-work lofts, commercial parking, government, residential condominiums, apartments and a few scattered residential units. Services, programs and improvements provided by the PBID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

For assessed general commercial, retail, office and commercial parking uses within the ODMD, each of these uses and assessed parcels specially benefit from PBID funded programs and services through increased commerce, commercial rental income and commercial occupancies. PBID funded clean and safe programs enhance each assessed parcel by improving the safety and aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors. For the business development and beautification funded elements of the ODMD work plan, each of these uses and assessed parcels specially benefit from these PBID funded programs and services through increased commerce, commercial rental income and commercial occupancies. PBID funded business development and beautification improvements enhance each assessed parcel by improving the business exposure to the consumer population and the aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors.

For assessed government and non-profit owned and occupied parcels and facilities, each of these parcels specially benefit from PBID funded programs and services from cleaner and safer facilities for their employees, visitors, vendors and other

users of these public locations and facilities. These properties are not subject to building area assessments since it is the opinion of this Assessment Engineer’s that government and non-profit owned properties do not specially benefit from PBID funded business development and beautification type programs which are tied directly to the building area portion of the PBID assessment formula.

For the assessed residential uses within the PBID (all located on non-residentially zoned parcels), these parcels specially benefit from the clean and safe programs by improving the security and livability of tenants, increasing occupancies and increasing rental income. Due to the configurations of residential use properties, assessments are based on the number of residential units rather than a direct measurement of the land, building and street frontage. These properties are not subject to building area assessments since it is the opinion of this Assessment Engineer’s that residential use properties do not specially benefit from PBID funded business development and beautification type programs which are tied directly to the building area portion of the PBID assessment formula.

The proposed PBID programs, improvements and services are as follows:

Maintenance includes:

- Clean Team litter/debris pickup and graffiti removal
- Check/empty sidewalk trash bins/ clean/repair/replace
- Mechanical sidewalk sweeping/sidewalk scrubbing/steam cleaning
- Mechanical street sweeping

Security includes:

- Regular Safety Patrol and Ambassador Services

Business Development includes:

- Promotional events and activities (Jazz Festival, Taste of Downtown etc)
- Certified Farmer’s Market
- Holiday events and decorations
- District advertising, newsletters and press releases
- Targeted business recruitment
- Oxnard Branding Project
- Downtown Strategic Plan development
- Website, blog, Twitter and Facebook
- Permit processing assistance
- Regional tourism promotion
- Establish cultural arts district
- Develop international marketplace theme

Beautification includes:

- Street banner program
- Holiday streetlamp décor
- Sidewalk flower planters
- Expand streetscape beautification amenities
- Initiate full scale master planning and revitalization of Oxnard Boulevard

Management includes:

- Personnel to manage PBID programs, activities and projects
- Full service office to assist property and business owners with District-related needs
- Solid lobbying force on District issues and needs

Assessed commercial parcels that receive these programs, services and improvements attract more customers, visitors, employees, tenants and investors as a result of these programs, services and improvements, thereby increasing business volumes, sales transactions, commercial occupancies, commercial rental income and return on investments. These services improve commerce, security and aesthetic appeal for patrons, visitors and employees of assessed parcels within the ODMD by reducing crime, litter and debris, all considered detractions to commerce, commercial occupancy rates and investment return if not contained and properly managed. In the case of assessed government and non-profit owned parcels, PBID funded programs and services provide safer and enhanced facilities for their employees, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, PBID funded programs and services improve the security and aesthetic appeal for tenants, visitors and owners, which, in turn, increase occupancies and rental income.

These benefits are particular and distinct to each and every assessed parcel within the ODMD and are not provided to non-assessed parcels outside of the District. Because these programs, services and improvements will only be provided to each individual assessed parcel within the PBID boundaries, these programs, services and improvements will constitute "special benefits". The City of Oxnard does not provide these programs and services. In the case of the ODMD, the very nature of the purpose of this District is to fund supplemental programs, improvements and services to assessed parcels within the PBID boundaries above and beyond what is being currently funded either via normal tax supported methods or other funding sources. All benefits derived from the assessments to be levied on assessed parcels within the PBID are for services, programs and improvements directly benefiting each individual assessed parcel within the PBID. No PBID funded services, activities or programs will be provided outside of the PBID boundaries. While every attempt is made to provide PBID services and programs to confer benefits only to those identified assessed parcels within the PBID, the California State Constitution was amended via Proposition 218 to stipulate that general benefits exist, either by design or unintentional, in all assessment districts and that a portion of the program costs must be considered attributable to general benefits and assigned a value. General benefits cannot be funded by assessment revenues. General benefits might be conferred on parcels within the District, or "spillover" onto parcels surrounding the District, or to the public at large who might be passing through the District with no intention of transacting business within the District or interest in the District

itself.

Empirical assessment engineering analysis throughout California has found that general benefits within a given business improvement district tend to range from 0-3% of the total costs. There are three methods that have been used by this Engineer for determining general and special benefit values within assessment districts:

- (1) The parcel by parcel allocation method
- (2) The program/activity line item allocation method, and
- (3) The composite district overlay determinant method.

A majority of PBIDs in California for which this Assessment Engineer has provided assessment engineering services since the enactment of Proposition 218, have used Method #3, the composite district overlay determinant method which will be used for the ODMD. This method of computing the value of general benefit involves a composite of three distinct types of general benefit – general benefit to parcels within the District, general benefit to the public at large within the District and general benefit to parcels outside the District.

General Benefit – Parcels within District

PBID funded programs are narrowly designed and carefully implemented to specially benefit the assessed District parcels and are only provided for the special benefit to each and every assessed parcel within the District. It is the opinion of this Engineer, based on nearly 40 years of professional assessment engineering experience, that 100% of benefits conferred on assessed parcels within the District are distinct and special and that there are 0% general benefits conferred on these parcels. This is because the PBID funded programs and services are specially geared to the unique needs of each assessed parcel within the PBID and are directed specially only to these assessed parcels within the PBID. This concept is further reinforced by the proportionality of special benefits conferred on each assessed parcel within the District as determined by the special benefit assessment formula as it is applied to the unique and varying property characteristics unique to each assessed parcel.

There are four parcels within the PBID boundaries that fall under two categories of property ownership/occupation that are exempt from the ODMD PBID assessments:

1. Properties owned and occupied by the federal government. The US Attorney General has opined that federally owned properties are exempt from local taxes and assessments pursuant to the Supremacy Clause of the US Constitution. The US Post Office property, thus, is exempt from PBID assessments.
2. Properties owned and occupied by 501(c)(3) religious non-profit entities used as places of worship. Reference is made to the discretionary but not mandatory provision of State PBID law [California Streets and Highways Code - Section 36622(k)] that optionally allows each City Council in the State to find that real property owned by certain tax exempt entities such as churches, to also be exempt from PBID assessments. This section of law reads as follows:

“The (*management district*) plan may (emphasis added) provide that all or any class or category of real property which is exempt by law from real property taxation may nevertheless be included within the boundaries of the district but shall not be subject to assessment on real property.”

In August 2011, the Oxnard City Council amended the proposed ODMD Management District Plan on file at that time to include such an exemption from PBID assessments for real property owned and occupied by 501(c)(3) religious non-profit entities and used for places of worship for the three year term of the PBID being renewed in August 2011. This same provision has been carried forth to the Management District Plan for the proposed five year term of the renewed ODMD. There are three parcels owned by such non-profit entities and used as places of worship and are, thus, exempt from PBID assessments.

It is noted that exempting the subject four properties from ODMD assessments also means that any direct and tangible PBID funded services and improvements shall not be provided for the special benefit of these exempt properties, meaning no direct services shall be provided or administered adjacent to the subject properties in order to comply with the Proposition 218 provision that only specially benefitting properties shall be assessed for district funded programs and improvements and no others. Any general benefits conferred on these four exempt parcels are discussed below in the “General Benefit – Outside Parcels” section.

General Benefit - Public At Large

While the ODMD funded programs are narrowly designed and carefully implemented to specially benefit the assessed District properties and are only provided for the special benefit to each and every assessed parcel within the District, these PBID funded programs may also provide an incidental general benefit to the public at large within the District. Assessment Engineering experience in California has found that generally over 95% of people moving about within PBID boundaries are engaged in business related to assessed parcels and businesses contained on them within the District, while the public at large “just passing through” is typically less than 5%. Based on this experience curve and the focused nature of the ODMD funded programs and nearly 40 years of assessment engineering experience, it is the opinion of this Engineer that a general benefit factor of 0.025 (2.5%) of PBID funded special benefit program costs that might provide an immediate general benefit to the public at large will be applied to these applicable program costs in order to compute the dollar and percent value of general benefits to the public at large. It is the opinion of this Engineer that the programs that may provide immediate general benefits to the public at large are Maintenance and Security services. The dollar value of this general benefit type equates to 1.225% of the total Year 1 –2015 District special benefit program costs or \$1,490 as delineated in the chart below.

OXNARD DOWNTOWN MANAGEMENT DISTRICT –ENGINEER’S REPORT

	A	B	C	D	E
Program Element	Dollar Allocation	% Allocation of Special Benefit Cost	General Benefit Factor	General Benefit Percent (B x C)	General Benefit Value
Maintenance Services	\$145,300	32.00%	0.025	0.800%	\$1,162
Security Services	\$77,200	17.00%	0.025	0.425%	\$328
TOTAL	\$222,500	49.00%		1.225%	\$1,490

General Benefits – Outside Parcels

While District programs and services will not be provided directly to parcels outside the District boundaries, it is reasonable to conclude that District services such as increased safety and cleanliness may confer an indirect general benefit on commercial (non-residential) parcels immediately adjacent to the District boundaries, including the four parcels exempt from PBID assessments. An inventory of the District boundaries finds that the District is surrounded by dozens of parcels, all of which but 13, are parcels zoned solely residential and/or with residential uses. Based on nearly 40 years of assessment engineering experience, it is the opinion of this Engineer that parcels outside the PBID boundaries that are zoned solely residential and/or with residential uses do not receive identifiable or calculable levels of general benefits from PBID funded programs and services which are geared specifically for and directed immediately to, only assessed parcels within the PBID boundaries and for the special and direct benefit of the array of land uses within the PBID boundaries. The remaining 13 non-residential parcels outside the District boundaries and immediately adjacent to assessed parcels within the District, as well as the 4 exempt parcels within the district can reasonably be assumed to receive some indirect general benefit as a result of PBID funded programs, services and improvements. Based on nearly 40 years of assessment engineering experience, it is the opinion of this Engineer that a benefit factor of 1.0 be attributed to the 400 assessed parcels within the District, a benefit factor of 0.2 be attributed to the 4 non-assessed parcels within the District and a benefit factor of 0.1 be attributed to general benefits conferred on the 13 non-residential parcels immediately adjacent to or across the street from assessed parcels within the ODMD. The dollar value of this general benefit type equates to 0.52% of the applicable Year 1 –2015 District program costs or \$2374 (0.52% x \$456,469) as delineated in the chart below.

Parcel Type	Quantity	Benefit Factor	Benefit Units	Benefit Percent	Benefit Value
Assessed Parcels in the District	400	1	400	99.48%	\$454,095
Non-Residential Parcels Outside the District	13	0.1	1.3	0.32%	\$1,460
Exempt Parcels within the District	4	0.2	0.8	0.20%	\$914
TOTAL			402.1	100.00%	\$456,469

Composite General Benefit

Based on the general benefit values delineated in the three sections above, the total value of general benefits conferred on assessed parcels within the District, the public at large and non-residential parcels outside the District (including exempt parcels within the District) equates to \$3,864 (\$0 + \$1,490+ \$2,374) or 0.84% of the preliminary total adjusted cost of

OXNARD DOWNTOWN MANAGEMENT DISTRICT –ENGINEER’S REPORT

\$457,959 (\$454,095 + \$3,864). For the purposes of this benefit analysis, the 0.84% general benefit value will be rounded up to 1% with a dollar value of \$4,587. This leaves a value of 99% assigned to special benefit related costs. The general benefit value of \$4,587 when added to the special benefit value of \$454,095 (Year 1 –2015 assessments) equates to a total Year 1 – 2015 program cost of \$458,682. Remaining costs which are attributed to general benefits, will need to be derived from other sources.

PBID Programs and Improvements

The Renewed ODMD provides the following Year 1 – 2015 special benefit services for each individual assessed parcel in the PBID:

Year 1 – 2015 District Special Benefit Cost Allocations (Assessment Revenue Only)

ACTIVITY	Yr 1	% OF TOTAL
1.0 Maintenance	\$145,300	32.0%
2.0 Security	\$77,200	17.0%
3.0 Business Dev.	\$136,200	30.0%
4.0 Beautification	\$43,100	9.5%
5.0 Management	\$52,295	11.5%
TOTAL	\$454,095	100.0%

The projected program special benefit cost allocation for the 5 year PBID term assuming a 5% maximum annual increase is as follows:

5 Year Projected District Special Benefit Costs (assumes 5% annual increase) (Assessment Revenue Only)

ACTIVITY	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	% OF TOTAL
1.0 Maintenance	\$145,300	\$152,565	\$160,193	\$168,203	\$176,613	32.0%
2.0 Security	\$77,200	\$81,060	\$85,113	\$89,369	\$93,837	17.0%
3.0 Business Dev.	\$136,200	\$143,010	\$150,161	\$157,669	\$165,552	30.0%
4.0 Beautification	\$43,100	\$45,255	\$47,518	\$49,894	\$52,388	9.5%
5.0 Management	\$52,295	\$54,910	\$57,655	\$60,538	\$63,565	11.5%
TOTAL	\$454,095	\$476,800	\$500,640	\$525,672	\$551,955	100.0%

As discussed earlier in this Report, the general benefits (i.e. benefits to the general public and surrounding parcels outside the District but not to the assessed parcels themselves) of the proposed improvements, activities and services represent 1% of the total benefits generated and, in turn, 1% of the costs of the PBID funded improvements, activities and services provided. Thus, 1% of the total District costs will need to be funded by non-assessment revenue sources such as grants, donations, program income, etc. A delineation of both special and general benefit costs for each program element is shown in the table below:

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Total Year 1 – 2015 - Special + General Benefit Costs

Service	YR 1 - 2015 Assessment Allocation	YR 1 - 2015 Non-Assessment Allocation	YR 1 - 2015 Total Allocation	% of Total
Maintenance	\$145,300	\$1,468	\$146,768	32.00%
Security	\$77,200	\$780	\$77,980	17.00%
Business Development	\$136,200	\$1,376	\$137,576	29.99%
Beautification	\$43,100	\$435	\$43,535	9.49%
Management/Administration	\$52,295	\$528	\$52,823	11.52%
Total	\$454,095	\$4,587	\$458,682	100%

WORK PLAN

Overview

The property uses within the boundaries of the PBID which will receive special benefits from PBID funded programs and services are currently a mix of general commercial, retail, office, commercial parking, government, residential condominiums, apartments and a few scattered residential units. Services, programs and improvements provided by the PBID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

For assessed general commercial, retail, office and commercial parking uses and parcels within the ODMD, each of these uses and assessed parcels specially benefit from PBID funded programs and services through increased commerce, commercial rental income and commercial occupancies. PBID funded clean and safe programs enhance each assessed parcel by improving the safety and aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors. For the business development and beautification funded elements of the ODMD work plan, each of these uses and assessed parcels specially benefit from these PBID funded programs and services through increased commerce, commercial rental income and commercial occupancies. PBID funded business development and beautification improvements enhance each assessed parcel by improving the business exposure to the consumer population and the aesthetic appearance of each assessed parcel for its business tenants, employees, customers, clients and visitors.

For assessed government and non-profit owned and occupied parcels and facilities, each of these parcels specially benefit from PBID funded programs and services from cleaner and safer facilities for their employees, visitors, vendors and other users of these public locations and facilities. These properties are not subject to building area assessments since it is the opinion of this Assessment Engineer’s that government and non-profit owned properties do not specially benefit from PBID funded business development and beautification type programs which are tied directly to the building area portion of the PBID assessment formula.

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For the assessed residential uses and parcels within the PBID (all located on non-residentially zoned parcels), these parcels specially benefit from the clean and safe programs by improving the security and livability of owners/tenants, increasing occupancies and increasing rental income. Due to the configurations of residential use properties, assessments are based on the number of residential units rather than a direct measurement of the land, building and street frontage. These properties are not subject to building area assessments since it is the opinion of this Assessment Engineer’s that residential use properties or portions of properties do not specially benefit from PBID funded business development and beautification type programs which are tied directly to the building area portion of the PBID assessment formula.

The Renewed ODMD PBID will provide the following services for each individual parcel assessed in the PBID:

Maintenance Services: Uniformed clean teams will provide enhanced maintenance services, including sidewalk sweeping and litter removal, bus stop cleaning, sidewalk washing, graffiti removal and “Rapid Response Team” for clean-up of unusual maintenance problems, such as illegal dumping.

The goal of the Maintenance Services component of the PBID program is managing the appearance of the PBID as an attractive and inviting place to work, transact business, shop, dine, obtain services, live and visit. The PBID will promote a uniform standard of cleanliness for each parcel that will be apparent for each assessed parcel within the PBID. The focus will be regular and continuous removal of paper and litter debris, disposal of leftover packing material and boxes, removal of graffiti, disposal of trash from trash receptacles, sidewalk sweeping, pressure washing, etc. A regular and systematic review of the entire PBID area will be conducted to identify any areas that regularly reflect unsanitary or litter conditions. These services are to be provided only within the district boundaries.

The Maintenance Services will assist in enhancing the image of each individual assessed parcel in the PBID area. This activity is designed to increase vehicular and pedestrian traffic within HMD that will increase commerce and customer activity, attract and retain new business and patrons for assessed parcels within the PBID boundaries, as well as increase commercial rents and commercial occupancies. In the case of assessed government and non-profit owned parcels, PBID funded maintenance services provide enhanced facilities for their employees, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, PBID funded programs and services improve the aesthetic appeal for tenants, visitors and owners, which, in turn, increase occupancies and rental income. Because these Maintenance Services will only be provided to each individual assessed parcel within the PBID boundaries, these improvements will constitute "special benefits".

Security: The Security patrols will assist in creating a safe and secure environment to each individual assessed parcel in the ODMD. This activity is designed to increase vehicular and pedestrian traffic, increase commerce and customer activity, attract and retain new business and patrons, as well as increase commercial rents and commercial occupancies for the assessed parcels within the PBID boundaries. In the case of assessed government and non-profit owned parcels, PBID funded security programs and services provide safer and enhanced facilities for their employees, visitors, vendors and users of these public facilities. Further, in the case of assessed residential uses, PBID funded security programs and

services improve the security for tenants, visitors and owners, which, in turn, increase occupancies and rental income.

Uniformed security patrols will provide a variety of security services by assisting visitors and employees, support police crime prevention efforts to reduce the incidence of crime and reduce nuisance activities, and productively address the challenges associated with street populations. Deployment of safety patrols may include bicycle, foot and vehicle patrols. The proposed service frequencies for security deployment will vary by the hours per day and days per week based on security related statistics, seasonal adjustments and ongoing needs. Patrols will be deployed throughout the district. Deployment will include regular patrols plus redeployment as needed to respond to calls for service and trouble spots.

Each assessed parcel will benefit because the Security services will only be provided to each individual assessed parcel within the PBID boundaries, therefore, these services constitute "special benefits".

Business Development: Business Development activities will aim to improve the overall business image of the district with the goal of attracting and retaining businesses, jobs and investment. Initiatives must be designed to provide collective benefits to businesses and property owners. While annual work programs and budgets will be developed in collaboration with targeted stakeholders and approved by the owner’s association, programs will be selected from a variety of options that may include the following:

- Promotional events and activities (Jazz Festival, Taste of Downtown etc)
- Certified Farmer’s Market
- Holiday events and decorations
- District advertising, newsletters and press releases
- Targeted business recruitment
- Oxnard Branding Project
- Downtown Strategic Plan development
- Website, blog, Twitter and Facebook
- Permit processing assistance
- Regional tourism promotion
- Establish cultural arts district
- Develop international marketplace theme

Assessed commercial parcels that receive these services attract more customers, employees, tenants and investors as a result of positive business development activities for the special benefit of assessed PBID parcels that will result in an enhanced marketing image of the District, thereby increasing business volume, sales transactions, occupancies, rental income, investment return. Government and non-profit owned parcels and residential uses will not be assessed for Business Development activities.

Because the Business Development activities will only be provided to each individual assessed commercial parcel within

the PBID boundaries, these improvements will constitute “special benefits”

Beautification: Beautification improvements will aim to improve the overall business image of the district with the goal of attracting and retaining businesses, jobs and investment. Improvements will be designed to provide collective benefits to businesses and property owners. While annual work programs and budgets will be developed in collaboration with targeted stakeholders and approved by the owner’s association, programs will be selected from a variety of options that may include the following:

- Street banner program
- Holiday streetlamp décor
- Sidewalk flower planters
- Expand streetscape beautification amenities
- Initiate full scale master planning and revitalization of Oxnard Boulevard

As a result of beautification improvements, assessed commercial parcels attract more customers, employees, tenants and investors as a result of positive business development activities for the special benefit of assessed PBID parcels that will result in an enhanced marketing image of the District, thereby increasing business volume, sales transactions, occupancies, rental income, investment return. Government and non-profit owned parcels and residential uses will not be assessed for Business Development activities.

Because the Beautification improvements will only be provided to each individual assessed commercial parcel within the PBID boundaries, these improvements will constitute “special benefits”

PBID Management & Administration: A non-profit corporation, with an elected Board of Directors shall be responsible for the District’s program oversight and authorization for disbursement of funds. Support staff such as a manager, bookkeeper and others will be employed and/or contracted with to provide necessary services in program implementation and oversight and regular contact with the Board of Directors. This program element also includes County collection fees, assessment delinquencies and other variable expenses related to each program element. Any PBID assessment funds remaining in the last two years of the proposed PBID renewal term may be used to develop the renewal Management District Plan and Engineer’s Report for the following renewal term.

This component is key to the proper expenditure of PBID assessment funds and the administration of PBID programs and activities that are intended to promote business within the PBID boundaries through increased commerce and the attraction and retention of new business. Because this PBID Management/Administration program exists only for the purposes of the PBID and will only be provided for matters occurring to each individual assessed parcel within the PBID boundaries, this program will constitute a "special benefit".

In summary, all of the above services, activities and improvements work together to provide a cleaner, safer and more

marketable place for each assessed parcel in the district. The property uses within the boundaries of the PBID which will receive special benefits from PBID funded programs and services are currently a mix of general commercial, retail, office, commercial parking, government, and residential units. Services, programs and improvements provided by the PBID are primarily designed to provide special benefits as described below to identified assessed parcels and the array of land uses within the boundaries of the District.

Finding 3. From Section 4(a): “(Determine) the proportionate special benefit derived by each parcel in relationship to the entirety of the.....cost of public improvement(s) or the maintenance and operation expenses.....or the cost of the property related service being provided.

Each identified parcel within the district will be assessed based on property characteristics unique only to that parcel. Based on the specific needs and corresponding nature of the program activities to be funded by the renewed ODMD (i.e. maintenance, security, business development; beautification; and, management) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of land area, building area and street frontage within one benefit zone. Government and non-profit owned and occupied parcels are not assessed for building area and residential uses are assessed on a per unit basis.

The calculated assessment rates are applied to the actual measured parameters of each parcel and thereby are proportional to each and every other identified parcel within the district as a whole. Larger parcels and ones with larger building areas and/or street frontages are expected to impact the demand for services and programs to a greater extent than smaller land and building areas and/or street frontages and thus, are assigned a higher proportionate degree of assessment program and service costs.

The proportionate special benefit cost for each parcel has been calculated based on proportionate formula components and is listed as an attachment to the Management District Plan and this Report. The individual percentages (i.e. proportionate relationship to the total special benefit related program and activity costs) is computed by dividing the individual parcel assessment by the total special benefit program costs.

Finding 4. From Section 4(a): “No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

Not only are the proposed program costs reasonable due to the benefit of group purchasing and contracting which would be possible through the renewed ODMD, they are also considerably less than other options considered by the renewed ODMD renewal proponent group. The actual assessment rate for each parcel within the PBID directly relate to the level of service and, in turn, special benefit to be provided based on the respective land area, building area and street frontage of each parcel.

Finding 5. From Section 4(a): “Parcels.....that are owned or used by any (public) agency shall not be exempt from assessment.....”

There are 153 publicly owned parcels within the ODMD of which 152 are identified as assessable and for which special benefit services will be provided. Of the 152 identified assessable parcels, 106 are owned by the City of Oxnard, 46 by the City of Oxnard Redevelopment Successor Agency and 1 by the US Federal Government. The US Attorney General has declared that US Federal government owned parcels are exempt from local property taxes and assessments pursuant to the Supremacy Clause of the US Constitution. Due to this assessment exemption, the ODMD will provide no PBID funded services and programs that would specially benefit this particular US Federal government owned parcel and the PBID assessment amount will be set at \$0.

PBID funded Maintenance and Security services will be provided directly to the 152 identified assessable publicly owned parcels to the same extent as privately owned parcels. In the opinion of the Engineer with nearly 40 years of professional assessment engineering experience and based on the nature of the services funded and provided by the ODMD (over 50% allocated to "clean and safe and related administration"), identified assessable publicly owned parcels and facilities that are located within the ODMD, will receive proportionate special benefits from direct and tangible PBID services similar to privately owned parcels and land uses and will be proportionately assessed. Each identified and assessable publicly owned parcel and facility within the ODMD will proportionately benefit from the PBID funded supplemental maintenance, security and related administration. For identified assessable publicly owned parcels and facilities, each of these parcels specially benefit from PBID funded programs and services from cleaner and safer facilities for their employees, visitors, vendors and other users of these public locations and facilities. Publicly owned parcels will not be assessed for their building areas which ties directly to the funding of business development activities and beautification improvements, for which, in the opinion of this Engineer, they will not specially benefit. There is no compelling evidence that these identified assessable publicly owned parcels and facilities would not benefit equally to privately owned parcels for the clean and safe services and, thus, will be assessed in the same manner as privately owned parcels in the PBID.

Finding 6. From Section 4(b): “All assessments must be supported by a detailed engineer’s report prepared by a registered professional engineer certified by the State of California”.

This report serves as the “detailed engineer’s report” to support the benefit property assessments proposed to be levied within the renewed ODMD.

Finding 7. From Section 4(c): “The amount of the proposed assessment for each parcel shall be calculated (along with) the total amount thereof chargeable to the entire district, the duration of such payments, the reason for such assessment and the basis upon which the amount of the proposed assessment was calculated.”

The individual and total parcel assessments attributable to special property benefits are shown on Appendix 1 to the Management District Plan and this Report. The renewed District and resultant assessment payments will continue for 10 more years and may be renewed again at that time. The reasons (purposes) for the proposed assessments are outlined in Finding 2 above as well as in the Management District Plan. The calculation basis of the proposed assessment is attributed to land area, building area and street frontage. Government and non-profit owned and occupied parcels are not assessed for building area and residential uses are assessed on a per unit basis. There is a single benefit zone.

Assessment Formula Methodology

Step 1. Select “Basic Benefit Unit(s)”

The method used to determine special benefits derived by each identified property within a PBID begins with the selection of a suitable and tangible basic benefit unit. For property related services, such as those proposed in the ODMD, the benefit unit may be measured in linear feet of primary and secondary street frontage or parcel size in square feet or building size in square feet or any combination of these factors. Factor quantities for each parcel are then measured or otherwise ascertained. From these figures, the amount of benefit units to be assigned to each property can be calculated. Special circumstances such as unique geography, land uses, development constraints etc. are carefully reviewed relative to specific programs and improvements to be funded by the PBID in order to determine any levels of different benefit which may apply on a parcel-by-parcel or categorical basis.

Based on the factors described above such as geography and nature of programs and activities proposed, an assessment formula is developed which is derived from a singular or composite basic benefit unit factor or factors. Within the assessment formula, different factors may be assigned different “weights” or percentage of values based on their relationship to programs/services to be funded.

Next, all program and activity costs, including incidental costs, District administration and ancillary program costs, are estimated. It is noted, as stipulated in Proposition 218, and now required of all property based assessment Districts, indirect or general benefits costs may not be incorporated into the assessment formula and levied on the District properties; only direct or “special” benefits and costs may be considered. Indirect or general benefit costs, if any, must be identified and, if quantifiable, calculated and factored out of the assessment cost basis to produce a “net” cost figure. In addition, Proposition 218 no longer automatically exempts government owned property from being assessed unless the respective public agency can provide clear and convincing evidence that their property does not specially benefit from the programs and services to be funded by the proposed special assessments. If special benefit is determined to be conferred upon such properties, they must be assessed in proportion to special benefits conferred in a manner similar to privately owned property assessments

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From the estimated net program costs, the value of a basic benefit unit or “basic net unit cost” can be computed by dividing the total amount of estimated net program costs by the total number of benefit units. The amount of assessment for each parcel can be computed at this time by multiplying the Net Unit Cost times the number of Basic Benefit Units per parcel. This is known as “spreading the assessment” or the “assessment spread” in that all costs are allocated proportionally or “spread” amongst all benefitting properties within the PBID.

The method and basis of spreading program costs varies from one PBID to another based on local geographic conditions, types of programs and activities proposed, and size and development complexity of the District. PBIDs may require secondary benefit zones to be identified to allow for a tiered assessment formula for variable or “stepped-down” benefits derived.

Based on the specific needs and corresponding nature of the program activities to be funded by the renewed ODMD (i.e. maintenance, security, business development, beautification; and, management) it is the opinion of this Assessment Engineer that the assessment factors on which to base assessment rates relate directly to the proportionate amount of land area, building area and street frontage within one benefit zone. Government and non-profit owned and occupied parcels are not assessed for building area and residential uses are assessed on a per unit basis.

The “Basic Benefit Units” will be expressed as a combined function of gross building square footage (Benefit Unit “A”), land square footage (Benefit Unit “B”), and street frontage (Benefit Unit “C”). Based on the shape of the renewed ODMD, as well as the nature of the District program elements, it is determined that all identified properties will gain a direct and proportionate degree of special benefit based on the respective amount of building area, land area and street frontage within one benefit zone. Government and non-profit owned and occupied parcels are not assessed for building area and residential uses are assessed on a per unit basis.

The interactive application of land areas, building areas and street frontage quantities are a proven method of fairly and equitably spreading special benefit costs to beneficiaries of PBID funded services, programs and improvements. Each of these factors directly relates to the degree of special benefit each assessed parcel will receive from PBID funded activities, except as noted herein for government and non-profit owned and occupied parcels and residential uses.

Land area is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities such as maintenance, security and related management. In the opinion of this Assessment Engineer, the targeted weight of this factor, land area, should generate approximately 45% of the total PBID revenue.

Building area is a direct measure of the static utilization of each parcel and its corresponding impact or draw on PBID funded activities such as business development, beautification and related management. In the opinion of this Assessment

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Engineer, the targeted weight of this factor, building area, should generate approximately 25% of the total PBID revenue.

Street Frontage is a direct measure of the current and future development capacity of each parcel and its corresponding impact or draw on PBID funded activities such as maintenance, security and related management. In the opinion of this Assessment Engineer, the targeted weight of this factor, street frontage, should generate approximately 30% of the total PBID revenue.

Special Assessment Circumstances

Government and Non-Profit Owned and Occupied Parcels and Facilities

Government and non-profit owned and occupied parcels shall not be assessed for building areas which in the opinion of this Engineer, directly relate to business development activities and beautification improvements for which these parcels do not specially benefit. Such parcels do specially benefit from PBID funded clean and safe services and are assessed in a similar manner and at the same rates as other commercial parcels.

Residential Uses

There are 211 residential units within the PBID ranging in size from 1 to 105 units per assessable parcel. These residential uses include residential condominiums as well as multi-unit apartment complexes. Each of these units is located on commercial zoned parcels and surrounded by commercial land uses. These uses specially benefit from the clean and safe programs by improving the security and livability of owners/tenants, increasing occupancies and increasing rental income. In the opinion of this Engineer, since most of these units are relatively the same size in building pad area, the most equitable method to assess these residential uses is on a per unit basis.

Mixed-Use Developments (Rental)

All commercial components of mixed-use developments on commercial zoned parcels shall be assessed on a pro-rated basis at the full assessment rates for land area, building area and street frontage. Residential components shall be assessed on a per unit basis.

Commercial and Mixed-Use Condominiums

These units shall be assessed based on actual land area covered, condo building pad area and direct street frontage for each unit. Because such uses may be developed as part of a multi-floor mixed-use complex, special methodologies are needed to address the levy of assessments on such land uses as follows:

Multi-Floor Commercial Only Condominiums

- Building pad area assessed at respective building area rate
- Land assessed at land area rate but pro-rated for each unit relative to total building area
- Frontage assessed at frontage rate but pro-rated relative to total building area

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Multi-Floor Mixed-Use Condominiums

- Commercial condo building pad area assessed at respective commercial building area rate
- Residential condo units shall be assessed at the rate of 10 cents per square foot of building pad area
- Land assessed at land area rate (assessed on 1st floor comm. condos for land area covered)
- Frontage assessed at frontage rate (assessed on 1st floor comm. condos for actual street frontage)

Future Development

Other than future maximum rates and the assessment methodology delineated in this Report, per State Law (Government Code Section 53750), future assessments may change for any given parcel if such a change is attributable to events other than an increased rate or revised methodology, such as a change in the density, intensity, or nature of the use of land. Any change in assessment formula methodology or rates other than as stipulated in this Report would require a new Proposition 218 ballot procedure in order to approve any such changes.

Step 2. Quantify Total Basic Benefit Units

Taking into account all identified benefiting properties and their respective assessable benefit units, there are 400 identified assessable parcels, 2,751,617 assessable Benefit Units A (land area), 982,528 assessable Benefit Units B (building area), 30,708 assessable Benefit Units C (street frontage) and, 211 assessable Benefit Units D (residential units). The assessable benefit unit quantities for the renewed ODMD are shown in the table below:

Benefit Unit Quantities for YR 1 - 2015

FORMULA FACTOR	ASSESSABLE QUANTITIES
Land Area Sq Ft (Unit A)	2,751,617 units
Total Building Area Sq Ft (Unit B)	982,528 units
Street Frontage (Unit C)	30,708 units
Residential Unit (Unit D)	211 units

Step 3. Calculate Benefit Units for Each Property.

The number of Benefit Units for each identified benefiting parcel within the renewed ODMD was computed from data extracted from County Assessor records and maps. These data sources delineate current land uses, building areas, property areas and dimensions of record for each tax parcel. While it is understood that this data does not represent legal field survey measurements or detailed title search of recorded land subdivision maps or building records, it does provide an acceptable basis for the purpose of calculating property based assessments. All respective property data being used for assessment computations has been provided to each property owner in the PBID for their review. All known or reported

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discrepancies, errors or misinformation will be corrected.

Step 4. Determine Assessment Formula

In the opinion of this Engineer, the assessment formula for the renewed ODMD is as follows:

Commercial Parcels

Assessment = Land Area (Unit A) Sq Ft x Unit A Rate, plus
Building Area (Unit B) Sq Ft x Unit B Rate, plus
Street Frontage (Unit C) Lin Ft x Unit C Rate

Government and Non-Profit Owned and Occupied Parcels

Assessment = Land Area (Unit A) Sq Ft x Unit A Rate, plus
Street Frontage (Unit C-1) Lin Ft x Unit C Rate

Residential Uses

Assessment = Number of Units (Unit D) x Unit D Rate

The assessment revenue is targeted for each Unit factor (i.e. land, building and street frontage) to generate approximately 45% for land area (43.694601% when adjusted), 25% for building area (26.263007% when adjusted) and 30% for street frontage (27.479176% when adjusted). The residential revenue equates to about 2.5% or 2.56307% when adjusted.

Computing Assessment Formula Unit Rates

Land Area Rate (Unit A)

$(\$454,095 \times 46.12942\%) / 2,751,617$ assessable land area units = \$350.80 + \$0.027615/sq ft

Building Area Rate (Unit B)

$(\$454,095 \times 26.263007\%) / 982,528$ assessable building area units = \$0.12138/sq ft

Street Frontage Rate (Unit C)

$(\$1,056,236 \times 27.479176\%) / 30,708$ assessable street frontage units = \$4.0635/linear ft

Residential Rate (Unit D)

$(\$454,095 \times 2.56307\%) / 211$ assessable residential units = \$55.16/residential unit

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YEAR 1 –2015 ASSESSMENT RATE CHART

<u>LAND AREA RATE</u>	<u>BLDG AREA RATE</u>	<u>STREET FRONTAGE RATE</u>
\$350.80 +2.7615¢/Sq Ft	12.138¢/Sq Ft	\$4.0635 Per Linear Foot

Notes and Adjustments:

- 1. Building area fees are based on gross exterior building area*
- 2. Assessments for institutional, non-profit and government owned and occupied parcels are not assessed for building areas*
- 3. Assessments for residential uses, including condominiums, are set at \$55.16 per unit*
- 4. Parcels owned by 501(c)(3) religious non-profit entities and fully occupied as places of worship shall be exempt from PBID assessments. No PBID funded services nor improvements shall be provided adjacent to nor provide any special benefit to such exempt parcels.*
- 5. Parcels owned by US Federal government shall be exempt from PBID assessments based on ruling by US Attorney General. No PBID funded services nor improvements shall be provided adjacent to nor provide any special benefit to such exempt parcels.*
- 6. Mixed use developments are assessed based on pro-rated ratios of land uses*

SAMPLE CALCULATION:

A. 8,625 sq ft building on 9,000 sq ft lot with 75 LF of street frontage

Land	= \$350.80 + 9,000 x 2.7615¢/Sq Ft	= \$ 599.20
Bldg	= 8,625 x 12.138¢/Sq Ft	= \$1,046.90
Frontage	= 75 LF x \$4.0635/Lin Ft	= <u>\$ 304.76</u>
TOTAL YEAR 1 ASSESSMENT		= <u>\$1,951/yr</u>
 PER MONTH		= \$ 163/mo
PER DAY		= \$ 5.42/day
PER SQ FT OF BLDG PER MO		= 1.9¢/sq ft bldg/mo

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Step 5. Estimate Total District Costs

The total projected 5 year District costs for 2015 – 2019 of the PBID are shown below in the table below assuming a maximum 5% increase per year.

5 Year Projected District Special Benefit Costs (assumes 5% max annual increase)

ACTIVITY	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	% OF TOTAL
1.0 Maintenance	\$145,300	\$152,565	\$160,193	\$168,203	\$176,613	32.0%
2.0 Security	\$77,200	\$81,060	\$85,113	\$89,369	\$93,837	17.0%
3.0 Business Dev.	\$136,200	\$143,010	\$150,161	\$157,669	\$165,552	30.0%
4.0 Beautification	\$43,100	\$45,255	\$47,518	\$49,894	\$52,388	9.5%
5.0 Management	\$52,295	\$54,910	\$57,655	\$60,538	\$63,565	11.5%
TOTAL	\$454,095	\$476,800	\$500,640	\$525,672	\$551,955	100.0%

Step 6. Separate General Benefits from Special Benefits and Related Costs (Prop 218)

Total costs are estimated at \$458,682 (see Table 3 below). General benefits are factored at 1% of total (see Finding 2 on page 6 of this report) with special benefits set at 99%. Prop 218 limits the levy of property assessments to costs attributed to special benefits only. The 1% general benefit cost is computed to be \$4,587 with a resultant 99% special benefit limit computed at \$454,095. *This is the maximum amount of revenue that can be derived from property assessments from the subject PBID.*

Total Year 1 – 2015 - Special + General Benefit Revenue

Service	YR 1 - 2015 Assessment Allocation	YR 1 - 2015 Non-Assessment Allocation	YR 1 - 2015 Total Allocation	% of Total
Maintenance	\$145,300	\$1,468	\$146,768	32.00%
Security	\$77,200	\$780	\$77,980	17.00%
Business Development	\$136,200	\$1,376	\$137,576	29.99%
Beautification	\$43,100	\$435	\$43,535	9.49%
Management/Administration	\$52,295	\$528	\$52,823	11.52%
Total	\$454,095	\$4,587	\$458,682	100%

All program costs associated with general benefits will be derived from sources other than PBID assessments. Sample “other” revenue sources are shown in the table below.

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Special and General Benefit Revenue Sources

Revenue Source	Revenue
PBID Assessments	\$454,095
Other estimated grants, sponsors, program income, etc	\$4,587

Step 7. Calculate “Basic Unit Cost”

With a YR 1 - 2015 assessment revenue portion of the budget set at \$454,095 (special benefit only), the Basic Unit Costs are shown above in Step 4. Since the PBID is being renewed for a 5 year term, maximum assessments for future years (2016-2019) must be set at the inception of the renewed PBID. An annual inflationary assessment rate increase of up to 5% may be imposed for future year assessments, on approval by the PBID Property Owner’s Association Board. The maximum assessment rates for the 5 year renewed PBID term of 2016-2019 are shown in the table below. The assessment rates listed constitute the maximum assessment rates that may be imposed for future years of the renewed PBID (2016-2019).

YR 1-5 (2015-19) Maximum Assessment Rates (assumes 5% annual increase from Yr 1 Base Rates)

Assessment Rates	Yr 1 Rate	Yr 2 Rate	Yr 3 Rate	Yr 4 Rate	Yr 5 Rate
Land Area Rate Part 1 +	\$350.80	\$368.34	\$386.76	\$406.09	\$426.40
Land Area Rate Part 2 (\$/SF)	\$0.027615	\$0.028996	\$0.030446	\$0.031968	\$0.033566
Building Area Rate (\$/SF)	\$0.121380	\$0.127449	\$0.133821	\$0.140513	\$0.147538
Street Frontage Rate (\$/LF)	\$4.063500	\$4.266675	\$4.480009	\$4.704009	\$4.939210
Residential Rate (\$/Unit)	\$55.16	\$57.92	\$60.81	\$63.85	\$67.05

Step 8. Spread the Assessments

The resultant assessment spread calculation results for each parcel within the PBID are shown in the Management District Plan and were determined by applying the District assessment formula to each identified benefiting property.

APPENDIX 1

YR 1 - 2015

ASSESSMENT ROLL

OXNARD DOWNTOWN MANAGEMENT DISTRICT –ENGINEER’S REPORT

APN	2014-15 PBID ASSMT
2010113110	\$3,524.03
2010160010	\$626.95
2010160020	\$593.34
2010160030	\$1,667.87
2010160040	\$443.67
2010160050	\$820.66
2010160060	\$413.13
2010160070	\$697.97
2010160080	\$646.88
2010160090	\$624.69
2010160100	\$705.86
2010160110	\$873.17
2010160120	\$733.47
2010160130	\$1,205.31
2010160170	\$1,419.27
2010160180	\$1,613.20
2010160190	\$924.75
2010160200	\$1,791.53
2010160220	\$1,039.87
2010160250	\$1,041.65
2010160260	\$2,009.43
2010211010	\$1,804.88
2010211040	\$441.02
2010211110	\$806.17
2010211120	\$684.59
2010211130	\$517.70
2010211140	\$517.70
2010211155	\$517.70
2010211170	\$1,716.43
2010211180	\$1,255.08
2010211190	\$1,458.63
2010211200	\$1,492.10
2010211210	\$1,496.39
2010211225	\$414.15
2010211230	\$617.32
2010211300	\$531.26
2010211360	\$1,062.24
2010211380	\$1,254.22
2010212010	\$1,427.87
2010212020	\$1,232.54
2010212030	\$1,226.47
2010212060	\$1,165.78
2010212070	\$1,310.52
2010212140	\$1,214.33
2010212150	\$2,770.66

2010212165	\$1,502.87
2010212170	\$1,542.32
2010212180	\$913.18
2010212190	\$945.52
2010212200	\$692.94
2010212230	\$1,105.09
2010212260	\$1,678.34
2010212270	\$1,323.84
2010213010	\$1,099.62
2010213020	\$667.24
2010213030	\$826.25
2010213075	\$515.52
2010213080	\$1,119.99
2010213090	\$1,176.75
2010213100	\$607.20
2010213110	\$220.64
2010213120	\$55.16
2010213130	\$1,022.18
2010213140	\$533.35
2010213150	\$500.54
2010213160	\$2,329.43
2010214010	\$750.04
2010214020	\$2,923.70
2010214030	\$2,043.08
2010214040	\$2,568.54
2010271030	\$607.20
2010271040	\$573.20
2010271060	\$623.01
2010271070	\$803.88
2010271080	\$1,131.02
2010271090	\$555.94
2010271100	\$761.09
2010271110	\$761.09
2010271160	\$220.64
2010271170	\$1,304.78
2010271180	\$2,632.17
2010272010	\$1,047.36
2010272020	\$569.75
2010272030	\$569.75
2010272040	\$55.16
2010272050	\$788.70
2010272060	\$1,592.11
2010272070	\$747.28
2010272080	\$747.28
2010272090	\$945.52
2010272100	\$1,536.25
2010272110	\$877.62

2010272120	\$1,205.25
2010272140	\$555.94
2010272150	\$1,597.41
2010272160	\$747.12
2010272170	\$761.09
2010272180	\$1,317.19
2010272190	\$55.16
2010272200	\$521.43
2010272210	\$419.84
2010272220	\$1,121.44
2010272230	\$1,625.71
2010360110	\$1,563.09
2020081010	\$1,316.17
2020081020	\$747.28
2020081100	\$1,114.73
2020081160	\$747.28
2020081170	\$1,316.17
2020081180	\$761.09
2020081190	\$761.09
2020081200	\$761.09
2020081210	\$761.09
2020081220	\$761.09
2020081230	\$1,329.98
2020081240	\$566.04
2020081250	\$761.09
2020081260	\$761.09
2020081270	\$761.09
2020081280	\$761.09
2020081290	\$761.09
2020083030	\$1,223.09
2020083040	\$55.16
2020083050	\$1,479.23
2020083060	\$1,067.87
2020083070	\$1,269.99
2020083210	\$2,111.00
2020083220	\$811.33
2020085030	\$746.28
2020085040	\$802.99
2020085050	\$3,263.94
2020085190	\$751.13
2020085200	\$1,815.22
2020091100	\$747.28
2020091370	\$1,712.65
2020091380	\$940.95
2020091390	\$11,160.58
2020091400	\$3,487.31
2020092030	\$428.12

OXNARD DOWNTOWN MANAGEMENT DISTRICT –ENGINEER’S REPORT

2020092040	\$669.96
2020092050	\$1,148.44
2020092060	\$1,171.38
2020092070	\$2,165.83
2020092120	\$747.28
2020092130	\$1,209.25
2020092140	\$2,044.45
2020092170	\$5,629.69
2020092180	\$1,932.73
2020092190	\$2,688.23
2020094010	\$1,851.06
2020094020	\$1,085.53
2020094035	\$2,344.62
2020094040	\$1,859.10
2020094050	\$1,129.23
2020094060	\$1,347.71
2020094080	\$1,834.31
2020094140	\$1,216.23
2020094155	\$367.37
2020094160	\$367.37
2020094170	\$730.71
2020094185	\$704.27
2020094195	\$1,359.18
2020094205	\$383.94
2020094215	\$1,679.51
2020094225	\$383.94
2020094235	\$1,110.62
2020094240	\$1,504.98
2020095075	\$747.28
2020095085	\$747.28
2020095090	\$1,305.63
2020095100	\$1,202.46
2020095110	\$747.28
2020095120	\$3,917.59
2020095140	\$2,466.89
2020095150	\$1,492.10
2020095160	\$1,492.10
2020096035	\$1,391.72
2020096040	\$0.00
2020096050	\$1,551.95
2020096060	\$1,240.90
2020096070	\$1,354.18
2020096080	\$2,892.22
2020096095	\$940.98
2020096105	\$2,373.69
2020096110	\$1,208.99
2020096125	\$697.53
2020101130	\$1,507.90

2020101190	\$629.17
2020101205	\$490.30
2020101215	\$1,723.46
2020101225	\$362.54
2020101235	\$516.59
2020101255	\$441.12
2020101270	\$363.92
2020101290	\$399.13
2020101310	\$363.92
2020101330	\$363.92
2020101355	\$363.92
2020101360	\$359.42
2020101370	\$372.20
2020101405	\$404.31
2020101415	\$3,548.56
2020101420	\$1,208.20
2020101435	\$374.27
2020101445	\$2,047.00
2020102010	\$4,654.72
2020103025	\$705.86
2020103090	\$705.86
2020103100	\$2,008.89
2020103115	\$442.82
2020103120	\$1,808.70
2020103130	\$771.09
2020103145	\$692.05
2020103175	\$357.98
2020103185	\$522.28
2020103195	\$2,032.61
2020103205	\$592.24
2020103210	\$1,066.32
2020103225	\$374.27
2020103235	\$458.70
2020103245	\$2,243.59
2020104015	\$3,434.65
2020104165	\$2,506.63
2020104395	\$7,987.85
2020104405	\$1,066.95
2020104415	\$2,185.20
2020104425	\$1,875.63
2020104435	\$3,119.47
2020105100	\$6,478.81
2020105120	\$549.04
2020105170	\$449.27
2020105180	\$2,010.88
2020105195	\$359.08
2020105205	\$540.76
2020105210	\$359.08

2020105220	\$540.76
2020105235	\$375.65
2020105245	\$920.67
2020105260	\$432.70
2020105275	\$0.00
2020105295	\$2,523.08
2020105305	\$587.70
2020105325	\$2,394.79
2020105335	\$2,103.73
2020106015	\$1,162.19
2020106035	\$535.23
2020106065	\$740.38
2020106120	\$940.49
2020106130	\$1,555.67
2020106140	\$3,404.93
2020106245	\$588.53
2020106250	\$797.74
2020106265	\$426.90
2020106275	\$635.20
2020106285	\$383.94
2020106295	\$615.90
2020106310	\$401.47
2020106320	\$504.52
2020106355	\$1,843.77
2020106370	\$943.53
2020106380	\$943.64
2020106390	\$928.49
2020106400	\$1,956.93
2020106410	\$2,319.80
2020107050	\$532.37
2020107060	\$545.59
2020107070	\$545.59
2020107080	\$2,132.05
2020107100	\$906.13
2020107110	\$1,951.00
2020107120	\$535.23
2020107135	\$1,207.29
2020107160	\$1,153.50
2020107170	\$1,367.53
2020107195	\$506.63
2020107205	\$389.03
2020107215	\$387.69
2020107225	\$494.66
2020107235	\$2,788.84
2020107240	\$2,853.62
2020107250	\$1,452.90
2020131030	\$791.80
2020131040	\$1,545.96

OXNARD DOWNTOWN MANAGEMENT DISTRICT –ENGINEER’S REPORT

2020131050	\$1,643.46
2020131060	\$1,510.42
2020131070	\$1,811.43
2020131170	\$1,092.30
2020131190	\$357.45
2020131220	\$568.57
2020131230	\$1,227.44
2020133010	\$1,316.17
2020133020	\$899.01
2020133030	\$747.28
2020133040	\$747.28
2020133050	\$55.16
2020133060	\$747.28
2020133210	\$3,116.05
2020135025	\$1,213.52
2020135035	\$5,672.73
2020141050	\$0.00
2020141060	\$913.18
2020141070	\$549.04
2020141080	\$1,062.87
2020141090	\$1,062.87
2020141100	\$55.16
2020141110	\$1,712.65
2020141155	\$55.16
2020141165	\$55.16
2020141175	\$55.16
2020141185	\$55.16
2020141195	\$55.16
2020141205	\$55.16
2020141215	\$55.16
2020141225	\$55.16
2020141235	\$55.16
2020141245	\$55.16
2020141255	\$55.16
2020141265	\$55.16
2020141275	\$55.16
2020141285	\$55.16
2020141295	\$55.16
2020141305	\$55.16
2020141315	\$55.16
2020141325	\$55.16
2020141335	\$55.16

2020141345	\$55.16
2020141355	\$55.16
2020141365	\$55.16
2020141375	\$55.16
2020141385	\$55.16
2020141395	\$55.16
2020141405	\$55.16
2020141415	\$55.16
2020141425	\$55.16
2020142160	\$5,791.80
2020143015	\$2,989.57
2020143025	\$1,348.96
2020143030	\$900.22
2020143040	\$776.63
2020143050	\$549.04
2020143140	\$3,496.07
2020143230	\$1,689.97
2020143240	\$1,496.60
2020143250	\$1,116.73
2020144170	\$840.79
2020144180	\$982.45
2020144190	\$1,034.67
2020144200	\$904.56
2020144210	\$954.57
2020144220	\$494.90
2020144230	\$1,574.59
2020144240	\$494.60
2020144250	\$1,144.88
2020144260	\$837.78
2020144270	\$928.01
2020144280	\$842.53
2020144290	\$753.85
2020144300	\$867.24
2020145010	\$3,071.49
2020145030	\$1,080.22
2020145050	\$1,588.46
2020145060	\$1,043.02
2020145100	\$0.00
2020145110	\$1,475.56
2020145120	\$747.28
2020145130	\$1,378.46
2020145140	\$1,316.17

2020145190	\$747.28
2020145200	\$719.67
2020145210	\$628.28
2020145220	\$4,218.05
2020145230	\$1,059.80
2020145240	\$1,173.66
2020146010	\$1,711.02
2020146020	\$990.41
2020146030	\$929.72
2020146040	\$656.61
2020146050	\$838.68
2020146070	\$1,182.49
2020146080	\$686.96
2020146090	\$535.23
2020146100	\$899.37
2020146110	\$535.23
2020146120	\$535.23
2020146130	\$777.99
2020146140	\$2,434.98
2020146150	\$1,265.13
2020146180	\$2,017.99
2020146190	\$535.23
2020146200	\$535.23
2020146210	\$535.23
2020146220	\$4,331.30
2020380015	\$55.16
2020380025	\$55.16
2020380035	\$55.16
2020380045	\$55.16
2020380055	\$55.16
2020380065	\$55.16
2020380075	\$55.16
2020380085	\$55.16
2020380095	\$55.16
2020380105	\$55.16
2020380115	\$55.16
2020380125	\$55.16
	\$454,094.55



Meeting Date: 7 / 29 / 2014

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

Prepared By: Christopher Williamson, AICP

Agenda Item No. F-2Reviewed By: City Manager SM City Attorney SMT Finance JC Other (Specify) _____**DATE:** July 16, 2014**TO:** City Council**FROM:** Stephen M. Fischer, Interim City Attorney
City Attorney**SUBJECT:** Extension of Interim Urgency Ordinance No. 2882 Prohibiting the Expansion of Existing, or Development of New, Electrical Generating Facilities Within the Coastal Zone Pursuant to the Southern California Edison (SCE) Request For Offer (RFO) Process Pending Studies and Changes in the Local Coastal Program (LCP), Zoning Ordinances and Other Land Use Regulations.

RECOMMENDATION

That City Council:

1. Conduct a public hearing to consider extending Ordinance No. 2882.
2. Issue a written report describing the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 2882.
3. Adopt an ordinance to extend the moratorium prohibiting the expansion of existing, or development of new, electrical generating facilities within the Oxnard Coastal Zone pursuant to the SCE RFO process pending studies and changes in the LCP, zoning ordinances, and other land use regulations for a period of 10 months and 15 days from the date Ordinance No. 2882 would otherwise expire.

DISCUSSION

Development Moratorium Extension Process – On July 1, 2014, the City Council unanimously adopted Ordinance No. 2882, an interim urgency measure imposing a moratorium on the approval of any special use permit, coastal development permit or any other discretionary City permit or approval for the construction, expansion, replacement, modification or alteration of any facilities for the on-site generation of electricity on any property located within the Oxnard Coastal Zone. (See Attachment 1) During the period of the moratorium, the City will study, draft and adopt changes to the LCP, zoning ordinances, and other land use regulations regarding electrical generating facilities within the Coastal Zone. Pursuant to Government Code Section 65858, the moratorium will expire after 45 days of adoption unless it is extended by the City Council. Extension must be considered after a noticed public hearing and requires a four-fifths vote of the City Council for adoption. Section 65858 allows for only

two extensions: the first for 10 months and fifteen days, and the second for one additional year. Notices of the public hearing to extend the moratorium were published in accordance with Government Code Section 65090. (Attachment 2) The attached ordinance to extend the moratorium (Attachment 3) restates the findings of Ordinance No. 2882 regarding the current and immediate threat to public health, safety and welfare as required by State law; and clarifies that the moratorium excludes ministerial permits or approvals, and certain improvements to the SCE peaker plant specified in the 2011 Settlement Agreement regarding that facility.

LCP Update Report – Government Code Section 65858 requires the City Council to issue a written report describing the measures taken to alleviate the conditions which led to the adoption of an interim urgency ordinance at least ten days prior to its expiration. Staff has prepared the attached report (Attachment 4), which describes staff's actions following the adoption of Ordinance No. 2882. As stated in the report, staff is preparing a funding plan, sea-level rise (SLR) study schedule, preliminary LCP Update review and task outline, and public outreach plan for presentation to the City Council on September 23, 2014. On July 7, 2014, staff submitted a joint grant application to the Ocean Protection Council and Coastal Commission for a total of \$150,000 to supplement the City's \$133,000 set aside to complete a SLR analysis and adaptation study that is the basis for the subsequent LCP Update. A total of 18 grants were submitted for the available \$2.2 million and grant award decisions are expected in November and December. A portion of a \$500,000 SCE peaker plant mitigation escrow fund, which becomes available to the City in early 2015, will be requested from the Coastal Commission. City GIS staff has obtained the SLR analysis data and maps: an SLR study consultant search will start in August. Staff has converted the 1982 LCP document to Word and GIS format and initiated a basic-level LCP review. The public participation program will include the Ormond Beach Task Force and the Channel Island, Hollywood Beach, Mandalay, and Seabridge communities.

CEQA Applicability – Adoption of the proposed extension of the urgency ordinance would not be considered a project within the meaning of Public Resources Code Section 21065 and Section 15378 of the State CEQA Guidelines because it does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment. Rather the extension of the urgency ordinance would only temporarily prevent certain physical changes in the environment pending completion of the City's review and possible amendment of the regulations applicable to applications for development of electrical generating facilities in the Coastal Zone in response to SCE's RFO.

FINANCIAL IMPACT

There is no financial impact from adopting the extension of the urgency ordinance.

CW/SMF

- Attachment #1 - July 1, 2014 Agenda Report re Interim Urgency Ordinance
- Attachment #2 - Public Hearing Notices
- Attachment #3 - Ordinance Extending Interim Urgency Ordinance
- Attachment #4 - Report on Status of Actions Related to Moratorium

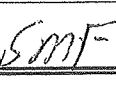


Meeting Date: 7 / 1 / 2014

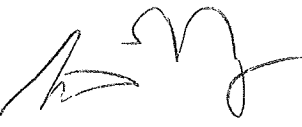
ACTION	TYPE OF ITEM
☐ Approved Recommendation	☐ Info/Consent
☐ Ord. No(s). _____	☒ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Christopher Williamson, AICP

Agenda Item No. K-1

Reviewed By: City Manager City Attorney Finance 

Other (Specify) _____

DATE: June 25, 2014**TO:** City Council**FROM:** Stephen M. Fischer, Interim City Attorney
City Attorney **SUBJECT:** Interim Urgency Ordinance Prohibiting the Expansion of Existing, or Development of New, Electrical Generating Facilities Integrated with the Independent System Operator Grid and with Generating Capacity above 25 MW within the Coastal Zone Until the Oxnard Local Coastal Program Update is Completed

RECOMMENDATION

That City Council adopt an interim urgency ordinance prohibiting the expansion of existing, or development of new, electrical generating facilities integrated with the Independent System Operator grid and with generating capacity above 25 MW within the Oxnard Coastal Zone pending studies and changes in the Local Coastal Program (LCP), land use plan and implementing zoning ordinance, and other applicable regulations.

DISCUSSION

Development Moratorium Process -- Government Code Section 65858 authorizes the City Council to "adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time." The primary purpose of such a development moratorium is to defer decisions on certain pending or future project applications while the City studies related issues and/or complies with Federal or State mandates, evaluates possible regulatory options, and considers the adoption of new permanent regulations. The Government Code provides that a development moratorium shall not be adopted unless the ordinance contains legislative findings that there is a current and immediate threat to the public health, safety or welfare, and that the approval of additional subdivisions, use permits, variances, building permits, or any other applicable entitlement for use that is required in order to comply with a zoning ordinance would result in that threat to public health, safety, or welfare.

An urgency ordinance is initially effective for 45 days from its adoption and requires a four-fifths vote of the City Council. Upon subsequent notice and public hearing, the urgency ordinance may be extended for up to 10 1/2 additional months, and may thereafter be extended for another subsequent year, for a total period of two years. An urgency ordinance cannot be extended beyond this two-year

period. While a moratorium operates to preclude approval of a development application, a moratorium does not allow the City to refuse to accept or to process applications where the Legislature has established a comprehensive procedure for processing development applications. If the City Council determines that there is an immediate threat to the public health, safety or welfare and that modification of the City's Coastal Zone regulations are necessary, staff believes that, based on the time devoted to previous LCP updates and amendments, the scale and complexity of this issue, the prescriptive State mandate to update LCP's, the likely need for several steps necessary to complete the LCP amendment process (including public outreach, workshops, CEQA compliance, Planning Commission review, City Council review and adoption, and Coastal Commission review and approval), the LCP Update could take up to two years to complete.

Electrical Generating Facilities in the Coastal Zone -- NRG California South LP (NRG), a Fortune 500 and S&P 500 publically held company and the largest energy company in the United States, owns and operates the Mandalay Beach Generating Station (373 N. Harbor Boulevard) and Ormond Beach Generating Station (6635 Edison Drive). Both NRG facilities are natural-gas fuel plants that supply peak-period electrical power to the Southern California Edison (SCE) Big Creek/Moorpark Sub-Area grid that extends from Simi Valley to Goleta. The Mandalay station has a peaking capacity of 510 MW. The Ormond Beach Generating Station is a two-unit plant with a combined capacity of 1,500 MW. Both facilities are Once-Through Cooling (OTC) facilities that use ocean water for cooling, were originally built by SCE, and pre-exist the California Coastal Act and the Oxnard LCP. Each facility is an allowed use within the Oxnard LCP Energy Coastal (EC) subzone as a "coastal dependent energy facility." On May 4, 2010, the State Water Resources Control Board established standards to implement the Clean Water Act and reduce OTC ocean water intake by 93 percent, or cease operations. The compliance date for both plants is December 31, 2020. Both plants operate under expired NPDS discharge permits that are being considered for renewal by the Region IV office of the State Water Resources Control Board (Los Angeles). Additionally, SCE constructed a 45MW peaker plant at 251 N. Harbor Blvd. and owns additional vacant land that could be used to expand that facility. SCE's peaker plant is not an OTC facility.

With the expected decommissioning of the NRG's two OTC power plants, the California Public Utilities Commission (CPUC) completed a local capacity review in 2013 and determined that 215 to 290 MW of new power generation is needed in the Big Creek/Moorpark Sub-Area. SCE issued a Request for Offer (RFO) in late 2013 that led to several energy companies preparing proposals for development of new power generation facilities, generally in the West Ventura County area. SCE anticipates selecting a proposal at the end of July, 2014. Power plants over 50 MW are directly permitted by the California Energy Commission (CEC) and do not first need permits from a local jurisdiction, including proposed sites within a coastal zone. The CEC will consult with a local jurisdiction during the CEC's siting process "Discovery Phase" and the local jurisdiction would be an "intervenor" (http://www.energy.ca.gov/public_adviser/six_phases.html).

NRG notified the City that NRG submitted a proposal to SCE to construct a new (third) power generation plant immediately adjacent to and north of the Mandalay Beach facility. If NRG is selected, NRG may submit an application to the CEC for a new power plant as early as August, 2014. It is possible that NRG will propose improvements, subject to the City's permitting process, to the Ormond and/or Mandalay facilities at any time to one or both plants that would allow one or both to

continue to operate past December 31, 2020. The possibility exists, then, that the SCE peaker plant and up to three NRG power plants (Ormond, Mandalay, and a new facility) could be operating indefinitely in the Oxnard Coastal Zone. Each of these energy facilities is, by definition a peaker plant dispatched by the Independent System Operator (ISO) that provides electrical power generation during periods of peak demand to prevent grid failures, a critical infrastructure that, should it fail due to storm surge, wave run-up, erosion, or Tsunami inundation, could result in an immediate threat to the public health, safety or welfare.

State-Mandated Update of Local Coastal Program and Implementing Regulations -- The State of California is directing local governments to take more proactive steps to address sea-level rise (SLR) due to the significant impacts SLR may have on the economy, natural systems, the built environment, and human health. In October, 2013, the California Coastal Commission issued a SLR Policy Guidance (Guidance) document that provides a step-by-step guidance on how to address SLR rise in new and updated LCPs and Coastal Development Permits. The City has committed \$133,000, and is applying for a \$150,000 grant, to update the Oxnard LCP. The update will start with SLR mapping (Guidance, Step 1) followed by assessing potential risks to critical infrastructure "...such as electricity and other energy transmission infrastructure" (Guidance, pg. 43). Step 4.9 (Guidance, pg. 62) directs the City to "... Update land uses as needed based on sea-level rise impacts and compatible uses" and "Include policies to require industrial and energy facility expansion plans and proposals to include sea-level rise." The outcome of the LCP Update process would be a list of adaptation measures, new or revised policies, and/or ordinances that protect energy infrastructure from expected impacts of SLR or prohibit critical energy infrastructure in areas or situations where SLR adaptation measures are not available. Until the SLR analysis and LCP Update are completed, the City cannot adequately review an application for new or upgraded coastal energy facilities with best-available SLR science and feasible adaptation measures per the State's Guidance directions.

2030 General Plan Goals and Policies – When adopted in 2011, the Oxnard 2030 General Plan established the City's commitment to updating the Oxnard LCP with consideration of climate change. Goal CD-21 (pg. 3-39) states "Update the Oxnard Local Coastal Program...consideration of climate change issues." Two implementing policies directly address existing and potential coastal energy facilities:

CD-21.2 *Modify non-Coastal Dependent Energy Uses*

When the LCP is being updated, clarify that non Coastal-dependent energy facilities are not allowed in the Energy Coastal zone with exceptions for renewable energy installations such as solar panels and wind turbines under certain conditions and consistent with the Coastal Act.

CD-21.3 *Future Use of Coastal Power Plants*

Initiate an update to the Oxnard LCP that has the intent and effect of eventual decommissioning of the SCE Peaker Plant, Mandalay and Ormond Beach power generation facilities by: 1) land use designation change, 2) amortization, 3) revised development standards, 4) transferable development rights and/or other methods. After adoption and Coastal Commission certification of an updated Local Coastal Plan, initiate and implement policy and regulatory actions, and support actions of other relevant agencies that implement the LCP with regard to the future use of the SCE Peaker Plant, Mandalay and Ormond Beach power plants.

LCP Update Process -- City staff expects to begin the SLR mapping analysis within three months and complete Guidance Step 4 within about 18 months. In addition, energy facilities in the Coastal Zone have aesthetic, environmental justice, wetland restoration, and other issues that will also be studied as part of the LCP Update process.

CEQA Applicability -- Adoption of the proposed urgency ordinance would not be considered a project within the meaning of Public Resources Code Section 21065 and Section 15378 of the State CEQA Guidelines because it does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment. Rather the urgency ordinance would only temporarily prevent certain physical changes in the environment pending completion of the City's review and possible amendment of the regulations applicable to applications for development of electrical generating facilities in the Coastal Zone in response to SCE's RFO.

FINANCIAL IMPACT

There is no financial impact from adopting the urgency ordinance.

CW/SMF

Attachment #1 - Location of NRG and SCE coastal power plants
#2 - Urgency Ordinance

Client 19250 - CITY OF OXN/PLANNING COMM
Address 214 S C ST
OXNARD, CA, 93030

Phone (805) 385-7878 Ext: 0
E-Mail
Fax (805) 385-7417

Order# 351705	Requested By MARIA SANTANA	Order Price \$307.04
Classification 1299 - Other Public Notices	PO # POWER PLANT	Tax 1 \$0.00
Start Date 07/19/2014	Created By 147412	Tax 2 \$0.00
End Date 07/19/2014	Creation Date 07/14/2014, 01:22:10 pm	Total Net \$307.04
Run Dates 2		Payment \$0.00
Publication(s) Ventura County Star, Web	Dimensions 4.9500 " X 5.4100 "	

Sales Rep 9902 - Maria Rodriguez

Phone (805) 437-0352
E-Mail legals@vcstar.com
Fax (805) 437-0065

NOTICE OF PUBLIC HEARING

The Oxnard City Council will conduct a public hearing to consider the following matter on Tuesday, July 29, 2014 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, 305 W. Third Street, Oxnard:

EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING THE EXPANSION OF EXISTING, OR DEVELOPMENT OF NEW, ELECTRICAL GENERATING FACILITIES WITHIN THE COASTAL ZONE PURSUANT TO THE SOUTHERN CALIFORNIA EDISON REQUEST FOR OFFER PROCESS PENDING STUDIES AND CHANGES IN THE LOCAL COASTAL PROGRAM AND ZONING ORDINANCES AND OTHER LAND USE REGULATIONS. The proposal is to extend the interim urgency ordinance for a period of 10 months and 15 days from the date the ordinance is currently set to expire. This interim urgency ordinance is not a project within the meaning of Public Resources Code Section 21065 and State CEQA Guidelines Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly.

At the public hearing you may appear and be heard or you may write to the City Clerk's Office at 305 West Third Street, Oxnard, California, 93030, in support of or in opposition to this matter. If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled.

If you challenge the City Council's decision on this matter in court, you may be limited to raising only those issues that were raised at this public hearing or in written correspondence delivered to the City Clerk at or before the hearing.

Beginning at 6:00 p.m., Channel 10 will broadcast the meeting at which the public hearing will be conducted. For further information, contact Chris Williamson with the Planning Division, 214 South C Street, Oxnard, at (805) 385-7858.

Publish: July 19, 2014 Ad No.351705

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE OF PUBLIC HEARING

ELECTRICAL GENERATING FACILITIES

STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala

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.

July 17, 2014

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

17th day of July 2014

PAGE 2 OF 2

ATTACHMENT NO. 2

(Signature)



NOTICE OF PUBLIC HEARING

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EXTENSION OF INTERIM URGENCY ORDINANCE PROHIBITING THE EXPANSION OF EXISTING, OR DEVELOPMENT OF NEW, ELECTRICAL GENERATING FACILITIES WITHIN THE COASTAL ZONE PURSUANT TO THE SOUTHERN CALIFORNIA EDISON REQUEST FOR OFFER PROCESS PENDING STUDIES AND CHANGES IN THE LOCAL COASTAL PROGRAM AND ZONING ORDINANCES AND OTHER LAND USE REGULATIONS. The proposal is to extend the interim urgency ordinance for a period of 10 months and 15 days from the date the ordinance is currently set to expire. This interim urgency ordinance is not a project within the meaning of Public Resources Code Section 21065 and State CEQA Guidelines Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly.

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Publishing VCVN Date: 7-17-2014

CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO.

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, EXTENDING THE INTERIM URGENCY ORDINANCE PROHIBITING THE EXPANSION OF EXISTING, OR DEVELOPMENT OF NEW, ELECTRICAL GENERATING FACILITIES WITHIN THE COASTAL ZONE PURSUANT TO THE SOUTHERN CALIFORNIA EDISON REQUEST FOR OFFER PROCESS PENDING STUDIES AND CHANGES IN THE LOCAL COASTAL PROGRAM AND ZONING ORDINANCES AND OTHER LAND USE REGULATIONS.

THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND AS FOLLOWS:

WHEREAS, the California Coastal Act ("Coastal Act") was enacted to protect and preserve the California Coastal Zone as an environmental, recreational and economic resource for the benefit of all Californians; and

WHEREAS, Section 30001.5(d) of the Coastal Act states the Legislature's finding that one of the basic goals of the State for the coastal zone is to "[a]ssure priority for coastal-dependent and coastal-related development over other development on the coast"; and

WHEREAS, Section 30004(a) of the Coastal Act states the Legislature's finding that "[t]o achieve maximum responsiveness to local conditions, accountability, and public accessibility, it is necessary to rely heavily on local government and local land use planning procedures and enforcement"; and

WHEREAS, Section 30006 of the Coastal Act states the Legislature's finding that "the public has a right to fully participate in decisions affecting coastal planning, conservation, and development; that achievement of sound coastal conservation and development is dependent upon public understanding and support; and that the continuing planning and implementation of programs for coastal conservation and development should include the widest opportunity for public participation"; and

WHEREAS, Section 30006.5 of the Coastal Act states the Legislature's finding that "sound and timely scientific recommendations are necessary for many coastal planning, conservation, and development decisions"; and

WHEREAS, three electrical generating facilities (Power Plants) are currently located in the City's coastal zone, two of which are once-through cooling (OTC) facilities that use ocean water for cooling and were originally built by Southern California Edison (SCE) prior to enactment of the Coastal Act and certification of the Oxnard Local Coastal Program (LCP); and

WHEREAS, on May 4, 2010 the State Water Resources Control Board adopted Resolution No. 2010-0020, generally requiring that the use of existing power plant cooling systems that rely on natural ocean waters be terminated throughout the State of California by 2020; and

WHEREAS, the expansion, alteration or addition of any Power Plant that does not require OTC would not be a coastal dependent facility within the meaning of the Coastal Act, and would therefore be inconsistent with the development policies and priorities of the Coastal Act; and

WHEREAS, the Oxnard 2030 General Plan established the City's commitment to updating the LCP with consideration of climate change, particularly to clarify that "non Coastal-dependent energy facilities are not allowed in the Energy Coastal zone with exceptions for renewable energy installations such as solar panels and wind turbines under certain conditions and consistent with the Coastal Act" (CD-21.2) and that the LCP update "has the intent and effect of eventual decommissioning of the [Power Plants] by: 1) land use designation change, 2) amortization, 3) revised development standards, 4) transferable development rights and/or other methods (CD-21.3)"; and

WHEREAS, the City has appropriated funds for, and applied for additional grant funds for, conducting a comprehensive study of the potential impacts of sea level rise (SLR) on the coastal zone, and expects to begin the SLR mapping analysis within three months and complete an update to land uses as needed based on SLR impacts and compatible uses within approximately 18 months; and

WHEREAS, based on the SLR study, the City will seek to amend its LCP and other City planning policies and land use regulations to include adaptation measures, new or revised policies, and/or ordinances that protect energy infrastructure from expected impacts of SLR or prohibit critical energy infrastructure in areas or situations where SLR adaptation measures are not available; and

WHEREAS, SCE is soliciting proposals through a Request for Offer process (RFO) for electrical generating facility projects, and the operator of the existing OTC Power Plants has indicated it will submit a proposal for a project on its property within the City's coastal zone; and

WHEREAS, in order to protect the public health, safety and welfare, it is now necessary for the City to undertake action to review and revise applicable provisions of the City's LCP and other City planning policies and land use regulations so that applications submitted pursuant to SCE's RFO process for electrical generating facilities in the City's coastal zone may be properly analyzed consistent with the policies of the Coastal Act and the Oxnard 2030 General Plan; and

WHEREAS, it is anticipated that electrical generating facility proposals submitted through the RFO process will have generating capacity above 25 MW, and that installation of other types of electrical generating facilities, such as solar panels, would have a lower generating capacity and, thus, would not be proposed through the RFO process; and

WHEREAS, an application for approval of any new electrical generating facility or alterations to any existing electrical generating facility in the City's coastal zone poses an immediate threat to the public health, safety, and welfare, in that approval of such application would result in potential placement of a critical infrastructure facility that would be subject to failure due to storm surge, wave run-up, erosion, or Tsunami inundation; and

WHEREAS, Government Code § 65858 provides that a city council may adopt by a four fifths vote as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a general plan or zoning measures that the city is considering or studying or intends to study within a reasonable time; and

WHEREAS, on July 1, 2014, the City Council adopted Ordinance No. 2882, imposing a 45-day moratorium on the approval of any special use permit, coastal development permit or any other discretionary City permit or approval for the construction, expansion, replacement, modification or

alteration of any facilities for the on-site generation of electricity on any property located within the coastal zone, as designated by the California Coastal Act, within the City of Oxnard; and

WHEREAS, Ordinance No. 2882 will expire on August 15, 2014 unless extended in accordance with Government Code Section 65858; and

WHEREAS, on July 29, 2014, the City Council issued a written report describing the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 2882 in accordance with Government Code Section 65858; and

WHEREAS, on July 29, 2014, the City Council held a public hearing, duly noticed in accordance with Government Code Sections 65090, to consider the extension of Ordinance No. 2882 for a period of 10 months and 15 days from the date said ordinance would otherwise expire, in accordance with Government Code Section 65858; and

WHEREAS, this extension of Ordinance No. 2882 is not a project within the meaning of Public Resources Code Section 21065 and CEQA Guidelines Section 15378 because it has no potential for resulting in physical change to the environment, either directly or indirectly.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. The moratorium imposed by Ordinance No. 2882 on the approval of any special use permit, coastal development permit or any other discretionary City permit or discretionary approval for the construction, expansion, replacement, modification or alteration of any facilities for the on-site generation of electricity on any property located within the coastal zone, as designated by the California Coastal Act, within the City of Oxnard is hereby extended for a period of 10 months and 15 days from the date Ordinance No. 2882 would otherwise expire; provided that the moratorium shall not apply to permits for SCE's McGrath Peaker Plant (Coastal Development Permit No. A-4-oxn-07-096) that are consistent with the Settlement Agreement between the City and SCE executed in October of 2011 (Agreement No. A-7451).

Part 2. It is the intent of the City Council that any proposal for new or modified non-coastal dependent electrical generating facilities within the City's coastal zone during the period of the moratorium shall be considered inconsistent with this Ordinance and with the City's land use policies and zoning regulations for all purposes, and by all agencies charged with reviewing any application for such use.

Part 3. The City Council hereby finds that the above recitals are true and correct and incorporates the recitals herein by reference as if set forth in full.

Part 4. This ordinance is hereby declared to be an interim urgency measure to protect the public health, safety and welfare and shall take effect immediately upon its adoption. The findings constituting the urgency are set forth above in the recitals to this ordinance and represent a current and immediate threat to the public health, safety or welfare in that approval of additional development or expansion of energy generating facilities within the Coastal Zone while the City's LCP update is pending would

result in potential placement of a critical infrastructure facility that would be subject to failure due to storm surge, wave run-up, erosion, or Tsunami inundation.

Part 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Part 6. This ordinance shall be effective immediately upon passage and may be extended by the City Council in accordance with Government Code Section 65858.

Part 7. At least ten days prior to the expiration of this interim ordinance, the City Council shall issue a written report describing the measures it has taken to alleviate the conditions which led to the adoption of this ordinance.

Part 8. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City.

PASSED, APPROVED, AND ADOPTED this 29th day of July, 2014

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 3
PAGE 4 OF 4

City of Oxnard, California
Development Services Department, Planning Division

July 21, 2014

Report on Status of Actions Related to Moratorium

Purpose: On July 1, 2014, the City Council of the City of Oxnard (City) unanimously adopted Ordinance No. 2882, an interim urgency measure imposing a moratorium on the approval of any special use permit, coastal development permit or any other discretionary City permit or approval for the construction, expansion, replacement, modification or alteration of any facilities for the on-site generation of electricity on any property located within the Oxnard Coastal Zone. During the period of the moratorium, the City will study, draft and adopt changes to the Oxnard Local Coastal Program (LCP), zoning ordinances, and other land use regulations regarding electrical generating facilities within the Coastal Zone.

Pursuant to Government Code Section 65858, this document is the first progress report prepared prior to the expiration of the initial 45 moratorium period ending August 15, 2014.

Prior to July 1, 2014, the following LCP Update tasks were completed:

1. Converted the 1982 LCP document and maps to Word and GIS format and confirmed with Coastal Commission staff that all LCP amendments were correctly incorporated in the LCP.
2. City Council budgeted and encumbered \$133,000 from Measure 'O' and General Plan maintenance fees for the LCP Update.
3. Staff participated in The Nature Conservancy's (TNC) Coastal Resilience sea-level rise and storm event scenario on-line mapping project released for public use in late 2013.
4. The 2030 General Plan was adopted in 2011 that changed land use designations in the Coastal Zone, adopted the Coastal Conservancy's Ormond Beach Wetlands Restoration Plan Alternative 2U, and included policies regarding the Once-Through Cooling power plants and updating the LCP within one year of adoption.

Between July 1 and August 15, 2014, City staff initiated and/or completed the following actions:

1. On July 7, 2014, staff submitted a joint grant application to the Ocean Protection Council and Coastal Commission for a total of \$150,000 to supplement the City's \$133,000 set aside to complete a SLR analysis and adaptation study that is the basis for the subsequent LCP Update. A total of 18 grants were submitted for the available \$2.2 million and grant award decisions are expected in November and December.
2. On July 14, 2014, staff initiated preparation of a funding plan, sea-level rise (SLR) study schedule, preliminary LCP Update review and task outline, and public outreach plan for presentation to the City Council on September 23, 2014. The public participation program will include the Ormond Beach Task Force and the Channel Island, Hollywood Beach, Mandalay, and Seabridge communities.
3. On July 14, 2014, staff initiated preparation of a recommendation for City Council review on September 23, 2014 on how to spend the \$500,000 SCE peaker plant mitigation escrow fund which becomes available to the City in early 2015, subject to approval by the Coastal Commission.
4. On July 10, 2014, GIS staff confirmed they had obtained the sea-level rise analysis data and maps from TNC and were able to integrate the TNC GIS data with City GIS databases.



Meeting Date: 7/29/2014

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

Prepared By: James Cameron *J.C.* Agenda Item No. H-1
 Reviewed By: City Manager *GM* City Attorney *JBD* Finance *J.C.* Other (Specify) _____

DATE: July 17, 2014

TO: City Council

FROM: James Cameron, Chief Financial Officer *James Cameron*
 Finance Department

SUBJECT: Monthly Budget Status Report – June 30, 2014 Pre-closing

RECOMMENDATION

That City Council receive the monthly City of Oxnard Budget Status Report as of June 30, 2014, pre-closing.

DISCUSSION

The monthly budget status report includes both governmental and Enterprise Funds. Revenues and expenditures are reported on an accrual basis. As a result certain revenues will appear to be low because the first several months have been accrued to the prior fiscal year. While the attached tables include all funds grouped by type, the focus of this report is on the General Fund and Utility Funds as they make up over 60% of the total budget.

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

General Fund Revenues

June Compared to:	Budget	Prior Year
Property Tax	↑ 1%	↑ 2%
Sales Tax	↓ -1%	↑ 6%
Other	↑ 9%	↑ 9%
Total	↑ 4%	↑ 5%

Compared to the prior year, General Fund revenues are up 5%. Because much of the increase for property and sales taxes was built into the budget, on a budget basis, those revenues are not expected to grow. Sales taxes are lower than budget primarily due to a one-time reallocation to another City by the Board of Equalization. The increase in other revenues, while significant on a percentage basis, do not have as large of an impact to overall revenues and are the result of one-time reimbursements.

General Fund Expenditures

June Compared to:	Budget	Prior Year
Public Safety	 1%	 3%
Culture & Recreation	 1%	 2%
Other	 -6%	 -4%
Total	 <1%	 <1%

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

Utility revenues reflect the full year impact of approved rate increases as well as pass through costs in Water for purchased water.

Utility Fund Operating Revenues*

June Compared to:	Budget	Prior Year
Water	 9%	 4%
Wastewater	 -11%	 -3%
Environmental Resources	 2%	 7%
Total	 1%	 3%

* Excludes one-time connection fees and interest earnings.

Utility Fund Operating Expenditures**

June Compared to:	Budget	Prior Year
Water	↑ 1%	↑ 2%
Wastewater	↑ 2%	↑ 6%
Environmental Resources	↓ -2%	↓ -5%
Total	→ 0%	↓ -1%

** Excludes capital expenditures and interest expense.

On a budget basis, revenues are higher in Water, primarily due to water purchase pass-through; however, revenues are lower in Wastewater (WW). The WW decrease is due to unrealized one-time revenues. Expenditure increases compared to the prior year include the impact of labor agreements, as well as the higher cost of water purchases and increased expenses to address deferred maintenance, particularly in WW. ER reflects the change in operations resulting in significant operational savings. On a budget basis, utility expenditures are in line with planned requirements overall.

At the end of June, City accounts had cash balances totaling \$143.7 million as shown below. The Community Development Commission Successor Agency had an additional \$2.3 million.

Cash balance of Major Funds as of June 30, 2014

General Fund	\$ 9.0
Measure O	17.2
Grants	(4.2)
Other Governmental	53.7
Water	
Operating	23.1
Other	14.3
Wastewater	
Operating	5.4
Other	3.0
Environmental Resources	6.6

PACC	(1.6)
Golf	(4.5)
Housing SA	4.6
Other (ISF)	<u>17.1</u>
Total	<u>\$ 143.7</u>

Because most Grants are on a reimbursement basis, they typically carry a negative balance until payment is made. The PACC and Golf funds also carry negative cash balances which will be partially offset with year-end adjustments.

FINANCIAL IMPACT

The recommended action to receive the Monthly Budget Status Report as of June 30, 2014 has no direct financial impact.

Attachment #1 - City of Oxnard Monthly Budget Status Report as of June 30, 2014 Pre-closing

**City of Oxnard
Monthly Budget Status Report
as of June 30, 2014 Pre-closing**

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Environmental Resource Funds	10
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Successor Agency to the Community Development Commission	14

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
General Fund
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 26,861,000	\$ 26,861,000	\$ 26,771,412 a
Property Tax in-lieu of Vehicle License Fee	14,755,000	14,755,000	14,733,997
Sales Tax	26,751,000	26,751,000	22,511,699 b
Other Taxes and Fees	12,977,000	12,977,000	12,405,520 c
Licenses and Permits	1,967,000	1,967,000	2,428,183
Intergovernmental	12,939,000	12,939,000	12,542,650 c
Charges for Services	8,489,000	8,647,000	8,174,315
Fines and Forfeitures	591,000	591,000	403,368 c
Investment Earnings	103,000	103,000	127,518
Miscellaneous	2,976,000	3,051,000	4,321,492
Total Operating Revenues	\$ 108,409,000	\$ 108,642,000	\$ 104,420,154
Operating Expenditures			
General Government	10,644,903	10,651,803	9,324,932
Public Safety	64,738,295	64,687,295	65,258,677
Transportation	2,343,658	2,343,658	2,294,634
Community Development	8,903,327	9,116,023	8,966,426
Culture and Recreation	15,721,355	15,732,759	15,757,771
Total Operating Expenditures	\$ 102,351,538	\$ 102,531,538	\$ 101,602,440
NET REVENUES FROM OPERATIONS	\$ 6,057,462	\$ 6,110,462	\$ 2,817,714

Notes:

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
General Fund
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ 37,000
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>37,000</u>
Non-operating Uses			
Capital outlay	75,000	216,000	311,766
Transfers out	<u>6,019,462</u>	<u>5,931,462</u>	<u>5,952,582</u> d
Sub-total Non-operating Uses	<u>6,094,462</u>	<u>6,147,462</u>	<u>6,264,348</u>
NET NON-OPERATING SOURCES AND USES	\$ (6,057,462)	\$ (6,110,462)	\$ (6,227,348)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>-</u>	<u>3,409,634</u> e
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 3,409,634
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Measure O 1/2 Cent Sales Tax
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ 11,346,680 a
Investment Earnings	90,000	90,000	129,859
Other	-	-	37,708
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 11,514,247
Operating Expenditures			
General Government	50,000	161,449	69,309
Public Safety	3,002,642	4,637,700	3,718,167
Transportation	900,000	1,137,568	703,444
Community Development	420,000	470,000	362,739
Culture and Recreation	1,299,000	1,462,250	1,553,054
Total Operating Expenditures	\$ 5,671,642	\$ 7,868,967	\$ 6,406,713
NET REVENUES FROM OPERATIONS	\$ 5,418,358	\$ 3,221,033	\$ 5,107,534
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Bond Proceeds	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	745,000	15,678,761	1,948,347
Sub-total Non-operating Uses	745,000	15,678,761	1,948,347
NET NON-OPERATING SOURCES AND USES	\$ (745,000)	\$ (15,678,761)	\$ (1,948,347)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	5,662,943	2,115,589 b
From/(to) Fund Balance	-	8,794,143	1,457,775
TOTAL USE OF FUND BALANCE	\$ -	\$ 14,457,086	\$ 3,573,364
FISCAL YEAR BALANCE	\$ 4,673,358	\$ 1,999,358	\$ 6,732,551

Notes:

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Grant Funds
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 3,268,385	\$ 12,067,030	\$ 18,150,018
Fines and forfeitures	-	-	35,779
Investment Earnings	-	-	9,149
Miscellaneous	-	99,049	173,770
Total Operating Revenues	\$ 3,268,385	\$ 12,166,079	\$ 18,368,716
Operating Expenditures			
General Government	-	-	-
Public Safety	561,292	8,050,554	4,628,276
Transportation	-	910,313	11,516
Community Development	1,789,998	9,542,399	5,594,861
Culture and Recreation	37,940	444,164	109,874
Total Operating Expenditures	\$ 2,389,230	\$ 18,947,430	\$ 10,344,527
NET REVENUES FROM OPERATIONS	\$ 879,155	\$ (6,781,351)	\$ 8,024,189
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,026,317	14,264,697	4,893,775
Transfers out	-	-	-
Sub-total Non-operating Uses	1,026,317	14,264,697	4,893,775
NET NON-OPERATING SOURCES AND USES	\$ (1,026,317)	\$ (14,264,697)	\$ (4,893,775)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	20,194,554	270,586
From/(to) Available Fund Balance	147,162	851,494	(3,401,000) a
TOTAL USE OF FUND BALANCE	\$ 147,162	\$ 21,046,048	\$ (3,130,414)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Other Governmental Funds
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 12,000,000	\$ 12,000,000	\$ 12,733,676
Licenses and Permits	804,000	804,000	820,167
Intergovernmental	5,639,816	5,639,816	8,361,290
Growth and Development Fees	2,717,000	3,262,061	2,985,580
Charges for services	110,000	110,000	125,254
Fines and forfeitures	320,000	320,000	179,312
Investment Earnings	311,401	311,401	393,369
Special Assessments	9,133,079	9,133,079	8,022,917
Miscellaneous	1,354,500	1,362,050	2,043,182
Total Operating Revenues	\$ 32,389,796	\$ 32,942,407	\$ 35,664,747
Operating Expenditures			
General Government	253,177	253,177	309,344
Public Safety	20,631,913	20,631,913	19,293,979
Transportation	6,608,532	6,663,297	5,935,083
Community Development	9,400	42,938	82,544
Culture and Recreation	5,124,470	5,166,295	5,221,318
Total Operating Expenditures	\$ 32,627,492	\$ 32,757,620	\$ 30,842,268
NET REVENUES FROM OPERATIONS	\$ (237,696)	\$ 184,787	\$ 4,822,479
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,839,750	\$ 6,839,750	\$ 6,839,750 a
Bond Proceeds	-	-	363,387
Sub-total Non-operating Sources	6,839,750	6,839,750	7,203,137
Non-operating Uses			
Interest Expense	3,899,829	2,766,179	2,061,292
Payment of Principal	4,134,322	3,554,322	2,766,607
Capital Outlay	1,811,580	22,093,354	5,851,928
Transfers out	1,788,471	1,788,101	1,788,101 a
Sub-total Non-operating Uses	11,634,202	30,201,956	12,467,928
NET NON-OPERATING SOURCES AND USES	\$ (4,794,452)	\$ (23,362,206)	\$ (5,264,791)

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Other Governmental Funds
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	16,594,175	4,896,331
Appropriated Fund Balance	-	-	-
From Available Fund Balance	<u>5,032,148</u>	<u>6,583,244</u>	<u>(4,454,019)</u>
TOTAL USE OF FUND BALANCE	<u>\$ 5,032,148</u>	<u>\$ 23,177,419</u>	<u>\$ 442,312</u>
FISCAL YEAR BALANCE	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Notes:

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Water Funds
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 46,620,000	\$ 46,620,000	\$ 47,634,281
Security/Contamination Prevention Fees	870,000	870,000	289,336
Miscellaneous and Reimbursements	5,000	150,000	35,278
Total Operating Revenues	\$ 47,495,000	\$ 47,640,000	\$ 47,958,895
Operating Expenditures			
Salaries and Wages	5,321,501	5,321,501	4,867,214
Contracts and Services	2,227,546	1,948,546	1,795,716
Operating Supplies	2,001,650	5,501,650	1,085,487
Water Acquisition	18,784,000	18,784,000	20,200,812
General and Administrative	4,302,582	4,317,582	4,647,547
Total Operating Expenditures	\$ 32,637,279	\$ 35,873,279	\$ 32,596,776
NET REVENUES FROM OPERATIONS	\$ 14,857,721	\$ 11,766,721	\$ 15,362,119
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	1,794,465 a
Investment Earnings	2,184,000	2,184,000	2,489,768
Connection Fees	1,090,000	1,090,000	1,270,065
Sub-total Non-operating Sources	5,341,900	5,341,900	5,554,298
Non-operating Uses			
Capital Outlay (non-debt financed)	20,325,000	26,393,812	1,746,041
Interest Expense	11,250,259	11,250,259	11,617,960
Transfers Out	-	-	-
Sub-total Non-operating Uses	31,575,259	37,644,071	13,364,001
NET NON-OPERATING SOURCES AND USES	\$ (26,233,359)	\$ (32,302,171)	\$ (7,809,703)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,864,734)	(3,864,734)	(4,088,776)
Designated for Authorized Projects & Encumbrances	-	14,196,564	5,932,320
Use of Bond Principal	-	(5,807,166)	(5,530,847)
From/(To) Capital Reserve	15,240,372	16,010,786	(3,865,113)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 11,375,638	\$ 20,535,450	\$ (7,552,416)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Wastewater Funds
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 30,010,000	\$ 30,010,000	\$ 25,693,037
Security/Contamination Prevention Fees	350,000	350,000	-
Miscellaneous and Reimbursements	770,000	770,000	301,961 ^a
Total Operating Revenues	\$ 31,130,000	\$ 31,130,000	\$ 25,994,998
Operating Expenditures			
Salaries and Wages	7,035,467	7,035,467	6,352,032
Contracts and Services	5,047,927	5,691,035	5,674,450
Operating Supplies	1,747,500	1,747,500	1,508,985
General and Administrative	3,513,420	3,513,420	3,615,710
Total Operating Expenditures	\$ 17,344,314	\$ 17,987,422	\$ 17,151,177
NET REVENUES FROM OPERATIONS	\$ 13,785,686	\$ 13,142,578	\$ 8,843,821
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	100,000	100,000	115,049
Connection Fees	210,000	210,000	1,234,623
Sub-total Non-operating Sources	310,000	310,000	1,349,672
Non-operating Uses			
Capital Outlay (non-debt financed)	5,400,000	9,586,006	626,287
Interest Expense	6,744,616	7,063,696	6,903,747
Sub-total Non-operating Uses	12,144,616	16,649,702	7,530,034
NET NON-OPERATING SOURCES AND USES	\$ (11,834,616)	\$ (16,339,702)	\$ (6,180,362)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,715,183)	(4,715,183)	(5,140,248)
Designated for Authorized Projects & Encumbrances	-	4,477,029	273,486
Appropriated Fund Balance	-	671,165	641,234
From/(To) Capital Reserve	2,764,113	2,764,113	1,562,069
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,951,070)	\$ 3,197,124	\$ (2,663,459)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Environmental Resources
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,970,000	\$ 43,970,000	\$ 39,966,014 a
Security/Contamination Prevention Fees	80,000	80,000	207
Miscellaneous and Reimbursements	270,000	270,000	449,241
Total Operating Revenues	\$ 44,320,000	\$ 44,320,000	\$ 40,415,462
Operating Expenditures			
Salaries and Wages	7,607,149	8,207,126	7,229,998
Operating Supplies	584,400	2,798,486	2,415,690
Contracts and Services	26,378,449	21,551,293	20,242,308
General and Administrative	3,846,790	4,064,070	4,351,600
Total Operating Expenditures	\$ 38,416,788	\$ 36,620,975	\$ 34,239,596
NET REVENUES FROM OPERATIONS	\$ 5,903,212	\$ 7,699,025	\$ 6,175,866
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	20,000	20,000	61,049
Connection Fees	60,000	60,000	73,406
Sub-total Non-operating Sources	80,000	80,000	134,455
Non-operating Uses			
Capital Outlay (non-debt financed)	232,000	3,256,973	1,998,654
Interest Expense	606,126	606,126	572,662
Transfers out	62,097	62,097	62,347 b
Sub-total Non-operating Uses	900,223	3,925,196	2,633,663
NET NON-OPERATING SOURCES AND USES	\$ (820,223)	\$ (3,845,196)	\$ (2,499,208)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,685,551)	(3,685,551)	(3,858,558)
Designated for Authorized Projects & Encumbrances	-	11,926	-
Appropriated Fund Balance	-	1,163,500	1,766,654
From/(To) Capital Reserve	(1,397,438)	(1,343,704)	(1,584,754)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,082,989)	\$ (3,853,829)	\$ (3,676,658)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Current year revenues reduced by FY 2013 accruals.

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Golf
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,200,000	\$ 4,200,000	\$ 4,455,242
Miscellaneous and Reimbursements	-	-	16,464
Total Operating Revenues	\$ 4,200,000	\$ 4,200,000	\$ 4,471,706
Operating Expenditures			
Salaries and Wages	60,290	60,290	60,821
Operating Supplies	-	-	-
Contracts and Services	3,585,324	3,585,324	4,206,767
General and Administrative	195,716	195,716	197,702
Total Operating Expenditures	\$ 3,841,330	\$ 3,841,330	\$ 4,465,290
NET REVENUES FROM OPERATIONS	\$ 358,670	\$ 358,670	\$ 6,416
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	1,364,651 a
Investment Earnings	-	-	(17,839)
Sub-total Non-operating Sources	-	-	1,346,812
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	116,200	116,200	1,220,850
Transfers out	-	-	-
Sub-total Non-operating Uses	196,700	196,700	1,220,850
NET NON-OPERATING SOURCES AND USES	\$ (196,700)	\$ (196,700)	\$ 125,962
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(972,223)	(972,223)	(1,232,223)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (972,223)	\$ (972,223)	\$ (1,232,223)
FISCAL YEAR BALANCE	\$ (810,253)	\$ (810,253)	\$ (1,099,845)

a Transfer from General Fund for 2011 Bonds.

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Performing Arts & Convention Center
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 440,000	\$ 440,000	\$ 513,166
Miscellaneous	20,000	20,000	12,592
Total Operating Revenues	\$ 460,000	\$ 460,000	\$ 525,758
Operating Expenditures			
Salaries and Wages	1,071,219	1,071,219	1,014,801
Operating Supplies	300	300	321
Contracts and Services	252,355	252,355	262,286
General and Administrative	172,511	172,511	187,873
Total Operating Expenditures	\$ 1,496,385	\$ 1,496,385	\$ 1,465,281
NET REVENUES FROM OPERATIONS	\$ (1,036,385)	\$ (1,036,385)	\$ (939,523)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	905,160 a
Investment Earnings	-	-	(14,630)
Sub-total Non-operating Sources	905,160	905,160	890,530
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 890,530
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	\$ (131,225)	\$ (131,225)	\$ (48,993)

Notes:

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

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Housing Set-aside Successor Agency Fund
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ 74,778
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	171,412 ^a
Total Operating Revenues	\$ -	\$ -	\$ 246,190
Operating Expenditures			
Salaries and Wages	-	-	165,429
Contracts and Services	-	-	1,800
General and Administrative	-	-	11,723
Total Operating Expenditures	\$ -	\$ -	\$ 178,952
NET REVENUES FROM OPERATIONS	\$ -	\$ -	\$ 67,238
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	0
Investment Earnings	-	-	-
Sub-total Non-operating Sources	-	-	0
Non-operating Uses			
Capital Outlay	-	-	253,900
Transfers out	-	-	-
Sub-total Non-operating Uses	-	-	253,900
NET NON-OPERATING SOURCES AND USES	\$ -	\$ -	\$ (253,900)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	186,662
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 186,662
FISCAL YEAR BALANCE	\$ -	\$ -	\$ 0

Notes:

a Housing set-aside deposit.

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Successor Agency to the Community Development Commission
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ - a
Rental Income	-	-	47,676
Miscellaneous and Reimbursements	-	-	50,323
Total Operating Revenues	\$ -	\$ -	\$ 97,999
Operating Expenditures			
Salaries and Wages	-	-	379,800
Contracts and Services	-	-	180,603
General and Administrative	250,000	250,000	434,342
Total Operating Expenditures	\$ 250,000	\$ 250,000	\$ 994,745
NET REVENUES FROM OPERATIONS	\$ (250,000)	\$ (250,000)	\$ (896,746)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	117,727
Sub-total Non-operating Sources	-	-	117,727
Non-operating Uses			
Capital Outlay	-	-	-
Interest Expense	-	-	2,881,484
Project Costs	8,141,632	8,141,632	1,694,254 b
Transfers out	-	-	-
Sub-total Non-operating Uses	8,141,632	8,141,632	4,575,738
NET NON-OPERATING SOURCES AND USES	\$ (8,141,632)	\$ (8,141,632)	\$ (4,458,011)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	(2,980,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	8,391,632	8,391,632	8,334,757 c
TOTAL USE OF FUND BALANCE	\$ 8,391,632	\$ 8,391,632	\$ 5,354,757
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

City of Oxnard
Budget Status Report
as of June 30, 2014 Pre-closing
Successor Agency to the Community Development Commission
(Unaudited)

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



Meeting Date: 07/29/14

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

Prepared By: Jeanine Hutton, Management Analyst IIAgenda Item No. H-2Reviewed By: City Manager JH City Attorney SPB Finance PL Public Works

DATE: July 23, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT: Report on Water Supply Shortage, Mandatory Conservation Measures and Desalter Operation, and a Resolution Adopting Mandatory Water Conservation Measures****RECOMMENDATION**

That City Council:

1. Receive a report on the City's Water Supply Shortage, Mandatory Conservation Measures and Desalter Operation.
2. Adopt a resolution recognizing the statewide water supply shortage and implementing mandatory water conservation measures.

DISCUSSION

On January 17, 2014 Governor Brown issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions. This confirmed what most Californians already knew – water supplies are low in both northern and southern California. He asked all Californians to make efforts to reduce their water use by 20%. In response, on February 25, 2014 the City adopted Resolution 14,457 recognizing the statewide water supply shortage and urging water customers to reduce water by twenty percent.

The City receives approximately 40% of its water supply from northern California, via the State Water Project (SWP), via the Metropolitan Water District of Southern California (MWD), and via the Calleguas Municipal Water District (CMWD). It receives the balance of its water from local groundwater supplies, approximately half pumped from the Oxnard Forebay Groundwater Basin by the United Water Conservation District (UWCD) and the other half pumped from the Oxnard Plain Groundwater Basin via its own wells.

The California Department of Water Resources reduced the SWP water allocation to 0% on January 31, 2014. This allocation was increased on April 18, 2014 to 5%, but is still the lowest allocation in the history of the SWP. This could again change depending on the continuing severity of the current

Report on Water Supply Shortage, Mandatory Conservation Measures and Desalter Operation, and a Resolution Adopting Mandatory Water Conservation Measures

July 23, 2014

Page 2

drought. This means that MWD will receive little to no northern California water during 2014, but will have to rely upon water conservation and the 2.4 billion gallons of water stored within its service area, at least for the balance of 2014. This balance is largely allocated to Los Angeles County. As a result, CMWD has been required to make changes to its supply system to provide Colorado River Water to Ventura County for the interim until the drought comes to a resolution.

Locally, groundwater levels are nearing historic lows, and no surface water from the Santa Clara River is available for either groundwater recharge or deliveries to agricultural irrigators. Both United Water Conservation District's Board and the Fox Canyon Groundwater Management Agency's Board are considering actions that could be taken locally to conserve water and further cooperative supplemental water supply projects. City staff will work cooperatively with these agencies to explore available options. Staff will bring to the Council any policy decisions that either of these agencies consider.

On April 25, 2014, Governor Brown issued a proclamation of a continued state of emergency and an executive order to strengthen the state's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water. A survey in May 2014 revealed that the state had an overall 5% reduction in urban water use. This was far below Governor Brown's request of a 20% reduction.

The drought conditions that formed the basis of both of the Governor's proclamations continue to exist. 2013 was the driest year on record and 2014 is projected to be even drier. In response, the State Water Resources Control Board (SWRCB) adopted Resolution No. 2014-0038 on July 15, 2014 imposing emergency regulation for statewide urban water conservation. This Resolution requires that water suppliers implement mandatory conservation measures by August 1, 2014.

As most Californians use more water outdoors than indoors, the SWRCB Resolution implemented drought emergency water conservation measures that prohibits the following activities, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency, in promotion of water conservation:

- 1) the application of potable water that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures
- 2) the use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- 3) the application of potable water to driveways and sidewalks; and
- 4) the use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

Further, the SWRCB Resolution states that violations of prohibited activities are considered infractions and are punishable by fines of up to \$500 for each day in which the violation occurs. Any employee of a public agency charged with enforcing laws may write and issue a ticket to the violator.

The SWRCB Resolution also calls for increased outreach for conservation measures to educate customers and employees on conservation measures and for suppliers to increase local supplies through

**Report on Water Supply Shortage, Mandatory Conservation Measures and Desalter Operation,
and a Resolution Adopting Mandatory Water Conservation Measures**

July 23, 2014

Page 3

leak detection and response programs, water loss audits and evaluation of existing rate structures to implement changes as part of planning for another dry year. To comply, staff recommends that the City increase its public education campaign regarding the importance of using water efficiently, publicize the programs of the City's Water Conservation Program, explore opportunities to expand the programs available to residents and businesses, and enforce the water waste prohibition regulations. Staff recommends that Public Works Department staff in coordination with Police, Fire and Development Services staff establish water waste patrols, in order to educate residents and business representatives about the City's water waste prohibitions, and to enforce the prohibitions, when needed. Staff will return with a staffing plan for the Conservation Program in September to ensure that these programs will be fully implemented.

The following programs are available to residents and businesses, as part of the City's Water Conservation Program:

- Rebates are available for Oxnard residential customers for the following water conserving devices:
 - High Efficiency Toilets: \$75
 - High Efficiency Clothes Washer (Water Factor of 4.0 or Less): \$160
 - Weather-Based Irrigation Controller (1 Acre or Less): \$105
 - Weather-Based Irrigation Controller (> 1 acre): \$25/station + \$25
 - Low Precipitation Rate Rotating Irrigation Nozzles: \$5/nozzle
 - Turf Removal Rebate: \$3/sq. ft.
- Rebates are available for Oxnard business customers for the following water conserving devices:
 - High Efficiency Toilets: \$50
 - Ultra-Low Water and Zero Water Urinals: \$400
 - Connectionless Food Steamers: \$485/Compartment
 - Air-Cooled Ice Machines: \$300
 - Waterbrooms: \$110
 - Weather-Based and Centrally Controlled Irrigation Controllers: \$25/Station
 - High Efficiency Irrigation Spray Nozzles: \$3
 - High Efficiency Rotating Irrigation Nozzles: \$7
 - pH-Cooling Tower Conductivity Controller: \$625
 - Dry Vacuum Pump (Max. of 2 hp): \$125/0.5 hp
 - Turf Removal Rebate: \$2/sq. ft.

The recommended City resolution declares a Stage 2 water shortage condition within the City. The resolution prohibits certain activities in order to conserve water and imposes conservation notifications and actions.

Report on Water Supply Shortage, Mandatory Conservation Measures and Desalter Operation, and a Resolution Adopting Mandatory Water Conservation Measures

July 23, 2014

Page 4

Desalter Operation

The City's brackish water desalter is located at the Water Campus on Hayes, also known as Blending Station No. 1. The Desalter was placed into service in late December 2008 and ran nearly continuously until late 2011. In December 2011, well numbers 32 and 33 began producing fine sand, indicating well problems. Water Treatment Operations staff took both wells out of service, in order to prevent damage to the Desalter. That left the desalter with one source well. Well No 34's output alone was insufficient to run the Desalter, so, in January 2012, the Operations staff shut-down the Desalter and initiated standby procedures to preserve the reverse osmosis membranes and meet membranes warranty requirements. Staff subsequently retained the services of an expert hydrogeologist to determine the cause of the well failure. The consultant and staff prepared plans and specifications for a Public Works Capital Project to repair the wells. The wells were repaired in late 2013, and ready for service in January 2014. The desalter could not be operated until the wells were repaired. During the desalter downtime, other mechanical equipment was assessed and found to also need repairs. The desalter was placed back into service on July 17, 2014.

FINANCIAL IMPACT

Any expansions of the Water Conservation Program or after-hours water waste patrols will result in increased operations expenditures. While reduced water use will result in decreased revenue to the Water Enterprise, this will be offset in part by reduced water purchases and distribution costs.

Attachment #1 - Resolution Adopting Mandatory Water Conservation Measures

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING MANDATORY WATER CONSERVATION MEASURES

WHEREAS, on January 17, 2014, the Governor issued a proclamation of a state of emergency under the California Emergency Services Act based on drought conditions;

WHEREAS, on April 25, 2014, the Governor issued a proclamation of a continued state of emergency under the California Emergency Services Act based on continued drought conditions;

WHEREAS, the drought conditions that formed the basis of the Governor's emergency proclamations continue to exist;

WHEREAS, the present year is critically dry and has been immediately preceded by two or more consecutive below normal, dry, or critically dry years; and

WHEREAS, the drought conditions will likely continue through the summer and early fall of 2014;

WHEREAS, on April 11, 2014, the Fox Canyon Groundwater Management Agency adopted Emergency Ordinance E, imposing restrictions on local groundwater pumping, including Temporary Extraction Allocations (TEA), 20% reduction of the TEA over an 18 month period, and suspension of use of conservation credits; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board adopted emergency regulations imposing statewide mandatory conservation measures, and mandatory conservation requirements for local public water purveyors; and

WHEREAS, consistent with the State Water Resources Control Board emergency regulations, the City of Oxnard hereby declares a Stage 2 water shortage condition exists and imposes the following mandatory conservation requirements on its customers.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

1. Pursuant to City Code section 22-154, the Council:
 - a. Declares a Stage 2 water shortage condition within the City; and
 - b. Prohibits or imposes the following activities:
 - i. The use of running water from a hose, pipe, or faucet to clean buildings, pavement, tile, wood, plastic, driveways, parking lots, and other paved surfaces, is prohibited, except for compelling public health and safety reasons. If allowed, a hose with a positive shut-off nozzle must be used;
 - ii. All restaurants that provide table service shall post, in a conspicuous place, a notice of water shortage conditions and shall refrain from serving water except upon specific request by a customer;
 - iii. Use of potable water to fill or refill recreational or ornamental lakes, ponds or fountains is prohibited;

iv. Operators of hotels, motels, and other commercial establishments offering lodgings shall post in each room a notice of water shortage conditions, encouraging water conservation practices;

v. Any use of water that causes runoff to occur beyond the immediate vicinity of use is prohibited;

vi. Watering of lawns, ornamental turf, trees, shrubs, vegetation, landscape and other outside irrigation is prohibited except between 4:00 p.m. and 9:00 a.m. or 6:00 p.m. and 9:00 a.m. during daylight savings, no more than twice a week, once on Saturday and once on Tuesday, and only if necessary. Use of a hand held hose with positive shut-off nozzle, bucket, or micro irrigation systems/equipment is encouraged;

vii. Irrigation is permitted for ground cover for fire protection purposes and erosion control.

viii. Depending on the severity of the water shortage conditions, outside residential, municipal or commercial landscape irrigation may be prohibited.

ix. Boats and vehicles shall be washed only at commercial wash facilities that recycle their wash water; by use of a bucket and hose equipped with a self-closing valve that requires operator pressure to activate the flow of water; or by mobile high pressure/low volume professional services;

x. Watering to maintain the level of water in swimming pools shall occur only when necessary. A pool cover shall be used to conserve water when the pool is not in use. Draining of pools or refilling shall be done only for health or safety reasons.

xi. Irrigation of parks, school ground areas, and road median landscaping will not be permitted more than twice a week and only if necessary.

c. The taking of any action prohibited in subdivision (b) of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to one hundred dollars (\$100) for a first violation; two hundred dollars (\$200) for a second violation within one year and five hundred dollars (\$500) for a third and every additional violation within one year. Each day that a violation occurs shall constitute a new and separate offense and may be prosecuted as such.

d. This water shortage declaration and associated mandatory water conservation requirements shall expire on December 31, 2014, unless otherwise extended by further action of the Council.

PASSED AND ADOPTED THIS _____ day of _____, 2014 by the following vote:

AYES:

NOES:

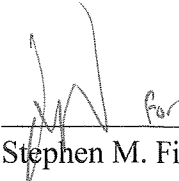
ABSENT:

ATTEST:

Tim Flynn, Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT # 1
PAGE 2 OF 2

MINUTES

OXNARD PARKING AUTHORITY

Special Meeting
December 3, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the special meeting of the Oxnard Parking Authority convened in the Council Chambers concurrently with the Oxnard City Council, Community Development Commission Successor Agency, Housing Authority, and Financing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello 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; Stephen Fischer, Interim General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

N. PARKING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard Parking Authority for October 22, 2013. (229)
RECOMMENDATION: Approve.

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

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR
AGENCY/HOUSING AUTHORITY/FINANCING AUTHORITY

At 7:23 p.m. the joint meetings with the City Council, City Council, Community Development Commission Successor Agency, Housing Authority, Parking Authority and Financing Authority concluded.

T. ADJOURNMENT

At 7:23 p.m. the Parking Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 07/29/2014

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

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. L-2

Reviewed By: City Manager [Signature]

City Attorney JBB

Finance [Signature]

Other (Specify) _____

DATE: July 23, 2014

TO: City Council

FROM: Greg Nyhoff, 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 07/29/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	City Manager/General Services Cyndi Hookstra	Ventura County (Sheriff's Department) Agreement No. A-6252	Graffiti Removal Services for Ventura County Sheriffs Department in El Rio area-Cost Reimbursement In 2005 with the formation of the Graffiti Task Force, a partnership was formed with the Ventura County Sheriff's Department to share information regarding graffiti crimes in the El Rio and Nyeland Acres areas. There continues to be a cross pollination of graffiti vandals in these areas that border the City of Oxnard. This amendment to the agreement is for continuation of this partnership. This is a revenue agreement. The Sheriff's Department is purchasing the services of the Graffiti Action Program (GAP) on an overtime basis. Total Contract Amount: \$92,798 FundingSource: General Fund (revenue)	\$46,399 Revenue
		385-8079	Amendment 1		
B	Purchase Order	Public Works/Street Maintenance Phil Gregoire	Quikrete California LLC dba QPR Purchase Order No. 1667	Blanket Purchase Order for Asphalt Cold Patch Material Blanket purchase order for Asphalt cold patch material for patching potholes, filling utility cuts and repairing damaged asphalt. On May 21, 2014 the Purchasing Division and the Streets Division solicited an RFB for Asphalt Cold Patch Material to ten (10) vendors. Three bids were received. Quikrete California LLC was the lowest bidder. Total Contract Amount: \$50,000 FundingSource: State Gas Tax	\$50,000
		797-8219			
D	Purchase Order	Recreation and Community Services - Recreation Services Sofia Balderrama	S&S Worldwide	Purchase of recreation and sports equipment for After School Program The City is under contract with the Oxnard School District to manage and operate the grant funded Oxnard Scholars After School Program. In order to meet grant time frames, an expedited purchase was required of equipment for the program. Several vendors were contacted to determine the ability to meet the delivery requirements with S&S Worldwide being the most capable of meeting the deadline. S&S has been successfully used in the past and provides competitive pricing and carries the necessary inventory for the variety of supplies and equipment purchased. Total Contract Amount: \$34,986 FundingSource: Grant Funds	\$34,986
		385-7993			

ATTACHMENT
PAGE 1 OF 1



Meeting Date: 07/29/14

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

Prepared By: Ken Klopman *KK* Agenda Item No. L-3Reviewed By: City Manager *JK* City Attorney *JAR* Finance *AL* Other (Specify) *JK***DATE:** July 14, 2014**TO:** City Council**FROM:** Ken Klopman Office of Youth Safety
Oxnard City Manager's Office**SUBJECT:** Application for California Gang Reduction, Intervention and Prevention Initiative
Grant Funding 2015/16**RECOMMENDATION**

That City Council adopt a resolution authorizing the City Manager to submit an application for \$500,000 in Board of State and Community Corrections (BSCC) 2015/16 California Gang Reduction, Intervention and prevention (Cal Grip) funds to be used to reduce gang and youth violence through direct intervention, job training and community engagement.

DISCUSSION

The City of Oxnard is eligible to submit a grant application with (BSCC) for consideration of state funds up to \$500,000 over a two-year period. The Cal GRIP grant is designed to provide funding to select cities for gang prevention, intervention, education, job training and skills development, family and community services, and suppression activities.

The grant funds will be used in conjunction with the Oxnard Alliance for Community Strength Project and will provide funding for a Youth Safety Coordinator, Street Outreach, and other select community based organizations in the city's effort to eliminate gang and youth violence.
The deadline for submission for the grant is September 5, 2014.

FINANCIAL IMPACT

The grant requires a 100% match of the total grant award. The Police Department will be providing an in-kind match of \$500,000 using personnel costs.

Attachment #1 – Resolution Approving Submittal of Application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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 Office of Youth Safety has requested that City Council approve the submittal of an application for \$500,000 to the Board of State and Community Corrections for California Gang Reduction, Intervention, and Prevention (Cal GRIP) grant funds to be used to reduce gang and youth violence through prevention efforts including direct intervention, job training and skill building, educational opportunities, and community engagement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:
To approve the submittal of a grant application by the city manager for Cal GRIP grant funds to be used to reduce gang and youth violence through direct intervention, job training, and community engagement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreement; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS _____ day of _____, 2014, by the following vote:

AYES:

NOES:

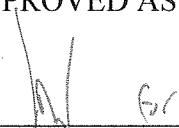
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, City Attorney

ATTACHMENT _____
PAGE _____ OF _____



Meeting Date: 07/29 /14

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

Prepared By: Daniel Rydberg, Utilities and Engineering ManagerAgenda Item No. L-4Reviewed By: City Manager JMCity Attorney SDFinance JC

Public Works

DATE: July 16, 2014**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2 (Agreement No. A-7669)**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an Agreement with Jensen Design and Survey, Inc. in an amount of \$1,173,084 to execute all Phase 1 Tasks for the Hueneme Road Recycled Water Pipeline Phase 2.
2. Approve the attached special budget appropriation (SBA) to transfer \$700,000 from the AWPf Storm Water Treatment Phase 1 project to the Hueneme Road Recycled Water Pipeline Phase 2 project.

DISCUSSION

The Hueneme Road Recycled Water Pipeline Project is a planned component of the Groundwater Recovery Enhancement and Treatment (GREAT) Program that will provide recycled water from the Advanced Water Purification Facility to many of the initial customers. Phase 1 of the Hueneme Road Recycled Water Pipeline Project is complete and extends to Olds Road. Phase 2A will extend this line on Hueneme Road from Olds Road to Wood Road.

The Consultant will complete the Phase 1 Tasks including: Department of Public Health (DPH) Permit Processing; design of an interim water delivery system between the AWPf and PVCWD's Wood Road turnout using a temporary connection to Calleguas Municipal Water District's (CMWD's) existing Salinity Management Pipeline (SMP); and preliminary engineering and easements for the permanent pipeline.

The City has submitted a grant application to the United States Department of Agriculture for the pipeline.

Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2 (Agreement No. A-7669)

July 16, 2014

Page 2

On May 22, 2013, the City's Purchasing Division and Water Resources Division sent out a competitive Request for Proposals (RFP). The RFP was published in the Ventura County Star, posted on the City's website and mailed to thirteen (13) known firms who provide this type of service. Following a mandatory pre-proposal meeting, five (5) firms responded with proposals. Upon review of the proposals, Jensen Design and Survey, Inc. was selected as the most qualified to perform the work.

Staff is presenting the complete scope of work that is anticipated under this solicitation for services with their anticipated costs. The services are presented in phases. Phase 1 Tasks are for the preliminary services needed prior to the final design, permitting and construction services. Staff recommends Council approve the Phase 1 scope of services in the amount of \$1,173,084. Staff will return to Council with an amendment for the remaining scope of services at an appropriate time in the future.

FINANCIAL IMPACT

Funds in the amount of \$576,000 are available in the Hueneme Road Recycled Water Pipeline Phase 2 project. An additional \$700,000 is recommended for transfer from the AWPFS Storm Water Treatment Phase 1 project (leaving \$1,800,000) which has not yet started. The recommended SBA will provide for the Phase 1 costs as well as City staff and contingency requirements.

Attachment #1 - Agreement No. A-7669

#2 - Special Budget Appropriation

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of July, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Jensen Design & Survey, Inc. ("Consultant").

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Neil Barnsdale, Senior Civil Engineer as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 29, 2014, and expire on December 31, 2015.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant

in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$1,173,084 for Phase I services provided under this Agreement at hourly rates described in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to

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

20. Confidentiality of Information

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

21. Indemnity

(a) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that the liability or liabilities, in whole or in part, do not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subcontractors.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this

Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.”

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Jensen Design and Survey, Inc., 1672 Donlon Street, Ventura, CA 93003, Attention: Neil Barnsdale, Senior Civil Engineer.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, California 93030, Attention: Daniel Rydberg, Interim Water Resources Manager.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Donald Jensen, CEO
Jensen Design & Survey, Inc.

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Daniel Rydberg, Utilities and Engineering Manager

EXHIBIT A SCOPE OF SERVICES

TASK 0 OVERALL PROJECT MANAGEMENT –

Phase 1 - \$193,200

Future Phases - \$579,600

- 0.1 Project Management** – The scope of work for project management includes the following:
- 0.1.1. Coordination and Management of Subconsultants – The project team and all subconsultants will be led by the Consultant's project manager. The project manager will serve as the City's primary point of contact and will be responsible for managing, controlling, scheduling, tracking, projecting and reporting Consultant's progress.
 - 0.1.2. Quality Assurance/ Quality Control (QA/QC) Measures – The project manager will implement established QA/QC measures throughout the project. Internal quality control reviews will be completed prior to submittals being delivered to the City. Each resubmittal made to the City will include an annotated "Response to Comments" table to address the City's review comments. QA/QC documentation will be maintained on file and presented to the City upon request.
 - 0.1.3. Recycled Water (RW) Customer Coordination - Coordination with proposed RW customers regarding project schedule and progress.
 - 0.1.4. Project Coordination Meetings – The project manager will facilitate monthly project coordination meetings with City staff and key members of the design team, including subconsultants. Prepare meeting agendas, meeting minutes, and maintain a log of action items that will be reviewed at each progress meeting.
 - 0.1.5. Monthly Progress Reports – Preparation of monthly progress reports summarizing work completed during the month, anticipated work the following month, outstanding issues that require resolution, and key project milestones.

TASK 1.0 - DEPARTMENT OF PUBLIC HEALTH (DPH) PERMITTING

Phase 1 - \$166,240

- 1.1 DPH Engineer's Report & Site Plans** - Preparation of the Engineer's Report for submittal and processing with the Department of Public Health, as required for connection of Pleasant Valley County Water District's (PVCWD's) non-domestic water system to the City's recycled water system. One comprehensive report will cover all users (111 meters) in the PVCWD service area. Up to four additional reports will be prepared for four additional City-identified users located outside of the PVCWD service boundary. The United Water Conservation District (UWCD) Pumping Trough Pipeline (PTP) service area is not currently included. Preparation of an informational handout for

customers explaining the service connection and permitting process. Meetings and coordination with DPH.

TASK 2.0 - INTERIM WATER DELIVERY FACILITIES

Phase 1 - \$319,750

2.1 Engineering Research & Preliminary Design

- 2.1.1 Perform an Engineering Analysis to develop a temporary recycled water delivery system between the Advanced Water Purification Facility (AWPF) and PVCWD's Wood Road turnout. Options will include a temporary above-ground pipeline and a temporary connection to Calleguas Municipal Water District's (CMWD's) existing Salinity Management Pipeline (SMP).
- 2.1.2 Coordination and Meetings with CMWD.
- 2.1.3 Model the Temporary Recycled Water Conveyance System (including the SMP) to identify operational scenarios and the anticipated range of water quality outcomes at the Wood Road point-of-delivery. This analysis will be based on discharge water quality information provided by Camrosa Water District and the AWPF water quality information provided by the City. Prepare a technical memorandum summarizing the results of the modeling described above. The primary issues to be discussed in the technical memorandum include system hydraulics, operational scenarios, and water quality.
- 2.1.4 Recommendation for and Justification of the most cost-effective conveyance route and method to temporarily deliver recycled water. Criteria for the selection of method will be cost, water quality, liability, permitting issues, concerns of CMWD, and the City's ability to deliver acceptable water to PVCWD.

2.2 Final Design and Construction Drawings - Construction drawings will be prepared for the proposed temporary facilities including piping and connection details to CMWD facilities. The base/topo for these drawings high-resolution aerial photography provided by the City and the existing CMWD SMP drawings. Adequate detail will be provided on the drawings to obtain competitive bids for construction of the temporary facilities.

2.3 Procurement/Bidding Assistance

- 2.3.1 Prepare procurement documents including Invitation to Bid, Instructions to Bidders, Bid Forms, and facilitate a pre-bid meeting.
- 2.3.2 Respond to bidder's questions.
- 2.3.3 Prepare and distribute addenda.
- 2.3.4 Review bids and make a recommendation for award.

2.4 Construction Management & Inspection Allowance – An allowance has been provided for construction management and inspection based on a four (4) month construction phase.

2.5 Coordination with the City's Public Information Officer

**TASK 3.0 - PRELIMINARY ENGINEERING & PROPERTY ACQUISITION
(PIPELINE SEGMENT "A" - HUENEME ROAD, FROM OLDS ROAD.
TO WOOD ROAD)
Phase 1 - \$493,894**

3.1 California Environmental Quality Act (CEQA) Compliance Update (Project Specific EIR Addendum)

- 3.1.1. Preparation of a legally defensible Addendum Environmental Impact Report (EIR) - Utilizing the City's current CEQA Initial Study checklist to assess the appropriateness of an Addendum EIR, taking into consideration changes in the project, physical site conditions and regulatory environment since the 2004 EIR was certified (note that there is no required format for an Addendum EIR, which can be prepared in a narrative format and will be based on CEQA work completed previously by others).
- 3.1.2. Site Reconnaissance with respect to changes in regulatory requirements since the 2004 EIR.
- 3.1.3. Biological Resource Technical Memorandum addressing the pipeline alignment drainage crossings, agricultural encroachments, permitting requirements and mitigation monitoring measures.
- 3.1.4. Cultural Resources Technical Memorandum addressing the pipeline alignment segments that were not covered in the 2004 EIR.
- 3.1.5. Evaluation of recent changes in County and State drainage and water quality regulations. Evaluation of recent changes in Air Quality Management District (AQMD) guidelines including Greenhouse Gas Emissions. Evaluation of biological resources (excludes a formal CEQA biological resources assessment or focused surveys).
- 3.1.6. Identification of Required EIR Modifications, where appropriate, for Final EIR mitigation measures (excludes errata for or republication of the original Draft or Final EIR).
- 3.1.7. Preparation of Revised Findings and an updated Mitigation Monitoring and Reporting Program or other conditions noted in the Addendum EIR.
- 3.1.8. Attendance at Public Hearings to answer questions.

3.1.9. Preparation of a Draft Notice of Determination.

3.1.10. Bi-Weekly (every two weeks) Conference Calls with City staff to discuss pending environmental issues.

3.2. Geotechnical Investigation & Report

3.2.1. Field Exploration - Drill 10 holes and 10 cone penetrometer tests (CPT's) to depths between 15 and 50 feet along the proposed alignment.

3.2.2. Drill Holes will be sampled at 2.5- to 5-foot intervals and field tested using a photo-ionization detector for evidence of gassy soil conditions in accordance with Caltrans requirements.

3.2.3. Piezometers will be installed at selected locations to monitor groundwater fluctuations, sample water quality for National Pollutant Discharge Elimination System (NPDES) permitting and to estimate dewatering requirements.

3.2.4. Laboratory testing of selected drilling samples to evaluate soil conditions.

3.2.5. Preparation of a geotechnical report to summarize the findings, including field and laboratory data, soils properties, groundwater conditions, and geotechnical design recommendations.

3.3. Aerial Photogrammetry, Mapping, Utility Research - Aerial color stereo photography and digital ortho-rectified imagery will be provided for the proposed pipeline alignment. The deliverable will be 40-scale base mapping of the proposed alignment, including topographic surface features, aerial photographic background, and existing above-ground utility data.

3.4. Utility Research

3.4.1. Contact Dig Alert to obtain a list of registered utility companies within the project vicinity.

3.4.2. Contact Registered Utility Companies and request plans and maps. Maintain a file of documents collected from utility companies.

3.4.3. Add Utility Information to Base Maps - The deliverable for this task is a 40-scale base map illustrating all known underground utility data.

3.4.4. Utility Company Verification - Preliminary project drawings will be sent to utility companies requesting their concurrence with the accuracy of utilities illustrated on the preliminary drawings.

- 3.4.5. Meet with Utility Companies to discuss the project and identify clearance and/or crossing requirements.

3.5. Construction Traffic Mitigation Study

- 3.5.1. Review existing documentation provided by the City and County including reports, studies and improvements plans (street, traffic signals, signing/striping), aerial photographs and other applicable information.
- 3.5.2. Perform a staged construction/traffic handling study for the limits of the project; identify traffic impacts, proposed detours and other mitigation measures.
- 3.5.3. Deliverable: Traffic study technical memorandum.

3.6. Pipeline Alignment Evaluation

- 3.6.1. Alternative alignments along the specified corridor will be identified, including an evaluation of public Right-of-Way (ROW) and private easement alignments.
- 3.6.2. Prepare cost estimates for the various alignment options.
- 3.6.3. Alignment Evaluation - The alternative alignments and construction methods will be evaluated, compared, scored and ranked.
- 3.6.4. Deliverable: Technical Memorandum presenting the various alignments, construction methods and costs.

- 3.7. **Customer Facilities Analysis** – The pressure, flow and water quality delivery requirements of potential customers will be summarized.

3.8. Corrosion/Cathodic Protection Study

- 3.8.1. Perform soil resistivity testing and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil.
- 3.8.2. Perform an evaluation of corrosion potential, and make recommendations for pipeline materials and corrosion prevention.
- 3.8.3. Deliverable: Corrosion/cathodic protection report, design drawings and specifications.

3.9. Field Survey (horizontal & vertical control, aerial support, and supplemental ground survey)

- 3.9.1. Establish horizontal and vertical control.

- 3.9.2. Set control targets for aerial photogrammetry and mapping.
- 3.9.3. Provide supplemental field survey where additional detail is required.

3.10. Pipeline Materials evaluation

- 3.10.1. Evaluate the Suitability of Various Pipeline Materials, including cement mortar lined and coated (CML&C) steel pipe, high density polyethylene (HDPE) pipe, polyvinyl chloride (PVC) pipe, and ductile iron pipe (DIP).
- 3.10.2. Prepare comparative cost estimates for the various pipeline materials.
- 3.10.3. Deliverable: Technical Memorandum evaluating alternative pipeline materials.

3.11. System Hydraulics Analysis

- 3.11.1. Evaluate and analyze the system hydraulics related to the Hueneme Road pipeline including AWPf operational scenarios and customer turnout requirements.
- 3.11.2. Deliverable: System Hydraulics Technical Memorandum, which summarizes the analysis, findings and recommendations.

3.12. Surge Analysis & Report

- 3.12.1. Prepare a computer model to emulate the pressure surges generated by the AWPf pump station that will propagate throughout the Hueneme Road pipeline, including simulations for startup and power failure. An evaluation of the customer-owned systems downstream of the customer points-of-connection is not included in this analysis.
- 3.12.2. Identify potential surge mitigation facilities (if required) such as surge tanks, standpipes, pressure relief valves, and/or air and vacuum valves.
- 3.12.3. Deliverable: Surge Analysis Technical Memorandum.

3.13. Grant Opportunity Research

- 3.13.1. Research and assess potential grant opportunities that match potential funding opportunities with the proposed project.
- 3.13.2. Deliverable: Grant Funding Opportunities Technical Memorandum.
- 3.13.3. Completion of a grant application package and preparation of supporting documentation.

3.14. Electrical & instrumentation Research

- 3.14.1. Research and review information provided by the City regarding existing operations and control systems.
- 3.14.2. Preliminary Design - Develop a plan to integrate the proposed facilities into existing control systems.
- 3.14.3. Deliverable: Electrical, Instrumentation and Telemetry Technical Memorandum.

3.15. Property and Easement Acquisition - For purposes of preparing a budget for this task, it is assumed there will be no more than 10 parcels affected for this segment of pipeline and authorization will be provided to proceed with all 10 parcels concurrently. It is assumed that the authorization to proceed on appraisals will occur in 2014 and acquisitions will be completed within 12 months from said notice to proceed. The City will be responsible for payment to property owners for the agreed-upon compensation payments and transactional closing costs. The City will be asked to approve preliminary offer packages prior to formal offer and signature authorizations. The City will execute and return all accepted agreement and deed documents for transaction processing and completion. The City is responsible for any legal counsel it deems necessary to review and approve right-of-way acquisition documents or eminent domain proceedings. This task includes the following activities:

- 3.15.1. Title Reports
- 3.15.2. Mapping Exhibits/Legal Descriptions
- 3.15.3. Property Appraisals
- 3.15.4. Property Negotiations
- 3.15.5. Condemnation Support
- 3.15.6. Property Acquisition

TASK 4.0 - FINAL DESIGN & PERMITTING (PIPELINE SEGMENT A)

Future Phase - \$538,190

4.1. Construction Drawings

- 4.1.1. Prepare Pipeline Plan and Profile Drawings (dual plan views on each sheet – one with photo strip and one with topographic strip). Status submittals to be made to the City for review at 50%, 75%, 90% and 100% levels of completion. Traffic Control Plans to accompany 90% and 100% submittals only.
- 4.1.2. Design Service Turnouts for customer points-of-connection. It is assumed that Consultant will be responsible for the design and permitting of facilities up to the

customer's point-of-connection, and the customer will be responsible for the design and permitting of facilities beyond the point-of-connection. Turnouts will have instrumentation and control that will be integrated into the City's existing Supervisory Control and Data Acquisition (SCADA) system.

4.2. Technical Specifications (Project Manual)

- 4.2.1. Bidding Documents, Contract Documents and Technical Specifications will be prepared based on standards identified by the Engineers Joint Contract Documents Committee (EJCDC) and the Construction Specifications Institute (CSI).
- 4.2.2. Procurement Documents (Notice Inviting Bids, Instructions to Bidders, Bid Forms) and Contract Documents (Agreement, Bond Forms, General Conditions, Supplemental Conditions) to be based on standard documents prepared by Engineers Joint Construction Documents Committee (EJCDC).
- 4.2.3. Technical Specifications will be prepared based on CSI Master Format Divisions. Status submittals for City review at 50% (contract documents and outline specification for technical sections), 75% (bid documents without quantities, contract documents, Division 1, outline technical specifications), 90% & 100% (bid documents with quantities, contract documents, Divisions 1 and technical specifications).
- 4.3. **Pothole Existing Utilities** - Pothole existing utility crossings that may impact the design intent and/or construction cost. The budget is based on not more than 100 potholes. A licensed and insured general contractor will execute fieldwork for this task. The contractor will obtain encroachment permits as necessary, prepare traffic control plans and provide traffic control in accordance with the encroachment permit. An excavation will be made at identified locations to expose the utility or substructure and the following information will be documented: depth to top and bottom, diameter or other dimensions, material, and condition. This data, along with a color photograph of the exposed utility will be compiled in a detailed report and submitted to the City.
- 4.4. **Constructability Reviews** - Review of the drawings and specifications by at least one local pipeline contractor. Value engineering analysis to reduce project construction costs and reduce risk of potential change orders.
- 4.5. **Construction Dewatering Design** - Design of dewatering facilities to be included in the contract documents. Based on the geotechnical engineer recommendations and the design-phase water quality testing, Consultant will determine the required quantity and location of well points, pumping conditions, power requirements, treatment requirements (if any), conveyance piping system and point of discharge.

4.6. Geotechnical Baseline Report - A geotechnical baseline report will be prepared for inclusion with the contract documents. The report will be prepared in accordance with the guidelines published by the American Society of Civil Engineers (ASCE) Technical Committee of Geotechnical Reports. The report will establish geotechnical baseline conditions that bidders can use as a basis for their bids. The contract documents will specify how price and payment adjustments will be made in the event that changed conditions are encountered.

4.7. Permits and Approvals

- 4.7.1. Ventura County Watershed Protection District Encroachment Permit
- 4.7.2. County of Ventura Transportation Encroachment Permit
- 4.7.3. California Department of Public Health Coordination and Approvals
- 4.7.4. Regional Water Quality Control Board, NPDES Dewatering Discharge Permit
- 4.7.5. Ventura County Railroad Encroachment/Traffic Permit
- 4.7.6. State Water Resources Control Board, Stormwater Pollution Prevention Plans (SWPPP)
- 4.7.7. Oxnard Drainage District #2 Discharge Permit
- 4.7.8. Cal-OSHA Department of Industrial Relations Tunneling Permit
- 4.7.9. Southern California Edison Encroachment Permit
- 4.7.10. Caltrans District 7 Encroachment Permit
- 4.7.11. Department of the Navy (NAVFAC) Encroachment Permit

TASK 5.0 - CONSTRUCTION SUPPORT SERVICES (PIPELINE SEGMENT A)
Future Phase \$726,730

- 5.1** Review and Coordination of Procurement Documents
- 5.2** Respond to Bidder's Questions
- 5.3** Prepare Addenda to Procurement & Contract Documents
- 5.4** Review Bids/Recommendation for Award
- 5.5** Review Shop Drawings and Contractor Submittals
- 5.6** Respond to Contractor's Requests for Interpretation (RFI)
- 5.7** Change Order Evaluation and Recommendations
- 5.8** Witness Pre-Startup System Tests
- 5.9** Record Drawings

- 5.10 Develop and Implement a Quality Management Plan
- 5.11 Facilitate Weekly Construction Progress Meetings
- 5.12 Evaluate Contractor Claims and make Recommendations for Resolution
- 5.13 Compliance Inspections During Construction
- 5.14 Establish and Maintain Document Management System
- 5.15 Progress Payment Processing
- 5.16 Technical Interpretation of the Drawings and Specifications
- 5.17 Provide Daily Inspection Reports
- 5.18 Geotechnical/ Materials Testing
- 5.19 Environmental Support/CEQA Verification During Construction
- 5.20 Property Acquisition Construction Support Services
- 5.21 Survey and Construction Staking
- 5.22 Coordinate with the City's Public Information Officer
- 5.23 Community Outreach and Coordination
- 5.24 Punch List Coordination and Oversight
- 5.25 SWPPP Monitoring During Construction
- 5.26 Project Close-Out Activities
- 5.27 Project File Organization and Delivery to the City
- 5.28 Facilitate a Post-Project Quality Management Process Review Workshop

TASK 6.0 - PIPELINE SEGMENT B – DESIGN & CONSTRUCTION SUPPORT
(Hueneme Road & Laguna Road, from Wood Rd. to PVCWD POC at Las
Posas Rd.)
 Future Phase - \$1,743,725

6.1 Preliminary Engineering (Pipeline Segment B)

- 6.1.1. California Environmental Quality Act (CEQA) Compliance Update (Project Specific EIR Addendum)
 - Preparation of a legally defensible Addendum Environmental Impact Report (EIR) - Utilizing the City's current CEQA Initial Study checklist to assess the appropriateness of an Addendum EIR, taking into consideration changes in the project, physical site conditions and regulatory environment since the 2004 EIR was certified (note that there is no required format for an Addendum EIR, which can be prepared in a narrative format and will be based on CEQA work completed previously by others).
 - Site Reconnaissance with respect to changes in regulatory requirements since the 2004 EIR.
 - Biological Resource Technical Memorandum addressing the pipeline alignment drainage crossings, agricultural encroachments, permitting requirements and mitigation monitoring measures.

- Cultural Resources Technical Memorandum addressing the pipeline alignment segments that were not covered in the 2004 EIR.
- Evaluation of recent changes in County and State drainage and water quality regulations. Evaluation of recent changes in AQMD guidelines including Greenhouse Gas Emissions. Evaluation of biological resources (excludes a formal CEQA biological resources assessment or focused surveys).
- Identification of Required EIR Modifications, where appropriate, for Final EIR mitigation measures (excludes errata for or republication of the original Draft or Final EIR).
- Preparation of Revised Findings and an updated Mitigation Monitoring and Reporting Program or other conditions noted in the Addendum EIR.
- Attendance at Public Hearings to answer questions.
- Preparation of a Draft Notice of Determination.
- Bi-Weekly (every two weeks) Conference Calls with City staff to discuss pending environmental issues.

6.1.2. Geotechnical Investigation & Report

- Field Exploration - Drill 10 holes and 10 cone penetrometer tests (CPT's) to depths between 15 and 50 feet along the proposed alignment.
- Drill Holes will be Sampled at 2.5- to 5-foot intervals and field tested using a photo-ionization detector for evidence of gassy soil conditions in accordance with Caltrans requirements.
- Piezometers will be installed at selected locations to monitor groundwater fluctuations, sample water quality for NPDES permitting and to estimate dewatering requirements.
- Laboratory Testing on selected drilling samples to evaluate soil conditions.
- Preparation of a Geotechnical Report to summarize the findings, including field and laboratory data, soils properties, groundwater conditions, and geotechnical design recommendations.

6.1.3. Aerial Photogrammetry, Mapping, Utility Research - Aerial color stereo photography and digital ortho-rectified imagery will be provided for the proposed pipeline alignment. The deliverable will be 40-scale base mapping of the proposed alignment, including topographic surface features, aerial photographic background, and existing above-ground utility data.

6.1.4. Utility Research and Coordination

- Contact Dig Alert to obtain a list of registered utility companies within the project vicinity.
- Contact Registered Utility Companies and request plans and maps. Maintain a file of documents collected from utility companies.
- Add Utility Information to Base Maps - The deliverable for this task is a 40-scale base map illustrating all known underground utility data.
- Utility Company Verification - Preliminary project drawings will be sent to utility companies requesting their concurrence with the accuracy of utilities illustrated on the preliminary drawings.
- Meet with Utility Companies to discuss the project and identify clearance and/or crossing requirements.

6.1.5. Construction Traffic Mitigation Study

- Review Existing Documentation provided by the City and County including reports, studies and improvements plans (street, traffic signals, signing/striping), aerial photographs and other applicable information.
- Perform a Stage Construction/Traffic Handling Study for the limits of the project; identify traffic impacts, proposed detours and other mitigation measures.
- Deliverable: Traffic Study Technical Memorandum

6.1.6. Pipeline Alignment Evaluation

- Alternative Alignments along the specified corridor will be identified, including an evaluation of public ROW and private easement alignments.
- Cost Estimates for the various alignment options.
- Alignment Evaluation - The alternative alignments and construction methods will be evaluated, compared, scored and ranked.
- Deliverable: Technical memorandum presenting the various alignments, construction methods and costs.

6.1.7. Customer Facilities Analysis – Pressure, flow and water quality delivery requirements of potential customers will be summarized.

6.1.8. Corrosion/Cathodic Protection Study

- Soil Resistivity Testing and chemical analysis of chlorides, sulfates, pH and bicarbonates of the soil.

- Evaluation of Corrosion Potential, pipeline materials and corrosion prevention recommendations.
 - Deliverable: Corrosion Report and cathodic protection design drawings and specifications.
- 6.1.9. Field Survey (horizontal & vertical control, aerial support, and supplemental ground survey)
- Control - Establish horizontal and vertical control.
 - Set Control Targets for aerial photogrammetry and mapping.
 - Supplemental Field Survey - in addition to the aerial topographic mapping, where additional detail is required.
- 6.1.10. Pipeline Materials Evaluation
- Evaluate the Suitability of Various Pipeline Materials, including cement mortar lined and coated (CML&C) steel pipe, high density polyethylene (HDPE) pipe, polyvinyl chloride (PVC) pipe, and ductile iron pipe (DIP).
 - Prepare Comparative Cost Estimates for the various pipeline materials.
 - Deliverable: Technical Memorandum evaluating alternative pipeline materials.
- 6.1.11. System Hydraulics Analysis
- Evaluate and Analyze Hydraulics related to the Hueneme Road pipeline including AWPf operational scenarios and customer turnout requirements.
 - Deliverable: System Hydraulics Technical Memorandum summarizing the analysis, findings and recommendations.
- 6.1.12. Surge Analysis & Report
- Model Pressure Surges generated by the AWPf pump station that propagate throughout the Hueneme Road Recycled Water system. Evaluation of customer systems downstream of the customer point-of-connection is not included in this analysis. Perform simulations for startup and power failure at the AWPf pump station.
 - Identify surge mitigation facilities (if required) such as surge tanks, standpipes, pressure relief valves, and/or air and vacuum valves.
 - Deliverable: Surge Analysis Technical Memorandum.

6.1.13. Grant Opportunity Research

- Research to assess potential grant opportunities. Research to match potential funding opportunities with the proposed project.
- Deliverable: Grant Funding Opportunities Technical Memorandum.
- Completion of a Grant Application Package and supporting documentation.

6.1.14. Electrical & Instrumentation Research

- Research and Review of information provided by the City regarding existing operations and control systems.
- Preliminary Design - Develop a plan to integrate the proposed facilities into existing control systems.
- Deliverable: Electrical, Instrumentation and Telemetry Technical Memorandum.

6.2. Property and Easement Acquisition (Pipeline Segment B) - For purposes of preparing a budget for this task, it is assumed there will be no more than 10 parcels affected and authorization will be provided to proceed with all 10 parcels concurrently. It is assumed that authorization to proceed on appraisals will occur in 2014 and acquisitions will be completed within 12 months. The City will be responsible for payment to property owners for agreed upon compensation payments and transactional closing costs. The City will be asked to approve preliminary offer packages prior to formal offer and signature authorizations. The City will execute and return all accepted agreement and deed documents for transaction processing and completion. The City is responsible for any legal counsel it deems necessary to review and approve right-of-way acquisition contractual documents or to initiate any eminent domain actions. This task includes the following activities:

6.2.1. Title Reports

6.2.2. Mapping Exhibits/Legal Descriptions

6.2.3. Property Appraisals

6.2.4. Property Negotiations

6.2.5. Condemnation Support

6.2.6. Property Acquisition

6.3. Final Design, Drawings & Specifications (Pipeline Segment B)

6.3.1. Construction Drawings

- Prepare Pipeline Plan and Profile Drawings (dual plan views on each sheet – one with photo strip and one with topographic strip). Status submittals to be made to the City for review at 50%, 75%, 90% and 100% levels of completion. Traffic Control Plans to accompany 90% and 100% submittals only.
- Design Service Turnouts for customer points-of-connection. It is assumed that Consultant will be responsible for the design and permitting of facilities up to the customer's point-of-connection, and the customer will be responsible for the design and permitting of facilities beyond the point-of-connection. Turnouts will have instrumentation and control that will be integrated into the City's existing SCADA system.

6.3.2. Technical Specifications (Project Manual)

- Bidding Documents, Contract Documents and Technical Specifications will be prepared based on standards identified by the Engineers Joint Contract Documents Committee (EJCDC) and the Construction Specifications Institute (CSI).
- Procurement Documents (Notice Inviting Bids, Instructions to Bidders, Bid Forms) and Contract Documents (Agreement, Bond Forms, General Conditions, Supplemental Conditions) to be based on standard documents prepared by Engineers Joint Construction Documents Committee (EJCDC).
- Technical Specifications will be prepared based on CSI Master Format Divisions. Status submittals for City review at 50% (contract documents and outline specification for technical sections), 75% (bid documents without quantities, contract documents, Division 1, outline technical specifications), 90% & 100% (bid documents with quantities, contract documents, Divisions 1 and technical specifications).

- 6.3.3. Pothole Existing Utilities - Pothole existing utility crossings that may impact the design intent and/or construction cost. The budget is based on not more than 100 potholes. A licensed and insured general contractor will execute fieldwork for this task. The contractor will obtain encroachment permits as necessary, prepare traffic control plans and provide traffic control in accordance with the encroachment permit. An excavation will be made at identified locations to expose the utility or substructure and the following information will be documented: depth to top and bottom, diameter or other dimensions, material, and condition. This data, along with a color photograph of the exposed utility will be compiled in a detailed report and submitted to the City.

- 6.3.4. Constructability Reviews - Review of the drawings and specifications by at least one local pipeline contractor. Value engineering analysis to reduce project construction costs and reduce risk of potential change orders.
- 6.3.5. Construction Dewatering Design - Design of dewatering facilities to be included in the contract documents. Based on the geotechnical engineer recommendations and the design-phase water quality testing, Consultant will determine the required quantity and location of well points, pumping conditions, power requirements, treatment requirements (if any), conveyance piping system and point of discharge.
- 6.3.6. Geotechnical Baseline Report - A geotechnical baseline report will be prepared for inclusion with the contract documents. The report will be prepared in accordance with the guidelines published by the ASCE Technical Committee of Geotechnical Reports. The report will establish geotechnical baseline conditions that bidders can use as a basis of their bids. The contract documents will specify how price and payment adjustments will be made in the event that changed conditions are encountered.

6.4. Permits and Approvals (Pipeline Segment B)

- 6.4.1. Ventura County Watershed Protection District Encroachment Permit
- 6.4.2. County of Ventura Transportation Encroachment Permit
- 6.4.3. California Department of Public Health Coordination and Approvals
- 6.4.4. Regional Water Quality Control Board, NPDES Dewatering Discharge Permit
- 6.4.5. Ventura County Railroad Encroachment/Traffic Permit
- 6.4.6. State Water Resources Control Board, SWPPP
- 6.4.7. Oxnard Drainage District #2 Discharge Permit
- 6.4.8. Cal-OSHA Department of Industrial Relations Tunneling Permit
- 6.4.9. Southern California Edison Encroachment Permit
- 6.4.10. Caltrans District 7 Encroachment Permit

6.5. Construction Support (Pipeline Segment B)

- 6.5.1. Review and Coordination of Procurement Documents
- 6.5.2. Respond to Bidder's Questions

- 6.5.3. Prepare Addenda to Procurement & Contract Documents
- 6.5.4. Review Bids and make Recommendation for Award
- 6.5.5. Review Shop Drawings and Contractor Submittals
- 6.5.6. Respond to Contractor's Requests for Information (RFI)
- 6.5.7. Evaluate and make Recommendations Regarding Change Orders
- 6.5.8. Witness Pre-Startup System Tests
- 6.5.9. Oversee Contractor's Preparation of As-Built Drawings and Prepare Record Drawings
- 6.5.10. Develop and Implement a Quality Management Plan
- 6.5.11. Facilitate Weekly Construction Progress Meetings
- 6.5.12. Evaluate Contractor Claims and make Recommendations for Resolution
- 6.5.13. Provide full-time Compliance Inspections During Construction
- 6.5.14. Establish and Maintain an internet-based Document Management System
- 6.5.15. Review and Approved Monthly Contractor Progress Payment Requests
- 6.5.16. Provide Technical Interpretation of the Contract Documents
- 6.5.17. Provide Inspection Daily Reports
- 6.5.18. Geotechnical/ Materials Testing
- 6.5.19. Environmental Support/CEQA Verification During Construction
- 6.5.20. Property Acquisition Construction Support Services
- 6.5.21. Survey and Construction Staking
- 6.5.22. Coordinate with the City's Public Information Officer
- 6.5.23. Construction Phase Community Outreach and Coordination
- 6.5.24. Punch List Coordination and Oversight
- 6.5.25. SWPPP Monitoring During Construction

6.5.26. Project Close-Out Activities

6.5.27. Project File Organization and Delivery to the City

6.5.28. Facilitate a Post-Project Quality Management Process Review Workshop

TASK 7.0 PIPELINE SEGMENT C – DESIGN & CONSTRUCTION SERVICES
(Laguna Road and Rose Avenue, from PVCWD POC to Hueneme Rd.)
Future Phase - \$1,767,795

7.1 Preliminary Engineering (Pipeline Segment C)

7.1.1. California Environmental Quality Act (CEQA) Compliance Update (Project Specific EIR Addendum)

- Preparation of a legally defensible Addendum Environmental Impact Report (EIR) - Utilizing the City's current CEQA Initial Study checklist to assess the appropriateness of an Addendum EIR, taking into consideration changes in the project, physical site conditions and regulatory environment since the 2004 EIR was certified (note that there is no required format for an Addendum EIR, which can be prepared in a narrative format and will be based on CEQA work completed previously by others).
- Site Reconnaissance with respect to changes in regulatory requirements since the 2004 EIR.
- Biological Resource Technical Memorandum addressing the pipeline alignment drainage crossings, agricultural encroachments, permitting requirements and mitigation monitoring measures.
- Cultural Resources Technical Memorandum addressing the pipeline alignment segments that were not covered in the 2004 EIR.
- Evaluation of recent changes in County and State drainage and water quality regulations. Evaluation of recent changes in AQMD guidelines including Greenhouse Gas Emissions. Evaluation of biological resources (excludes a formal CEQA biological resources assessment or focused surveys).
- Identification of Required EIR Modifications, where appropriate, for Final EIR mitigation measures (excludes errata for or republication of the original Draft or Final EIR).
- Preparation of Revised Findings and an updated Mitigation Monitoring and Reporting Program or other conditions noted in the Addendum EIR.
- Attendance at Public Hearings to answer questions.
- Preparation of a Draft Notice of Determination.

- Bi-Weekly (every two weeks) Conference Calls with City staff to discuss pending environmental issues.

7.1.2. Geotechnical Investigation & Report

- Field Exploration - Drill 10 holes and 10 cone penetrometer tests (CPT's) to depths between 15 and 50 feet along the proposed alignment.
- Drill Holes will be Sampled at 2.5- to 5-foot intervals and field tested using a photo-ionization detector for evidence of gassy soil conditions in accordance with Caltrans requirements.
- Piezometers will be installed at selected locations to monitor groundwater fluctuations, sample water quality for NPDES permitting and to estimate dewatering requirements.
- Laboratory Testing on selected drilling samples to evaluate soil conditions.
- Preparation of a Geotechnical Report to summarize the findings, including field and laboratory data, soils properties, groundwater conditions, and geotechnical design recommendations.

7.1.3. Aerial Photogrammetry, Mapping, Utility Research - Aerial color stereo photography and digital ortho-rectified imagery will be provided for the proposed pipeline alignment. The deliverable will be 40-scale base mapping of the proposed alignment, including topographic surface features, aerial photographic background, and existing above-ground utility data.

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- Contact Dig Alert to obtain a list of registered utility companies within the project vicinity.
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- Add Utility Information to Base Maps - The deliverable for this task is a 40-scale base map illustrating all known underground utility data.
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- Perform a Stage Construction/Traffic Handling Study for the limits of the project; identify traffic impacts, proposed detours and other mitigation measures.
- Deliverable: Traffic Study Technical Memorandum

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- Alternative Alignments along the specified corridor will be identified, including an evaluation of public ROW and private easement alignments.
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7.1.9. Field Survey (horizontal & vertical control, aerial support, and supplemental ground survey)

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- Research and Review of information provided by the City regarding existing operations and control systems.
- Preliminary Design - Develop a plan to integrate the proposed facilities into existing control systems.
- Deliverable: Electrical, Instrumentation and Telemetry Technical Memorandum.

7.2. Property and Easement Acquisition (Pipeline Segment C) - For purposes of preparing a budget for this task, it is assumed there will be no more than 10 parcels affected and authorization will be provided to proceed with all 10 parcels concurrently. It is assumed that authorization to proceed on appraisals will occur in 2014 and acquisitions will be completed within 12 months. The City will be responsible for payment to property owners for agreed upon compensation payments and transactional closing costs. The City will be asked to approve preliminary offer packages prior to formal offer and signature authorizations. The City will execute and return all accepted agreement and deed documents for transaction processing and completion. The City is responsible for any legal counsel it deems necessary to review and approve right-of-way acquisition contractual documents or to initiate any eminent domain actions. This task includes the following activities:

7.2.1. Title Reports

7.2.2. Mapping Exhibits/Legal Descriptions

7.2.3. Property Appraisals

7.2.4. Property Negotiations

7.2.5. Condemnation Support

7.2.6. Property Acquisition

7.3. Final Design, Drawings & Specifications (Pipeline Segment C)

7.3.1. Construction Drawings

- Prepare Pipeline Plan and Profile Drawings (dual plan views on each sheet – one with photo strip and one with topographic strip). Status submittals to be made to the City for review at 50%, 75%, 90% and 100% levels of completion. Traffic Control Plans to accompany 90% and 100% submittals only.
- Design Service Turnouts for customer points-of-connection. It is assumed that Consultant will be responsible for the design and permitting of facilities up to the customer's point-of-connection, and the customer will be responsible for the design and permitting of facilities beyond the point-of-connection. Turnouts will have instrumentation and control that will be integrated into the City's existing SCADA system.

7.3.2. Technical Specifications (Project Manual)

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- Technical Specifications will be prepared based on CSI Master Format Divisions. Status submittals for City review at 50% (contract documents and outline specification for technical sections), 75% (bid documents without quantities, contract documents, Division 1, outline technical specifications), 90% & 100% (bid documents with quantities, contract documents, Divisions 1 and technical specifications).

7.3.3. Pothole Existing Utilities - Pothole existing utility crossings that may impact the design intent and/or construction cost. The budget is based on not more than 100 potholes. A licensed and insured general contractor will execute fieldwork for this task. The contractor will obtain encroachment permits as necessary, prepare traffic control plans and provide traffic control in accordance with the encroachment permit. An excavation will be made at identified locations to expose the utility or substructure and the following information will be documented: depth to top and bottom, diameter or other dimensions, material, and condition. This data, along with a color photograph of the exposed utility will be compiled in a detailed report and submitted to the City.

7.3.4. Constructability Reviews - Review of the drawings and specifications by at least one local pipeline contractor. Value engineering analysis to reduce project construction costs and reduce risk of potential change orders.

7.3.5. Construction Dewatering Design - Design of dewatering facilities to be included in the contract documents. Based on the geotechnical engineer recommendations and the design-phase water quality testing, we will determine the required quantity and location of well points, pumping conditions, power requirements, treatment requirements (if any), conveyance piping system and point of discharge.

7.3.6. Geotechnical Baseline Report - A geotechnical baseline report will be prepared for inclusion with the contract documents. The report will be prepared in accordance with the guidelines published by the ASCE Technical Committee of Geotechnical Reports. The report will establish geotechnical baseline conditions that bidders can use as a basis

of their bids. The contract documents will specify how price and payment adjustments will be made in the event that changed conditions are encountered.

7.4. Permits and Approvals (Pipeline Segment C)

- 7.4.1. Ventura County Watershed Protection District Encroachment Permit
- 7.4.2. County of Ventura Transportation Encroachment Permit
- 7.4.3. California Department of Public Health Coordination and Approvals
- 7.4.4. Regional Water Quality Control Board, NPDES Dewatering Discharge Permit
- 7.4.5. Ventura County Railroad Encroachment/Traffic Permit
- 7.4.6. State Water Resources Control Board, SWPPP
- 7.4.7. Oxnard Drainage District #2 Discharge Permit
- 7.4.8. Cal-OSHA Department of Industrial Relations Tunneling Permit
- 7.4.9. Southern California Edison Encroachment Permit
- 7.4.10. Caltrans District 7 Encroachment Permit

7.5. Construction Support (Pipeline Segment C)

- 7.5.1. Review and Coordination of Procurement Documents
- 7.5.2. Respond to Bidder's Questions
- 7.5.3. Prepare Addenda to Procurement & Contract Documents
- 7.5.4. Review Bids and make Recommendation for Award
- 7.5.5. Review Shop Drawings and Contractor Submittals
- 7.5.6. Respond to Contractor's Requests for Information (RFI)
- 7.5.7. Evaluate and make Recommendations Regarding Change Orders
- 7.5.8. Witness Pre-Startup System Tests
- 7.5.9. Oversee Contractor's Preparation of As-Built Drawings and Prepare Record Drawings
- 7.5.10. Develop and Implement a Quality Management Plan

- 7.5.11. Facilitate Weekly Construction Progress Meetings
- 7.5.12. Evaluate Contractor Claims and make Recommendations for Resolution
- 7.5.13. Provide full-time Compliance Inspections During Construction
- 7.5.14. Establish and Maintain an internet-based Document Management System
- 7.5.15. Review and Approved Monthly Contractor Progress Payment Requests
- 7.5.16. Provide Technical Interpretation of the Contract Documents
- 7.5.17. Provide Inspection Daily Reports
- 7.5.18. Geotechnical/ Materials Testing
- 7.5.19. Environmental Support/CEQA Verification During Construction
- 7.5.20. Property Acquisition Construction Support Services
- 7.5.21. Survey and Construction Staking
- 7.5.22. Coordinate with the City's Public Information Officer
- 7.5.23. Construction Phase Community Outreach and Coordination
- 7.5.24. Punch List Coordination and Oversight
- 7.5.25. SWPPP Monitoring During Construction
- 7.5.26. Project Close-Out Activities
- 7.5.27. Project File Organization and Delivery to the City
- 7.5.28. Facilitate a Post-Project Quality Management Process Review Workshop

TASK 8.0 ASR WELL EQUIPPING

Future Phase - \$231,138

- 8.1. Engineering Research, Mapping, Preliminary Design** - Base mapping and preliminary design for the equipping of an injection and extraction well.
- 8.2. Final Design and Construction Drawings** - Preparation of construction drawings including civil, mechanical, and electrical sheets to equip one well. It is assumed that a

pre-engineered and fabricated building will be incorporated into the facility; therefore, architectural design of an above-ground structure is not included in the budget.

8.3. Procurement/ Bidding Assistance

8.4. Construction Management & Inspection Allowance - Construction duration is assumed to be two months.

8.5. Coordination with the City's Public Information Officer

8.6. State Water Resources Control Board, SWPPP

TASK 9.0 TEMPORARY 22" RECYCLED WATER PIPELINE TO RECHARGE BASIN
Future Phase - \$145,413

9.1. Engineering Research, Mapping, Preliminary Design - Base mapping and preliminary design for a temporary, above-ground pipeline utilizing 22" HDPE pipe that will be provided by the City.

9.2. Final Design and Construction Drawings - Preparation of construction plans, including civil and mechanical drawings for a 6,000 waterline.

9.3. Procurement/ Bidding Assistance

9.4. Construction Management & Inspection Allowance - Construction duration is assumed to be one month.

9.5. Coordination with the City's Public Information Officer

9.6. Ventura County Watershed Protection District Encroachment Permit

9.7. State Water Resources Control Board, SWPPP

**EXHIBIT B
SCHEDULE**
CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

			2014												2015												2016												2017												2018	
Task	Sub Task	Description	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB						
0. PROJECT MANAGEMENT																																																				
1. DEPARTMENT OF PUBLIC HEALTH PERMITTING																																																				
1.1		DPH Engineer's Report & Site Plans																																																		
		DPH Review and Approval																																																		
2. INTERIM WATER DELIVERY FACILITIES																																																				
2.1		Engineering Research & Prelim Design																																																		
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3. PRELIMINARY ENGINEERING & PROPERTY ACQUISITION (Pipeline Segment A - Hueneme Road, from Olds Rd. to Wood Rd.)																																																				
3.1		CEQA Compliance Update (EIR Addendum)																																																		
3.2		Geotechnical Investigation & Report																																																		
3.3		Aerial Photogrammetry, Mapping, Util Research																																																		
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3.15.5		Condemnation, if required																																																		
3.15.6		Property Acquisition																																																		
4. FINAL DESIGN & PERMITTING (Pipeline Segment A)																																																				
4.1		Construction Drawings																																																		
4.2		Technical Specifications (Project Manual)																																																		
4.3		Polish Existing Utilities																																																		
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5. CONSTRUCTION SUPPORT SERVICES (Pipeline Segment A)</																																																				

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**EXHIBIT B
SCHEDULE**
CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

			2014					2015					2016					2017					2018											
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	7.5.2	Respond to Bidder's Questions																																
	7.5.3	Addenda to Procurement Documents																																
	7.5.4	Review Bids, Recommendation of Award																																
	7.5.5	Shop Drawings and Submittals Review																																
	7.5.6	Respond to Requests For Information																																
	7.5.7	Change Order Evaluation																																
	7.5.8	Witness of System Tests																																
	7.5.9	Record Drawings																																
	7.5.10	Develop Quality Management Plan																																
	7.5.11	Construction Progress Meetings																																
	7.5.12	Claim Evaluation																																
	7.5.13	Compliance Inspection During Construction																																
	7.5.14	Establish and Maintain a Document Mgt System																																
	7.5.15	Progress Payment Processing																																
	7.5.16	Technical Interpretation of Drawings & Specs																																
	7.5.17	Inspection and Daily Reports																																
	7.5.18	Geotechnical/ Materials Testing																																
	7.5.19	CEQA Support & Verification During Construction																																
	7.5.20	Property Acquisition Support Services																																
	7.5.21	Survey and Construction Staking																																
	7.5.22	Coordination with City Public Information Officer																																
	7.5.23	Supplemental Community Outreach																																
	7.5.24	Punch List Coordination																																
	7.5.25	SWPPP Monitoring During Construction																																
	7.5.26	Project Close-out Activities																																
	7.5.27	Project file Organization and Delivery																																
	7.5.28	Facilitate Quality Management Action Review																																
8	ASR Well Equipping																																	
	8.1	Engineering Research, Mapping, Prelim Design																																
	8.2	Final Design & Construction Drawings																																
	8.3	Procurement/ Bidding Assistance																																
	8.4	Construction Management & Inspection																																
	8.5	Coordination with the City's Public Info Officer																																
	8.6	State Water Resources Control Board, SWPPP																																
9	Temporary 22" RW Pipeline to Recharge Basin																																	
	9.1	Engineering Research, Mapping, Prelim Design																																
	9.2	Final Design & Construction Drawings																																
	9.3	Procurement/ Bidding Assistance																																
	9.4	Construction Management & Inspection																																
	9.5	Coordination with the City's Public Info Officer																																
	9.6	Watershed Protection Easement Permit																																
	9.7	State Water Resources Control Board, SWPPP																																

Notes:
1. NTP = Notice to Proceed
2. Segment A = Pipeline in Hueneme Road, from Olds Road to Wood Road (16,000-LF, construction phase is 3+4~7 months)
3. Segment B = Pipeline in Hueneme Road and Laguna Road, from Wood Road to the PVCWD POC at Las Posas Road (15,100-LF, construction phase is 3+4~7 months)
4. Segment C = Pipeline in Laguna Road and Rose Avenue, from the PVCWD POC to Hueneme Road (39,000-LF, construction phase is 3+9~12 months)

EXHIBIT C RATE SCHEDULE

ENGINEERING:

PRINCIPAL ENGINEER	\$ 190 /hr.
ENGINEERING MANAGER	\$ 170 /hr.
SENIOR CIVIL ENGINEER II	\$ 160 /hr.
SENIOR CIVIL ENGINEER I	\$ 140 /hr.
SENIOR PROJECT MANAGER	\$ 145 /hr.
PROJECT MANAGER	\$ 130 /hr.
CIVIL ENGINEER	\$ 125 /hr.
STAFF ENGINEER/DESIGNER	\$ 115 /hr.
ENGINEERING ASSISTANT III	\$ 105 /hr.
ENGINEERING ASSISTANT II	\$ 95 /hr.
ENGINEERING ASSISTANT I	\$ 85 /hr.

PLANNING:

ASSOCIATE	\$ 160 /hr.
PLANNING MANAGER	\$ 150 /hr.
SENIOR PLANNER	\$ 130 /hr.
STAFF PLANNER/GIS SPECIALIST	\$ 110 /hr.
PLANNING ASSISTANT II	\$ 100 /hr.
PLANNING ASSISTANT I	\$ 90 /hr.

GENERAL:

RESEARCH/OFFICE ASSISTANT	\$ 75 /hr.
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EXPERT WITNESS / DEPOSITION RATES:

Hourly rate for work involving actual expenses in court (4-hour minimum), giving depositions or similar expert testimony, will be billed \$400 per hour regardless of job classification

SURVEY:

FIELD/OFFICE SURVEY MANAGER	\$ 155 /hr.
SENIOR LICENSED LAND SURVEYOR	\$ 155 /hr.
LICENSED LAND SURVEYOR	\$ 135 /hr.
SURVEY ASSISTANT III	\$ 120 /hr.
SURVEY ASSISTANT II	\$ 110 /hr.
SURVEY ASSISTANT I	\$ 95 /hr.
1-MAN SURVEY (NON-FIELD)	\$ 120 /hr.
1-MAN SURVEY CREW	\$ 165 /hr.
2-MAN SURVEY CREW	\$ 230 /hr.
3-MAN SURVEY CREW	\$ 290 /hr.

CONSTRUCTION MANAGEMENT:

CONSTRUCTION MANAGER	\$ 145 /hr.
ASSISTANT CONSTRUCTION MANAGER / ADMINISTRATOR	\$ 115 /hr.
CONSTRUCTION TECHNICIAN	\$ 90 /hr.
CHIEF INSPECTOR / OWNER'S REPRESENTATIVE	
NON-PREVAILING WAGE	\$ 115 /hr.
PREVAILING WAGE	\$ 130 /hr.
SENIOR CONSTRUCTION INSPECTOR	
NON-PREVAILING WAGE	\$ 105 /hr.
PREVAILING WAGE	\$ 125 /hr.
CONSTRUCTION INSPECTOR	
NON-PREVAILING WAGE	\$ 95 /hr.
PREVAILING WAGE	\$ 120 /hr.

EXHIBIT C SCHEDULE OF COSTS CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2							
Task No.	Activity	Total Hours	LABOR COSTS	REPRO, PLOTTING, DIRECT EXP	SUBS/ OTHER EXPENSES	Phase 1 Total	Future Phase Total
Task 0 - Project Mgmt.	0.0 OVERALL PROJECT MANAGEMENT						
	0.1 Project Management	4,830	\$ 772,800	\$ -	\$ -	\$ 193,200	\$ 579,600
	Task 0.0 Total:	4,830	\$ 772,800	\$ -	\$ -	\$ 193,200	\$ 579,600
Task 1 - DPH Permitting	1.0 DEPARTMENT OF PUBLIC HEALTH (DPH) PERMITTING						
	1.1 DPH Engineer's Report & Site Plans	1,056	\$ 132,240	\$ 4,000	\$ 30,000	\$ 166,240	\$ -
	Task 1.0 Total:	1,056	\$ 132,240	\$ 4,000	\$ 30,000	\$ 166,240	\$ -
Task 2 - Interim Water Delivery Facilities	2.0 INTERIM WATER DELIVERY FACILITIES						
	2.1 Engineering Research & Preliminary Design	484	\$ 61,060	\$ 1,000	\$ -	\$ 62,060	\$ -
	2.2 Final Design & Construction Drawings	938	\$ 116,160	\$ 2,500	\$ -	\$ 118,660	\$ -
	2.3 Procurement/Bidding Assistance	37	\$ 4,130	\$ 400	\$ -	\$ 4,530	\$ -
	2.4 Construction Management & Inspection Allowance	976	\$ 132,640	\$ -	\$ -	\$ 132,640	\$ -
	2.5 Coordination with the City's Public Information Officer	12	\$ 1,860	\$ -	\$ -	\$ 1,860	\$ -
	Task 2.0 Total:	2,447	\$ 315,850	\$ 3,900	\$ -	\$ 319,750	\$ -
Task 3 - Preliminary Engineering & Property Acquisition (Hueneme Road - from Olds Rd. to Wood Rd.)	3.0 PRELIMINARY ENGINEERING & PROPERTY ACQUISITION (Pipeline Segment A - Hueneme Road, from Olds Rd. to Wood Rd.)						
	3.1 CEQA Compliance Update (project specific EIR Addendum)	4	\$ 760	\$ -	\$ 27,200	\$ 27,960	\$ -
	3.2 Geotechnical Investigation & Report	20	\$ 2,740	\$ -	\$ 46,797	\$ 49,537	\$ -
	3.3 Aerial Photogrammetry, Mapping, Utility Research	198	\$ 26,640	\$ -	\$ 15,300	\$ 41,940	\$ -
	3.4 Utility Research	42	\$ 4,820	\$ -	\$ -	\$ 4,820	\$ -
	3.6 Construction Traffic Mitigation Study	22	\$ 3,120	\$ -	\$ 7,600	\$ 10,720	\$ -
	3.6 Pipeline Alignment Evaluation	76	\$ 9,680	\$ -	\$ -	\$ 9,680	\$ -
	3.7 Customer Facilities Analysis	60	\$ 7,980	\$ -	\$ -	\$ 7,980	\$ -
	3.8 Corrosion/ Cathodic Protection Study	16	\$ 2,120	\$ -	\$ 24,362	\$ 26,482	\$ -
	3.9 Field Survey (horiz & vert control and supplemental ground survey)	64	\$ 14,720	\$ -	\$ -	\$ 14,720	\$ -
	3.10 Pipeline Materials Evaluation	4	\$ 760	\$ -	\$ 9,500	\$ 10,260	\$ -
	3.11 System Hydraulics Analysis	64	\$ 8,720	\$ 500	\$ 14,400	\$ 23,620	\$ -
	3.12 Surge Analysis & Report	0	\$ -	\$ -	\$ 17,600	\$ 17,600	\$ -
	3.13 Grant Opportunity Research	50	\$ 6,140	\$ -	\$ 19,950	\$ 26,090	\$ -
	3.14 Electrical & Instrumentation Research	0	\$ -	\$ -	\$ 15,825	\$ 15,825	\$ -
	3.15 Property and Easement Acquisition	290	\$ 42,820	\$ -	\$ 163,840	\$ 206,660	\$ -
	Task 3.0 Total:	910	\$ 131,020	\$ 500	\$ 362,374	\$ 493,894	\$ -
Task 4 - Final Design & Permitting (Hueneme Road - from Olds Rd. to Wood Rd.)	4.0 FINAL DESIGN & PERMITTING (Pipeline Segment A - Hueneme Road, from Olds Rd. to Wood Rd.)						
	4.1 Construction Drawings	1,878	\$ 223,990	\$ 3,000	\$ -	\$ -	\$ 226,990
	4.2 Technical Specifications (Project Manual)	128	\$ 14,520	\$ 800	\$ 22,200	\$ -	\$ 37,520
	4.3 Pothole Existing Utilities	64	\$ 9,620	\$ -	\$ 100,000	\$ -	\$ 109,620
	4.4 Constructability Reviews	36	\$ 5,240	\$ -	\$ 30,000	\$ -	\$ 35,240
	4.5 Construction Dewatering Design	110	\$ 14,080	\$ -	\$ 24,400	\$ -	\$ 38,480
	4.6 Geotechnical Baseline Report	14	\$ 1,880	\$ -	\$ 24,450	\$ -	\$ 26,330
	4.7 Ventura County Watershed Protection District Encroachment Permit	54	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,600
	4.8 County of Ventura Transportation Encroachment Permit	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	4.9 California Department of Public Health Coordination & Approvals	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	4.10 Regional Water Quality Control Board, NPDES Discharge Permit	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	4.11 Ventura County Railroad Coordination and Approvals	0	\$ -	\$ -	\$ -	\$ -	\$ -
	4.12 State Water Resources Control Board, SWPPP	40	\$ 4,910	\$ -	\$ -	\$ -	\$ 4,910
	4.13 Oxnard Drainage District #2 Discharge Permit	40	\$ 4,910	\$ -	\$ -	\$ -	\$ 4,910
	4.14 Cal-OSHA Department of Industrial Relations (tunneling permits)	28	\$ 3,410	\$ -	\$ -	\$ -	\$ 3,410
	4.15 Southern California Edison Encroachment Permit	28	\$ 3,410	\$ -	\$ -	\$ -	\$ 3,410
	4.16 Caltrans Encroachment Permits	106	\$ 13,440	\$ -	\$ -	\$ -	\$ 13,440
	4.17 Department of the Navy (NAVFAC) Encroachment Permit	54	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,600
	Task 4.0 Total:	2,748	\$333,340	\$3,800	\$201,050	\$ -	\$ 538,190

EXHIBIT C
SCHEDULE OF COSTS

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	Total Hours	LABOR COSTS	REPRO, PLOTTING, DIRECT EXP	SUBS/ OTHER EXPENSES	Phase I Total	Future Phase Total
Task 5 - Construction Support Services (Pipeline Segment A)	5.0 CONSTRUCTION SUPPORT SERVICES (Pipeline Segment A - Hueneme Road, from Olds Rd. to Wood Rd.)						
	5.1 Review and Coordination of Procurement Documents	38	\$ 4,320	\$ -	\$ -	\$ -	\$ 4,320
	5.2 Respond to Bidder's Questions	16	\$ 2,370	\$ -	\$ -	\$ -	\$ 2,370
	5.3 Prepare Addenda to Procurement & Contract Documents	52	\$ 6,420	\$ -	\$ -	\$ -	\$ 6,420
	5.4 Review Bids/ Recommendation of Award	32	\$ 4,220	\$ -	\$ -	\$ -	\$ 4,220
	5.5 Review Shop Drawings and Submittals Review	76	\$ 9,060	\$ -	\$ 7,500	\$ -	\$ 16,560
	5.6 Respond to Contractor's Requests for Interpretation (RFI)	72	\$ 8,920	\$ -	\$ 9,500	\$ -	\$ 18,420
	5.7 Change Order Evaluation and Recommendation	56	\$ 7,220	\$ -	\$ 4,500	\$ -	\$ 11,720
	5.8 Witness Pre-Startup System Tests	44	\$ 5,860	\$ -	\$ 4,500	\$ -	\$ 10,360
	5.9 Record Drawings	94	\$ 11,760	\$ 400	\$ -	\$ -	\$ 12,160
	5.10 Develop and Implement a Quality Management Plan	160	\$ 22,020	\$ -	\$ -	\$ -	\$ 22,020
	5.11 Facilitate Weekly Construction Progress Meetings	248	\$ 34,260	\$ -	\$ -	\$ -	\$ 34,260
	5.12 Claim Evaluation and Recommendations	220	\$ 31,360	\$ -	\$ -	\$ -	\$ 31,360
	5.13 Compliance Inspections During Construction	60	\$ 8,580	\$ -	\$ -	\$ -	\$ 8,580
	5.14 Establish and Maintain a Document Management System	128	\$ 17,920	\$ -	\$ -	\$ -	\$ 17,920
	5.15 Progress Payment Processing	132	\$ 19,260	\$ -	\$ -	\$ -	\$ 19,260
	5.16 Technical Interpretation of Drawings and Specifications	164	\$ 23,000	\$ -	\$ -	\$ -	\$ 23,000
	5.17 Daily Inspection Reports	1,960	\$ 237,400	\$ 500	\$ -	\$ -	\$ 237,900
	5.18 Geotechnical/ Materials Testing	36	\$ 5,220	\$ -	\$ 58,250	\$ -	\$ 63,470
	5.19 Environmental Support/ CEQA Verification During Construction	8	\$ 1,240	\$ -	\$ 9,200	\$ -	\$ 10,440
	5.20 Property Acquisition Construction Support Services	58	\$ 8,100	\$ -	\$ 8,000	\$ -	\$ 16,100
	5.21 Survey and Construction Staking	128	\$ 26,270	\$ -	\$ -	\$ -	\$ 26,270
	5.22 Coordinate with the City's Public Information Officer	128	\$ 18,400	\$ -	\$ -	\$ -	\$ 18,400
	5.23 Community Outreach and Coordination	128	\$ 18,920	\$ -	\$ -	\$ -	\$ 18,920
	5.24 Punch List Coordination and Oversight	186	\$ 26,100	\$ -	\$ -	\$ -	\$ 26,100
	5.25 SWPPP Monitoring During Construction	72	\$ 9,240	\$ 500	\$ -	\$ -	\$ 9,740
	5.26 Project Close-Out Activities	158	\$ 22,120	\$ -	\$ -	\$ -	\$ 22,120
	5.27 Project File Organization and Delivery	224	\$ 29,600	\$ -	\$ -	\$ -	\$ 29,600
	5.28 Facilitate Post-Project Quality Mgmt. Process Review Workshop	32	\$ 4,720	\$ -	\$ -	\$ -	\$ 4,720
Task 5.0 Total:		4,710	\$ 623,880	\$ 1,400	\$ 101,450	\$ -	\$ 726,730

**EXHIBIT C
SCHEDULE OF COSTS**

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	Total Hours	LABOR COSTS	REPRO, PLOTTING, DIRECT EXP	SUBS/ OTHER EXPENSES	Phase 1 Total	Future Phase Total
Task 6 - Design & Construction Support Services (Segment B)	6.0 PIPELINE SEGMENT B - DESIGN & CONSTRUCTION SUPPORT SERVICES (From Segment A to the PVCWD POC)						
	6.1 Preliminary Engineering (Pipeline Segment B)						
	6.1.1 CEQA Compliance Update (project specific EIR Addendum)	4	\$ 760	\$ -	\$ 16,000	\$ -	\$ 16,760
	6.1.2 Geotechnical Investigation & Report	20	\$ 2,740	\$ -	\$ 35,000	\$ -	\$ 37,740
	6.1.3 Aerial Photogrammetry, Mapping, Utility Research	198	\$ 26,640	\$ -	\$ 15,300	\$ -	\$ 41,940
	6.1.4 Utility Research and Coordination	42	\$ 4,820	\$ -	\$ -	\$ -	\$ 4,820
	6.1.5 Construction Traffic Mitigation Study	22	\$ 3,120	\$ -	\$ 7,600	\$ -	\$ 10,720
	6.1.6 Pipeline Alignment Evaluation	76	\$ 9,680	\$ -	\$ -	\$ -	\$ 9,680
	6.1.7 Customer Facilities Analysis	60	\$ 7,980	\$ -	\$ -	\$ -	\$ 7,980
	6.1.8 Corrosion/ Cathodic Protection Study	16	\$ 2,120	\$ -	\$ 16,000	\$ -	\$ 18,120
	6.1.9 Field Survey (horiz & vert control and supplemental ground survey)	32	\$ 7,360	\$ -	\$ -	\$ -	\$ 7,360
	6.1.10 Pipeline Materials Evaluation	4	\$ 760	\$ -	\$ 9,500	\$ -	\$ 10,260
	6.1.11 System Hydraulics Analysis	64	\$ 8,720	\$ 500	\$ 14,400	\$ -	\$ 23,620
	6.1.12 Surge Analysis & Report	0	\$ -	\$ -	\$ 17,600	\$ -	\$ 17,600
	6.1.13 Grant Opportunity Research	38	\$ 4,640	\$ -	\$ 15,000	\$ -	\$ 19,640
	6.1.14 Electrical & Instrumentation Research	0	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000
	6.20 Property and Easement Acquisition (Pipeline Segment B)						
	6.2.1 Title Reports	0	\$ -	\$ -	\$ 20,000	\$ -	\$ 20,000
	6.2.2 Mapping Exhibits/ Legal Descriptions	166	\$ 22,260	\$ -	\$ -	\$ -	\$ 22,260
	6.2.3 Property Appraisals	0	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000
	6.2.4 Property Negotiations	40	\$ 7,600	\$ -	\$ -	\$ -	\$ 7,600
	6.2.5 Condemnation Support Services, if required	4	\$ 760	\$ -	\$ 16,000	\$ -	\$ 16,760
	6.2.6 Property Acquisition	40	\$ 7,600	\$ -	\$ 100,000	\$ -	\$ 107,600
	6.30 Final Design, Drawings & Specifications (Pipeline Segment B)						
	6.3.1 Construction Drawings	3,140	\$ 374,425	\$ 3,000	\$ -	\$ -	\$ 377,425
	6.3.2 Technical Specifications (Project Manual)	128	\$ 14,520	\$ 800	\$ 22,200	\$ -	\$ 37,520
	6.3.3 Pothole Existing Utilities	64	\$ 9,620	\$ -	\$ 50,000	\$ -	\$ 59,620
	6.3.4 Constructability Reviews	36	\$ 5,240	\$ -	\$ 16,000	\$ -	\$ 21,240
	6.3.5 Construction Dewatering Design	98	\$ 12,220	\$ -	\$ 24,400	\$ -	\$ 36,620
	6.3.6 Geotechnical Baseline Report	14	\$ 1,880	\$ -	\$ 24,450	\$ -	\$ 26,330
	6.40 Permits and Approvals (Pipeline Segment B)						
	6.4.1 Ventura County Watershed Protection District Encroachment Permit	54	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,600
	6.4.2 County of Ventura Transportation Encroachment Permit	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	6.4.3 California Department of Public Health Coordination & Approvals	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	6.4.4 Regional Water Quality Control Board, NPDES Discharge Permit	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	6.4.5 Ventura County Railroad Coordination and Approvals	0	\$ -	\$ -	\$ -	\$ -	\$ -
	6.4.6 State Water Resources Control Board, SWPPP	40	\$ 4,910	\$ -	\$ -	\$ -	\$ 4,910
	6.4.7 Oxnard Drainage District #2 Discharge Permit	40	\$ 4,910	\$ -	\$ -	\$ -	\$ 4,910
	6.4.8 Cal-OSHA Department of Industrial Relations (tunneling permits)	28	\$ 3,410	\$ -	\$ -	\$ -	\$ 3,410
	6.4.9 Southern California Edison Encroachment Permit	28	\$ 3,410	\$ -	\$ -	\$ -	\$ 3,410
	6.4.10 Caltrans Encroachment Permits	106	\$ 13,440	\$ -	\$ -	\$ -	\$ 13,440

EXHIBIT C
SCHEDULE OF COSTS

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	Total Hours	LABOR COSTS	REPRO, PLOTTING, DIRECT EXP	SUBS/ OTHER EXPENSES	Phase 1 Total	Future Phase Total
Task 6 - Design and Construction Support Services (Segment B)	6.50 Construction Support Tasks (Pipeline Segment B)						
	6.5.1 Review and Coordination of Procurement Documents	38	\$ 4,320	\$ -	\$ -	\$ -	\$ 4,320
	6.5.2 Respond to Bidder's Questions	16	\$ 2,370	\$ -	\$ -	\$ -	\$ 2,370
	6.5.3 Prepare Addenda to Procurement & Contract Documents	52	\$ 6,420	\$ -	\$ -	\$ -	\$ 6,420
	6.5.4 Review Bids/ Recommendation of Award	32	\$ 4,220	\$ -	\$ -	\$ -	\$ 4,220
	6.5.5 Review Shop Drawings and Submittals Review	76	\$ 9,060	\$ -	\$ 7,500	\$ -	\$ 16,560
	6.5.6 Respond to Contractor's Requests for Interpretation (RFI)	72	\$ 8,920	\$ -	\$ 9,500	\$ -	\$ 18,420
	6.5.7 Change Order Evaluation and Recommendation	48	\$ 5,980	\$ -	\$ 4,500	\$ -	\$ 10,480
	6.5.8 Witness Pre-Startup System Tests	32	\$ 4,000	\$ -	\$ 4,500	\$ -	\$ 8,500
	6.5.9 Record Drawings	86	\$ 10,520	\$ 400	\$ -	\$ -	\$ 10,920
	6.5.10 Develop and Implement a Quality Management Plan	56	\$ 8,340	\$ -	\$ -	\$ -	\$ 8,340
	6.5.11 Facilitate Weekly Construction Progress Meetings	248	\$ 34,260	\$ -	\$ -	\$ -	\$ 34,260
	6.5.12 Claim Evaluation and Recommendations	220	\$ 31,360	\$ -	\$ -	\$ -	\$ 31,360
	6.5.13 Compliance Inspections During Construction	60	\$ 8,580	\$ -	\$ -	\$ -	\$ 8,580
	6.5.14 Establish and Maintain a Document Management System	128	\$ 17,920	\$ -	\$ -	\$ -	\$ 17,920
	6.5.15 Progress Payment Processing	132	\$ 19,260	\$ -	\$ -	\$ -	\$ 19,260
	6.5.16 Technical Interpretation of Drawings and Specifications	92	\$ 11,840	\$ -	\$ -	\$ -	\$ 11,840
	6.5.17 Daily Inspection Reports	1,960	\$ 237,400	\$ 500	\$ -	\$ -	\$ 237,900
	6.5.18 Geotechnical/ Materials Testing	36	\$ 5,220	\$ -	\$ 50,000	\$ -	\$ 55,220
	6.5.19 Environmental Support/ CEQA Verification During Construction	8	\$ 1,240	\$ -	\$ 13,800	\$ -	\$ 15,040
	6.5.20 Property Acquisition Construction Support Services	58	\$ 8,100	\$ -	\$ 12,000	\$ -	\$ 20,100
	6.5.21 Survey and Construction Staking	88	\$ 17,950	\$ -	\$ -	\$ -	\$ 17,950
	6.5.22 Coordinate with the City's Public Information Officer	128	\$ 18,400	\$ -	\$ -	\$ -	\$ 18,400
	6.5.23 Community Outreach and Coordination	104	\$ 15,440	\$ -	\$ -	\$ -	\$ 15,440
	6.5.24 Punch List Coordination and Oversight	186	\$ 26,100	\$ -	\$ -	\$ -	\$ 26,100
	6.5.25 SWPPP Monitoring During Construction	64	\$ 8,240	\$ 500	\$ -	\$ -	\$ 8,740
	6.5.26 Project Close-Out Activities	158	\$ 22,120	\$ -	\$ -	\$ -	\$ 22,120
	6.5.27 Project File Organization and Delivery	224	\$ 29,600	\$ -	\$ -	\$ -	\$ 29,600
	6.5.28 Facilitate Post-Project Quality Mgmt. Process Review Workshop	32	\$ 4,720	\$ -	\$ -	\$ -	\$ 4,720
	Task 6.0 Total:	9,204	\$ 1,174,775	\$ 5,700	\$ 563,250	\$ -	\$ 1,743,725

EXHIBIT C
SCHEDULE OF COSTS

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	Total Hours	LABOR COSTS	REPRO, PLOTTING, DIRECT EXP	SUBS/ OTHER EXPENSES	Phase 1 Total	Future Phase Total
Task 7 - Design & Construction Support Services (Segment C)	7.0 PIPELINE SEGMENT C - DESIGN & CONSTRUCTION SERVICES (Laguna Road and Rose Avenue, from Segment B to Hueneme Rd.)						
	7.1 Preliminary Engineering (Pipeline Segment C)						
	7.1.1 CEQA Compliance Update (project specific Addendum EIR)	4	\$ 760	\$ -	\$ 16,000	\$ -	\$ 16,760
	7.1.2 Geotechnical Investigation & Report	20	\$ 2,740	\$ -	\$ 30,000	\$ -	\$ 32,740
	7.1.3 Aerial Photogrammetry, Mapping and Utility Research	78	\$ 11,080	\$ -	\$ 15,300	\$ -	\$ 26,380
	7.1.4 Coordination and Meetings with Utility Companies & TM	34	\$ 4,220	\$ -	\$ -	\$ -	\$ 4,220
	7.1.5 Construction Traffic Mitigation Study & Report	22	\$ 3,120	\$ -	\$ 7,600	\$ -	\$ 10,720
	7.1.6 Pipeline Alignment Analysis & Technical Memorandum	56	\$ 7,060	\$ -	\$ -	\$ -	\$ 7,060
	7.1.7 Customer Facilities and Processes & Technical Memorandum	34	\$ 4,340	\$ -	\$ -	\$ -	\$ 4,340
	7.1.8 Corrosion Study and Cathodic Protection Design & Report	16	\$ 2,120	\$ -	\$ 20,000	\$ -	\$ 22,120
	7.1.9 Survey (horiz & vert control and supplemental ground survey)	36	\$ 8,280	\$ -	\$ -	\$ -	\$ 8,280
	7.1.10 Pipeline Material Alternatives, Analysis, Cost Comparison & TM	4	\$ 760	\$ -	\$ 9,500	\$ -	\$ 10,260
	7.1.11 System Hydraulics Analysis (Turnouts, Services, AWPf Ops) & TM	48	\$ 6,240	\$ 500	\$ 10,000	\$ -	\$ 16,740
	7.1.12 Surge Analysis & Report	0	\$ -	\$ -	\$ 15,000	\$ -	\$ 15,000
	7.1.13 Grant Research and Application(s) & Technical Memorandum	24	\$ 3,180	\$ -	\$ 19,950	\$ -	\$ 23,130
	7.1.14 Electrical, Instrumentation and Telemetry Preliminary Design & TM	0	\$ -	\$ -	\$ 16,000	\$ -	\$ 16,000
	7.20 Property and Easement Acquisition (Pipeline Segment C)						
	7.2.1 Title Reports	0	\$ -	\$ -	\$ 18,000	\$ -	\$ 18,000
	7.2.2 Mapping Exhibits/ Legal Descriptions	162	\$ 23,180	\$ -	\$ -	\$ -	\$ 23,180
	7.2.3 Appraisal Services	0	\$ -	\$ -	\$ 30,000	\$ -	\$ 30,000
	7.2.4 Negotiation Services	40	\$ 7,600	\$ -	\$ -	\$ -	\$ 7,600
	7.2.5 Condemnation Support Services	4	\$ 760	\$ -	\$ 21,000	\$ -	\$ 21,760
	7.2.6 Property Acquisition Services	40	\$ 7,600	\$ -	\$ 100,000	\$ -	\$ 107,600
	7.30 Final Design, Drawings and Specifications (Pipeline Segment C)	0	\$ -				
	7.3.1 Construction Drawings	3,140	\$ 374,425	\$ 3,000	\$ -	\$ -	\$ 377,425
	7.3.2 Technical Specifications (Project Manual)	128	\$ 14,520	\$ 800	\$ 22,200	\$ -	\$ 37,520
	7.3.3 Pothole Existing Utilities	56	\$ 8,620	\$ -	\$ 60,000	\$ -	\$ 68,620
	7.3.4 Constructability Reviews	32	\$ 4,740	\$ -	\$ 16,000	\$ -	\$ 20,740
	7.3.5 Construction Dewatering Design	42	\$ 5,220	\$ -	\$ 12,000	\$ -	\$ 17,220
	7.3.6 Geotechnical Baseline Report	14	\$ 1,880	\$ -	\$ 25,000	\$ -	\$ 26,880
	7.40 Permits and Approvals (Pipeline Segment C)						
	7.4.1 Ventura County Watershed Protection District Encroachment Permit	54	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,600
	7.4.2 County of Ventura Transportation Encroachment Permit	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	7.4.3 California Department of Public Health Coordination & Approvals	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	7.4.4 Regional Water Quality Control Board, NPDES Discharge Permit	56	\$ 6,910	\$ -	\$ -	\$ -	\$ 6,910
	7.4.5 Ventura County Railroad Coordination and Approvals	28	\$ 3,690	\$ -	\$ -	\$ -	\$ 3,690
	7.4.6 State Water Resources Control Board, SWPPP	40	\$ 4,910	\$ -	\$ -	\$ -	\$ 4,910
	7.4.7 Oxnard Drainage District #2 Discharge Permit	40	\$ 4,910	\$ -	\$ -	\$ -	\$ 4,910
	7.4.8 Cal-OSHA Department of Industrial Relations (tunneling permits)	28	\$ 3,410	\$ -	\$ -	\$ -	\$ 3,410
	7.4.9 Southern California Edison Encroachment Permit	28	\$ 3,410	\$ -	\$ -	\$ -	\$ 3,410
	7.4.10 Caltrans Encroachment Permits	102	\$ 12,680	\$ -	\$ -	\$ -	\$ 12,680

**EXHIBIT C
SCHEDULE OF COSTS**

CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2

Task No.	Activity	Total Hours	LABOR COSTS	REPRO, PLOTTING, DIRECT EXP	SUBS/ OTHER EXPENSES	Phase 1 Total	Future Phase Total
Task 7 - Design & Construction Support Services (Segment C)	7.50 Construction Support Services (Pipeline Segment C)						
	7.5.1 Review and Coordination of Procurement Documents	36	\$ 3,940	\$ -	\$ -	\$ -	\$ 3,940
	7.5.2 Respond to Bidder's Questions	20	\$ 2,740	\$ -	\$ -	\$ -	\$ 2,740
	7.5.3 Prepare Addenda to Procurement & Contract Documents	20	\$ 2,740	\$ -	\$ -	\$ -	\$ 2,740
	7.5.4 Review Bids/ Recommendation of Award	40	\$ 5,220	\$ -	\$ -	\$ -	\$ 5,220
	7.5.5 Review Shop Drawings and Submittals Review	72	\$ 8,680	\$ -	\$ 7,500	\$ -	\$ 16,180
	7.5.6 Respond to Contractor's Requests for Interpretation (RFI)	72	\$ 8,680	\$ -	\$ 9,500	\$ -	\$ 18,180
	7.5.7 Change Order Evaluation and Recommendation	68	\$ 8,840	\$ -	\$ 4,500	\$ -	\$ 13,340
	7.5.8 Witness Pre-Startup System Tests	44	\$ 5,860	\$ -	\$ 4,500	\$ -	\$ 10,360
	7.5.9 Record Drawings	96	\$ 12,080	\$ 400	\$ -	\$ -	\$ 12,480
	7.5.10 Develop and Implement a Quality Management Plan	160	\$ 22,020	\$ -	\$ -	\$ -	\$ 22,020
	7.5.11 Facilitate Weekly Construction Progress Meetings	248	\$ 34,260	\$ -	\$ -	\$ -	\$ 34,260
	7.5.12 Claim Evaluation and Recommendations	220	\$ 31,360	\$ -	\$ -	\$ -	\$ 31,360
	7.5.13 Compliance Inspections During Construction	60	\$ 8,580	\$ -	\$ -	\$ -	\$ 8,580
	7.5.14 Establish and Maintain a Document Management System	128	\$ 17,920	\$ -	\$ -	\$ -	\$ 17,920
	7.5.15 Progress Payment Processing	132	\$ 19,260	\$ -	\$ -	\$ -	\$ 19,260
	7.5.16 Technical Interpretation of Drawings and Specifications	164	\$ 23,000	\$ -	\$ -	\$ -	\$ 23,000
	7.5.17 Daily Inspection Reports	1,960	\$ 237,400	\$ 500	\$ -	\$ -	\$ 237,900
	7.5.18 Geotechnical/ Materials Testing	36	\$ 5,220	\$ -	\$ 74,250	\$ -	\$ 79,470
	7.5.19 Environmental Support/ CEQA Verification During Construction	8	\$ 1,240	\$ -	\$ 13,800	\$ -	\$ 15,040
	7.5.20 Property Acquisition Construction Support Services	58	\$ 8,100	\$ -	\$ 12,000	\$ -	\$ 20,100
	7.5.21 Survey and Construction Staking	88	\$ 17,950	\$ -	\$ -	\$ -	\$ 17,950
	7.5.22 Coordinate with the City's Public Information Officer	128	\$ 18,400	\$ -	\$ -	\$ -	\$ 18,400
	7.5.23 Community Outreach and Coordination	104	\$ 15,440	\$ -	\$ -	\$ -	\$ 15,440
	7.5.24 Punch List Coordination and Oversight	186	\$ 26,100	\$ -	\$ -	\$ -	\$ 26,100
	7.5.25 SWPPP Monitoring During Construction	64	\$ 8,240	\$ 500	\$ -	\$ -	\$ 8,740
	7.5.26 Project Close-Out Activities	158	\$ 22,120	\$ -	\$ -	\$ -	\$ 22,120
	7.5.27 Project File Organization and Delivery	224	\$ 29,600	\$ -	\$ -	\$ -	\$ 29,600
	7.5.28 Facilitate Post-Project Quality Mgmt. Process Review Workshop	32	\$ 4,720	\$ -	\$ -	\$ -	\$ 4,720
Task 7.0 Total:		9,148	\$ 1,172,495	\$ 5,700	\$ 589,600	\$ -	\$ 1,767,795

EXHIBIT C							
SCHEDULE OF COSTS							
CITY OF OXNARD - HUENEME ROAD RECYCLED WATER PIPELINE PHASE 2							
Task No.	Activity	Total Hours	LABOR COSTS	REPRO, PLOTTING, DIRECT EXP	SUBS/ OTHER EXPENSES	Phase 1 Total	Future Phase Total
Task 8 - ASR Well Equipping	8.0 ASR Well Equipping						
	8.1 Engineering Research, Mapping, Preliminary Design	154	\$ 24,220	\$ -	\$ -	\$ -	\$ 24,220
	8.2 Final Design and Construction Drawings	844	\$ 102,948	\$ -	\$ -	\$ -	\$ 102,948
	8.3 Procurement/ Bidding Assistance	29	\$ 3,530	\$ -	\$ -	\$ -	\$ 3,530
	8.4 Construction Management & Inspection Allowance	700	\$ 93,360	\$ -	\$ -	\$ -	\$ 93,360
	8.5 Coordination with the City's Public Information Officer	16	\$ 2,480	\$ -	\$ -	\$ -	\$ 2,480
	8.6 State Water Resources Control Board, SWPPP	38	\$ 4,600	\$ -	\$ -	\$ -	\$ 4,600
	Task 8.0 Total:	1,781	\$ 231,138	\$ -	\$ -	\$ -	\$ 231,138
Task 9 - Temporary 22" RW Pipeline to Recharge Basin	9.0 Temporary 22" RW Pipeline to Recharge Basin						
	9.1 Engineering Research, Mapping, Preliminary Design	118	\$ 21,500	\$ 1,000	\$ -	\$ -	\$ 22,500
	9.2 Final Design & Construction Drawings	427	\$ 52,643	\$ 2,500	\$ -	\$ -	\$ 55,143
	9.3 Procurement/Bidding Assistance	29	\$ 3,530	\$ 400	\$ -	\$ -	\$ 3,930
	9.4 Construction Management & Inspection Allowance	380	\$ 50,160	\$ -	\$ -	\$ -	\$ 50,160
	9.5 Coordination with the City's Public Information Officer	16	\$ 2,480	\$ -	\$ -	\$ -	\$ 2,480
	9.6 Ventura County Watershed Protection District Encroachment Permit	54	\$ 6,600	\$ -	\$ -	\$ -	\$ 6,600
	9.7 State Water Resources Control Board, SWPPP	38	\$ 4,600	\$ -	\$ -	\$ -	\$ 4,600
	Task 9.0 Total:	1,062	\$ 141,513	\$ 3,900	\$ -	\$ -	\$ 145,413
	Phase 1 Total:	4,413	\$ 1,351,910	\$ 8,400	\$ 392,374	\$ 1,173,084	
	Future Phase Total:	28,652	\$ 3,677,140	\$ 20,500	\$ 1,455,350		\$ 5,732,590
	Program Total:	33,065	\$5,029,050	\$28,900	\$1,847,724		\$6,905,674

Note: Subsequent phases shall be authorized by amendment to the contract.

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7669
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/14

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7669
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

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

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. **A-7669**

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: (____) _____

Date Signed: _____

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

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

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

OTHER PROVISIONS**LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
-
- b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7669

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Rob Roshanian

Date: July 29, 2014
Phone: 385-7682

Reason for Appropriation:

Agreement for Professional Services with Jensen Design & Survey, Inc. for Engineering, Design and Post Design Services for the Hueneme Road Recycled Water Pipeline Phase 2 (Agreement No. A-7669) to execute all Phase 1 Tasks for the Hueneme Road Recycled Water Pipeline Phase 2.

Accounts and Descriptions

AMOUNT

Fund: 601 - WATER OPERATING FUND

AWPF STORM WTR TRT PH 1 (Project 146004)

605-6551-821.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER (700,000)

WATER BACKBONE HUENEME II (Project 106002)

605-6551-821.86-01 SERVICES - ARCHITEC/ENGINEERING 700,000

Sub-total Expenditures 0

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager




REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Attachment No. 2

Page 1 of 1



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

Prepared By: Daniel Rydberg, Utilities and Engineering Manager Agenda Item No. L-5

Reviewed By: City Manager M City Attorney RT Finance JK Public Works

DATE: July 16, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Professional Services Agreement with Penfield & Smith for Engineering and Design Services of the Concentrate Collection System (Agreement No. A-7699)

RECOMMENDATION

That City Council

1. Approve and authorize the Mayor to execute an agreement with Penfield & Smith in the amount of \$2,955,245 to execute all Phase 1 Tasks for the Concentrate Collection System design.
2. Approve the attached special budget appropriation (SBA) to transfer \$655,000 from the Water Campus project to the Concentrate Collection System project.

DISCUSSION

The purpose of the City's desalter system is to improve the quality of drinking water in the City by reducing the average mineral content as measured by total dissolved solids (TDS). Using reverse osmosis, the desalter separates groundwater from City wells into low TDS water for drinking called permeate and high TDS water called concentrate. The concentrate is currently discharged into the City's sewer system. The concentrate is then processed through the Oxnard Wastewater Treatment Plant (OWTP) and a portion will be processed through the Advanced Water Purification Facility (AWPF). The high level of total dissolved solids (TDS) increases costs and reduces production at the AWPF and may require re-configuration of the AWPF reverse osmosis units. In order to avoid treating this water three times and re-configuring the AWPF, the concentrate collection line will bypass the OWTP and AWPF. The concentrate collection system will collect concentrate from the City's desalter and appropriate commercial dischargers along the pipeline alignment before discharging into the City's Ocean Outfall located at the Oxnard Wastewater Treatment Plant.

The Consultant will complete the Phase 1 Tasks including: conducting a feasibility study and Preliminary Design Report for the main components of the Concentrate Collection System; developing a 30% design to include the facilities needed for the system customers; and construction cost estimates.

Professional Services Agreement with Penfield & Smith for Engineering and Design Services of the Concentrate Collection System (Agreement No. A-7699)

July 16, 2014

Page 2

On December 10, 2013, the City's Purchasing Division and Water Resources Division sent out a competitive Request for Proposal (RFP). The RFP was published in the Ventura County Star, posted on the City's website and mailed to fifteen (15) firms. Following a mandatory pre-proposal meeting, six (6) firms responded with proposals. Upon review of the proposals, Penfield & Smith was selected as the most qualified to perform the work.

Staff is presenting the complete scope of work that is anticipated under this solicitation for services with their anticipated costs. The services are presented in phases. Phase 1 Tasks are for the preliminary services needed prior to the final design, permitting and construction services. Staff recommends Council approve the Phase 1 scope of services in the amount of \$2,955,245. Staff will return to Council with an amendment for the remaining scope of services at an appropriate time in the future.

FINANCIAL IMPACT

Funds in the amount of \$2,400,000 were approved by City Council as part of the Five-year Capital Improvement Plan to initiate the Concentrate Collection System project. An additional \$655,000 is recommended for transfer from the Water Campus project (leaving \$1,120,000) which has not yet started. The recommended Special Budget Appropriation will provide for the Phase 1 costs as well as City staff and contingency requirements.

Attachment #1 - Agreement No. A-7699

#2 - Special Budget Appropriation

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of July, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith ("Consultant").

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sal Contreras, P.E. as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 29, 2014, and expire on December 31, 2017.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant

in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$2,955,245, for Phase 1 services provided under this Agreement at hourly rates described in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to

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

20. Confidentiality of Information

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

21. Indemnity

(a) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that the liability or liabilities, in whole or in part, do not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subcontractors.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this

Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.”

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield & Smith, 1327 Del Norte Road, Suite 200, Camarillo, CA 93010, Attention: Sal Contreras.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Department, 305 West Third Street, Oxnard, California 93030, Attention: Daniel Rydberg.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Peter Nostrand, Vice President
Penfield & Smith

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Daniel Rydberg
Utilities and Engineering Manager

EXHIBIT A

SCOPE OF SERVICES

PHASE 1

TASK 0 – PROJECT MANAGEMENT - \$171,450

0.1 Project Management - Consultant will prepare for and attend project meetings with the City at key points throughout the project. The meetings are anticipated to include the following:

- Project kickoff meeting
- Up to 4 workshops (4 hours each) per task

Consultant will prepare an agenda and meeting notes for each meeting and distribute to the City project manager. At a minimum, Consultant's project manager and a project engineer will attend each meeting. It is assumed that other project coordination and meetings can occur through conference calls.

Consultant will prepare and submit progress reports and an updated project schedule with the monthly project invoice. Consultant will provide regular project coordination, communication and updates to the City, and track the project scope, budget and schedule.

TASK 1 – FEASIBILITY STUDIES AND PRELIMINARY DESIGN REPORT - \$752,350

This phase will include the feasibility studies and Preliminary Design Report for the main components of the Concentrate Collection System. Under this task, Consultant will provide the preliminary investigations for both existing and proposed new optional service pipelines. Task items include: Identify all customers and their facilities needed to connect to the City's Collection System, the alignment and sizing of the Collection System, identification of impacts to the wastewater treatment plant, and the necessary permits and environmental documents. During this phase, the rate setting scenarios will be provided in a manner which would facilitate discussions and agreements with all of the system customers. The implementation program will also be developed and a series of customer workshops will be held.

1.1 Project Management - Consultant will prepare for and attend project meetings with the City at key points throughout the project. The meetings are anticipated to include the following:

- Project kickoff meeting
- Up to 4 workshops (4 hours each)

Consultant will prepare an agenda and meeting notes for each meeting and distribute to the City project manager. At a minimum, Consultant's project manager and a project

engineer will attend each meeting. It is assumed that other project coordination and meetings can occur through conference calls.

Consultant will prepare and submit progress reports and an updated project schedule with the monthly project invoice. Consultant will provide regular project coordination, communication and updates to the City, and track the project scope, budget and schedule.

1.2 Customer Contacts – Consultant will meet with potential customers to find out about the location, the volume, the strength and the timing of the discharges. All of this is necessary to: 1) select pipeline alignment, 2) prepare a hydraulic analysis for the pipeline, 3) determine if pre-treatment is required, 4) be aware of the potential customers cooperation, 5) review agreements with businesses to assess viability and cost impacts.

1.3 Information gathering – Will begin with a kickoff meeting, assembling the list of all City staff to contact and utilization of the existing authorities.

1.4 Route Investigations Study – Based on the initial review and kickoff meeting, Consultant will identify various alternative routes for the pipeline. Initially, there are routes available on several streets, such as Graves Avenue, or Maulhardt Avenue, instead of Rice Avenue. Consideration will be given to secondary streets versus main streets. There is the possible use of a portion of the Central Trunk Right-of-Way and so on. Alternative alignments may be possible to avoid much of Rose Avenue, and further southward, to avoid portions of Pleasant Valley Road, Saviers Road, Perkins Road and Hueneme Road. The alternative route study will be conducted to determine the feasibility of other routes to minimize impacts to the public, to determine and minimize potential constraints and to examine the most cost effective approach. Alternatives will be discussed with the City first to obtain buy in and comments before more extensive investigation.

Consultant shall provide commentary regarding subsurface conditions as requested.

1.5 Technical Memorandum (TM) /Section Preliminary Design Report (PDR) on customer demands and facilities (municipal and industrial):

- a. Documentation by customer (type of industry, source of waste, water quality, flow, diurnal and seasonal variation, ability to split sanitary/brine plumbing, etc.)
- b. Site plan for each customer/City discharge facility - identifying location, orientation, & depth of existing lateral approach to connect to brine line (pumped? into brine line or into a lateral?) Will equalization help to reduce pipeline/pump station sizes?
- c. Sampling, inspection and maintenance requirements
- d. Look at City's industrial discharge inventory of customers and discharges

1.6 TM/Section of PDR on brine line alternatives:

- a. Alignments, including separate vs. combined, with Central Trunk sewer
- b. Pumped vs. gravity analysis; hydraulics; equalization or buffer storage
- c. Analysis of water quality ranges and prevention/maintenance measures; includes acceptable materials, linings, etc.
- d. Project phasing
- e. Preliminary cost estimate
- f. Feasibility of using Central Trunk Sewer

1.7 TM/Section of PDR on regulatory permitting/California Environmental Quality Act (CEQA) requirements:

- a. City's regulatory authority and permit management strategy for brine discharge customers
- b. Other CEQA requirements and supplements to Groundwater Recovery Enhancement and Treatment (GREAT) Program Environmental Impact Report (EIR)
- c. Research permits and feasibility plus costs

1.8 TM/Section of PDR on Collection System and Oxnard Wastewater Treatment Plant (OWTP) Impacts – Objective: Quantify the amount of money currently spent for pumping and treatment brine.

- a. Outfall, discharge considerations, including consideration of peak pumping costs and timing with OWTP equalization basin utilization
- b. OWTP impacts: Plant flows (seasonal and diurnal), influent water quality, power cost, chemical usage
- c. Identify reductions of flow to sewer system and potential longer term Capital Improvement Project (CIP) savings

1.9 Fee/Rate Study

- a. Historical fees paid
- b. Estimate of potential customer costs
- c. Analysis of customer alternatives (fees, responsibilities, etc.)
- d. Recommend customer approach
- e. Fees, permitting approach, customer responsibilities and training, etc.

1.10 TM / PDR chapter on Implementation Plan

- a. City brine discharge permit management approach/schedule for implementation by City and customers
- b. Bid packages/Delivery approach
- c. Division of responsibility between customers and City
- d. Design standards for customer and City facilities, linings, coatings, etc.

- e. Overall program schedule
- f. Cash flow analysis
- g. Grants/loans

Subtask for Santa Clara Waste Water – oil field waste + septic tank research and analysis.

1.11 The Preliminary Investigation Report – Consultant shall submit a Preliminary Investigation Report to the City staff. Once approved, meetings will be set with City Departments and potential customers to discuss the cost, timing, permitting, and cooperation of the customers. These meetings may take place over several months and final design will not begin until Consultant has buy-in from the City staff and customers. The critical design components include: 1) alignment and size of the pipeline, 2) gravity or pressure concentrate line, 3) constituents of the flow in the pipeline, 4) traffic and other public impacts, 5) utility issues, 6) CEQA compliance, 7) regulatory and other permitting requirements, 8) and any other issues that could impact the design, permitting, construction, operation and maintenance of the project.

Consultant will implement its quality assurance program for the project, which will include a principal level technical review of major project deliverables.

Phase 1 Deliverables:

- Meeting Agenda (PDF or Microsoft Word files by email)
- Meeting Minutes (PDF or Microsoft Word files by email)
- Monthly Project Schedule (hard copy with invoice)
- Monthly Progress Report (hard copy with invoice)
- Concentrate Collection System Feasibility Study and Preliminary Design Report (Hard copy and PDF)

Final deliverables shall include hard copies and electronic formats as required by the City.

Task 1.12 - Closeout all project activities with the Contractor

Task 1.13 - Deliver all project files to the City

Task 1.14 – Conduct quality management after action review

TASK 2 – CONCEPTUAL DESIGN - \$796,000

During this task, the 30% design documents will be prepared for all components of the Concentrate Collection System, including the facilities needed for the system customers. Alignments will be formalized and right-of-way acquisition will occur, if necessary. A geotechnical investigation will be provided, along with survey and base mapping, especially at

critical utility crossings. Detailed permitting and environmental documentation will be performed. There will be continuing workshops with City staff and the system customers.

2.1 Project Management - Consultant will prepare for and attend project meetings with the City at key points throughout the project. The meetings are anticipated to include the following:

- Up to 4 workshops (4 hours each)

Consultant will prepare an agenda and meeting notes for each meeting and distribute to the City project manager. At a minimum, Consultant's project manager and a project engineer will attend each meeting. It is assumed that other project coordination and meetings can occur through conference calls.

Consultant will prepare and submit progress reports and an updated project schedule with the monthly project invoice. Consultant will provide regular project coordination, communication and updates to the City, and track the project scope, budget and schedule.

2.2 Existing utility and right of way research - Consultant will conduct an investigation of wet and dry utilities, available right-of-way, potential conflicts with railroads, flood control facilities, and other constraints using the City's Geographic Information System (GIS), Google Earth maps, record mapping and field investigations, etc. Upon completion of the initial investigation, Consultant will review the findings with the City to potentially narrow down the alternatives to minimize investigation expenses. A limited geotechnical review will be performed at this stage to aid in the selection of the preferred alignment. After concurrence of a preferred alignment and topographic mapping, the geotechnical investigation can proceed for part, or all, of the routes. The geotechnical consultant will assist in the determination of hazardous materials along the pipeline routes. Consultant will also prepare aerial photographs obtained from the City GIS for each of the potential alignments.

Subtask – Design for Santa Clara Waste Water to bypass collection system and treatment plant and to accept trucked waste to be treated.

2.3 Geotechnical Study - The geotechnical alignment study should be performed after the City has evaluated the alignment options and selected the final alignment. Prior to the field exploration, the Consultant will assemble all geotechnical data from previous exploration by others (boring logs, laboratory test data, groundwater data and mapped geologic units) and plot the material profiles on the pipeline alignment profiles to:

- a. Characterize the existing alignment, and identify data gaps
- b. Evaluate information needed for various elements of the project
- c. Refine proposed exploration program to fill in the data gaps at reasonable intervals based on project elements and soil profile variability

For Consultant's basic scope of work, exploratory borings will be drilled, geotechnical laboratory testing and geotechnical engineering analyses will be performed, and a Geotechnical Report will be prepared which documents the geotechnical findings and recommendations. The consultant has initially assumed a nominal boring spacing of 750 feet along the length of the alignment, and exploration depth to 15 feet below ground surface (assuming an average invert depth of 10 feet). Recent daytime field exploration by Consultant within the public Right of Way in Oxnard suggests a production rate of 4 to 5 holes per day is reasonable.

Prior to exploration, each of the proposed exploration locations will be cleared by Underground Service Alert (USA), so that known public or private underground utilities can be identified in these proposed drilling areas. Consultant will also secure encroachment permits and a traffic control permit from the City of Oxnard, which Consultant assumes will be "no-fee."

Consultant will hand-auger the first five feet at each exploration location and will obtain relatively undisturbed soil samples using a California ring sampler. Representative bulk soil-samples will also be collected at shallow depths from our exploratory borings for visual classification and further geotechnical laboratory testing. If groundwater is encountered, Consultant will note its depth. Backfill of each boring will be with grout, per City requirements.

The collected samples will be subject to geotechnical testing, such as: moisture content and dry density, maximum density and optimum moisture content, direct shear, corrosivity suite (consisting of pH, chloride, minimum resistivity, and sulfate content), R-Value, sand equivalent and direct shear.

Consultant's geotechnical report will review and summarize the alignment conditions from the geotechnical perspective, including: geologic hazards, groundwater conditions, and the engineering properties of the soils encountered during the alignment exploration. Consultant will discuss the excavation characteristics of the subsurface materials, including the ease or difficulty of excavation and also provide recommendations for bedding and backfill, uplift resistance, lateral earth pressures, soil corrosion, and pavements. Recommendations will also be provided for temporary excavations, shoring and construction dewatering.

The cost estimate for the exploration assumes utilizing 1 drill crew with a truck mounted hollow stem auger drill rig. Other options to consider for exploration that could save time and/or money include:

- i) Use of two drill rigs and crews simultaneously to make the most of traffic closures along main arteries. This would cut the traffic control time in half, and reduce the numbers of days exploration impacts traffic flow.
- ii) Night-time drilling, if traffic closures for exploration are considered too disruptive, however, costs may be greater for safety reasons.

- iii) Intersperse drilling with Cone Penetration Test (CPT) exploration, if soil profile along route is suitable, which has the advantage of providing: a continuous soil profile limiting exploration waste; obtaining undisturbed in-situ soil characteristics and dewatering parameters if necessary; and reduced exploration schedule.

Task 2.4 Survey and Base mapping – Utilize the existing City GIS and add the results of Task 2.2 on to the base maps. Provide site specific field surveys at critical locations, such as utility crossings and right-of-way boundaries, if they are critical to the design.

Option – Additional survey for gravity brine system.

Task 2.5 Permitting - The first order of business is to achieve buy-in of City staff and customers on the Preliminary Investigation Report and alignment selection. Once that occurs, Consultant will launch into the design and preparation of the pipeline drawings. The development of a more detailed plan and profile information will identify the need for further geotechnical investigations to acquire right-of-way if necessary.

1. Caltrans Permitting – if it involves State highways
2. Stormwater Permit Requirements - National Pollutant Discharge Elimination System (NPDES) Forms/Approvals
3. Watershed Protection District – if crossing any waterways
4. Encroachment / Traffic Control Requirements
5. Railroad Crossing Permitting
6. Regional Water Quality Control Board (RWQCB) Permits (discharge)

Task 2.6 CEQA Mitigation Negative Declaration (MND)

1. Environmental Assessment
2. Archeology Phase I investigations - by independent archeologist
3. Biological Investigations – If the brine line crosses over any waterways, etc. – by independent biologist
4. Prepare Initial Study
5. Prepare Administrative Draft MND
6. Prepare Public Draft MND – If CalTrans involved, 30 day circulation
7. Prepare Final MND Mitigation Monitoring and Reporting Program – this is over the course of the project and usually done by Public Works staff

Task 2.7 Right-of-Way Acquisition – As a result of preliminary design efforts, if additional right-of way is needed, Consultant will prepare the necessary exhibits, prepare appraisals and the necessary work to include with Task 2.6.

Task 2.8 30% Design Development – After submittal of the Preliminary Investigation Report and receipt of comments by the City, the project team will develop the design and supporting documentation in a phased fashion that allows for City review and input,

prior to preparation of the final design plans and specifications. Designs and specifications shall follow established City standards.

During the design process, a committee of experienced team members will evaluate the Brine Line design - whether to use gravity or pressure; the customer connections and pre-treatment, if necessary; the impacts to the waste water treatment plan; and the potential corrosion and maintenance issues for the pipeline itself. The focus is on providing a pipeline system that that will minimize maintenance and operational headaches. If feasible, the existing City-owned High Density Polyethylene (HDPE) pipe will be used if it is hydraulically suitable. The deliverables in this case include the following:

- a. 30% Design Drawings of Brine Line and Connections to Customers
- b. 30% Design Work Shop
- c. 30% Construction Cost Estimate
- d. Quality Control/Quality Assurance Plan

TASK 3 – CONSTRUCTION DOCUMENTS AND POST DESIGN SERVICES - \$1,060,435

This task will include the preparation of construction documents, including plans, specifications, and final construction cost estimates. The final permits will be obtained, and the traffic control plans will be completed. Plan submittals will be made at 50%, 75%, 95%, and 100% of completion. Workshops will be provided at various milestones.

This task will also include the post design services such as the bidding phase services and review of shop drawings and requests for information from the construction contractor.

3.1 Project Management - Consultant will prepare for, and attend, project meetings with the City at key points throughout the project. The meetings are anticipated to include the following:

- Up to 4 workshops (4 hours each)
- Consultant will prepare an agenda and meeting notes for each meeting and distribute them to the City project manager. At a minimum, Consultant's project manager and a project engineer will attend each meeting. It is assumed that other project coordination and meetings can occur through conference calls.

Consultant will prepare and submit progress reports and an updated project schedule with the monthly project invoice. Consultant will provide regular project coordination, communication and updates to the City, and track the project scope, budget, and schedule.

3.2 Quality Assurance/ Quality Control (QA/QC) - The objective of the QA/QC Plan is to provide an approach to meet the project schedule and budget, while efficiently maintaining quality of design and deliverables. Quality control and constructability

reviews will be conducted at each phase of construction document development (30%, 75%, 90% and final). A committee of experienced team members will be used for this effort as well. Once Consultant has completed the 90% plans, specifications and engineers estimate of probable construction costs, the project will be presented to City staff and customers, if deemed appropriate. Consultant has not proposed to design the customer facilities; however, it is important that the pipeline facilities are coordinated and compatible with the private facilities.

Consultant will be working on obtaining all necessary approvals and permits during this time frame and will also be developing traffic control plans. During this period, Consultant will also be using the City's Public Outreach Department to advise the businesses and residences along the routes, as well as, the police and fire departments, school districts, and refuse disposal.

3.3 Construction Documents - The construction drawings will include:

1. Brine plan, profile, sections and details; also any laterals
2. Pumping facilities (structural, mechanical, Electrical Instrumentation & Control)
 - a. Brine line itself (only if inline pumping is needed (not anticipated at this time)
 - b. Customer pumping systems (To Be Determined)
3. Clean out and maintenance facilities, such as, pig launches, and video inspection ports

- 3.3.1 50%, 75%, 95% and Final Brine line Submittal – Construction plans will be developed in phases to allow for timely City staff input
- 3.3.2 50%, 75%, 95% Design Workshop Meeting – To be held with City staff after each submittal
- 3.3.3 Final Traffic control plans – These will be provided at the 95% and final submittals
- 3.3.4 Construction Cost Estimates – These will be updated at each submittal
- 3.3.5 Specifications - These will be updated at each submittal

TASK 4 - POST DESIGN SERVICES - \$175,010

Provide post design services include, but are not limited to:

- 4.1 **Bidding services**
- 4.2 **Review construction contractor submittals and shop drawings for technical compliance**
- 4.3 **Respond to requests for information**
- 4.4 **Evaluate change orders**
- 4.5 **Witness system tests**
- 4.6 **Prepare as-built record drawings**

FUTURE PHASES

TASK 5 - CONSTRUCTION ADMINISTRATION AND MANAGEMENT & PROJECT CLOSEOUT \$1,271,790

During this task, the construction contractor's work will be administered and inspected by the consulting team to obtain compliance with the intent of the project design and construction documents. The services will include assistance to comply with the required quality and schedule of the construction work during all phases of construction. Final inspection and project closeout will include the preparation of record drawings, submittal of all operating manuals, and completion of all paperwork necessary for the closeout of the project, including complying with all permitting and environmental conditions.

Consultant shall provide construction administration and management services including, but not limited to:

Task 5.1 - Develop and implement quality management plan

Task 5.2 - Conduct third party constructability review

Task 5.3 - Conduct labor compliance

Task 5.4 - Full time construction inspection including soils and materials testing.

Task 5.5 - Full construction – survey services

Task 5.6 - Attend construction contractor meetings

Task 5.7 - Evaluate and coordinate change orders and claims

Task 5.8 - Conduct compliance inspections during construction

Task 5.9 - Establish and maintain a document management system

Task 5.10 - Assist with processing of payment requests

Task 5.11 - Technical interpretation of plans and specifications

Task 5.12 - Coordinate punchlist

TASK 6- OPTIONAL TASK TO EXTEND TO THE SOLAR DR BLENDING STATION #3 AND PROCTER & GAMBLE - \$926,605

This task will extend the alignment to the proposed blending station #3 and Procter & Gamble. The Task will include the preparation of construction documents, including plans, specifications,

and final construction cost estimates. The final permits will be obtained, and the traffic control plans will be completed. A geotechnical investigation will be provided for this alignment. Plan submittals will be made at 50%, 75%, 95%, and 100% of completion. Workshops will be provided at various milestones.

This phase will also include the post design services such as the bidding phase services and Construction management services, including the geotechnical and material testing. .

Task 6.0 Project Management

Task 6.1 Survey / Basemap / Geotechnical Investigation

Task 6.2 Design Development 30%/Permits

Task 6.3 Construction Document 50%, 75%,95% and 100% Plans, Specifications & Estimates

Task 6.4 Traffic Control Plan

Task 6.5 Post Design Phase Services

Task 6.6 Construction Management and geotechnical and material testing

TASK 7- OPTIONAL TASK TO EXTEND TO RIVER RIDGE GOLF COURSE — \$1,700,020

This task will extend the alignment to the proposed blending station #7 near the River Ridge Golf Course. The Task will include the preparation of construction documents, including plans, specifications, and final construction cost estimates. The final permits will be obtained, and the traffic control plans will be completed. Plan submittals will be made at 50%, 75%, 95%, and 100% of complete. Workshops will be provided at various milestones.

This phase will also include the post design services such as the bidding phase services and Construction management services.

Task 7.0 Project Management

Task 7.1 Survey / Basemap / Geotechnical Investigation

Task 7.2 Design Development 30%/Permits

Task 7.3 Construction Document 50%, 75%, 95% and 100% Plans, Specifications & Estimates

Task 7.4 Traffic Control Plans

Task 7.5 Post Design Phase Services

Task 7.6 Construction Management and geotechnical and material testing

TASK 8-OPTIONAL TASK TO EXTEND TO DEL NORTE BLENDING STATION - \$1,664,785

This task will extend the alignment to the existing Del Norte Blending Station. This task will include the preparation of construction documents, including plans, specifications and final construction cost estimates. The final permits will be obtained and the traffic control plans will be prepared. A geotechnical investigation will be provided for the pipeline alignment. Plan submittals will be at the 50%, 75%, 95% and 100% of complete. Workshops will be provided at various milestones.

This phase will also include the post design services such as the bidding phase services and Construction Management, including the geotechnical and material testing.

Task 8.0 Project Management

Task 8.1 Survey / Basemap / Geotechnical Investigation

Task 8.2 Design Development 30% / Permits

Task 8.3 Construction Documents 50%, 75%, 95%, 100% Plans, Specifications & Estimates

Task 8.4 Traffic Control Plans

Task 8.5 Post Design Services

Task 8.6 Construction Management and geotechnical and material testing

EXHIBIT B SCHEDULE
OXNARD CONCENTRATE COLLECTION SYSTEM

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**EXHIBIT B SCHEDULE
OXNARD CONCENTRATE COLLECTION SYSTEM**

Task	Sub Task	DESCRIPTION	2016												2017											
			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0		Project Management / Meetings																								
1		FEASIBILITY STUDIES/PRELIMINARY DESIGN REPORT																								
	1.1	CUSTOMER CONTACTS/AGREEMENTS																								
	1.2	DATA RESEARCH/INFO GATHERING																								
	1.3	ROUTE INVESTIGATION																								
	1.4	CUSTOMER FACILITIES																								
	1.5	BRINE LINE ALTERNATIVES/INCLUDING CENTRAL TRUNK																								
	1.6	REGULATORY PERMITTING/CEQA																								
	1.7	COLLECTION SYSTEM/WWTP IMPACTS																								
	1.8	FEE/RATE STUDY																								
	1.9	IMPLEMENTATION PLAN																								
	1.10	PRELIMINARY INVESTIGATION REPORT																								
	1.11	CLOSEOUT ALL PROJECT ACTIVITIES																								
	1.12	DELIVER ALL PROJECT FILES TO THE CITY																								
	1.13	CONDUCT QUALITY MANAGEMENT AFTER ACTION REVIEW																								
2		CONCEPTUAL DESIGN																								
	2.1	EXISTING UTILITIES/ Right of Way RESEARCH																								
	2.2	GEOTECHNICAL STUDY (LEIGHTON)																								
	2.3	SURVEY/BASE MAP																								
	2.4	PERMITTING																								
	2.5	California Environmental Quality Act (CEQA)																								
	2.6	Right of Way ACQUISITION																								
	2.7	30% DESIGN																								
3		CONSTRUCTION DOCUMENTS/POST DESIGN	Council																							
	3.1	QUALITY ASSURANCE																								
	3.2	CONSTRUCTION DOCUMENTS																								
	3.2.1	50%, 75%, 95% AND FINAL BRINE LINE SUBMITTAL																								
	3.2.2	50%, 75%, 95% DESIGN WORKSHOP MEETING																								
	3.2.3	TRAFFIC CONTROL PLANS																								
	3.2.4	CONSTRUCTION COST ESTIMATES																								
	3.2.5	CONSTRUCTION SPECIFICATIONS																								
4		BID PHASE ASSISTANCE																								
	4.1	BIDDING SERVICES																								
	4.2	CONSTRUCTION CONTRACTOR SUBMITTALS/SHOP DRAWINGS REVIEW																								
	4.3	RESPOND TO REQUESTS FOR INFORMATION																								
	4.4	EVALUATE CHANGE ORDERS																								
	4.5	WITNESS SYSTEM TESTS																								
	4.6	PREPARE AS-BUILT RECORD DRAWINGS																								
5		CONSTRUCTION ADMINISTRATION, MANAGEMENT/PROJECT CLOSEOUT																								
	5.1	DEVELOP AND IMPLEMENT QUALITY MANAGEMENT PLAN																								
	5.2	CONDUCT THIRD PARTY CONSTRUCTABILITY REVIEW																								
	5.3	CONDUCT LABOR COMPLIANCE																								
	5.4	FULL TIME CONSTRUCTION INSPECTION																								
	5.5	FULL CONSTRUCTION - SURVEY SERVICES																								
	5.6	ATTEND CONSTRUCTION CONTRACTOR MEETINGS																								
	5.7	EVALUATE AND COORDINATE CHANGE ORDERS AND CLAIMS																								
	5.8	CONDUCT COMPLIANCE INSPECTIONS DURING CONSTRUCTION																								
	5.9	ESTABLISH AND MAINTAIN A DOCUMENT MANAGEMENT SYSTEM																								
	5.10	ASSIST WITH PROCESSING OF PAYMENT REQUESTS																								
	5.11	TECHNICAL INTERPRETATION OF PLANS AND SPECS																								
	5.12	COORDINATE PUNCHLIST																								
6		OPTIONAL TASK 6 (P&G/Blending Station #3)																								
	6.0	PROJECT MANAGEMENT	Council																							
	6.1	SURVEY/ BASEMAP/ GEOTECH																								
	6.2	DESIGN DEVELOPMENT 30%																								
	6.3	CONSTRUCTION DOCUMENTS 50%, 75%, 95%, 100%																								
	6.4	TRAFFIC CONTROL PLANS																								
	6.5	POST DESIGN PHASE SERVICES																								
	6.6	CONSTRUCTION MANAGEMENT																								
7		OPTIONAL TASK 7 (RIVER RIDGE Golf Course)																								
	7.0	PROJECT MANAGEMENT	Council																							
	7.1	SURVEY/ BASEMAP/ GEOTECH																								
	7.2	DESIGN DEVELOPMENT 30%																								
	7.3	CONSTRUCTION DOCUMENTS 50%, 75%, 95%, 100%																								
	7.4	TRAFFIC CONTROL PLANS																								
	7.5	POST DESIGN PHASE SERVICES																								
	7.6	CONSTRUCTION MANAGEMENT																								
8		OPTIONAL TASK 8 (DEL NORTE Blending Station)																								
	8.0	PROJECT MANAGEMENT	Council																							
	8.1	SURVEY/ BASEMAP/ GEOTECH																								
	8.2	DESIGN DEVELOPMENT 30%																								
	8.3	CONSTRUCTION DOCUMENTS 50%, 75%, 95%, 100%																								
	8.4	TRAFFIC CONTROL PLANS																								
	8.5	POST DESIGN PHASE SERVICES																								
	8.6	CONSTRUCTION MANAGEMENT																								

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**EXHIBIT C
RATE SCHEDULE**

Engineering		Construction Management	
Engineering Technician	\$85	Construction Technician	\$95
Associate Technician	95	Assistant Construction Manager	125
Senior Technician	105	Associate Construction Manager	145
Designer	125	Senior Construction Manager I	160
Senior Designer	140	Senior Construction Manager II	170
Assistant Engineer I	105	Principal Construction Manager	190
Assistant Engineer II	125		
Associate Engineer	145	Construction Inspector	\$100
Senior Engineer I	160	Prevailing Wage	125
Senior Engineer II	170	Senior Construction Inspector	110
Principal Engineer	190	Prevailing Wage	130
		Chief Inspector/Owner's Representative	120
		Prevailing Wage	135
Geomatics (Surveying & Mapping)			
Surveying Technician	105		
Surveying Associate	145	General	
Senior Surveyor	170	Technical/Clerical Support	\$75
Principal Surveyor	190	Dry Utility Coordinator	150
		Special Consultant	220
One-Man Survey Crew	\$180	(Principal with specialized skills in engineering, geomatics or planning)	
Prevailing Wage	200		
Two-Man Survey Crew	240	Expert Witness/Deposition Rates	
Prevailing Wage	275	Expert Witness/Deposition Rates	
		Court appearance – flat fee \$3,300/day	
Planning		Depositions - \$400/hour including travel time	
Assistant Planner	\$110	Supplementary work – 1.5 times the regular rate	
Associate Planner	130		
Senior Planner I	155		
Senior Planner II	165	Rapid Response = Minimum charge of four (4)	
Principal Planner	180	Hours at 1.5 times the regular rate	
		Out-of-town Survey Crew Travel = 1/2 times regular rate	
		Outside Consultant	Cost + 10%
		Reimbursable Expenses	Cost + 10%

Note: Adjustments to rates are normally made on January 1st of each year.

**EXHIBIT C
SCHEDULE OF COSTS**

**EXHIBIT C
SCHEDULE OF COSTS**

SCHEDULE OF COSTS																	
TASK																	
	Engineer	Engineer	Engineer	Senior	Planner	Tech	Assoc	Senior	Senior II	Const	Surveyor	Surveyor	Surveyor	Sub	TOTAL	PHASE 1	FUTURE
	Principal	Senior II	Assoc	Designer	Senior II	Support	Tech	Inspect	Mngr	Tech	Principal	Assoc	2-Man	Consultant	HOURS	TOTAL	TOTAL
PHASE 1																	
TASK 0																	
0.0 Project Management /Meetings (Task 1-4)	175	760				120									1055	\$171,450	
Task 0.0 Total																	\$171,450
TASK 1																	
1.1 Customer Contacts/Agreements	160	20				20									200	\$35,300	
1.2 Data Research/Info Gathering		60	40	150		40									290	\$40,000	
1.3 Route Investigation	40	76		140											256	\$40,120	
1.4 Customer Facilities	40	15													55	\$10,150	
1.5 Brine Line Alternatives/Including Central Trunk	80	40		20											140	\$24,800	
1.6 Regulatory Permitting/CEQA		10			140										150	\$24,800	
1.7 Collection System/WWTP Impacts	20	8													28	\$5,160.00	
1.8 Fee/Rate Study	20	8													28	\$5,160.00	
1.9 Implementation Plan	40	16													56	\$10,320.00	
1.10 Preliminary Investigation Report	180	30			8	40									258	\$43,620.00	
1.11 Closeout all Project Activities	40	40				8									88	\$15,000.00	
1.12 Deliver all Project Files to the City	20	20				40									80	\$10,200.00	
1.13 Conduct Quality Management After Action Review	40	16													56	\$10,320.00	
Task 1 Total																\$477,400	\$274,950
TASK 2																	
2.1 Existing Utilities/R-O-W Research		10									80	160			250	\$40,100	
2.2 Geotechnical Study (Leighton)											80				80	\$15,200	
2.3 Survey/Base Map		8										240	120		368	\$69,160	
2.4 Permitting	20	20			240	40									320	\$49,800	
2.5 CEQA	40	60			280	80									460	\$70,000	
2.6 R-O-W Acquisition		10				10					40				60	\$10,050	
2.7 30% Design	40	120	221	130		18	1								530	\$79,690	
Task 2 Total																\$462,000	\$334,000
TASK 3																	
3.1 Quality Assurance	40							20							60	\$10,200	
3.2 Construction Documents	300	545	1000	600	24	90	85								2644	\$397,435	
3.2.1 50%, 75%, 95% and Final Brine Line Submittal																	
3.2.2 50%, 75%, 95% Design Workshop Meeting	20	40													60	\$10,600	
3.2.3 Traffic Control Plans	90	40	250												380	\$60,150	
3.2.4 Construction Cost Estimates	40	40	100	40		10	40								270	\$40,450	
3.2.5 Construction Specifications	30	40	80			80									230	\$30,100	
Task 3 Total																\$511,500	\$548,935
TASK 4																	
4.1 Bidding Services	40	80	40			40									200	\$30,000	
4.2 Construction Contractor Submittals/Shop Drawings Review		20	80												100	\$15,000	
4.3 Respond to Requests for Information	10	80													90	\$15,500	
4.4 Evaluate Change Orders	70	120	110												300	\$49,650	
4.5 Witness System Tests	44	10													54	\$10,060	
4.6 Prepare As-Built Record Drawings		100	40	200											340	\$50,800	
Task 4 Total																\$4,000	\$171,010

**EXHIBIT C
SCHEDULE OF COSTS**

**EXHIBIT C
SCHEDULE OF COSTS**

SCHEDULE OF COSTS																				
TASK	Engineer															Const	Const	TOTAL HOURS	PHASE 1 TOTAL	FUTURE PHASES TOTAL
	Engineer	Engineer	Engineer	Senior	Planner	Tech	Assoc	Senior	Senior II	Const	Surveyor	Surveyor	Surveyor	Sub						
	Principal	Senior II	Assoc	Designer	Senior II	Support	Tech	Inspect	Mngr	Tech	Principal	Assoc	2-Man	Consultant						
FUTURE PHASES																				
TASK 5																				
5.1 Develop and Implement Quality Management Plan	110	70				80										260		\$38,800		
5.2 Conduct Thirdy Party Constructability Review		4						37								41		\$5,490		
5.3 Conduct Labor Compliance										110						110		\$10,450		
5.4 Full Time Construction Inspection		40						1000	200							1240		\$170,800		
5.5 Full Construction - Survey Services											40	140	70			250		\$47,150		
5.6 Attend Construction Constructor Meetings		40							80							120		\$20,400		
5.7 Evaluate and Coordinate Change Orders and Claims									115							115		\$19,550		
5.8 Conduct Compliance Inspections During Construction																				
5.9 Establish and Maintain a Document Management System	20	40														60		\$10,600		
5.10 Assist with Processing of Payment Requests									60							60		\$10,200		
5.11 Technical Interpretation of Plans and Specs		20							65							85		\$14,450		
5.12 Coordinate Punchlist		20							70							90		\$15,300		
Total Task 5																\$908,600		\$363,190		
OPTIONAL TASK 6 (P&G/BS#3)																				
6.0 Project Management	20	115				15										150		\$24,475		
6.1 Survey / Basemap/Geotech		40									75	180	96			391		\$73,550		
6.2 Design Development 30%	20	100	180	100												400		\$60,900		
6.3 Construction Documents 50%, 75%, 95%, 100% PS&E	75	160	550	210		60	42									1097		\$159,090		
6.4 Traffic control Plans	40		120													160		\$25,000		
6.5 Post Design Phase Services		80	50						120	92						342		\$49,990		
6.6 Construction Management		40						200	250	100						590		\$84,800		
Total Task 6																\$448,800		\$477,805		
OPTIONAL TASK 7 (RIVER RIDGE GC BS)																				
7.0 Project Management	20	115				15										150		\$24,475		
7.1 Survey / Basemap/Geotech		40									80	200	100			420		\$78,500		
7.2 Design Development 30%	20	100	180	100												400		\$60,900		
7.3 Construction Documents 50%, 75%, 95%, 100% PS&E	160	235	790	395		61	49									1690		\$249,430		
7.4 Traffic control Plans	40		120													160		\$25,000		
7.5 Post Design Phase Services		160	74						251	203						688		\$99,885		
7.6 Construction Management		49						1000	500	500						2049		\$270,830		
Total Task 7																\$891,000		\$809,020		
OPTIONAL TASK 8 (DEL NORTE BS)																				
8.0 Project Management	20	115				15										150		\$24,475		
8.1 Survey / Basemap/Geotech		40									80	200	100			420		\$78,500		
8.2 Design Development 30%	20	100	180	100												400		\$60,900		
8.3 Construction Documents 50%, 75%, 95%, 100% PS&E	125	255	900	500		80	60									1920		\$279,300		
8.4 Traffic control Plans	40		120													160		\$25,000		
8.5 Post Design Phase Services		160	80						250	200						690		\$100,300		
8.6 Construction Management		40						1000	500	498						2038		\$269,110		
Total Task 8																\$827,200		\$837,585		
TOTALS	2369	4640	5305	2685	692	962	237	3297	2461	1703	475	1120	486	\$4,530,500	26432	\$1,500,345	\$2,487,600			

**EXHIBIT C
SCHEDULE OF COSTS**

TASK	SCHEDULE OF COSTS																	
	Engineer						Engineer	Const	Const								FUTURE	
	Engineer	Engineer	Engineer	Senior	Planner	Tech	Assoc	Senior	Senior II	Const	Surveyor	Surveyor	Surveyor	Sub	TOTAL	PHASE 1	PHASES	
Principal	Senior II	Assoc	Designer	Senior II	Support	Tech	Inspect	Mngr	Tech	Principal	Assoc	2-Man	Consultant	HOURS	TOTAL	TOTAL		
Classification	\$/hr		Classification						Expenses		Cost		Billing		Consultant	Consultant		
													Factor		Phase 1	Future Phases		
12	Principal Engineer	190.00	16	Surveying Associate			145.00	Carollo Engineers				\$ 2,585,000	1.10		\$726,000	\$2,117,500		
11	Senior Engineer II	170.00	21	Two-man Party			275.00	MKN & Associates				\$ 500,000	1.10		\$363,000	\$187,000		
9	Associate Engineer	145.00						Leighton				\$ 834,000	1.10		\$145,900	\$771,100		
6	Senior Designer	140.00						Hannmer Jewell & Associates				\$ 200,000	1.10		\$220,000			
37	Senior II Planner	165.00										*	1.10	0				
43	Technical Support	75.00											1.10					
3	Associate Technician	95.00										*	1.10	0				
30	Senior Construction Inspector	130.00										*	1.10	0				
27	Senior Construction Manager II	170.00										*	1.10	0				
23	Construction Technician	95.00										*	1.10	0				
19	Principal Surveyor	190.00																
Average Rate:		56.762														\$0	\$1,454,900	\$3,075,600
Grand Total =															\$2,955,245	\$5,563,200		

**EXHIBIT C
SCHEDULE OF COSTS**

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7699
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/14

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7699
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[illegible]

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

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

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

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7699

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Rob Roshanian

Date: July 29, 2014
Phone: 385-7682

Reason for Appropriation:

Professional Services Agreement with Penfield & Smith for Engineering and Design Services of the Concentrate Collection System (Agreement No. A-7699) to execute all Phase 1 Tasks for the Concentrate Collection System design.

Accounts and Descriptions

AMOUNT

Fund: 601 - WATER OPERATING FUND

WATER CAMPUS DRAIN&SEC IM (Project 146002)

601-6551-821.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER (655,000)

CONCENTRATE COLL STUDY (Project 116001)

601-6551-821.82-01 SERVICES - ARCHITEC/ENGINEERING 655,000

Sub-total Expenditures 0

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only)

BA Doc# (Finance Use Only)

Revised : 2/23/2012

Attachment No. 2

Page 1 of 1



Meeting Date: 7/29/14

ACTION ☐ Approved Recommendation ☐ Ord. No(s). _____ ☐ Res. No(s). _____ ☐ Other _____	TYPE OF ITEM XX Info/Consent Report ☐ Public Hearing (Info/consent) ☐ Other _____
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Prepared By: Sofia Balderrama Agenda Item No. L-6

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

DATE: July 9, 2014

TO: City Council

FROM: Sofia Balderrama, Management Analyst III
Recreation and Community Services

SUBJECT: Disbursement of Youth Enrichment Program Grant Awards to Seven Non-Profits

RECOMMENDATION

That City Council:

1. Approve the disbursement of \$219,270 in Measure "O" funds to seven non-profit community based organizations: City Impact (Contract No. A -7686 for \$40,000), Coalition for Family Harmony (Contract No. A-7692 for \$20,270), El Centrito Family Learning Centers (Contract No. A - 7689 for \$ 48,000), El Concilio Family Services (Contract No. A- 7691 for \$40,000), Gull Wings Children's Museum (Contract No. A-7690 for \$20,000), Lesson One Co. (Contract No. A-7687 for \$21,000) and Palmer Drug Abuse Program of Ventura County, Inc. (Contract No. A-7688 for \$30,000).
2. Authorize the City Manager or his designee to execute agreements.

DISCUSSION

BACKGROUND

City Council approved Measure "O" funding in the amount of \$219,270 to community based organizations for youth enrichment efforts. CDBG funding was used in the past for these activities, however, is no longer used.

The City of Oxnard's Youth Enrichment Program (YEP) goal is to collaborate with community based organizations to implement proven effective violence prevention, education, and intervention strategies that create multiple opportunities for Oxnard youth. The City accomplishes this through an annual Request for Proposal (RFP) application process.

The City seeks non-profit agencies that possess the organizational structure, facilities, equipment, experience, and qualified staff necessary to manage the proposed program. All the grant funds must be fully utilized in the contract while maintaining timely and accurate documentation and reporting practices.

RFP APPLICATION PROCESS

A mandatory technical assistance workshop was held for all prospective applicants on February 19, 2014. The purpose of the workshop was to explain this year's allocation process, review of the application process, the schedule, criteria and funding priorities and to answer any questions relating to funding requirements.

In order to ensure maximum promotion of this workshop, a press release was emailed to over 300 agencies. Current grant recipients were also emailed about the mandatory meeting and the upcoming RFP application process. In addition, a notice appeared in the Oxnard Star News. Furthermore, an announcement and RFP application packet was posted on the City of Oxnard's website informing the public of the availability of the application and the mandatory workshop.

Subsequently, thirty agencies attended the mandatory workshop. Of these agencies, fifteen proposals were submitted by the deadline of February 27, 2014 totaling \$ 496,709.70 in funding requests. As part of the RFP process, a Citizen's Ad Hoc Review Committee ("the Committee") was formed to specifically review and select youth enrichment programs from the proposals that were submitted. This year, the Committee was comprised of five members from the community with diverse backgrounds and extensive years of experience in the field of youth development. As youth advocates and practitioners, these members have a unique understanding of the emerging needs of youth in Oxnard.

The Committee's selection of the proposals is based on the criteria set forth by the Youth Enrichment Program's funding priorities including:

- Educational enhancement programs (tutoring, remediation in basic skills, etc.)
- Youth employment/vocational educational & training programs (resume writing, career development, job skills training, etc.)
- Youth's health and safety programs (positive alternative activities, education on childhood obesity and its prevention, etc.)
- Parent /family intervention and support programs (teen pregnancy, HIV/AIDS, violence prevention, substance abuse, etc.)

Agencies must also demonstrate their ability to provide direct support services that enhance youth asset development and reduce risk factors by following certain guidelines including:

- A minimum of 85% of the budget must be allocated for direct services
- A minimum of 50% agency match is required
- Direct services must target elementary and/or middle through high school aged youth whose ages range from 9 to 18 years old.

Additionally, non-profit agencies must be in operation for a minimum of one year and must provide one following documentation to be eligible for YEP funding.

Disbursement of Youth Enrichment Program Grant Awards to Seven Non-Profits

July 29, 2014

Page 3 of 4

- Articles of incorporation
- Current Federal Non-Profit Determination Letter
- Current State Non-Profit Determination Letter
- A list of current Board of Directors and agency bylaws
- An Oxnard business license and insurance coverage
- Audited Financial Statements Reviewed by an Independent Auditor
OR Compilation of Financial Statements with Auditor's opinion /finding

Other factors the Committee considered during their funding deliberations were duplication of services, over-reliance on City funding, program viability and effectiveness, and available funding from other resources.

As a result, the Committee is recommending that City Council to disburse the YEP Measure "O" funding and enter into an agreement with the following agencies:

Non-Profit Agency:	Description of Proposed Program	Recommended Grant Award:
City Impact, Inc.	City Impact's Prevention and Early Intervention Program Agency proposes to provide prevention and early intervention classes to 80 at-risk youth ages 8-18 years addressing anger management, gang awareness, alcohol/substance abuse, and social skills. Holistic case management will be given to an additional 50 high-risk youth involved in or potentially at-risk for involvement in the juvenile justice system. The agency intends to serve a projected total of 130 Oxnard youth.	\$ 40,000
Coalition for Family Harmony	Youth Leadership Teen Dating Violence Prevention Agency proposes to provide education in the prevention and awareness to end Teen Dating Violence inclusive of informational presentations and Intervention groups for students. As an added component, prevention curriculum training will be given to potential youth leaders to unite and support peers beyond the established 10-week curriculum by engaging in active community efforts. The agency intends to serve a projected total of 140 Oxnard youth.	\$ 20,270
El Centrito Family Learning Centers	After School & Summer STEM Academy Agency proposes to provide educational services to 150 Oxnard youth that specifically target California's Common Core standards including Creativity, Critical Thinking, Collaboration, Communication, and Perseverance.	\$ 48,000
El Concilio Family Services	Teen Pregnancy Prevention Agency proposes to provide the Youth for Success Teen Pregnancy Prevention Program to 500 Oxnard youth. The state approved curriculum "Safer choices", combined with the "Reducing the Risk" curriculum will be presented to the youth.	\$40,000

Gull Wings Children's Museum	Wingnauts Educational Program The agency proposes to engage 1,500 Oxnard school children in the Wingnauts educational programming. Focus will be centered on making this program available to children who are not able to easily access the museum facility via free educational programming and field trips. A secondary goal of this program is to offer free weekend admission and market specifically to the local community.	\$20,000
Lesson One	Social/Academic Success for Oxnard Youth Agency will teach skills of self- control, resiliency, stress reduction, respect for diversity, empathy, and accountability to 1,100 Oxnard Youth in the Marina West and Hathaway Elementary School. Comprehensive training is provided to students and staff enabling classroom educators to successfully integrate the intervention strategies into the school culture.	\$21,000
Palmer Drug Abuse Program (PDAP)	Treatment and Early Intervention for High Risk Youth Agency proposes to provide a significant expansion of middle school early intervention and high school level community treatment services. Services have been expanded to Intermediate/Middle Schools in Oxnard and El Rio School Districts and Blackstock Jr. High School in the Hueneme Elementary School District. Counselors will assess the severity of each youth's using patterns and related behaviors and provide weekly group and individual counseling that is developmentally appropriate to sixth, seventh, and eighth graders. Community based treatment services will also be provided to high school students off-campus at two community locations.	\$30,000
	TOTAL MEASURE "O" FUNDS AVAILABLE:	\$219,270

FINANCIAL IMPACT

On May 21, 2013, City Council approved an additional appropriation of \$150,000 in Measure "O" funding (account no. 104-5312-801-8209) to Community Based Organization Contributions. In addition, the Measure "O" account currently has a balance of \$69,270 which represents unspent monies from FY 12-13.

SB:mmn

- Attachment #1 – Agreement No. A-7686 with City Impact
- Attachment #2 – Agreement No. A-7692 with Coalition for Family Harmony
- Attachment #3 – Agreement No. A-7689 with El Centrito Family Learning Centers
- Attachment #4 – Agreement No. A-7691 with El Concilio Family Services
- Attachment #5 – Agreement No. A-7690 with Gull Wings Children's Museum
- Attachment #6 – Agreement No. A-7687 with Lesson One Company, Inc.
- Attachment #7 – Agreement No. A-7688 with PDAP of Ventura County, Inc.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and City Impact, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services. City reserves its right to monitor the performance of Consultant and to conduct on-site visits to ensure compliance with this Agreement.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sofia Balderrama ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement within the City of Oxnard at a place or location approved by the City.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Betty Alvarez Ham, President as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 15, 2014, and expire on June 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$40,000 pursuant to the budget contained in Exhibit C, attached hereto and incorporated by this reference in full herein, for reimbursement of costs and expenses that Consultant necessarily incurs to provide the Services and that are eligible for reimbursement under applicable regulations.

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

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

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

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

15. Consultant Match

At a minimum, Consultant shall provide a fifty percent (50%) (dollar-for-dollar) match for the compensation it receives to provide the Services pursuant to this Agreement. The match may come from another grant, donations, from Consultant's organization, partners of Consultant or from any combination thereof. The match may consist of real dollars or in-kind

(non-cash) contributions of labor, services, materials, equipment, supplies, and/or travel expenses that are necessary and reasonable for the provision of the Services. Consultant may count donated professional services and volunteer labor as matches.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, the actual goals obtained, the number of youth served and Consultant's matching real dollar or in-kind contribution to the costs it has incurred to provide the Services. The invoice shall be in a form satisfactory to Manager. The invoice shall also identify the Services by project as specified by Manager.

b. For each monthly billing cycle, Consultant shall submit with all monthly invoices all documentation that evidences its matching contribution, which covers the costs that Consultant has incurred. Consultant shall submit all monthly invoices for the Services performed under this Agreement by the expiration of this Agreement. City shall not be responsible for any costs or expenses that Consultant incurs after the expiration or earlier termination of this Agreement.

c. Consultant agrees that a minimum of eight-five percent (85%) of the costs delineated on any one invoice shall be attributed to the direct cost of providing the Services.

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

e. Consultant shall comply with generally accepted accounting principles and procedures, implement adequate internal controls, and maintain source documentation for all costs incurred.

17. Responsibility for Expenses

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

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, records fully describing each activity Consultant undertakes pursuant to this Agreement, client data, source documentation for all reimbursed expenditures and documented match requirements, and any other data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services, maintain the documents and materials for a period of no less than three years from completion of the Services.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

20. Maintenance and Inspection of Records

a. Prior to the provision of the Services, Consultant shall submit to City a copy of its most recent audit as prescribed by its bylaws or submit to City a copy of the IRS Form 990 and any applicable schedules for the 2013 filing year if an audit is not required by Consultant's bylaws. With its submission, Consultant shall also include the auditor's opinion and any findings disclosed in the recent audit or, if applicable, the Statement of Financial Condition, Statement of Activities and Statement of Functional Expense contained within the IRS Form 990 document.

b. Within thirty (30) days of Consultant's receipt of an audit report that notes deficiencies in such records, Consultant shall fully correct such deficiencies. Failure to correct such deficiencies shall constitute a breach of this Agreement and may result in the City withholding payment or termination.

c. Consultant agrees that City or its auditors shall have access to and the right to

audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

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

22. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

23. Insurance

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

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

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

24. Independent Contractor

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

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

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

25. Consultant Not Agent

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

26. Conflict of Interest

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

27. Assignability of Agreement

Consultant shall not assign or transfer the rights or obligations of this Agreement without the express written consent of City, which consent may be withheld for any reason; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Consultant shall promptly give City notice of any such assignment or transfer.

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

30. Force Majeure

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

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

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

36. Waiver

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

37. Counterparts

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

38. Arbitration

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

39. Expenses of Enforcement

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

40. Authority to Execute

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

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

41. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to City Impact, Inc., P.O. Box 5678, Oxnard, California 93031, Attention: Betty Alvarez Ham, President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard Recreation and Community Services, 555 South "A" Street, Suite 265, Oxnard, California 93030, Attention: Sofia Balderrama.

42. Amendment

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

43. Entire Agreement

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

CITY OF OXNARD

Greg Nyhoff, City Manager

CONSULTANT

Betty Alvarez Ham, President
City Impact, Inc.,
Federal Tax Identification #: 77-0388915

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Terrel Harrison, Interim Recreation Superintendent

APPROVED AS TO CONTENT:

Sofia Balderrama, Project Manager

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM**

SCOPE OF SERVICE

Agency Name: City Impact Program Name: City Impact's Prevention & Early Intervention Program

Service Period: 7/15/2014 to 6/30/2015

Is this a new project? YES X or NO

Program Goal:

1. 50 Oxnard youth will receive case management services
2. 100% of case management participants will have a home visit conducted and parent/family intervention and support services will be offered; participants will be enrolled in at least one age appropriate education/prevention program; i.e.; High School/Educational Institution, substance abuse, work readiness, gang awareness, violence prevention etc.
3. 80 Oxnard youth will participate in the school-based early intervention and prevention classes on school campuses

Program Description:

CI's Prevention and Early Intervention Program targets at-risk/high-risk youth (8-18 years old) with behavioral issues that lead to poor academic performance, low school attendance, drug/alcohol use, involvement in delinquent, criminal and/or gang activities. Services include: gang awareness education, violence prevention strategies, positive choices, group mentoring, case management, after school recreational activities, academic assistance and counseling services. The program is a model in which transformations in behavior, attitude, academic progress, social skills, and developmental assets are the anticipated outcomes for every youth.

Holistic Case Management: Case Management services will be provided to fifty (50) high-risk youth involved in the juvenile justice system and youth at-risk of being involved in the juvenile justice system. The case manager will guide each participant through the complex process of goal setting, academic enrollment, personal development and work readiness.

Case managers will be engaged with participants and their families throughout the program. Due to the numerous need factors among the target population, every case/service plan will be unique to the needs and skill set of each individual. Eligible participants will work with their case manager to develop an appropriate service plan that emphasizes social skills, education, and employability for age appropriate

ATTACHMENT 1
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participants. Additional services will be offered such as individual/family counseling, parenting classes, gang intervention programs, and food assistance. Case managers track participant performance, initiate new components into the service plan as needed or as progress dictates, and provide follow-up services to maintain the much-needed practical and emotional support for participants. Additionally, case managers solicit input from collaborative partners and stakeholders (e.g., teachers, probation, police, employers, service providers).

School-Based Prevention Services: Prevention and Early Intervention classes will be offered on school campuses for 80 at-risk youth to address the need factors on campuses: ie: anger management, gang awareness, alcohol/substance abuse, and social skills. City Impact will utilize the following evidence-based programs:

Seeking Safety – a present-focused therapy to help people attain safety from trauma and substance abuse. The classes are designed for flexible use and have an overarching goal to help the student attain safety in their relationships, thinking, behavior and emotions. Topics include: Honesty, Asking for Help, Setting Boundaries in Relationships, Healthy Relationships, Compassion, Recovery Thinking, Commitment, Coping with Triggers, and Life Choices

Teen Project – a 10 week Personal and Social Responsibility class focused on accountability, communication, cooperation, dependability, goal-setting, honesty, integrity, problem-solving, reliability, responsibility, respectfulness, self-control and self-discipline.

Life Skills - modules will include: Team Building, Self Discovery, Personal Appearance, Conflict Resolution, Community Involvement, Personal Relationships, STD & HIV/Aids Awareness, Substance Abuse Prevention and Healthy Habits. The primary focus will be on gang awareness, self-perception, substance abuse, goal setting and positive choices.

Total Number of Youth Projected to be Served: 130 youth

CITY OF OXNARD

YOUTH ENRICHMENT PROGRAM
SCOPE OF SERVICE

Term: 7/15/2014 – 6/30/2015

Order	Accomplishments (Projected Performance Outcomes)	Methodology for Measuring Outcomes	Description of Activity/ Services	Projected No. of Youth to be served
	Recruit 50 youth for case management	Case notes on each youth	Work closely with Oxnard Police Department, Ventura County Probation Agency, Oxnard High School District, Oxnard School District, Gateway High School, and City Impact's Street Team for referrals	50
	Program Participants will have a home visit conducted and parent/family intervention and support services will be offered	Case notes on each youth	During enrollment process, a home visit will be conducted to evaluate need factors; home visits will continue as needed. Parental support will also be offered as needed (parenting classes, counseling services, food, etc.)	
	Participants will be enrolled in an age appropriate education/intervention services.	Case notes on each youth, sign-in sheets, and pre/post surveys will be administered.	Primary focus is gang awareness and violence prevention; however, participants will have the opportunity to receive information/services regarding: Violence prevention strategies, Substance abuse and the personal impact it has as well as the impact on others, Anger Management, Self-discipline and problem solving strategies, and Goal setting and goal attainment. Participants 16-18, interested in the Work Readiness Program will receive job search skills, proper interview skills and techniques, personal resume building, preparation of cover and thank you letters, and career development.	

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EXHIBIT A

	Recruit 80 youth for Prevention/Early Intervention school-based education classes on school campuses.	Sign-in sheets and pre/post surveys will be administered	Will work closely with Oxnard Elementary, Middle and High Schools for referrals.	80
	TOTAL YOUTH			130

(You may add additional activities if necessary)

CITY OF OXNARD YOUTH ENRICHMENT PROGRAM

YEP 2013-2014

Contract Period: July 15, 2014 to June 30, 2015

REPORTING TIMELINE

MONTHLY REPORTING PERIOD	INVOICE REPORT PACKET* DUE DATE (by Noon)
July 15, 2014 – June 30, 2015	All invoice reporting packets are due on the 3rd Wednesday of each month for the previous month's service. No payment will be processed after final due date. No exceptions!

MONTHLY INVOICE REQUIREMENTS

In order to process payment, the quarterly invoice report packet should include all of the following:

1. Monthly Program Progress Report for each reimbursement request.
2. City supplied invoice with requested reimbursement inserted into the Excel worksheet.
*(Invoice shall adhere to approved budget, Exhibit B.)
3. Itemized list of all expenditures totaling each category amount reflected in the invoice.
4. Source documentation for all requested reimbursement and documented match as reflected in the invoice.

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YOUTH ENRICHMENT PROGRAM BUDGET

City Impact

Name of Agency:

Early Intervention/Prevention

Project Name:

July 15, 2014 - June 30, 2015

Service Period

REVENUE CATEGORIES:TOTAL BUDGET:

Total Measure "O" Funds Awarded

\$ 40,000

1. Cash Match

\$ 21,664

2. In-Kind Match

\$ -

3. Contributions/Program Income

\$ -

TOTAL PROJECT REVENUE:

\$ 61,664

COST CATEGORIES:TOTAL BUDGET:

1. Total Personnel Costs

\$ 56,708

2. Total Volunteer Time

\$ -

3. Total Travel & Training Costs

\$ 2,606

4. Total Supplies & Materials Costs

\$ 375

5. Total Other Costs

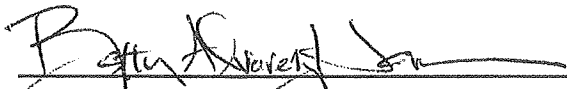
\$ 1,975

TOTAL PROJECT COST:

\$ 61,664

Note: Total project revenue must equal total project costs

AUTHORIZATION



 Agency's President/Director, Signature

 Betty Alvarez Ham, President

 Name and Title (Typed)



 Project Manager, Signature

 Pamela Stewart, VP of Programs

 Name and Title (Typed)
ATTACHMENT 1PAGE 17 OF 28

EXHIBIT C

Name of Agency: City Impact

Project Name: Early Intervention/Prevention

PROJECT BUDGET

REVENUE CATEGORIES		AMOUNT
1. MEASURE "0" FUNDS AWARDED (Amount)		
	Sub-Total	\$ 40,000
2. CASH MATCH (Specify Source & Use)		
	Sub-Total	\$ 21,664
3. IN-KIND MATCH (Specify Source & Use)		
	Sub-Total	\$ -
4. CONTRIBUTIONS/PROGRAM INCOME (Specify Source & Use)		
	Sub-Total	\$ -
		\$
TOTAL PROJECT REVENUE:		\$ 61,664

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Name of Agency: City ImpactProject Name: Early Intervention/Prevention**COST CATEGORIES**

Please Note: Col. A = Col. B
+ Col. C + Col. D + Col. E

	Col. A	Col. B	Col. C	Col. D	Col. E
BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
1. PAID PERSONNEL:					
<i>Please list job titles, rates, and calculations.</i>					
Case Manager (\$22/hour)	\$ 26,928	\$ 26,928			
Case Manager (\$14/hour)	\$ 2,240	\$ 2,240			
Case Manager (\$21/hour)	\$ 18,144		\$ 18,144		
Project Mgr (\$34.40/hour)	\$ 2,477	\$ 2,477			
A. Total Wages	\$ 49,789	\$ 31,645	\$ 18,144	\$ -	\$ -
Payroll Taxes:					
O.A.S.D.I. 6.46%	\$ 3,216	\$ 2,044	\$ 1,172	\$ -	\$ -
MEDICARE 1.45%	\$ 722	\$ 459	\$ 263	\$ -	\$ -
S.U.I. 1.24%	\$ 617	\$ 392	\$ 225	\$ -	\$ -
B. Total Taxes	\$ 4,555	\$ 2,895	\$ 1,660	\$ -	\$ -
Employee Benefits:					
<i>Please list</i>					
Workers' Comp. 1%	\$ 497	\$ 317	\$ 180	\$ -	\$ -
Other 3.75%	\$ 1,867	\$ 1,187	\$ 680	\$ -	\$ -
(Health & Retirement)					
C. Total Benefits	\$ 2,364	\$ 1,504	\$ 860	\$ -	\$ -
1. Total Paid Personnel Costs	\$ 56,708	\$ 36,044	\$ 20,664	\$ -	\$ -

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ATTACHMENT 1
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EXHIBIT C

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
2. VOLUNTEER TIME:					
2. Total Volunteer Time	\$ -	\$ -	\$ -	\$ -	\$ -
3. TRAVEL & TRAINING:					
A. Staff Travel:					
➤ 100 miles/wk x \$.51/mi	\$ 1,836	\$ 1,836			
Auto Insurance	\$ 770	\$ 770			
B. Staff Training:					
3. Total Travel & Training	\$ 2,606	\$ 2,606	\$ -	\$ -	\$ -
4. SUPPLIES & MATERIALS:					
➤ Supplies	\$ 150	\$ 150			
➤ Materials					
➤ Other - Phone	\$ 225	\$ 225			
4. Total Supplies & Materials	\$ 375	\$ 375	\$ -	\$ -	\$ -

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ATTACHMENT 1
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EXHIBIT C

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
5. OTHER:					
<i>Please list</i>					
➤ Building Space (Address & Sq.Ft) /	\$ 360	\$ 360			
➤ Calculations					
➤ Insurance	\$ 225	\$ 225			
➤ Other (specify)					
Audit	\$ 390	\$ 390			
Participant Support	\$ 1,000		\$ 1,000		
5. Total Other Costs	\$ 1,975	\$ 975	\$ 1,000	\$	\$
Total Project Costs					
Col A - (Col B + C + D + E)	\$ 61,664	\$ 40,000	\$ 21,664	\$	\$

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 Edgewood Partners Insurance Centers (EPIC) [Irvine Branch] P.O. Box 5003 San Ramon, CA 94583	1-925-244-7700	CONTACT NAME: Edgewood Partners Insurance Center PHONE (A/C, No, Ext): (925) 244-7700 FAX (A/C, No): (925) 901-0671 E-MAIL: EPICcerts@edgewoodins.com ADDRESS: EPICcerts@edgewoodins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ALLIANCE OF NONPROFITS FOR INS RRG		10023
INSURER B: OAK RIVER INS CO		34630
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 39254022 **REVISION NUMBER:**

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

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		201005416	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☐ PRO-JECT ☒ LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED ☐ RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		2200007446141	04/08/14	04/08/15	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Professional Liability		201005416	01/01/14	01/01/15	E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Occ 3,000,000Ag

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Oxnard, its City Council, officers, employees, agents and volunteers are add as additional insured as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard 300 West Third Street, Suite 302 Oxnard, CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location that the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

POLICY NUMBER: 201005416

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STEVEN C. POLLACK LIC# 0562754
100 E THOUSAND OAKS BLVD STE #144
THOUSAND OAKS, CA 91360



CONTACT NAME: Steve Pollack
PHONE (A/C, No, Ext): 805-496-1951 **FAX (A/C, No):** 805-495-0279
E-MAIL ADDRESS: steve@spollack.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm General Insurance Company	25151
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CITY IMPACT
PO BOX 5678
OXNARD, CA 93031-5678

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Y		138 7270-B09-75	02/09/2014	08/09/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2004 CHEVROLET EXPRESS VAN
VIN: 1GAHG39U441100939

Endorsement(s) that apply: 6028 AU

CERTIFICATE HOLDER

CANCELLATION

Additional Insured:
City of Oxnard
305 W. Third Street, Suite 302
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

1001486 132849.6 11-15-2010

ATTACHMENT

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**6028 ADDITIONAL INSURED
(Prior Notice of Termination)**

This endorsement is a part of *your* policy. Except for the changes it makes, all other terms of the policy remain the same and apply to this endorsement. It is effective at the same time as *your* policy unless a different effective date is specified by us in writing.

It is agreed that **LIABILITY – COVERAGE A** of *your* policy is extended to the party named on the declarations page as an Additional Insured. The Additional Insured is subject to the provisions of the policy granting coverage to an *insured* other than *you*. The Additional Insured:

1. has the same right of recovery under this policy as before;
2. is not liable for any premium or other expenses under this policy;
3. is not a member of the State Farm Mutual Automobile Insurance Company of Bloomington, Illinois.

This policy will not be changed or terminated as to the interest of the Additional Insured unless we give such insured notice. The number of days' notice we will give is ten unless another number is shown on the declarations page.

Insured:

City Impact
P.O. Box 5678
Oxnard, CA 93031-5678

Additional Insured:

City of Oxnard
305 W. Third Street, Suite 302
Oxnard, CA 93030

Policy Number: 138 7270-B09-75

South C Street, Oxnard, California 93030
(805) 385-7817 • Fax (805) 385-7836

NON TRANSFERABLE OR ASSIGNABLE

Expiration Date: 6/30/14

Classification Code Description: **REGISTERED NON-PROFIT**

Owner's Name: CITY IMPACT.INC


 CITY IMPACT, INC
 PO BOX 5678
 OXNARD CA 93031

This Business Tax Certificate is issued as an acknowledgement for the payment of a business tax.

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-19 - Duplicate business tax certificates. If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

- (a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- (b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

(a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.

(b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable... in advance on the first day of businesss...

(a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. This penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the license tax due.

(a) A certificant shall not be entitled to a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

CITY OF **ATTACHMENT** 1
OXNARD 29 07 29

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Coalition for Family Harmony ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services. City reserves its right to monitor the performance of Consultant and to conduct on-site visits to ensure compliance with this Agreement.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sofia Balderrama ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement within the City of Oxnard at a place or location approved by the City.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Caroline Prijatel-Sutton, Executive Director, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 15, 2014, and expire on June 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$20,270 pursuant to the budget contained in Exhibit C, attached hereto and incorporated by this reference in full herein, for reimbursement of costs and expenses that Consultant necessarily incurs to provide the Services and that are eligible for reimbursement under applicable regulations.

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

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

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

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

15. Consultant Match

At a minimum, Consultant shall provide a fifty percent (50%) (dollar-for-dollar) match for the compensation it receives to provide the Services pursuant to this Agreement. The match may come from another grant, donations, from Consultant's organization, partners of Consultant or from any combination thereof. The match may consist of real dollars or in-kind

(non-cash) contributions of labor, services, materials, equipment, supplies, and/or travel expenses that are necessary and reasonable for the provision of the Services. Consultant may count donated professional services and volunteer labor as matches.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, the actual goals obtained, the number of youth served and Consultant's matching real dollar or in-kind contribution to the costs it has incurred to provide the Services. The invoice shall be in a form satisfactory to Manager. The invoice shall also identify the Services by project as specified by Manager.

b. For each monthly billing cycle, Consultant shall submit with all monthly invoices all documentation that evidences its matching contribution, which covers the costs that Consultant has incurred. Consultant shall submit all monthly invoices for the Services performed under this Agreement by the expiration of this Agreement. City shall not be responsible for any costs or expenses that Consultant incurs after the expiration or earlier termination of this Agreement.

c. Consultant agrees that a minimum of eight-five percent (85%) of the costs delineated on any one invoice shall be attributed to the direct cost of providing the Services.

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

e. Consultant shall comply with generally accepted accounting principles and procedures, implement adequate internal controls, and maintain source documentation for all costs incurred.

17. Responsibility for Expenses

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

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, records fully describing each activity Consultant undertakes pursuant to this Agreement, client data, source documentation for all reimbursed expenditures and documented match requirements, and any other data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services, maintain the documents and materials for a period of no less than three years from completion of the Services.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

20. Maintenance and Inspection of Records

a. Prior to the provision of the Services, Consultant shall submit to City a copy of its most recent audit as prescribed by its bylaws or submit to City a copy of the IRS Form 990 and any applicable schedules for the 2013 filing year if an audit is not required by Consultant's bylaws. With its submission, Consultant shall also include the auditor's opinion and any findings disclosed in the recent audit or, if applicable, the Statement of Financial Condition, Statement of Activities and Statement of Functional Expense contained within the IRS Form 990 document.

b. Within thirty (30) days of Consultant's receipt of an audit report that notes deficiencies in such records, Consultant shall fully correct such deficiencies. Failure to correct such deficiencies shall constitute a breach of this Agreement and may result in the City withholding payment or termination.

c. Consultant agrees that City or its auditors shall have access to and the right to

audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

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

22. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

23. Insurance

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

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

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

24. Independent Contractor

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

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

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

25. Consultant Not Agent

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

26. Conflict of Interest

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

27. Assignability of Agreement

Consultant shall not assign or transfer the rights or obligations of this Agreement without the express written consent of City, which consent may be withheld for any reason; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Consultant shall promptly give City notice of any such assignment or transfer.

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

federal law.

30. Force Majeure

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

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

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

36. Waiver

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

37. Counterparts

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

38. Arbitration

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

39. Expenses of Enforcement

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

40. Authority to Execute

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

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

41. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Coalition for Family Harmony, 1030 North Ventura Road, Oxnard, California, Attention: Caroline Prijatel-Sutton, Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard Recreation and Community Services, 555 South "A" Street, Suite 265, Oxnard, California 93030, Attention: Sofia Balderrama.

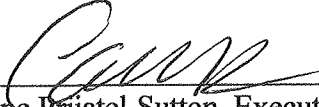
42. Amendment

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

43. Entire Agreement

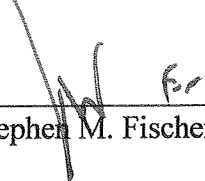
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CONSULTANT



Caroline Prijatel-Sutton, Executive Director
Coalition for Family Harmony
Federal Tax Identification #: 95-3433822

APPROVED AS TO FORM:



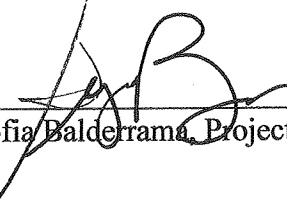
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Sofia Balderrama, Project Manager

CITY OF OXNARD:

Greg Nyhoff, City Manager

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM**

SCOPE OF SERVICE

Agency Name: Coalition for Family Harmony
 Program Name: Oxnard Rape Prevention Education Youth Leadership
 Program

Service Period: 7/15/2014 to 6/30/2015

Is this a new project? YES x or NO

Program Goal:

Our goal is to empower youth of Oxnard to lead prevention and awareness to end teen dating and bullying violence. Targeting at-risk youth ages 9-18 who have not yet been served by our program, or are potential candidates for youth leadership. The program will emphasize violence warning signs, bystander intervention methods, and breaking the stigmas of violence reporting in their age groups. Utilizing our expertise, we will focus prevention curriculum on training of youth leaders to unite and support peers beyond the 10-week groups by engaging in active community prevention efforts

Program Description:

Currently, the Coalition maintains a partnership with Fremont and Rio Mesa of the Oxnard School District, providing informational presentations and Teen Dating Violence and Bystander Intervention groups for students. These groups are designed to empower youth to change the way they see themselves and fosters a positive environment to encourage positive changes in their community. The educational component of these groups is designed to challenge the social norms that support physical, emotional, and sexual violence in relationships.

Our groups are conducted in separate male and female sessions using reputable 10-week curriculum from Love is Not Abuse, Girl's Circle and The Council for Boys and Young Men. Groups are facilitated by a male and female Marriage Family Therapist intern appropriate for their respective gender groups and are available in both English and Spanish.

1 | 2
 ATTACHMENT 2
 PAGE 12 OF 25

Total Number of Youth Projected to be Served:

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM
SCOPE OF SERVICE**

Term: 7/15/2014 – 6/30/2015

Accomplishments (Projected Performance Outcomes)	Methodology for Measuring Outcomes	Description of Activity/ Services	Projected No. of Youth to be served
-Secure dates for the 2014/2015 School year sessions with students for 3 TDV groups (10 weeks each) and 3 bystander groups (8 weeks each) at one high school and middle school for each program -Plan recruiting strategy for Student Volunteers	- Confirmed dates with schools for sessions - Confirmed strategy for recruitment	-Collaborate with school counselors to secure appropriate dates for sessions in the first quarter -Plan open house for Student Volunteers once school is back in session	0 0
-Conduct 3 TDV groups and 3 bystander Intervention groups -Conduct informational sessions for parents and administrators at schools -Open house for student volunteers and training for approximately 5 volunteers	-Administer Pre and Post tests to each group for Evidence Based stats and measures of improvement. - Training will include Pre and Post tests for measuring outcomes	-Groups that empower youth to understand unhealthy relationships, bystander intervention and warning signs of violence. -Sessions to inform parents and administrators about the session's students are participating in. -Training to educate volunteers on TDV and Bystander Intervention as well as how to be a peer support and mentor	45 5
-Conduct 3 TDV groups and 3 bystander Intervention groups	-Administer Pre and Post tests to each group for Evidence Based stats and measures of improvement.	-Groups that empower youth to understand unhealthy relationships, bystander intervention and warning signs of violence.	45

ATTACHMENT 2
PAGE 13 OF 25

-Conduct informational sessions for parents and administrators at schools		-Sessions to inform parents and administrators about the session's students are participating in.	
-Student Volunteers begin mentorship of students in TDV and Bystander sessions and facilitate groups	- Student Volunteers document experience with participants and measurement of change in attitudes	-Student Volunteers teach leadership skills to participants and facilitate groups	
-Conduct 3 TDV groups and 3 bystander Intervention groups	-Administer Pre and Post tests to each group for Evidence Based stats and measures of improvement.	-Groups that empower youth to understand unhealthy relationships, bystander intervention and warning signs of violence.	45
-Conduct informational sessions for parents and administrators at schools		-Sessions to inform parents and administrators about the session's students are participating in.	
-Student Volunteers continue mentorship of students in TDV and Bystander sessions and facilitate groups	- Student Volunteers document experience with participants and measurement of change in attitudes	-Student Volunteers teach leadership skills to participants and facilitate groups	
TOTAL YOUTH			140

(You may add additional activities if necessary)

CITY OF OXNARD YOUTH ENRICHMENT PROGRAM**YEP 2013-2014****Contract Period: July 15, 2014 to June 30, 2015****REPORTING TIMELINE**

MONTHLY REPORTING PERIOD	INVOICE REPORT PACKET* DUE DATE (by Noon)
July 15, 2014 – June 30, 2015	All invoice reporting packets are due on the 3 rd Wednesday of each month for the previous month's service. No payment will be processed after final due date. No exceptions!

MONTHLY INVOICE REQUIREMENTS

In order to process payment, the quarterly invoice report packet should include all of the following:

1. Monthly Program Progress Report for each reimbursement request.
2. City supplied invoice with requested reimbursement inserted into the Excel worksheet.
*(Invoice shall adhere to approved budget, Exhibit B.)
3. Itemized list of all expenditures totaling each category amount reflected in the invoice.
4. Source documentation for all requested reimbursement and documented match as reflected in the invoice.

YOUTH ENRICHMENT PROGRAM BUDGET

Coalition for Family Harmony
Name of Agency:

Teen Dating Violence
Project Name:

7/15/14-6/30/14

Service Period

REVENUE CATEGORIES:

Total Measure "O" Funds Awarded

1. Cash Match

\$ _____

2. In-Kind Match

10,920

3. Contributions/Program Income: where?
\$9270.24 Contributed from Cal OES \$5,000 from CDPH

\$ 14,270.24 _____

TOTAL PROJECT REVENUE:

\$45,460.24

COST CATEGORIES:

1. Total Personnel Costs

\$ 29,403 _____

2. Total Volunteer Time

\$10,920

3. Total Travel & Training Costs

\$1,500

4. Total Supplies & Materials Costs

\$2,200.00

5. Total Other Costs

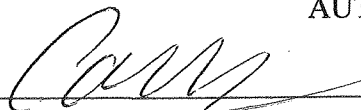
\$ 1435.18 _____

TOTAL PROJECT COST:

\$45,460.24

Note: Total project revenue must equal total project costs

AUTHORIZATION



Agency's President/Director, Signature
Caroline Prijatel-Sutton
Name and Title (Typed)



Project Manager, Signature
Rachel Lambert
Name and Title (Typed)

ATTACHMENT

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EXHIBIT C

Name of Agency: Coalition for Family Harmony Name of Project TDV

PROJECT BUDGET

REVENUE CATEGORIES		AMOUNT
1. MEASURE "0" FUNDS AWARDED (Amount)		
	Sub-Total	\$20,270
2. CASH MATCH (Specify Source & Use)		
	Sub-Total	\$
3. IN-KIND MATCH (Specify Source & Use)		
Five student volunteers from Oxnard High Schools will be trained to provide leadership and mentorship to other students 4 hours/ week for 26 weeks	Sub-Total	\$10,920
4. CONTRIBUTIONS/PROGRAM INCOME (Specify Source & Use)		
The contributed portion of the program income is from current Rape Prevention Education funding from CDPH	Sub-Total	\$14,270.24
		\$45,460.00
TOTAL PROJECT REVENUE:		\$45,460.24

ATTACHMENT 2
PAGE 17 OF 25

Name of Agency: Coalition for Family Harmony Project Name: TDV**COST CATEGORIES**

Please Note: Col. A = Col. B +

Col. C + Col. D + Col. E

Col. A

Col. B

Col. C

Col. D

Col. E

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
1. PAID PERSONNEL:					
<i>Please list job titles, rates, and calculations.</i>					
TDV Prevention Coordinator; \$49,920/year x 20% (8 hours/ week for 36 weeks (9 months)	6912	2073			4839
MFT Intern Group Facilitator \$19/hour x 8 hours /week x 36 weeks (9 months) x 2 positions	10944	6566			4378
MFT Intern and Volunteer group Trainer \$19/hour x 4 hours/week x 36 weeks (9 months)	2736	2736			0
A. Total Wages	20592	11375			9217
Payroll Taxes:					
O.A.S.D.I. <u>1</u> %	205.92	113.75			92.17
MEDICARE <u>1.45</u> %	298.58	164.93			133.64
S.U.I. <u>5.40</u> %	1112.64	614.93			497.71
B. Total Taxes	1617.48	893.61			723.52
Employee Benefits:					
<i>Please list</i>					
Workers' Comp. <u>2.4</u> %	532.99	294.44			238.57
Medical/Dental <u>30</u> %	6662.49	3680.6			2982.15
C. Total Benefits	7195.48	3975.04			3220.72
1. Total Paid Personnel Costs	29404.96	16243.72			13161.24

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ATTACHMENT 2

PAGE 18 OF 25

EXHIBIT C

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
2. VOLUNTEER TIME:					
<i>4 hours/week x \$21 x 26 weeks (school start –end of December) x 5 Volunteers</i>	10920			10920	
2. Total Volunteer Time	10920			10920	
3. TRAVEL & TRAINING:					
A. Staff Travel:					
➤ Miles/ Rate					
\$00.56 x 720 miles (20 miles/week for 36 weeks)	403	403			
B. Staff Training:	1097	1097			
3. Total Travel & Training	1500	1500			
4. SUPPLIES & MATERIALS:					
➤ Supplies	700	700			
➤ Materials	1500	1500			
➤ Other					
4. Total Supplies & Materials	2200	2200			

4 of 5

ATTACHMENT 2
PAGE 19 OF 25

Client#: 571518

COALFORF

RD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2014

CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED AGENT, BROKER, PRODUCER, AND THE CERTIFICATE HOLDER.

NOTE: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the insured in lieu of such endorsement(s).

Additional Insured:
Insurance Serv. Inc.
10000 Harbor Avenue
San Francisco, CA 93105

CONTACT NAME:	
PHONE (A/C, No, Ext): 805-682-2571	FAX (A/C, No): 805-832-6581
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Nonprofits' Insurance Alliance	NAIC #: 999999
INSURER B: New York Marine And General Ins	16608
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

Coalition For Family Harmony

130 N. Ventura Rd
San Francisco, CA 93030

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
ABILITY	X	201300768NPO	11/18/2013	11/18/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
CRIMINAL GENERAL LIABILITY					
CLAIMS-MADE ☒ OCCUR					
AGGREGATE LIMIT APPLIES PER: ☐ PROJECT ☐ LOC					
GENERAL LIABILITY	X	201300768NPO	11/18/2013	11/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
TO VEHICLED UTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS					
LA LIAB					EACH OCCURRENCE \$
LIAB					AGGREGATE \$
RETENTION \$					\$
COMPENSATION EMPLOYERS' LIABILITY TORT/PARTNER/EXECUTIVE LIBER EXCLUDED? Y/N N/A		WC201300000963	02/02/2013	02/02/2014	X WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

San Francisco, its officers, agents, employees and volunteers are named as Additional Insured under liability per the attached form CG2026 07/04 and under the Auto Liability per the endorsement to the carrier.

Primary and Non-Contributory per the attached form NIAC-E61 08 12.

OLDER

CANCELLATION

City of Oxnard
Risk Manager
100 W. Third Street, Suite 302
Oxnard, CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John DePaola

ATTACHMENT 2

PAGE 21 OF 25

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

5/26/2014

PRODUCER

Hub International Insurance Service, Inc.
40 East Alamar Ave.
Santa Barbara, CA 93105 (805) 682-2571

NAMED INSURED

Coalition For Family Harmony
1030 N. Ventura Rd.
Oxnard, CA 93030

POLICY INFORMATION:

Insurance Company: NonProfits' Insurance Alliance of CA
Policy No. #201300768NPO... 11/18/13 to 11/18/14
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

TYPE OF INSURANCE

GENERAL LIABILITY

☒ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retrospective Date _____
☒ Occurrence

CITY AGREEMENTS/PERMITS

OTHER PROVISIONS

COVERAGES

☒ GENERAL
☒ PRODUCTS/COMPLETED OPERATIONS
☒ PERSONAL & ADVERTISING INJURY
☒ FIRE DAMAGE
☐

LIABILITY LIMITS IN THOUSANDS \$	
EACH OCCURRENCE	AGGREGATE
\$1,000	\$2,000
\$1,000	Included
\$1,000	Included
\$50	

Underwriter's representative for claims pursuant to this insurance.

CLAIMS:

Name: Agent

Address:

Telephone: _____

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☒ Broker/Agent☐ Underwriter☐

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

Signature

(original signature required)

Telephone: (805) 617-3758

Date Signed

2/26/14

SUBMIT IN DUPLICATE

OMOBILE LIABILITY SPECIAL ENDORSEMENT
THE CITY OF OXNARD (the "City")

ENDORSEMENT NO. ISSUE DATE (MM/DD/YY)
8/26/14

UCER
ernational Insurance Service, Inc.
Alamar Ave.
arbara, CA 93105
(805) 682-2571

POLICY INFORMATION:
Insurance Company: Non-Profits Insurance Alliance of CA
Policy No.: 201300768NPO
Policy Period: (from) 11/12/13 (to) 11/18/14
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☒ In Addition to Limits

INSURED
For Family Harmony
Ventura Rd.
CA 93030

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

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

CITY AGREEMENTS/PERMITS

OF INSURANCE
MOBIL AUTO POLICY
SS AUTO POLICY

OTHER PROVISIONS

OF LIABILITY
000 per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: Agent
Telephone: () _____

ion of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached
ance company agrees as follows:

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

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

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

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

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

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CAD001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

OXNARD
Manager
rence No. _____
rd Street, Suite 302
A 93030

AUTHORIZED REPRESENTATIVE
☒ Broker/Agent ☐ Underwriter ☐ _____
Jill V. Hanner (print/type name), warrant that I have authority to bind
the above-mentioned insurance company and by my signature hereon do so bind this company to
this endorsement.
Signature: [Signature] (original signature required)
Telephone: (805) 618-3758 Date Signed 2/26/14

Rev. 1/14

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International HUB Int'l Insurance Serv. Inc. 40 East Alamar Avenue Santa Barbara, CA 93105	CONTACT NAME: PHONE (A/C, No, Ext): - FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="730 420 1331 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1331 420 1468 451">NAIC #</th> </tr> <tr> <td data-bbox="730 451 1331 483">INSURER A: New York Marine And General Ins</td> <td data-bbox="1331 451 1468 483">16608</td> </tr> <tr> <td data-bbox="730 483 1331 514">INSURER B:</td> <td data-bbox="1331 483 1468 514"></td> </tr> <tr> <td data-bbox="730 514 1331 546">INSURER C:</td> <td data-bbox="1331 514 1468 546"></td> </tr> <tr> <td data-bbox="730 546 1331 577">INSURER D:</td> <td data-bbox="1331 546 1468 577"></td> </tr> <tr> <td data-bbox="730 577 1331 609">INSURER E:</td> <td data-bbox="1331 577 1468 609"></td> </tr> <tr> <td data-bbox="730 609 1331 634">INSURER F:</td> <td data-bbox="1331 609 1468 634"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: New York Marine And General Ins	16608	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: New York Marine And General Ins	16608														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Coalition For Family Harmony 1030 N. Ventura Rd Oxnard, CA 93030															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		WC201400005074	02/02/2014	02/02/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance Only.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steve P. Paine

ATTACHMENT 2
 PAGE 24 OF 25

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and El Centrito Family Learning Centers ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services. City reserves its right to monitor the performance of Consultant and to conduct on-site visits to ensure compliance with this Agreement.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sofia Balderrama ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement within the City of Oxnard at a place or location approved by the City.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Joseph Castaneda, Executive Director, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 15, 2014, and expire on June 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$48,000 pursuant to the budget contained in Exhibit C, attached hereto and incorporated by this reference in full herein, for reimbursement of costs and expenses that Consultant necessarily incurs to provide the Services and that are eligible for reimbursement under applicable regulations.

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

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

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

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

15. Consultant Match

At a minimum, Consultant shall provide a fifty percent (50%) (dollar-for-dollar) match for the compensation it receives to provide the Services pursuant to this Agreement. The match may come from another grant, donations, from Consultant's organization, partners of Consultant or from any combination thereof. The match may consist of real dollars or in-kind

(non-cash) contributions of labor, services, materials, equipment, supplies, and/or travel expenses that are necessary and reasonable for the provision of the Services. Consultant may count donated professional services and volunteer labor as matches.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, the actual goals obtained, the number of youth served and Consultant's matching real dollar or in-kind contribution to the costs it has incurred to provide the Services. The invoice shall be in a form satisfactory to Manager. The invoice shall also identify the Services by project as specified by Manager.

b. For each monthly billing cycle, Consultant shall submit with all monthly invoices all documentation that evidences its matching contribution, which covers the costs that Consultant has incurred. Consultant shall submit all monthly invoices for the Services performed under this Agreement by the expiration of this Agreement. City shall not be responsible for any costs or expenses that Consultant incurs after the expiration or earlier termination of this Agreement.

c. Consultant agrees that a minimum of eight-five percent (85%) of the costs delineated on any one invoice shall be attributed to the direct cost of providing the Services.

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

e. Consultant shall comply with generally accepted accounting principles and procedures, implement adequate internal controls, and maintain source documentation for all costs incurred.

17. Responsibility for Expenses

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

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, records fully describing each activity Consultant undertakes pursuant to this Agreement, client data, source documentation for all reimbursed expenditures and documented match requirements, and any other data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services, maintain the documents and materials for a period of no less than three years from completion of the Services.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

20. Maintenance and Inspection of Records

a. Prior to the provision of the Services, Consultant shall submit to City a copy of its most recent audit as prescribed by its bylaws or submit to City a copy of the IRS Form 990 and any applicable schedules for the 2013 filing year if an audit is not required by Consultant's bylaws. With its submission, Consultant shall also include the auditor's opinion and any findings disclosed in the recent audit or, if applicable, the Statement of Financial Condition, Statement of Activities and Statement of Functional Expense contained within the IRS Form 990 document.

b. Within thirty (30) days of Consultant's receipt of an audit report that notes deficiencies in such records, Consultant shall fully correct such deficiencies. Failure to correct such deficiencies shall constitute a breach of this Agreement and may result in the City withholding payment or termination.

c. Consultant agrees that City or its auditors shall have access to and the right to

audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

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

22. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

23. Insurance

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

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

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

24. Independent Contractor

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

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

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

25. Consultant Not Agent

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

26. Conflict of Interest

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

27. Assignability of Agreement

Consultant shall not assign or transfer the rights or obligations of this Agreement without the express written consent of City, which consent may be withheld for any reason; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Consultant shall promptly give City notice of any such assignment or transfer.

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

federal law.

30. Force Majeure

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

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

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

36. Waiver

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

37. Counterparts

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

38. Arbitration

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

39. Expenses of Enforcement

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

40. Authority to Execute

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

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

41. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to El Centrito Family Learning Centers, P.O. Box 1613, Oxnard, California 93032, Attention: Joseph Castaneda, Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard Recreation and Community Services, 555 South "A" Street, Suite 265, Oxnard, California 93030, Attention: Sofia Balderrama.

42. Amendment

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

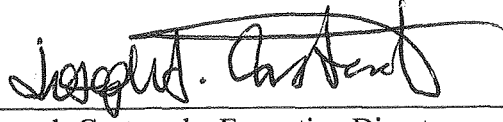
43. Entire Agreement

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

CITY OF OXNARD

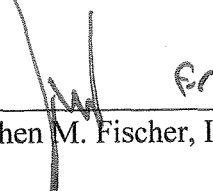
Greg Nyhoff, City Manager

CONSULTANT



Joseph Castaneda, Executive Director
El Centrito Family Learning Centers
Federal Tax Identification #: 31-1652255

APPROVED AS TO FORM:



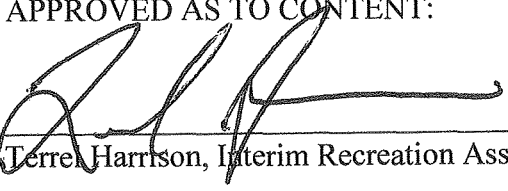
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



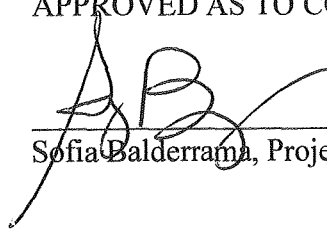
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Terrell Harrison, Interim Recreation Assistant

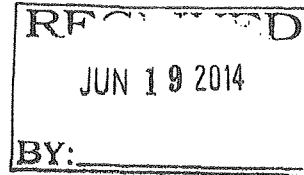
APPROVED AS TO CONTENT:



Sofia Balderrama, Project Manager

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM**

SCOPE OF SERVICE



Agency Name: El Centrito Family Learning Centers

Program Name: After School & Summer STEAM Academy

Service Period: 7/15/2014 to 6/30/2015

Is this a new project? YES X or NO

Program Goal(s):

- 1) 150 STEAM Academy students will maintain an average attendance rate of 70% in order to maximize impact.
- 2) STEAM Academy Students will gain 21st Century Skills that align with California's Common Core Standards, including: Creativity, Critical Thinking, Collaboration, Communication, and Perseverance.
- 3) STEAM Academy Students will report gains in confidence and will identify strengths and interests that motivate their learning.

Program Description:

El Centrito's After School & Summer STEAM Academy builds students' core skills and equips parents with the resources and information necessary to support their child's academic performance. The STEAM Academy mentors create supportive learning environments that immerse students in a language of inquiry while tailoring instruction to students' unique learning needs. Mentors anchor each activity in one or more STEAM domains and guide students to learn specific concepts within each domain. Mentors structure the projects to include four essential components: **Step 1)** Introduce the concept and related vocabulary; **Step 2)** Allow time for independent research and planning; **Step 3)** Create opportunities for experimentation and data collection; and **Step 4)** Facilitate data analysis and draw conclusions. The experiential learning offered through the STEAM Academy invites students into a world of exploration and teaches students to interpret, analyze, and apply new knowledge. When combined with encouragement and freedom to explore, these tools give students the ability to exercise their creativity and critical thinking skills in order to solve problems.

Total Number of Youth Projected to be Served: 150 youth will be served

ATTACHMENT 3 1 | 2
PAGE 12 OF 24

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM
SCOPE OF SERVICE**

Term: 7/15/2014 – 6/30/2015

Quarter	Accomplishments (<u>Projected</u> Performance Outcomes)	Methodology for Measuring Outcomes	Description of Activity/ Services	Projected No. of Youth to be served
	150 STEAM Academy students will maintain an average attendance rate of 70%.	Daily Sign-in sheets	STEAM Academy provides service Monday – Friday, from 9:00am-6:00pm during the Summer Day Camp and from 2:30 – 6:00pm during the school year.	150
	Students will gain 21st Century Skills and the 4Cs, as measured by the following indicators: • Creativity: 80% of students will demonstrate creativity and curiosity by increasing the frequency of questions asked during activities. • Critical Thinking: 80% of students will demonstrate improved critical thinking skills by exhibiting an ability to analyze, interpret and synthesize information. • Collaboration: 80% of students will demonstrate greater ability to collaborate with their peers by showing flexibility and ability to compromise. • Communication: 80% of students will show improved communication skills by being able to communicate an idea and rationale. • Perseverance: 80% of students will develop perseverance when confronted with a challenging project.	Mentor Observational Assessment & Student Self-Report Survey	STEAM Academy provides service Monday – Friday, from 9:00am-6:00pm during the Summer Day Camp and from 2:30 – 6:00pm during the school year.	150

	Students will gain confidence. • Confidence: 80% of students will report at least one achievement, strength or area of interest in which they feel prepared and motivated to excel.	Student Self-Report Survey	STEAM Academy provides service Monday – Friday, from 9:00am-6:00pm during the Summer Day Camp and from 2:30 – 6:00pm during the school year.	150
	TOTAL YOUTH			150

(You may add additional activities if necessary)

**CITY OF OXNARD YOUTH ENRICHMENT PROGRAM
YEP 2013-2014**

Contract Period: July 15, 2014 to June 30, 2015

REPORTING TIMELINE

MONTHLY REPORTING PERIOD	INVOICE REPORT PACKET* DUE DATE (by Noon)
July 15, 2014 – June 30, 2015	All invoice reporting packets are due on the 3 rd Wednesday of each month for the previous month's service. No payment will be processed after final due date. No exceptions!

MONTHLY INVOICE REQUIREMENTS

In order to process payment, the quarterly invoice report packet should include all of the following:

1. Monthly Program Progress Report for each reimbursement request.
2. City supplied invoice with requested reimbursement inserted into the Excel worksheet.
*(Invoice shall adhere to approved budget, Exhibit B.)
3. Itemized list of all expenditures totaling each category amount reflected in the invoice.
4. Source documentation for all requested reimbursement and documented match as reflected in the invoice.

ATTACHMENT 3
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YOUTH ENRICHMENT PROGRAM BUDGET

El Centrito Family Learning Centers

Name of Agency:

After School & Summer STEAM Academy

Project Name:

July 15, 2014 - June 30, 2014

Service Period

REVENUE CATEGORIES:

Total Measure "O" Funds Awarded

TOTAL BUDGET:

\$ 48,000

1. Cash Match

\$ 67,501

2. In-Kind Match

\$ 16,480

3. Contributions/Program Income

\$

TOTAL PROJECT REVENUE:

\$ 131,981

COST CATEGORIES:

1. Total Personnel Costs

\$ 99,790

2. Total Volunteer Time

\$ 14,590

3. Total Travel & Training Costs

\$ 1,400

4. Total Supplies & Materials Costs

\$ 9,279

5. Total Other Costs

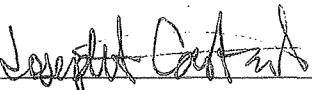
\$ 6,922

TOTAL PROJECT COST:

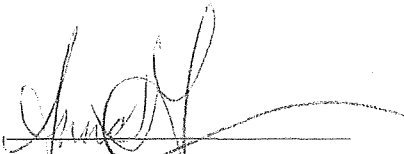
\$ 131,981

Note: Total project revenue must equal total project costs

AUTHORIZATION



 Agency's President/Director, Signature



 Project Manager, Signature

 Joseph Castaneda, Executive Director

 Name and Title (Typed)

 Anna Geer, Program Planning & Evaluation Manager

 Name and Title (Typed)

1 of 5

 ATTACHMENT 3
 PAGE 16 OF 24

EXHIBIT C

Name of Agency: El Centrito Family Learning Centers

Name of Project: After School & Summer STEAM Academy

PROJECT BUDGET

REVENUE CATEGORIES		AMOUNT
1. MEASURE "0" FUNDS AWARDED (Amount)		
	Sub-Total	\$ 48,000.00
2. CASH MATCH (Specify Source & Use)		
	Sub-Total	\$ 67,501.00
3. IN-KIND MATCH (Specify Source & Use)		
	Sub-Total	\$ 16,480.00
4. CONTRIBUTIONS/PROGRAM INCOME (Specify Source & Use)		
	Sub-Total	\$ -
		\$ 131,981.00
TOTAL PROJECT REVENUE:		\$ 131,981.00

2 of 5

ATTACHMENT 3
PAGE 17 OF 24

Name of Agency: El Centrito Family Learning CentersProject Name: After School & Summer STEAM Academy**COST CATEGORIES**

Please Note: Col. A = Col. B + Col. C + Col.
D + Col. E

	Col. A	Col. B	Col. C	Col. D	Col. E
BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
1. PAID PERSONNEL:					
<i>Please list job titles, rates, and calculations.</i>					
Program Planning & Evaluation Specialist	\$ 11,251.00	\$ 2,500.00	\$ 8,751.00		
Project Coordinator / Lead STEAM Mentor	\$ 29,822.00	\$ 16,378.00	\$ 13,444.00		
Technology Mentor	\$ 18,550.00	\$ 6,307.00	\$ 12,243.00		
STEAM Mentor	\$ 14,040.00	\$ 5,070.00	\$ 8,970.00		
Program Assistant	\$ 6,133.00	\$ 1,737.00	\$ 4,396.00		
Cleaning Custodian	\$ 2,860.00	\$ 1,900.00	\$ 960.00		
A. Total Wages	\$ 82,656.00	\$ 33,892.00	\$ 48,764.00	\$ -	\$ -
Payroll Taxes:					
O.A.S.D.I. <u>6.2</u> %	\$ 5,125.00	\$ 2,117.00	\$ 3,008.00		
MEDICARE <u>1.45</u> %	\$ 1,199.00	\$ 495.00	\$ 704.00		
S.U.I. <u>3.5</u> %	\$ 2,893.00	\$ 983.00	\$ 1,910.00		
B. Total Taxes	\$ 9,217.00	\$ 3,595.00	\$ 5,622.00		
Employee Benefits:					
<i>Please list</i>					
Workers' Comp. <u>3.59</u> %	\$ 2,517.00	\$ 1,378.00	\$ 1,139.00		
Other: Med/Den/Vis/Lif.Ins <u>7.7</u> %	\$ 5,400.00	\$ 2,850.00	\$ 2,550.00		
C. Total Benefits	\$ 7,917.00	\$ 4,228.00	\$ 3,689.00		
1. Total Paid Personnel Costs	\$ 99,790.00	\$ 41,715.00	\$ 58,075.00		

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ATTACHMENT 3
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BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
2. VOLUNTEER TIME:					
<i>Hours/Rate/Calculations</i> <i>Vols \$24.18 @ 500 Hours + Guest</i> <i>Speakers \$100 @ 25 Hours</i>	\$ 14,590.00			\$ 14,590.00	
2. Total Volunteer Time	\$ 14,590.00	\$ -	\$ -	\$ 14,590.00	
3. TRAVEL & TRAINING:					
A. Staff Travel:					
> Miles/Rate (.56 x 45 Miles x 9 Mo.)	\$ 400.00	\$ 200.00	\$ 200.00		
B. Staff Training:	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ -	
3. Total Travel & Training	\$ 1,400.00	\$ 700.00	\$ 700.00	\$ -	
4. SUPPLIES & MATERIALS:					
> Program Supplies, Materials, Curriculum, Assessment Tools, Technology Equipment	\$ 7,610.00	\$ 4,200.00	\$ 1,520.00	\$ 1,890.00	
> Photocopies & Printing	\$ 1,500.00	\$ 555.00	\$ 945.00		
> Office Supplies & Postage	\$ 169.00	\$ 150.00	\$ 19.00		
4. Total Supplies & Materials	\$ 9,279.00	\$ 4,905.00	\$ 2,484.00	\$ 1,890.00	

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
5. OTHER:					
<i>Please list</i>					
➤ Auditor	\$ 2,325.00		\$ 2,325.00		
➤ Outside Financial Services	\$ 1,272.00		\$ 1,272.00		
➤ Liability Insurance	\$ 2,000.00	\$ 300.00	\$ 1,700.00		
➤ Live Scan	\$ 300.00	\$ 200.00	\$ 100.00		
➤ Telecommunications & Web Hosting	\$ 750.00	\$ 180.00	\$ 570.00		
➤ Maintenance/Repair	\$ 81.00		\$ 81.00		
➤ Job Announcement/Storage Facility	\$ 194.00		\$ 194.00		
5. Total Other Costs	\$ 6,922.00	\$ 680.00	\$ 6,242.00	\$ 16,480.00	
Total Project Costs Col A= (Col B + C+D+ E)	\$ 131,981.00	\$ 48,000.00	\$ 67,501.00	\$ 16,480.00	

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. *A-7689*
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

10/13

ATTACHMENT 3
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ELCENTR-04

MYCHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293
Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
305 N Brand Blvd, Suite 600
Glendale, CA 91203

CONTACT NAME:
PHONE (A/C, No, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301
E-MAIL ADDRESS:

INSURED

El Centrito Family Learning
Centers
P.O. Box 1613
Oxnard, CA 93032

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of CA	
INSURER B : New York Marine And General Insurance Co	16608
INSURER C : North American Elite Insurance Company	29700
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		201307868NPO	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 20,000
	☒ Professional Liab.						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			201307868NPO	12/31/2013	12/31/2014	GENERAL AGGREGATE \$ 2,000,000
	☐ ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ALL OWNED AUTOS						
	☒ HIRED AUTOS						
3	UMBRELLA LIAB			WC201400006531	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	EXCESS LIAB						BODILY INJURY (Per person) \$
	DED RETENTION \$						BODILY INJURY (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PROPERTY DAMAGE (PER ACCIDENT) \$
2	Business Contents			CWB00024651107868	12/31/2013	12/31/2014	
	Sexual Abuse						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Oxnard, its City Council, officers, employees and volunteers are named additional insured/funding source with respect to the operations of the named insured per the attached CG 2026 endorsement. Workers Compensation coverage excluded, evidence only.

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
300 West Third Street
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER: 201307868NPO

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
--

City of Oxnard, its City Council, officers, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

ATTACHMENT 3
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OF OXNARD - LICENSE SERVICES
 1000 South C Street, Oxnard, California 93030
 805-385-7817 • Fax (805) 385-7836

BUSINESS TAX CERTIFICATE

NON TRANSFERABLE OR ASSIGNABLE

Certificate No: **15-00092510**Control No: **61261**Date Issued: **8/01/13**Expiration Date: **8/31/14**Classification Code No: **3000-35**Classification Code Description: **REGISTERED NON-PROFIT**Business Address: **937 W FIFTH ST**Owner's Name: **EL CENTRITO FAMILY LEARNNG CTR**

Business Name & Mailing Address:

EL CENTRITO FAMILY LEARNNG CTRS
 PO BOX 1613
 OXNARD CA 93030

POST IN CONSPICUOUS PLACE

This Business Tax Certificate is issued as an
 acknowledgement for the payment of a business tax.

IMPORTANT

This certificate issued upon the payment by check shall be void unless the amount due is actually received by the City.
 The certificate is responsible for complying with City, County, State and Federal requirements including local zoning laws.
 The payment of the business tax is not an endorsement of the business or verification of competency or reliability.

sec 11-5 - Multiple business tax certificates; branch establishments.

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

sec 11-18 - Nontransferability. No business tax certificate issued... shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

sec 11-19 - Duplicate business tax certificates. If a certificate files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

sec 11-20 - Posting and carrying business tax certificate.

- a) Any certificate conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- c) Any certificate conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

sec 11-21 - Time for payment.

- i) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.
- j) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable... in advance on the first day of business...

sec 11-22 - Delinquency; penalties; installment payments.

-) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. This penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the license tax due.

sec 11-24 - No refund on cessation of business.

- i) A certificate shall not be entitled to a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The city will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

ATTACHMENT

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CITY OF

OXNARD

CALIFORNIA

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and El Concilio Family Services ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services. City reserves its right to monitor the performance of Consultant and to conduct on-site visits to ensure compliance with this Agreement.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sofia Balderrama ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement within the City of Oxnard at a place or location approved by the City.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Tania Corona, Chief Operating Officer, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 15, 2014, and expire on June 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$40,000 pursuant to the budget contained in Exhibit C, attached hereto and incorporated by this reference in full herein, for reimbursement of costs and expenses that Consultant necessarily incurs to provide the Services and that are eligible for reimbursement under applicable regulations.

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

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

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

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

15. Consultant Match

At a minimum, Consultant shall provide a fifty percent (50%) (dollar-for-dollar) match for the compensation it receives to provide the Services pursuant to this Agreement. The match may come from another grant, donations, from Consultant's organization, partners of Consultant or from any combination thereof. The match may consist of real dollars or in-kind

(non-cash) contributions of labor, services, materials, equipment, supplies, and/or travel expenses that are necessary and reasonable for the provision of the Services. Consultant may count donated professional services and volunteer labor as matches.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, the actual goals obtained, the number of youth served and Consultant's matching real dollar or in-kind contribution to the costs it has incurred to provide the Services. The invoice shall be in a form satisfactory to Manager. The invoice shall also identify the Services by project as specified by Manager.

b. For each monthly billing cycle, Consultant shall submit with all monthly invoices all documentation that evidences its matching contribution, which covers the costs that Consultant has incurred. Consultant shall submit all monthly invoices for the Services performed under this Agreement by the expiration of this Agreement. City shall not be responsible for any costs or expenses that Consultant incurs after the expiration or earlier termination of this Agreement.

c. Consultant agrees that a minimum of eight-five percent (85%) of the costs delineated on any one invoice shall be attributed to the direct cost of providing the Services.

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

e. Consultant shall comply with generally accepted accounting principles and procedures, implement adequate internal controls, and maintain source documentation for all costs incurred.

17. Responsibility for Expenses

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

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, records fully describing each activity Consultant undertakes pursuant to this Agreement, client data, source documentation for all reimbursed expenditures and documented match requirements, and any other data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services, maintain the documents and materials for a period of no less than three years from completion of the Services.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

20. Maintenance and Inspection of Records

a. Prior to the provision of the Services, Consultant shall submit to City a copy of its most recent audit as prescribed by its bylaws or submit to City a copy of the IRS Form 990 and any applicable schedules for the 2013 filing year if an audit is not required by Consultant's bylaws. With its submission, Consultant shall also include the auditor's opinion and any findings disclosed in the recent audit or, if applicable, the Statement of Financial Condition, Statement of Activities and Statement of Functional Expense contained within the IRS Form 990 document.

b. Within thirty (30) days of Consultant's receipt of an audit report that notes deficiencies in such records, Consultant shall fully correct such deficiencies. Failure to correct such deficiencies shall constitute a breach of this Agreement and may result in the City withholding payment or termination.

c. Consultant agrees that City or its auditors shall have access to and the right to

audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

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

22. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

23. Insurance

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

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

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

24. Independent Contractor

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

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

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

25. Consultant Not Agent

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

26. Conflict of Interest

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

27. Assignability of Agreement

Consultant shall not assign or transfer the rights or obligations of this Agreement without the express written consent of City, which consent may be withheld for any reason; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Consultant shall promptly give City notice of any such assignment or transfer.

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

federal law.

30. Force Majeure

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

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

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

36. Waiver

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

37. Counterparts

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

38. Arbitration

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

39. Expenses of Enforcement

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

40. Authority to Execute

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

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

41. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to El Concilio Family Services, 301 South C Street, Oxnard, California 93030, Attention: Tania Corona, Chief Operating Officer.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard Recreation and Community Services, 555 South "A" Street, Suite 265, Oxnard, California 93030, Attention: Sofia Balderrama.

42. Amendment

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

43. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Greg Nyhoff, City Manager

Tania Corona, Chief Operating Officer
El Concilio Family Services
Federal Tax Identification #: 95-3792795

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Terrel Harrison, Interim Recreation Superintendent

Sofia Balderama, Project Manager

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM**

SCOPE OF SERVICE

Agency Name: El Concilio Family Services **Program Name:** Teen Pregnancy Prevention

Service Period: 7/15/2014 to 6/30/2015

Is this a new project? YES ☐ or NO ☒

Program Goal:

To reduce the number of teen pregnancies and teenage single parents by achieving the following:

1. There will be a minimum of 500 students participate in 10 hour workshops on CHSE
2. Students will increase their awareness about various pregnancy prevention options including abstinence, contraception of unintended pregnancies.
3. Students will increase their knowledge about sexually transmitted diseases and HIV/AIDS.
4. Student will participate in a Goal Setting Workshop and Activities, all related to teen pregnancy prevention (reasons to wait)

Program Description:

Our Youth for Success, Teen Pregnancy Prevention Program is a Comprehensive Sexual Health Education (CHSE) intervention consisting of the curriculum "Safer Choices" combined with the "Reducing the Risk" curriculum. This intervention consists of a minimum of 8 hours, usually over a 10 week period. Sessions are conducted weekly during school hours.

Total Number of Youth Projected to be Served: 500

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM
SCOPE OF SERVICE**

Term: 7/15/2014 – 6/30/2015

r Accomplishments (Projected Performance Outcomes)	Methodology for Measuring Outcomes	Description of Activity/ Services	Projected No. of Youth to be served
90% of students will complete 8 hours of compressive sexuality education workshops 85% of students will demonstrate increased knowledge in pregnancy prevention tactics. 85% of students who complete the program will demonstrate an increase in knowledge of STD 80% of students who complete the program will complete their personal plan reflecting short term goals	Process evaluations to be conducted on a monthly bases utilizing pre/post tests; process surveys; staff interviews.	July-September Initial contact with the Schools was done in June with an approval to commence CHSE to one period at Channel Island High school during summer school session (Series I).	35
90% of students will complete 8 hours of compressive sexuality education workshops 85% of students will demonstrate increased knowledge in pregnancy prevention tactics. 85% of students who complete the program will demonstrate an	Process evaluations to be conducted on a monthly bases utilizing pre/post tests; process surveys; staff interviews	October-December Contact with second high school (Rio Mesa High School) to provide CHSE to during Q3 CHSE classes will continue at Channel Island High School (Series II) for three periods (of 35 students each).	105

ATTACHMENT 4 | 2
PAGE 13 OF 26

increase in knowledge of STD 80% of students who complete the program will complete their personal plan reflecting short term goals			
90% of students will complete 8 hours of compressive sexuality education workshops 85% of students will demonstrate increased knowledge in pregnancy prevention tactics. 85% of students who complete the program will demonstrate an increase in knowledge of STD 80% of students who complete the program will complete their personal plan reflecting short term goals	Process evaluations to be conducted on a monthly bases utilizing pre/post tests; process surveys; staff interviews	January-March Start proving CHSE classes at both Channel Island High School (Series III) and Rio Mesa High School (Series I) to at least four periods at each school (of 35 students per period)	255
90% of students will complete 8 hours of compressive sexuality education workshops 85% of students will demonstrate increased knowledge in pregnancy prevention tactics. 85% of students who complete the program will demonstrate an increase in knowledge of STD	Process evaluations to be conducted on a monthly bases utilizing pre/post tests; process surveys; staff interviews	April – June El Concilio will provide the last session of CHSE to three periods (of 35 students per period) at Channel Island High School (Session IV) before school lets out for the summer.	105

EXHIBIT A

• 80% of students who complete the program will complete their personal plan reflecting short term goals			
TOTAL YOUTH			500

(You may add additional activities if necessary)

**CITY OF OXNARD YOUTH ENRICHMENT PROGRAM
YEP 2013-2014
Contract Period: July 15, 2014 to June 30, 2015**

REPORTING TIMELINE

MONTHLY REPORTING PERIOD	INVOICE REPORT PACKET* DUE DATE (by Noon)
July 15, 2014 – June 30, 2015	All invoice reporting packets are due on the 3rd Wednesday of each month for the previous month's service. No payment will be processed after final due date. No exceptions!

MONTHLY INVOICE REQUIREMENTS

In order to process payment, the quarterly invoice report packet should include all of the following:

1. Monthly Program Progress Report for each reimbursement request.
2. City supplied invoice with requested reimbursement inserted into the Excel worksheet.
*(Invoice shall adhere to approved budget, Exhibit B.)
3. Itemized list of all expenditures totaling each category amount reflected in the invoice.
4. Source documentation for all requested reimbursement and documented match as reflected in the invoice.

ATTACHMENT 4
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YOUTH ENRICHMENT PROGRAM BUDGET

El Concilio Family Services

Name of Agency:

Teen Pregnancy Prevention

Project Name:

7/15/2014-6/30/2014

Service Period

REVENUE CATEGORIES:**Total Measure "O" Funds Awarded**

1. Cash Match

2. In-Kind Match

3. Contributions/Program Income

TOTAL PROJECT REVENUE:**COST CATEGORIES:**

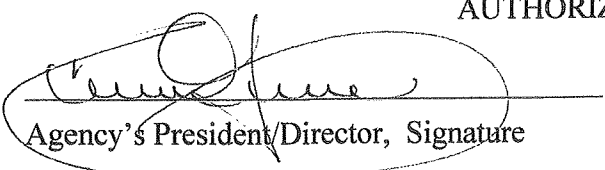
1. Total Personnel Costs

2. Total Volunteer Time

3. Total Travel & Training Costs

4. Total Supplies & Materials Costs

5. Total Other Costs

TOTAL PROJECT COST:***Note: Total project revenue must equal total project costs*****AUTHORIZATION**

 Agency's President/Director, Signature

Tania I. Corona, Chief Operating Officer

Name and Title (Typed)

 Project Manager, Signature

 Name and Title (Typed)
TOTAL BUDGET:

\$ 40,000.00

\$ 52,800.61

\$ 21,256.31

\$ -

\$ 114,056.91

TOTAL BUDGET:

\$ 88,859.90

\$ -

\$ 600.00

\$ 1,300.00

\$ 23,297.00

\$ 114,056.91

ATTACHMENT

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Name of Agency: El Concilio Family Services

Name of Project__ Teen Pregnancy Prevention

PROJECT BUDGET

REVENUE CATEGORIES	AMOUNT
1. MEASURE "0" FUNDS AWARDED (Amount)	
Sub-Total	\$ 40,000.00
2. CASH MATCH (Specify Source & Use)	
Sub-Total	\$ 52,800.61
ATT Grant \$7,500 Martin V. Smith Foundation \$20,000 Santa Ynez Chumash Foundation \$10,000 Haas Foundation \$2,500 Gas Company \$12,800.61	
3. IN-KIND MATCH (Specify Source & Use)	
Sub-Total	\$ 21,256.31
Classroom Space OUHSD Executive Director Accounting/HR	
4. CONTRIBUTIONS/PROGRAM INCOME (Specify Source & Use)	
Sub-Total	\$ -
TOTAL PROJECT REVENUE:	\$ 114,056.91

Name of Agency: El Concilio Family Services

Project Name: Teen Pregnancy Prevention

COST CATEGORIES*Please Note: Col. A = Col. B**+ Col. C + Col. D + Col. E**Col. A**Col. B**Col. C**Col. D**Col. E*

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
1. PAID PERSONNEL:					
<i>Please list job titles, rates, and calculations.</i>					
Program Director	\$ 29,260.00	\$ 5,500.00	\$ 23,760.00		
Program Specialist III	\$ 31,824.00	\$ 23,500.00	\$ 8,324.00		
Executive Director	\$ 8,736.00		\$ -	\$ 8,736.00	
A. Total Wages	\$ 69,820.00	\$ 29,000.00	\$ 32,084.00	\$ 8,736.00	\$ -
Payroll Taxes:					
O.A.S.D.I 6.2 %	\$ 4,328.84	\$ 1,798.00	\$ 1,989.21	\$ 541.63	\$ -
MEDICARE 1.45 %	\$ 1,012.39	\$ 420.50	\$ 465.22	\$ 126.67	\$ -
S.U.I. 6.2 %	\$ 4,328.84	\$ 1,798.00	\$ 1,989.21	\$ 541.63	\$ -
FED UI 0.8%	\$ 558.56	\$ 232.00	\$ 256.67	\$ 69.89	\$ -
B. Total Taxes	\$ 10,228.63	\$ 4,248.50	\$ 4,700.31	\$ 1,279.82	\$ -
Employee Benefits:					
<i>Please list</i>					
Workers' Comp. 1.82 %	\$ 1,270.72	\$ 527.80	\$ 583.93	\$ 159.00	\$ -
Other 10.8 %	\$ 7,540.56	\$ 3,132.00	\$ 3,465.07	\$ 943.49	\$ -
C. Total Benefits	\$ 8,811.28	\$ 3,659.80	\$ 4,049.00	\$ 1,102.49	\$ -
1. Total Paid Personnel Costs	\$ 88,859.91	\$ 36,908.30	\$ 40,833.31	\$ 11,118.31	\$ -

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ATTACHMENT 4
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BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
2. VOLUNTEER TIME:					
2. Total Volunteer Time	\$ -	\$ -	\$ -	\$ -	\$ -
3. TRAVEL & TRAINING:					
A. Staff Travel:					
824 Miles/ 0.55 Rate	\$ 600.00	\$ 600.00			
B. Staff Training:					
3. Total Travel & Training	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ -
4. SUPPLIES & MATERIALS:					
➤ Supplies	\$ 700.00	\$ 700.00			
➤ Materials	\$ 600.00	\$ 600.00			
➤ Other					
4. Total Supplies & Materials	\$ 1,300.00	\$ 1,300.00	\$ -	\$ -	\$ -

EXHIBIT C

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
OTHER:					
<i>Please list</i>					
Building Space (Address & sq.Ft) /	\$ 5,300.00	\$ 850.00	\$ -	\$ 4,450.00	
Calculations			\$ -		
Insurance	\$ 500.00	\$ 341.70	\$ 158.30		
Other (specify)					
Financial Audit	\$ 1,809.00		\$ 1,809.00		
Accounting/HR	\$ 15,688.00		\$10,000.00	\$ 5,688.00	
Total Other Costs	\$ 23,297.00	\$ 1,191.70	\$11,967.30	\$ 10,138.00	\$ -
Total Project Costs					
Col A= (Col B + C+D+ E)	\$ 114,056.91	\$ 40,000.00	\$52,800.61	\$ 21,256.31	\$ -

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ATTACHMENT

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7691
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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ATTACHMENT 4
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DATE (MM/DD/YYYY)
2/15/2014

CERTIFICATE OF LIABILITY INSURANCE

HIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ur J. Gallagher & Co. Insurance Brokers of CA., Inc. N Brand Blvd, Suite 600 Oxnard, CA 91203	CONTACT NAME: PHONE (A/C, No, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301 E-MAIL: ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Nonprofits' Insurance Alliance of CA
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					
☒ COMMERCIAL GENERAL LIABILITY	☒	201408008NPO	1/31/2014	1/31/2015	EACH OCCURRENCE \$ 1,000,000
☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
☒ Professional					MED EXP (Any one person) \$ 20,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					
☐ POLICY ☐ PRO-JECT ☐ LOC					
AUTOMOBILE LIABILITY					
☐ ANY AUTO		201408008NPO	1/31/2014	1/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
☐ ALL OWNED AUTOS					BODILY INJURY (Per person) \$
☒ HIRED AUTOS ☒ SCHEDULED NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (PER ACCIDENT) \$
UMBRELLA LIAB					EACH OCCURRENCE \$
EXCESS LIAB					AGGREGATE \$
DED					
RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A			WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Oxnard, its City Council, officers, employees and volunteers included as additional insureds with respect to the operations of the named insured.

CERTIFICATE HOLDER City of Oxnard 300 West Third Street, Second Floor Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

The City, its City Council, officers, employees and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



ELCONCI-01

VSSURESH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293
Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
505 N Brand Blvd, Suite 600
Glendale, CA 91203

CONTACT
NAME:
PHONE (A/C, No, Ext): (818) 539-2300 FAX (A/C, No): (818) 539-2301
E-MAIL:
ADDRESS:

INSURED

El Concilio Family Services
301-315 South C Street
Oxnard, CA 93030

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: New York Marine And General Insurance Co	16608
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					☒ WC STATU-TORY LIMITS ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC201400005258	03/01/2014	03/01/2015	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

City of Oxnard
555 South A Street, Ste. 265
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT

4

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PAGE 25 OF 26

License No: **15-00039079** Control No: **17679**

Date Issued: **12/27/13**

Expiration Date: **12/31/14**

Classification Code No: **3000-35**

Classification Code Description: **REGISTERED NON-PROFIT**

Business Address: **301 S C ST**

Owner's Name: **EL CONCILIO FAMILY SERVICES**

Business Name & Mailing Address:

EL CONCILIO FAMILY SERVICES
301 S C ST
OXNARD CA 93030

POST IN CONSPICUOUS PLACE

This Business Tax Certificate is issued as an acknowledgement for the payment of a business tax.

IMPORTANT

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The certificate is responsible for complying with City, County, State and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

OCC sec 11-5 - Multiple business tax certificates; branch establishments.

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-18 - Nontransferability. No business tax certificate issued... shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

OCC sec 11-19 - Duplicate business tax certificates. If a certificate files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

OCC sec 11-20 - Posting and carrying business tax certificate.

- (a) Any certificate conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- (b) Any certificate conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

OCC sec 11-21 - Time for payment.

- (a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.
- (b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable... in advance on the first day of business...

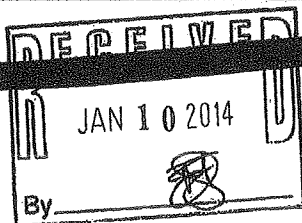
OCC sec 11-22 - Delinquency; penalties; installment payments.

- (a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. This penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the license tax due.

OCC sec 11-24 - No refund on cessation of business.

- (a) A certificate shall not be entitled to a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.



CITY OF

OXNARD

ATTACHMENT

CALIFORNIA

PAGE 26 OF 26

4

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Gull Wings Children's Museum ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services. City reserves its right to monitor the performance of Consultant and to conduct on-site visits to ensure compliance with this Agreement.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sofia Balderrama ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement within the City of Oxnard at a place or location approved by the City.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Amanda Hofmann-Handy, Executive Director, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 15, 2014, and expire on June 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$20,000 pursuant to the budget contained in Exhibit C, attached hereto and incorporated by this reference in full herein, for reimbursement of costs and expenses that Consultant necessarily incurs to provide the Services and that are eligible for reimbursement under applicable regulations.

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

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

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

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

15. Consultant Match

At a minimum, Consultant shall provide a fifty percent (50%) (dollar-for-dollar) match for the compensation it receives to provide the Services pursuant to this Agreement. The match may come from another grant, donations, from Consultant's organization, partners of Consultant or from any combination thereof. The match may consist of real dollars or in-kind

(non-cash) contributions of labor, services, materials, equipment, supplies, and/or travel expenses that are necessary and reasonable for the provision of the Services. Consultant may count donated professional services and volunteer labor as matches.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, the actual goals obtained, the number of youth served and Consultant's matching real dollar or in-kind contribution to the costs it has incurred to provide the Services. The invoice shall be in a form satisfactory to Manager. The invoice shall also identify the Services by project as specified by Manager.

b. For each monthly billing cycle, Consultant shall submit with all monthly invoices all documentation that evidences its matching contribution, which covers the costs that Consultant has incurred. Consultant shall submit all monthly invoices for the Services performed under this Agreement by the expiration of this Agreement. City shall not be responsible for any costs or expenses that Consultant incurs after the expiration or earlier termination of this Agreement.

c. Consultant agrees that a minimum of eight-five percent (85%) of the costs delineated on any one invoice shall be attributed to the direct cost of providing the Services.

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

e. Consultant shall comply with generally accepted accounting principles and procedures, implement adequate internal controls, and maintain source documentation for all costs incurred.

17. Responsibility for Expenses

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

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, records fully describing each activity Consultant undertakes pursuant to this Agreement, client data, source documentation for all reimbursed expenditures and documented match requirements, and any other data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services, maintain the documents and materials for a period of no less than three years from completion of the Services.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

20. Maintenance and Inspection of Records

a. Prior to the provision of the Services, Consultant shall submit to City a copy of its most recent audit as prescribed by its bylaws or submit to City a copy of the IRS Form 990 and any applicable schedules for the 2013 filing year if an audit is not required by Consultant's bylaws. With its submission, Consultant shall also include the auditor's opinion and any findings disclosed in the recent audit or, if applicable, the Statement of Financial Condition, Statement of Activities and Statement of Functional Expense contained within the IRS Form 990 document.

b. Within thirty (30) days of Consultant's receipt of an audit report that notes deficiencies in such records, Consultant shall fully correct such deficiencies. Failure to correct such deficiencies shall constitute a breach of this Agreement and may result in the City withholding payment or termination.

c. Consultant agrees that City or its auditors shall have access to and the right to

audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

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

22. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

23. Insurance

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

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

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

24. Independent Contractor

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

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

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

25. Consultant Not Agent

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

26. Conflict of Interest

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

27. Assignability of Agreement

Consultant shall not assign or transfer the rights or obligations of this Agreement without the express written consent of City, which consent may be withheld for any reason; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Consultant shall promptly give City notice of any such assignment or transfer.

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

federal law.

30. Force Majeure

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

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

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

36. Waiver

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

37. Counterparts

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

38. Arbitration

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

39. Expenses of Enforcement

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

40. Authority to Execute

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

41. Notices

- a. Any notices to Consultant may be delivered personally or by mail addressed to Gull Wings Children's Museum, 418 W. 4th Street, Oxnard, California 93030, Attention: Amanda Hofmann-Handy, Executive Director.
- b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard Recreation and Community Services, 555 South "A" Street, Suite 265, Oxnard, California 93030, Attention: Sofia Balderrama.

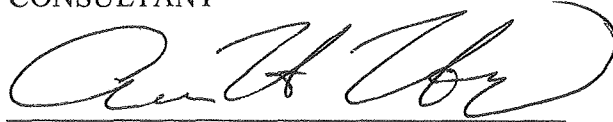
42. Amendment

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

43. Entire Agreement

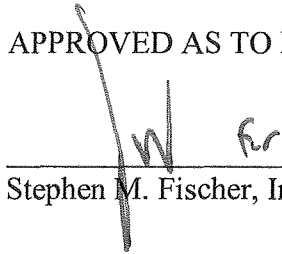
City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CONSULTANT



Amanda Hofman-Handy, Executive Director
Gull Wings Children's Museum
Federal Tax Identification #: 77-0159175

APPROVED AS TO FORM:



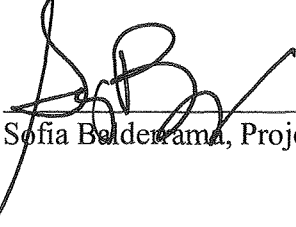
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



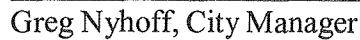
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Sofia Balderama, Project Manager

CITY OF OXNARD:



Greg Nyhoff, City Manager

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM**

SCOPE OF SERVICE

Agency Name: Gull Wings Children's Museum **Program Name:** Wingnauts Educational Program

Service Period: 7/15/2014 to 6/30/2015

Is this a new project? YES X or NO

Program Goal:

To engage an additional 1,500 Oxnard school children in the first grant year via Wingnauts Educational Programming. This goal will be accomplished by focusing on those children who are not able to easily access the museum facility via free educational programming and fieldtrips.

The secondary goal of this program is to offer free weekend admission and market specifically to our local community and engage an additional 3,000-5,000 visitors per year.

Program Description:

Wingnauts Educational Program offers educational opportunities to children who may not otherwise have access to science, discovery, heritage, art, engineering, performance, music, and other imagination-augmenting opportunities. Additionally, young citizens of Oxnard may not be aware of the varied educational resources available to them at Gull Wings Children's Museum. Theatrical, dance, and musical performances; co-creative art opportunities; engaging discovery lessons; thrilling functional robotics building; and poetry readings are among the offerings available at Gull Wings through our project programming. We also offer weekly science programming which includes experiments and hands on activities covering a diverse range of disciplines; biology, chemistry, environmental science and sustainability, zoology, astronomy, oceanography, physics, etc. Enhanced access to field trips to Gull Wings is also addressed by our grant program. Field trips are one of the best ways to provide mass access to the museum for children whose families may not bring them for all the opportunities that are available at the Museum.

Total Number of Youth Projected to be Served: 1,500

ATTACHMENT 5
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**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM
SCOPE OF SERVICE**

Term: 7/15/2014 – 6/30/2015

Quarter	Accomplishments (Projected Performance Outcomes)	Methodology for Measuring Outcomes	Description of Activity/ Services	Projected No. of Youth to be served
Quarter 1 July-Sept 2014	Finalize curriculum and programs. Achieve list of schools and contacts; prepare for fall field trip season. Schedule free family days and coordinate efforts with additional city resources for engaging children.	Drop in visitors: A check-in list is prepared at the guest arrival desk to record zip codes. Secondary lists for direct programming check-in (visitors must sign- in when entering a program or the specific program space). Scheduled field trips: A final count of students attending via fieldtrips will also be included for attendance measurements. Tally complete total of children served for quarter 1 to measure program progression/success.	Current primary scheduled programming: Tuesdays: Literacy Wednesday: Art Thursday: Music/robotics Friday: Science/math Field trips: Gull Wings will offer specific programming that suits the needs of the scheduled fieldtrips. Gull Wings will coordinate with the teachers to reflect the subject or core requirements currently being covered in class/program to reinforce concepts. Examples: zoology/oceanic sciences: offer educational terrestrial and aquatic animal demonstrations. Art: offer a hands-on project that covers the medium requested.	375
Quarter 2 Oct - Dec 2014	Schedule free family weekend days. Schedule fieldtrips.	Drop in visitors: A check-in list is prepared at the guest arrival desk to record zip codes. Secondary lists for direct programming check-in (visitors must sign- in when entering a program or the specific program space). Scheduled field trips: A final count of students attending via fieldtrips will also be included for attendance measurements. Tally complete total of children served for quarter 2 to measure program progression/success.	Expand current primary scheduled programming: Tuesdays: Literacy/ <u>Add</u> Interactive book reading Wednesday: Art/ <u>Add</u> Theater Thursday: Music/ <u>Add</u> cross discipline studies; examples: art : science, music : math Friday: Science/math Saturday: Robotics Field trips: Gull Wings will offer specific programming that suits the needs of the scheduled fieldtrips. Gull Wings will coordinate with the teachers to reflect the subject or core requirements currently being covered in class/program to reinforce concepts. Examples: Art : Math – OMG program (origami mathematics)	375
Quarter 3 Jan - Mar 2015	Schedule free family weekend days. Schedule fieldtrips.	Drop in visitors: A check-in list is prepared at the guest arrival desk to record zip codes. Secondary lists for direct programming check-in (visitors must sign- in when entering a program or the specific program space). Scheduled field trips: A final count of students attending via fieldtrips will also be included for attendance measurements.	Ongoing development of scheduled programming: Tuesdays: Literacy/Interactive book reading Wednesday: Art/Theater Thursday: Music/Cross discipline studies; examples: art : science, music : math Friday: Science/Math Saturday: Robotics	375

EXHIBIT A

		Tally complete total of children served for quarter 3 to measure program progression/success. If necessary, explore options to expand program reach including additional educational program expansion.	Field trips: Gull Wings will offer specific programming that suits the needs of the scheduled fieldtrips. Gull Wings will coordinate with the teachers to reflect the subject or core requirements currently being covered in class/program to reinforce concepts.	
pr-in 15	Schedule free family weekend days. Schedule fieldtrips.	Drop in visitors: A check-in list is prepared at the guest arrival desk to record zip codes. Secondary lists for direct programming check-in (visitors must sign-in when entering a program or the specific program space). Scheduled field trips: A final count of students attending via fieldtrips will also be included for attendance measurements. Tally complete total of children served for quarter 4. Complete final summation of all children served via the Wingnauts program.	Scheduled programming (may be expanded depending on number of children reached and program progression): Tuesdays: Literacy/Interactive book reading Wednesday: Art/Theater Thursday: Music/Cross discipline studies; examples: art : science, music : math Friday: Science/Math Saturday: Robotics Field trips: Gull Wings will offer specific programming that suits the needs of the scheduled fieldtrips. Gull Wings will coordinate with the teachers to reflect the subject or core requirements currently being covered in class/program to reinforce concepts.	375
TOTAL YOUTH				1,500

(You may add additional activities if necessary)

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**CITY OF OXNARD YOUTH ENRICHMENT PROGRAM
YEP 2013-2014**

Contract Period: July 15, 2014 to June 30, 2015

REPORTING TIMELINE

MONTHLY REPORTING PERIOD	INVOICE REPORT PACKET* DUE DATE (by Noon)
July 15, 2014 – June 30, 2015	All invoice reporting packets are due on the 3 rd Wednesday of each month for the previous month's service. No payment will be processed after final due date. No exceptions!

MONTHLY INVOICE REQUIREMENTS

In order to process payment, the quarterly invoice report packet should include all of the following:

1. Monthly Program Progress Report for each reimbursement request.
2. City supplied invoice with requested reimbursement inserted into the Excel worksheet.
*(Invoice shall adhere to approved budget, Exhibit B.)
3. Itemized list of all expenditures totaling each category amount reflected in the invoice.
4. Source documentation for all requested reimbursement and documented match as reflected in the invoice.

YOUTH ENRICHMENT PROGRAM BUDGET

Gull Wings Children's Museum
Name of Agency

Wingnauts
Project Name

7/15/2014- 6/30/2015
Service Period

REVENUE CATEGORIES:

Total Measure "O" Funds Awarded

1. Cash Match

2. In-Kind Match

3. Contributions/Program Income

TOTAL PROJECT REVENUE:

TOTAL BUDGET:

\$20,000

\$0

\$5,000

\$5,000

\$30,000

COST CATEGORIES:

1. Total Personnel Costs

2. Total Volunteer Time

3. Total Travel & Training Costs

4. Total Supplies & Materials Costs

5. Total Other Costs

TOTAL PROJECT COST:

Note: Total project revenue must equal total project costs

AUTHORIZATION


Agency's President/Director, Signature


Project Manager, Signature

Amanda Hofmann-Handy, Executive Director
Name and Title (Typed)

DanielleChennault, Operations Manager
Name and Title (Typed)

ATTACHMENT 5
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Name of Agency: Gull Wings Children's MuseumName of Project: Wingnauts**PROJECT BUDGET**

REVENUE CATEGORIES		AMOUNT
1. MEASURE "0" FUNDS AWARDED (Amount)		\$20,000
	Sub-Total	
2. CASH MATCH (Specify Source & Use)		\$0
	Sub-Total	
3. IN-KIND MATCH (Specify Source & Use)		\$0
	Sub-Total	
4. CONTRIBUTIONS/PROGRAM INCOME (Specify Source & Use)		\$10,000
Harriet H. Samuelsson Foundation		
\$5,000		
Private cash and in-kind donations		
\$5,000		
		\$30,000
TOTAL PROJECT REVENUE:		\$ 30,000

Name of Agency: Gull Wings Children's MuseumName of Project: Wingnauts**COST CATEGORIES***Please Note: Col. A = Col. B +**Col. C + Col. D + Col. E**Col. A**Col. B**Col. C**Col. D**Col. E*

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
1. PAID PERSONNEL:					
<i>Please list job titles, rates, and calculations.</i>					
Executive Director, Programs Manager, Programs Developer, Program Instructor	\$7,000	\$5,000	\$0	\$0	\$2,000
Operations Manager, In-house bookkeeper, Programs Developer, Program Instructor	\$5,000	\$4,000	\$0	\$0	\$1,000
Media Coordinator, Program Developer, Program Instructor	\$4,000	\$3,000	\$0	\$0	\$1,000
Museum Associates, Program Instructors	\$3,000	\$2,000	\$0	\$0	\$1,000
Accountant	\$1,000	\$1,000	\$0	\$0	\$0
A. Total Wages	\$20,000	\$15,000	\$0	\$0	\$5,000
Payroll Taxes:					
F.A.S.D.I. <u>1</u> %	\$ 200	\$150	\$0	\$0	\$50
MEDICARE <u>1.45</u> %	\$290	\$217.50	\$0	\$0	\$72.50
.U.I. <u>6.2</u> %	\$1,240	\$930	\$0	\$0	\$310
Total Taxes	\$1,730	\$1,297.50	\$0	\$0	\$432.50
Employee Benefits:					
<i>Please list</i>					
Workers' Comp. <u>4.35</u> %	\$870	\$652.50	\$0	\$0	\$217.50
Other <u>n/a</u> %					
Total Benefits	\$870	\$652.50	\$0	\$0	\$217.50

1. Total Paid Personnel Costs	\$22,600	\$16,950	\$0	\$0	\$5,650
BUDGET ITEM	TOTAL PROJECT COSTT	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
2. VOLUNTEER TIME:	\$0	\$0	\$0	\$0	\$0
2. Total Volunteer Time	\$0	\$0	\$0	\$0	\$0
3. TRAVEL & TRAINING:					
A. Staff Travel:	\$0	\$0	\$0	\$0	\$0
Miles/ Rate					
B. Staff Training:	\$0	\$0	\$0	\$0	\$0
Total Travel & Training	\$0	\$0	\$0	\$0	\$0
SUPPLIES & MATERIALS:					
Supplies	\$4,000	\$2,500	\$0	\$0	\$1,500
Materials	\$2,000	\$1,000	\$0	\$0	\$1,000
Other	\$3,000	\$1,500	\$0	\$0	\$1,500
• Design					
• Marketing/Media					
• Curriculum Development					
Total Supplies Materials	\$9,000	\$5,000	\$0	\$0	\$4,000

EXHIBIT C

[illegible]

ATTACHMENT 5
PAGE 20 OF 27

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A 7690
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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ATTACHMENT 5
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NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA
P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER:

CalNonprofits Insurance Services
P.O. Box 640
Capitola, CA 95010

POLICY NUMBER: 2014-17318 -NPO

RENEWAL OF NUMBER: 2013-17318 -NPO

NAME OF INSURED AND MAILING ADDRESS:

Gull Wings- A Children's Museum
418 W. 4th Street
Oxnard, CA 93030

POLICY PERIOD:

FROM 04/15/2014 TO 04/15/2015

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Interactive museum for kids

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$500,000 any one premises
MEDICAL EXPENSE LIMIT	20,000 any one person

ADDITIONAL COVERAGES:

SOCIAL SERVICE PROFESSIONAL LIABILITY

EXCLUDED

CLASSIFICATION(S)

SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

PREMIUM **\$2,188**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

COUNTERSIGNED: 03/14/2014

BY

Patricia C. Q.

(AUTHORIZED REPRESENTATIVE)

PLEASE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)
AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IAC - GL - NPO

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(01/28)

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POLICY NUMBER: 2013-17318-NPO

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization. City of Oxnard Its City Council, officers, employees, and volunteers	All insured premises and operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

City of Oxnard
Its City Council, officers,
employees, and volunteers
300 West 3rd Street
Oxnard, CA 93030



GULLW-1

OP ID: HJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Svcs P.O. Box 640 Apitola, CA 95010 Heidi Jensen	Phone: 888-427-5222 Fax: 831-462-8529	CONTACT NAME: Heidi Jensen PHONE (A/C, No, Ext): 831-427-5224 FAX (A/C, No): 831-824-5068 E-MAIL: heidij@cal-insurance.org ADDRESS:
INSURED Gull Wings Children's Museum 418 W. 4th Street Oxnard, CA 93030		INSURER(S) AFFORDING COVERAGE INSURER A: NIAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	X	2013-17318-NPO	04/15/2013	04/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		2013-17318-NPO	04/15/2013	04/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Oxnard Its City Council, officers, employees, and volunteers 300 West 3rd Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Heidi Jensen
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ORD 25 (2010/05)

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ATTACHMENT

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EMPLOYERS COMPENSATION INS CO
Stock Company

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number	Policy Period
EIG 1687058 01	From 05/30/2014 To 05/30/2015

RENEWAL DECLARATION		Transaction
INFORMATION PAGE		Prior Policy Number
CARRIER NAME EMPLOYERS COMPENSATION INS CO		EIG168705800
NCCI Carrier # 41394 WCIRB CARRIER# 00441		
Named Insured and Address	Agent Address	
GULL WINGS CHILDREN'S MUSEUM 418 W. 4TH STREET OXNARD CA 93030	NAC INS ADMINISTRATION CORP CAN INSURANCE SERVICES P O BOX 640 CAPITOLA, CA 95010	
	Telephone: 888-427-5222	7250500

Other Workplaces Not Shown Above: See Schedule

Extended Named Insured: See Schedule

FEIN # 770159175

Legal Entity: TRUST - NON-PROFIT

Bureau/Risk ID:

Unemployment Id Number:

ITEM 2. POLICY PERIOD is from 12:01 A.M., 05/30/2014 to 12:01 A.M., 05/30/2015 Standard Time at the insured's mailing address.

ITEM 3. COVERAGE

a. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: CA

b. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	Each Accident
Bodily Injury by Disease	\$ 1,000,000	Policy Limit
Bodily Injury by Disease	\$ 1,000,000	Each Employee

c. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

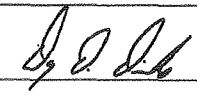
All states EXCEPT monopolistic states

d. This policy includes these endorsements and schedules: See Endorsement Schedule.

ITEM 4. PREMIUM

The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit. See Extension of Information Page.

SEE SCHEDULE OF CLASSIFICATIONS ON FOLLOWING PAGE(S)			
Minimum Premium	Deposit Premium	Total Estimated Annual Premium	Interim Adjustment of Premium
\$750	\$387.00	\$2,790	Annual

Servicing Office	Authorized Representative: 
EMPLOYERS COMPENSATION INS CO 412 PARKCENTER BLVD., SUITE 320 BOISE, ID 83706-7565	Countersigned by: _____
Group Code:	Date: 03/11/2014



P.O. Box 8507, Santa Cruz, CA 95061
P: (800) 359-6422
F: (831) 459-0853



BUSINESS AUTO COVERAGE FORM

POLICY NUMBER: 2014-17318 - NPO

SCHEDULE BA
Page 1

NAME INSURED: Gull Wings- A Children's Museum

Item Three: SCHEDULE OF COVERED AUTOS YOU OWN

DESCRIPTION			TERR.	CLASS CODE	DEDUCTIBLES apply only if coverage is provided as indicated below.		TOWING & LABOR Limit per Disablingment
COVERED AUTO NO.	YEAR, MODEL, TRADE NAME, BODYTYPE, SERIAL NUMBER(S)	VIN			OTHER THAN COLLISION	COLLISION	

NO OWNED AUTOS

N/A

PREMIUMS: COVERAGE IS PROVIDED ONLY IF A PREMIUM CHARGE IS INDICATED.

COVERED AUTO NO.	NON-OWNED	HIRED	LIABILITY	MED PAY	UM/ UIM	PHYSICAL DAMAGE		TOWING AND LABOR	ADDITIONAL INSURED / LOSS PAYEE: Except for towing, all physical damage loss is payable to you and the Loss Payee named below as Interest may appear at the time of loss. See attached Schedule A1.
						COLL.	COMP.		

N/A

VO/H 100 50

Hired PD

Hired Physical Damage Deductibles:

Comprehensive: \$500

Collision: \$500

Samuel C. Q.

Signature

03/14/2014
ATTACHMENT

Date

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(b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable... in advance on the first day of business...

CITY OF OXNARD - LICENSE SERVICES
214 South C Street, Oxnard, California 93030
(805) 385-7817 • Fax (805) 385-7836

BUSINESS TAX CERTIFICATE
NON TRANSFERABLE OR ASSIGNABLE

Certificate No: **15-00008845** Control No: **20193**

Date Issued: **9/23/13**

Expiration Date: **10/31/14**

Classification Code No: **3000-35**

Classification Code Description: **REGISTERED NON-PROFIT**

Business Address: **418 W FOURTH ST**

Owner's Name: **GULL WINGS CHILDREN'S MUSEUM**

Business Name & Mailing Address:


GULL WINGS CHILDREN'S MUSEUM
418 W FOURTH ST
OXNARD CA 93030-5912

POST IN CONSPICUOUS PLACE
This Business Tax Certificate is issued as an
acknowledgement for the payment of a business tax.

IMPORTANT

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Lesson One Company, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services. City reserves its right to monitor the performance of Consultant and to conduct on-site visits to ensure compliance with this Agreement.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sofia Balderrama ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement within the City of Oxnard at a place or location approved by the City.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Jon Oliver, Executive Director, as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 15, 2014, and expire on June 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$21,000 pursuant to the budget contained in Exhibit C, attached hereto and incorporated by this reference in full herein, for reimbursement of costs and expenses that Consultant necessarily incurs to provide the Services and that are eligible for reimbursement under applicable regulations.

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

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

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

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

15. Consultant Match

At a minimum, Consultant shall provide a fifty percent (50%) (dollar-for-dollar) match for the compensation it receives to provide the Services pursuant to this Agreement. The match may come from another grant, donations, from Consultant's organization, partners of Consultant or from any combination thereof. The match may consist of real dollars or in-kind

(non-cash) contributions of labor, services, materials, equipment, supplies, and/or travel expenses that are necessary and reasonable for the provision of the Services. Consultant may count donated professional services and volunteer labor as matches.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, the actual goals obtained, the number of youth served and Consultant's matching real dollar or in-kind contribution to the costs it has incurred to provide the Services. The invoice shall be in a form satisfactory to Manager. The invoice shall also identify the Services by project as specified by Manager.

b. For each monthly billing cycle, Consultant shall submit with all monthly invoices all documentation that evidences its matching contribution, which covers the costs that Consultant has incurred. Consultant shall submit all monthly invoices for the Services performed under this Agreement by the expiration of this Agreement. City shall not be responsible for any costs or expenses that Consultant incurs after the expiration or earlier termination of this Agreement.

c. Consultant agrees that a minimum of eight-five percent (85%) of the costs delineated on any one invoice shall be attributed to the direct cost of providing the Services.

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

e. Consultant shall comply with generally accepted accounting principles and procedures, implement adequate internal controls, and maintain source documentation for all costs incurred.

17. Responsibility for Expenses

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

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, records fully describing each activity Consultant undertakes pursuant to this Agreement, client data, source documentation for all reimbursed expenditures and documented match requirements, and any other data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services, maintain the documents and materials for a period of no less than three years from completion of the Services.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

20. Maintenance and Inspection of Records

a. Prior to the provision of the Services, Consultant shall submit to City a copy of its most recent audit as prescribed by its bylaws or submit to City a copy of the IRS Form 990 and any applicable schedules for the 2013 filing year if an audit is not required by Consultant's bylaws. With its submission, Consultant shall also include the auditor's opinion and any findings disclosed in the recent audit or, if applicable, the Statement of Financial Condition, Statement of Activities and Statement of Functional Expense contained within the IRS Form 990 document.

b. Within thirty (30) days of Consultant's receipt of an audit report that notes deficiencies in such records, Consultant shall fully correct such deficiencies. Failure to correct such deficiencies shall constitute a breach of this Agreement and may result in the City withholding payment or termination.

c. Consultant agrees that City or its auditors shall have access to and the right to

audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

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

22. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

23. Insurance

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

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

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

24. Independent Contractor

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

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

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

25. Consultant Not Agent

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

26. Conflict of Interest

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

27. Assignability of Agreement

Consultant shall not assign or transfer the rights or obligations of this Agreement without the express written consent of City, which consent may be withheld for any reason; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Consultant shall promptly give City notice of any such assignment or transfer.

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

federal law.

30. Force Majeure

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

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

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

36. Waiver

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

37. Counterparts

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

38. Arbitration

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

39. Expenses of Enforcement

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

40. Authority to Execute

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

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

41. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Lesson One Company, Inc., 1215 Anchors Way Dr., Ventura, California 93001, Attention: Jon Oliver, Executive Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard Recreation and Community Services, 555 South "A" Street, Suite 265, Oxnard, California 93030, Attention: Sofia Balderrama.

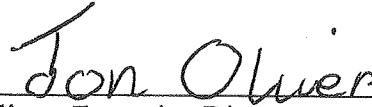
42. Amendment

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

43. Entire Agreement

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

CONSULTANT

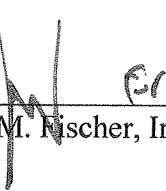


Jon Oliver, Executive Director

Lesson One Company, Inc.

Federal Tax Identification #: 04-2656636

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



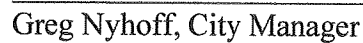
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Sofia Baidemama, Project Manager

CITY OF OXNARD:


Greg Nyhoff, City Manager

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM**

SCOPE OF SERVICE

Agency Name: Lesson One **Program Name:** Social/Academic Success for

Oxnard Youth

Service Period: 7/15/2014 to 6/30/2015

Is this a new project? YES ☐ or NO ☒

Program Goal:

As a result of our work in the schools, students will internalize skills conducive to social, emotional, and academic achievement, the intervention will be adopted as a school-wide practice within all classrooms, a consistent social and emotional learning language will be incorporated throughout the school and will transfer from school to home culture.

Program Description:

For this project Lesson One will work at Marina West Elementary School, Hathaway Elementary School and a third school in Oxnard to be named at a later date to teach the Lesson One skills of self-control, resiliency, stress reduction, respect for diversity, empathy and accountability. The universal approach reaches all school staff, children and parents/guardians with comprehensive training in Lesson One, providing a positive climate and culture-change in schools, homes and communities. Lesson One provides a comprehensive residency to ensure that its intervention strategies are thoroughly presented to both students and staff. The skills are then integrated into the school culture through a series of interactive games and activities in the classrooms. Lesson One provides educators with the instructional tools required to successfully integrate the intervention into the school culture. Hands-on games, literature, and classroom discussions enable students to practice the skills in an enjoyable and tangible way while helping them internalize the skills to avoid bullying and other anti-social behaviors. Classroom supplies include kits the children can use to continue using the activities throughout the school year.

Total Number of Youth Projected to be Served: 1100

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**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM
SCOPE OF SERVICE**

Term: 7/15/2014 – 6/30/2015

Quarter	Accomplishments (Projected Performance Outcomes)	Methodology for Measuring Outcomes	Description of Activity/ Services	Projected No. of Youth to be served
-2	Reduction in Office Referrals Increase in Standardized Test Scores Reduction in Suspensions and Expulsions	School Data Collection	Direct Service in Schools: Grades 3-6 at three schools will receive 5 onsite visits.	1100
	Parent Involvement will Increase	Attendance collected at family nights and daytime demonstrations	Schedule and implement family night presentations at each school.	300 parents
	TOTAL YOUTH			1100

(You may add additional activities if necessary)

ATTACHMENT 2 6
PAGE 13 OF 26

**CITY OF OXNARD YOUTH ENRICHMENT PROGRAM
YEP 2013-2014
Contract Period: July 15, 2014 to June 30, 2015**

REPORTING TIMELINE

MONTHLY REPORTING PERIOD	INVOICE REPORT PACKET* DUE DATE (by Noon)
July 15, 2014 – June 30, 2015	All invoice reporting packets are due on the 3rd Wednesday of each month for the previous month's service. No payment will be processed after final due date. No exceptions!

MONTHLY INVOICE REQUIREMENTS

In order to process payment, the quarterly invoice report packet should include all of the following:

1. Monthly Program Progress Report for each reimbursement request.
2. City supplied invoice with requested reimbursement inserted into the Excel worksheet.
*(Invoice shall adhere to approved budget, Exhibit B.)
3. Itemized list of all expenditures totaling each category amount reflected in the invoice.
4. Source documentation for all requested reimbursement and documented match as reflected in the invoice.

111
ATTACHMENT 6
PAGE 14 OF 26

YOUTH ENRICHMENT PROGRAM BUDGET

Name of Agency: Lesson One

Project Name: Social/Academic Success for O

REVENUE CATEGORIES:

Total Measure "O" Funds Awarded

1. Cash Match

2. In-Kind Match

3. Contributions/Program Income

TOTAL PROJECT REVENUE:

COST CATEGORIES:

1. Total Personnel Costs

2. Total Volunteer Time

3. Total Travel & Training Costs

4. Total Supplies & Materials Costs

5. Total Other Costs

TOTAL PROJECT COST:

Note: Total project revenue must equal total project costs

AUTHORIZATION



Agency's President/Director, Signature

Jon Oliver, Executive Director
Name and Title (Typed)

Service Period

7/15/2014 to 6/30/2015

TOTAL BUDGET:

\$21,000

\$3,000

\$7,500

\$

\$31,500

TOTAL BUDGET:

\$19,544

\$

\$660

\$2,208

\$9088

\$31,500



Project Manager, Signature

Fern Shamis, Assistant Director
Name and Title (Typed)

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ATTACHMENT 6
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EXHIBIT C

Name of Agency: _____ Lesson One _____ Name of Pro Social/Academic Success for Oxnard

PROJECT BUDGET

REVENUE CATEGORIES		AMOUNT
1. MEASURE "0" FUNDS AWARDED (Amount)		
	Sub-Total	\$21,000
2. CASH MATCH (Specify Source & Use)		
Samuelson Foundation toward Direct-Service	Sub-Total	\$3,000
3. IN-KIND MATCH (Specify Source & Use)		
	Sub-Total	\$7,500
4. CONTRIBUTIONS/PROGRAM INCOME (Specify Source & Use)		
	Sub-Total	0
		\$
TOTAL PROJECT REVENUE:		\$31,500

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ATTACHMENT 6
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Name of Agency: Lesson One

Project Name Social/Academic Success for Oxnard Youth

COST CATEGORIES

Please Note: Col. A = Col. B +
Col. C + Col. D + Col. E

	Col. A	Col. B	Col. C	Col. D	Col. E
BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
1. PAID PERSONNEL:					
<i>Please list job titles, rates, and calculations.</i>					
Trainer @ \$30/hour x 360 hours	10,800	7,800	3,000		
Manager @ \$20/hour x 250 hours	5,500	5,500	0		
A. Total Wages	16,300	13,300	3000		
Payroll Taxes:					
O.A.S.D.I. <u>6.2</u> %	1011	1011			
MEDICARE <u>1.45</u> %	236	236			
S.U.I. <u> </u> %					
B. Total Taxes	1247	1247			
Employee Benefits:					
<i>Please list</i>					
Workers' Comp. <u>15</u> % x 7	108	108			
Health 12% x 13,448	1614	1614			
Health 17% x 1620	275	275			
C. Total Benefits	1997	1997			
1. Total Paid Personnel Costs	19,544	16,544	3,000		

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ATTACHMENT 6
PAGE 17 OF 26

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
2. VOLUNTEER TIME:					
2. Total Volunteer Time					
3. TRAVEL & TRAINING:					
A. Staff Travel:					
➤ Miles/ Rate					
30 miles RT x .55/mile x 40 tr	660	660			
B. Staff Training:					
3. Total Travel & Training	660	660			
4. SUPPLIES & MATERIALS:					
➤ Supplies					
➤ Materials	2208	2208			
➤ Other					
4. Total Supplies & Materials	2208	2208			

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A 7657
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

ATTACHMENT 4
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McSweeney & Ricci Insurance 20 Washington Street O. Box 850984 Raintree MA 02185		CONTACT NAME: PHONE (A/C, No. Ext): 781-848-8600 E-MAIL ADDRESS: mrreception@mcsweeneyricci.com FAX (A/C, No): 781-843-8807	
INSURED The Lesson One Company, Inc. 16 Marrett Rd, 2nd Floor Boston MA 02421		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Companies INSURER B: The Hartford INSURER C: INSURER D: INSURER E: INSURER F:	
LESSOR LESSO-1		NAIC #	

COVERAGES

CERTIFICATE NUMBER: 395162496

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		PHPK1085008	10/26/2013	10/26/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		PHPK1085008	10/26/2013	10/26/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	08WECLH6063	11/22/2013	11/22/2014	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
PROFESSIONAL LIABILITY		PHPK1085008	10/26/2013	10/26/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Oxnard, It's City Council,
Officers, Employees & Volunteers
545 South A Street
Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mary Lou Rice

ATTACHMENT

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1/25 (2010/05)

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OF



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company

COMMON POLICY DECLARATIONS

Policy Number: PHPK1085008

Named Insured and Mailing Address:

The Lesson One Company, Inc;
Fern Shamis
436 Marrett Rd Fl 2
Lexington, MA 02421-7715

Producer: 20243

McSweeney & Ricci Insurance Agency, Inc.
420 Washington Street
Braintree, MA 02185

Policy Period From: 10/26/2013 **To:** 10/26/2014

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS
POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	198.00
Commercial General Liability Coverage Part	708.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	365.00
Businessowners	
Workers Compensation	
Professional Liability	1,320.00

Total \$ 2,591.00

Total Includes Federal Terrorism Risk Insurance Act Coverage **10.00**

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (01/07)

Countersignature Date

Authorized Representative

Ronald H.

ATTACHMENT

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OF

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Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHPK1085008

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
CSNotice-1	1011	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
PP0713	0713	Privacy Policy Notice
CPD-PIIC	0107	Common Policy Declarations
Location Schedule	0100	Location Schedule
Additional Insured Schedule	0100	Additional Insured Schedule
PI-BELL-1 MA	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0985	0108	Disclosure Pursuant to Terrorism Risk Insurance Act
IL0986	0308	Excl of Certified Acts of Terrorism Involving Nuclear
PI-TER-DN1	0112	Disclosure Notice of Terrorism Ins Coverage Rejection

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1085008

Additional Insured

City of Oxnard
Risk Manager
300 W 3rd St Ste 302
Oxnard, CA 93030-5738

CG2037 - General Liability

Additional Insured

Oxnard School District
1051 S A St
Oxnard, CA 93030-7442

CG2037 - General Liability
Re: Educational Consulting

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Oxnard School District	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Expiration Date: 8/31/14

Classification Code Description: REGISTERED NON-PROFIT

Owner's Name: LESSON ONE COMPANY INC

Business Name & Mailing Address:

LESSON ONE FOUNDATION INC
1215 ANCHORS WAY DR #212
VENTURA CA 93001

POST IN CONSPICUOUS PLACE

**This Business Tax Certificate is issued as an
acknowledgement for the payment of a business tax.**

IMPORTANT

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

OCC sec 11-5 - Multiple business tax certificates: branch establishments.

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-18 - Nontransferability. No business tax certificate issued... shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

OCC sec 11-19 - Duplicate business tax certificates. If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

CCC sec 11-20 - Posting and carrying business tax certificate.

- (a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- (b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

ICC sec 11-21 - Time for payment.

- (a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.
- (b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable... in advance on the first day of business...

CC sec 11-22 - Delinquency; penalties; installment payments.

- (a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. This penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the license tax due.

§C sec 11-24 - No refund on cessation of business.

- (a) A certificant shall not be entitled to a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

ie City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

CITY OF

OXNARD

CALIFORNIA

McKinnon Fax

1577/84505

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 15th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Palmer Drug Abuse Program of Ventura County, Inc. ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services. City reserves its right to monitor the performance of Consultant and to conduct on-site visits to ensure compliance with this Agreement.

4. Nonexclusive Services

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

5. Coordination of Services

The Services shall be coordinated with Sofia Balderrama ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement within the City of Oxnard at a place or location approved by the City.

7. Correction of Errors

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

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Ginny Connell, Executive/Clinical Director as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 15, 2014, and expire on June 30, 2015.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$30,000 pursuant to the budget contained in Exhibit C, attached hereto and incorporated by this reference in full herein, for reimbursement of costs and expenses that Consultant necessarily incurs to provide the Services and that are eligible for reimbursement under applicable regulations.

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

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

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

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

15. Consultant Match

At a minimum, Consultant shall provide a fifty percent (50%) (dollar-for-dollar) match for the compensation it receives to provide the Services pursuant to this Agreement. The match may come from another grant, donations, from Consultant's organization, partners of Consultant or from any combination thereof. The match may consist of real dollars or in-kind

(non-cash) contributions of labor, services, materials, equipment, supplies, and/or travel expenses that are necessary and reasonable for the provision of the Services. Consultant may count donated professional services and volunteer labor as matches.

16. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, the actual goals obtained, the number of youth served and Consultant's matching real dollar or in-kind contribution to the costs it has incurred to provide the Services. The invoice shall be in a form satisfactory to Manager. The invoice shall also identify the Services by project as specified by Manager.

b. For each monthly billing cycle, Consultant shall submit with all monthly invoices all documentation that evidences its matching contribution, which covers the costs that Consultant has incurred. Consultant shall submit all monthly invoices for the Services performed under this Agreement by the expiration of this Agreement. City shall not be responsible for any costs or expenses that Consultant incurs after the expiration or earlier termination of this Agreement.

c. Consultant agrees that a minimum of eight-five percent (85%) of the costs delineated on any one invoice shall be attributed to the direct cost of providing the Services.

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

e. Consultant shall comply with generally accepted accounting principles and procedures, implement adequate internal controls, and maintain source documentation for all costs incurred.

17. Responsibility for Expenses

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

18. Non-Appropriation of Funds

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

19. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, records fully describing each activity Consultant undertakes pursuant to this Agreement, client data, source documentation for all reimbursed expenditures and documented match requirements, and any other data and photographs expressly required to be prepared by Consultant as part of the scope of services (“documents and materials”) shall be the property of City and shall, upon completion of the Services, maintain the documents and materials for a period of no less than three years from completion of the Services.

b. At City’s request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

20. Maintenance and Inspection of Records

a. Prior to the provision of the Services, Consultant shall submit to City a copy of its most recent audit as prescribed by its bylaws or submit to City a copy of the IRS Form 990 and any applicable schedules for the 2013 filing year if an audit is not required by Consultant’s bylaws. With its submission, Consultant shall also include the auditor’s opinion and any findings disclosed in the recent audit or, if applicable, the Statement of Financial Condition, Statement of Activities and Statement of Functional Expense contained within the IRS Form 990 document.

b. Within thirty (30) days of Consultant’s receipt of an audit report that notes deficiencies in such records, Consultant shall fully correct such deficiencies. Failure to correct such deficiencies shall constitute a breach of this Agreement and may result in the City withholding payment or termination.

c. Consultant agrees that City or its auditors shall have access to and the right to

audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

21. Confidentiality of Information

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

22. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense

obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

23. Insurance

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

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

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

24. Independent Contractor

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

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

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

25. Consultant Not Agent

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

26. Conflict of Interest

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

27. Assignability of Agreement

Consultant shall not assign or transfer the rights or obligations of this Agreement without the express written consent of City, which consent may be withheld for any reason; provided, however, that claims for money due or to become due to Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Consultant shall promptly give City notice of any such assignment or transfer.

28. Successors and Assigns

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

29. Fair Employment Practices

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

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

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

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

federal law.

30. Force Majeure

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

31. Time of Essence

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

32. Covenants and Conditions

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

33. Governing Law

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

34. Compliance with Laws

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

35. Severability

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

36. Waiver

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

37. Counterparts

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

38. Arbitration

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

39. Expenses of Enforcement

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

40. Authority to Execute

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

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

41. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Palmer Drug Abuse Company of Ventura County, Inc., 450 Rosewood Avenue, Suite 215, Camarillo, California 93010, Attention: Ginny Connell, Executive/Clinical Director.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City of Oxnard Recreation and Community Services, 555 South "A" Street, Suite 265, Oxnard, California 93030, Attention: Sofia Balderrama.

42. Amendment

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

43. Entire Agreement

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

CITY OF OXNARD

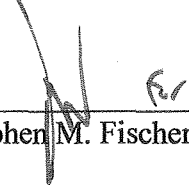
Greg Nyhoff, City Manager

CONSULTANT



Ginny Connell, Executive/Clinical Director
Palmer Drug Abuse Program of Ventura
County, Inc.
Federal Tax Identification #: 77-0209843

APPROVED AS TO FORM:



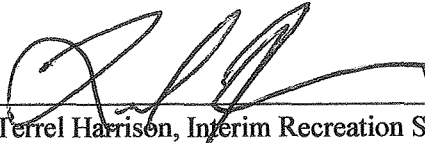
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:



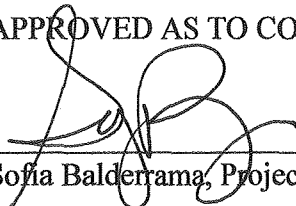
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Terrel Harrison, Interim Recreation Superintendent

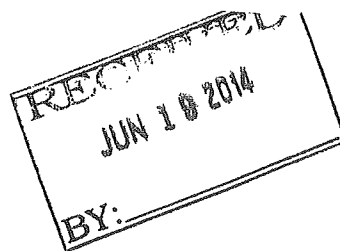
APPROVED AS TO CONTENT:



Sofia Balderama, Project Manager

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM**

SCOPE OF SERVICE



Agency Name: PDAP of Ventura County Program Name: Treatment & Early Intervention for High-Risk Youth

Service Period: 7/15/2014 to 6/30/2015

Is this a new project? YES or NO X

Program Goal: To provide a quick and positive response to behaviors indicating drug and alcohol use by middle school and high school students in Oxnard and El Rio, leading to reduced substance use, improved connection to school and increased ability to choose healthy activities.

Program Description: PDAP will provide skilled Addiction Treatment Counselors on-campus at the Intermediate/Middle Schools in the Oxnard and El Rio School Districts and Blackstock Jr. High School in the Hueneme Elementary School District. Counselors will assess the severity of each youth's using patterns and related behaviors and provide weekly group and individual counseling that is developmentally appropriate to sixth, seventh and eighth graders. We will also provide community based treatment services to high school students off-campus at two community locations.

Total Number of Youth Projected to be Served: 150 to 180.

ATTACHMENT 12 7
PAGE 12 OF 24

**CITY OF OXNARD
YOUTH ENRICHMENT PROGRAM
SCOPE OF SERVICE**

Term: 7/15/2014 – 6/30/2015

arter	Accomplishments (Projected Performance Outcomes)	Methodology for Measuring Outcomes	Description of Activity/ Services	Projected No. of Youth to be served
	Completion of MOU with Hueneme Elementary School District and update of other two districts. Contact school contacts to set schedules for on-campus services. Meet with staff counselors to plan for providing services.	All preparatory steps accomplished so that on-campus services can begin as early in the school year as possible.	As indicated under accomplishments.	
	Improve student involvement in school, reduce drug and alcohol use, expand ideas about other activities to be chosen and enjoyed.	Weekly attendance records and case files will be kept. Data will be provided anonymously.	Provide assessments and counseling services at all campuses.	80 - 120
	Reduction in drug and alcohol use, compliance with terms of probation, increased ability to make healthy choices.	Weekly attendance records and case files will be kept. Data will be provided anonymously.	Continue providing weekly group and individual counseling for high school students at community locations.	20 - 60
	Strengthen family relationships and support healthy choices by youth.	Records kept in youth case files of parent contact and services provided.	Contact with parents of youth served, referrals to community resources, counseling when requested.	20 - 50
	Increase and maintain effectiveness of staff and good interaction with youth, parents and school staff.	Weekly supervision of counselors, regular contact with schools.	Ongoing supervision and training of counselors and interns/volunteers. Administrative support for all program activities.	

TOTAL YOUTH 150

ATTACHMENT 7
PAGE 13 OF 24

**CITY OF OXNARD YOUTH ENRICHMENT PROGRAM
YEP 2013-2014**

Contract Period: July 15, 2014 to June 30, 2015

REPORTING TIMELINE

MONTHLY REPORTING PERIOD	INVOICE REPORT PACKET* DUE DATE (by Noon)
<u>July 15, 2014 – June 30, 2015</u> <i>11.5 months</i>	All invoice reporting packets are due on the 3rd Wednesday of each month for the previous month's service. No payment will be processed after final due date. No exceptions!

MONTHLY INVOICE REQUIREMENTS

In order to process payment, the quarterly invoice report packet should include all of the following:

1. Monthly Program Progress Report for each reimbursement request.
2. City supplied invoice with requested reimbursement inserted into the Excel worksheet.
 *(Invoice shall adhere to approved budget, Exhibit B.)
3. Itemized list of all expenditures totaling each category amount reflected in the invoice.
4. Source documentation for all requested reimbursement and documented match as reflected in the invoice.

ATTACHMENT 7
PAGE 14 OF 24

YOUTH ENRICHMENT PROGRAM BUDGET

PDAP of Ventura County, Inc.

Name of Agency:

Treatment & Early Intervention

Project Name:

7/15/2014 to 6/30/2015

Service Period

JUN 19 2014

BY:

REVENUE CATEGORIES:

Total Measure "O" Funds Awarded

TOTAL BUDGET:

30000

1. Cash Match

\$ _____

2. In-Kind Match

20690

3. Contributions/Program Income

9310.09

TOTAL PROJECT REVENUE:

60000.09

COST CATEGORIES:

1. Total Personnel Costs

39310.09

2. Total Volunteer Time

8358

3. Total Travel & Training Costs

\$ _____

4. Total Supplies & Materials Costs

\$ _____

5. Total Other Costs

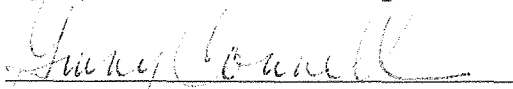
12332

TOTAL PROJECT COST:

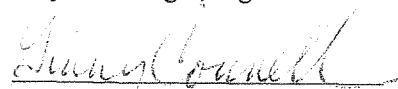
60000.09

*Note: Total project revenue must equal total project costs***AUTHORIZATION**

Agency's President/Director, Signature


 Ginny Connell, Executive Director

Project Manager, Signature


 Ginny Connell, Clinical Director

1 of 5

ATTACHMENT 7PAGE 15 OF 24

PDAP of Ventura County, Inc.

Name of Project _____ Prevention & Early
Intervention**PROJECT BUDGET**

REVENUE CATEGORIES		AMOUNT
1. MEASURE "0" FUNDS AWARDED (Amount)		
	Sub-Total	30000
2. CASH MATCH (Specify Source & Use)		
	Sub-Total	\$
3. IN-KIND MATCH (Specify Source & Use)		
	Sub-Total	20690
4. CONTRIBUTIONS/PROGRAM INCOME (Specify Source & Use)		
	Sub-Total	9310. ⁰⁹
		\$
TOTAL PROJECT REVENUE:		60000.⁰⁹

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ATTACHMENT 7PAGE 16 OF 24

Name of Agency: _____ PDAP

Project Name: _ Treatment & Early Intervention

COST CATEGORIES

Please Note: Col. A = Col. B +
Col. C + Col. D + Col. E

BUDGET ITEM	Col. A TOTAL PROJECT COST	Col. B MEAS. "O" FUNDS	Col. C CASH MATCH	Col. D IN-KIND MATCH	Col. E CONTRIBUTION PROGRAM INCOME
1. PAID PERSONNEL:					
Patricia Wallace	3264	3264			
Fernando Garcia	10200	10200			
Grace Saipale	4620	4620			
New Counselor PT	4760	684			4076
Ginny Connell, Supervision	5280	5280			
Ginny Connell, Management	4224	4224			
Admin. Assistants	1728	1728			
A. Total Wages	34076	30000			4076
Payroll Taxes:					
O.A.S.D.I. _____ %	340.76				340.76
MEDICARE _____ %	494.11				494.11
S.U.I. _____ %	1788.99				1788.99
FICA 6.20%	2112.72				2112.72
B. Total Taxes	4736.58				4736.58
Employee Benefits:					
Please list					
Workers' Comp. _____ %	497.51				497.51
Other _____ %					
C. Total Benefits	497.51				497.51
1. Total Paid Personnel Costs	39310.09	30000			9310.09

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ATTACHMENT 7
PAGE 17 OF 24

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
2. VOLUNTEER TIME:					
Intern Counselors	8358			8358	
2. Total Volunteer Time	8358			8358	
3. TRAVEL & TRAINING:					
A. Staff Travel:					
➤ Miles/ Rate					
B. Staff Training:					
3. Total Travel & Training	0				
4. SUPPLIES & MATERIALS:					
➤ Supplies					
➤ Materials					
➤ Other					
4. Total Supplies & Materials	0				

BUDGET ITEM	TOTAL PROJECT COST	MEAS. "O" FUNDS	CASH MATCH	IN-KIND MATCH	CONTRIBUTION PROGRAM INCOME
OTHER:					
<i>Please list</i>					
Building Space: 8 school rooms @ \$45 per month; 1 Church room @ \$20 per month	12332			12332	
> Calculations					
> Insurance					
> Other (specify)					
Total Other Costs	12332			12332	
Total Project Costs					
Col A= (Col B + C+D+ E)	60000	30000		20690	9310.09

60,000.09

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. *A 7688*
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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PAGE 20 OF 24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc.
15 N Brand Blvd, Suite 600
Irvine, CA 92618

CONTACT

NAME:

PHONE (A/C, No, Ext): (818) 539-2300

FAX (A/C, No): (818) 539-2301

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Great American Insurance Company

16691

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

SURED

PDAP (Palmer Drug Abuse Program) of Ventura County, Inc.
450 Rosewood Ave, Ste 215
Camarillo, CA 93010

OVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY						
☒ COMMERCIAL GENERAL LIABILITY	☒		PAC 5563653	12/28/2013	12/28/2014	EACH OCCURRENCE \$ 1,000,000
☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMPROP AGG \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
☐ POLICY ☐ PROJECT ☐ LOC						
AUTOMOBILE LIABILITY						
☐ ANY AUTO	☒		PAC 5563653	12/28/2013	12/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
☒ HIRED AUTOS	☒					BODILY INJURY (Per accident) \$
☐ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
☐ NON-OWNED AUTOS						
UMBRELLA LIAB						EACH OCCURRENCE \$
EXCESS LIAB						AGGREGATE \$
☐ OCCUR						
☐ CLAIMS-MADE						
DED \$						
RETENTION \$						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					WC STATUTORY LIMITS
If yes, describe under DESCRIPTION OF OPERATIONS below						OTHER
Professional Liab			PAC 5563653	12/28/2013	12/28/2014	E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
						\$3,000,000 Agg/Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Oxnard, it's City Council, Officers, Employees and Volunteers are named additional insured with respect to the General/Automobile Liability policy of named insured per the attached endorsements.

CERTIFICATE HOLDER

City of Oxnard, it's City Council, Officers
Employees and Volunteers
Attn: Risk Management
300 W. Third Street, Ste. 302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ATTACHMENT

7

0694804 GREAT AMERICAN ASSURANCE CO

Administrative Offices
301 E 4th Street
Cincinnati OH 45202-4201
513 369 5000 ph

CG 20 26 (Ed.04/13)

Policy: PAC 556-36-53 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

ame of Additional Insured Person(s) or Organization(s):

ITY OF OXNARD, ITS CITY COUNCIL, OFFICERS,
MPLOYEES AND VOLUNTEERS
TTN: RISK MANAGEMENT
00 W. THIRD STREET, STE. 302
KNARD, CA 93030

ormation required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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G 20 26 04/13

(Page 1 of 2)

ATTACHMENT

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24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0726293
Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.
505 N Brand Blvd, Suite 600
Glendale, CA 91203

CONTACT
NAME:PHONE
(A/C, No, Ext): (818) 539-2300FAX
(A/C, No): (818) 539-2301

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : State Compensation Insurance Fund of CA 35076

INSURED

PDAP of Ventura County, Inc.
450 Rosewood Ave, Ste 215
Camarillo, CA 93010

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9088973-14	02/11/2014	02/11/2015	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Id: 15-00079875 Control No: 82560

Date Issued: 1/15/14

Expiration Date: 7/31/14

Id Code No: 3000-35

Classification Code Description: REGISTERED NONPROFIT

Address: OUTSIDE OF OXNARD

Owner's Name: PALMER DRUG ABUSE PROGRAM OF

Business Name & Mailing Address:

PDAP OF VENTURA COUNTY, INC
PO BOX 3212
CAMARILLO CA 93011-3212

POST IN CONSPICUOUS PLACE

This Business Tax Certificate is issued as an acknowledgement for the payment of a business tax.

IMPORTANT

Certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. Certificate is responsible for complying with City, County, State and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

11-5 - Multiple business tax certificates; branch establishments.

A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.

Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.

A person shall obtain a business tax certificate for each branch establishment of the same business.

A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

11-18 - Nontransferability. No business tax certificate issued... shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

11-19 - Duplicate business tax certificates. If a certificate files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

11-20 - Posting and carrying business tax certificate.

Any certificate conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.

Any certificate conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

11-21 - Time for payment.

Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.

Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable... in advance on the first day of business...

11-22 - Delinquency; penalties; installment payments.

If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. This penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the license tax due.

11-24 - No refund on cessation of business.

A certificate shall not be entitled to a refund of any portion of any business tax or fee paid by reason of cessation of the business prior to the expiration of the business tax period.

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax period, please contact Licensing Services immediately.

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