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

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
November 18, 2014
5:00 P.M. – Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 6 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

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

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Planning Department

1. SUBJECT: Appeal of Planning and Zoning Permit No. 14-400-01 (Coastal Development Permit to amend Planned Development Permit No. 42), Located at 5540 West Fifth Street, Oxnard Shores Mobile Home Park. Filed by Mike Marlow on behalf of Oxnard Shores Co. LLC.
RECOMMENDATION: **Continued to December 9, 2014.**
Legislative Body: CC Contact: James Coombs Phone: 385-7952

J. APPOINTMENT ITEM – 6:30 P.M.

Police Department

1. SUBJECT: Bicycle Safety.
RECOMMENDATION: Receive a verbal presentation of citywide efforts on bicycle safety and City of Oxnard Bicycle and Pedestrian Facilities Master Plan implementation.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

K. REPORTS

City Manager Department

1. SUBJECT: Internal Control Over Financial Reporting Related to Employee Leave Balances. (001)
RECOMMENDATION: Receive a report and provide comments.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

2. SUBJECT: Extension of the Channel Islands Harbor Annexation Agreement. (009)
RECOMMENDATION: Approve and authorize the Mayor to execute the Seventh Amendment, consisting of a four-month extension to the City of Oxnard Annexation Agreement, between the County of Ventura (A-7638) as it relates to Channel Islands Harbor, and the City of Oxnard, to allow for negotiation of a replacement agreement.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Community Development Department

3. SUBJECT: Master Agreement Regarding Expenditure of Bond Proceeds. (013)
RECOMMENDATION: 1) That the City Council adopt a resolution approving a Master Agreement Regarding Expenditure of Bond Proceeds Between the City and the Oxnard Community Development Commission Successor Agency (6954-14-CD); and 2) That the Board of Directors of the Oxnard Community Development Commission Successor Agency adopt a resolution approving, and recommending to its Oversight Board approval of, a Master Agreement Regarding Expenditure of Bond Proceeds between the Successor Agency and the City of Oxnard.
Legislative Body: CC/SA Contact: Kymberly Horner Phone: 385-7407

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. SUBJECT: Selection of Executive Recruitment Firm. (045)
RECOMMENDATION: Approve and authorize the City Manager to execute an agreement with William Avery & Associates, Inc. (6947-14-HR) in the amount of $79,100 for executive recruitment services for the positions of City Attorney, Housing Director, Human Resources Director, and Utilities Director.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

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

N. PUBLIC COMMENTS ON REPORTS

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

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Second Reading of Ordinance No. 2886 Forming a Cultural Arts Commission. (069)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Commission Successor Agency for September 9, 16 and 23; and October 7, 14, 21 and 28, 2014. (073)
RECOMMENDATION: Approve.
Legislative Body: SA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

3. SUBJECT: Agreements for City Council Review. (083)
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

City Treasurer Department

4. SUBJECT: Quarterly Investment Report for the First Quarter F/Y 2014-2015. (087)
RECOMMENDATION: Accept the Quarterly Investment Report for the First Quarter F/Y 2014-2015.
Legislative Body: CC Contact: Danielle M. Navas Phone: 385-7810

Development Services Department

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute Contract for DS14-10 Traffic Signal Modifications at Rice Avenue and Latigo Avenue Intersection. (095)
RECOMMENDATION: Award contract to the lowest responsible and responsive bidder, Taft Electric Company (A-7726) in the amount of $200,607.83 for DS14-10 Traffic Signal Modifications at Rice Avenue and Latigo Avenue Intersection and authorize the purchasing agent to execute the contract upon receipt of final documents.
Legislative Body: CC Contact: Soher Abdelmalik Phone: 385-7873

6. SUBJECT: Request for Cooperative Work Agreement with the California Department of Finance (DOF) for Time Extension for Funding for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101. (139)
RECOMMENDATION: Approve and authorize the Mayor to execute the request for a time extension to June 30, 2017 as a cooperative work agreement (CWA) with the California Department of Finance (DOF) (A-7388) in the amount of $27,971 for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Fire Department

7. SUBJECT: Authorization to Submit Two Grant Applications to the Federal Emergency Management Agency for $535,000 in Assistance to Firefighters Grants (AFG) Program Funds. (145)
RECOMMENDATION: Adopt a resolution authorizing: 1) The City Manager to submit two grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of $535,000; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer to appropriate the grant funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.
Legislative Body: CC Contact: James Williams Phone: 385-7700

General Services Department

8. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for PW13-18-Nyeland Acres 12-inch Waterline Loop. (149)
RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, J & H Engineering General Contractors, Inc. (A-7725) in the amount of $241,780 for PW13-18 Nyeland Acres 12-inch Waterline Loop, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Approve a Budget Appropriation in the amount of $280,000 from Water Enterprise Fund.
Legislative Body: CC Contact: Patricia Friend/ Michael Henderson Phone: 385-7821

Housing Department

9. SUBJECT: Impact Fee Loan Agreement for the Courts Project. (169)
RECOMMENDATION: Approve and authorize the Mayor to execute a loan agreement with UHC 00558 Oxnard, L.P. (A-7732) for deferred impact fees related to the development of the Courts project subject to any modifications or changes as the Chief Financial Officer shall require or approve.
Legislative Body: CC Contact: Carrie Sabatini Phone: 385-8092

Utilities Department

10. SUBJECT: Second Amendment to Purchase Order No. 4203 with Kemira Water Solutions for Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant. (175)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from October 16, 2014 to October 16, 2015, and adding $440,000 to the amount, increasing the total from $914,790 to $1,354,790.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

11. SUBJECT: Labor Compliance Program for Ventura County Regional Urban Landscape Efficiency Program. (179)
RECOMMENDATION: Adopt a resolution to establish a Labor Compliance Program to comply with Proposition 84 Grant Funding for the Ventura County Regional Urban Landscape Efficiency Program.
Legislative Body: CC Contact: Jeanine Hutton Phone: 385-7779

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.

SA Instructions to negotiators, Greg Nyhoff, Executive Director, and Kymberly Horner, Interim Redevelopment Services Manager, concerning negotiations with The Nature Conservancy, regarding the price and terms of payment for the potential sale of APN No. 231-0-092-235, approximately 13.06 acres of land located south of Magellan Avenue and east of Perkins Road.

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

T. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

Meeting Date: 11 /18 / 14

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

Prepared By: Greg Nyhoff, City Manager Agenda Item No. K-1

Reviewed By: City Manager GNN City Attorney SMF Finance JC Other *(Specify)*

DATE: November 6, 2014

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: **Internal Control Over Financial Reporting Related to Employee Leave Balances**

RECOMMENDATION

That City Council receive a report and provide comments.

DISCUSSION

In December of 2013, the City's independent auditor, White Nelson Diehl Evans LLP, CPA, noted in its "Internal Control Over Financing Reporting" report to the City that while the City has established written policies concerning (i) the accrual of compensated leave, (ii) caps on these accruals and (iii) employees' ability to convert leave hours to cash, they discovered in their testing that several employees had been allowed to accrue compensated leave in excess of the maximum limits listed in the City's written policies. The City's Auditors recommended that the City review and update its formal written policies and procedures in these areas to ensure that actual control practices are consistent with the City's formalized written policies.

The City conducted its own audit of the City's policies and practices related to the accrual of and caps on paid leaves and the City's failure to enforce certain of these policies. The Audit Report (Attachment 1) sets forth the findings, which are summarized here:

1. Various types of employee leave, including vacation and annual leave are subject to maximum accrual levels pursuant to current MOUs and applicable administrative policies for unrepresented employees.
2. Some form of vacation and annual leave accrual maximums has been in place since at least 1953.
3. The vacation and annual leave accrual maximums are not currently being enforced and there is evidence that they have not been enforced since at least 2005.
4. There is no evidence that the City Council authorized non-enforcement of vacation and annual leave caps.

5. As of the payroll period ended on August 1, 2014, the City's unfunded liability associated with paid leave accruals in excess of the authorized maximums is approximately $2.6 million.[a] Of this amount, approximately $1.9 million is associated with excess vacation and annual leave.

The City has provided notice to all employees and representatives of employee groups that the City will be enforcing the accrual caps consistent with the MOU or applicable administrative polices and requested to meet with represented units to discuss the treatment of the excess hours. Additionally, all employees who are currently over the maximum cap shall have until March 14, 2015 to fall below the applicable cap. Employees who remain over the applicable cap as of March 15, 2015 will stop accruing vacation and/or annual leave until such time as the employee falls below the authorized cap.

FINANCIAL IMPACT

The unfunded liability related to vacation/annual leave accumulated in excess of the caps negotiated with employee units and provided for unrepresented employees through current administrative procedures as of August 1, 2014 is approximately $1.9 million dollars.

Attachment #1 - Audit Report

[a] We were provided these amounts by the City's Finance Department. These amounts will change from pay period to pay period as employees use and accrue leave.

Renne Sloan Holtzman Sakai
Public Law Group™
1220 Seventh Street, Suite 300
Berkeley, CA 94710
t: 510.995.5800
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Audit Report

To: Greg Nyhoff, City Manager

From: Dania Torres Wong, RSHS
Burke Dunphy, RSHS

Date: November 6, 2014

Re: Audit Report Concerning Non-Enforcement of Employee Leave Accrual Caps

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I. INTRODUCTION

In December of 2013, the City's independent auditor, White Nelson Diehl Evans LLP, CPA, noted in its "Internal Control Over Financing Reporting" report to the City that while the City has established written policies concerning (i) the accrual of compensated leave, (ii) caps on these accruals and (iii) employees' ability to convert leave hours to cash, they discovered in their testing that several employees had been allowed to accrue compensated leave in excess of the maximum limits listed in the City's written policies. The City's Auditors recommended that "the City review and update its formal written policies and procedures in these areas to ensure that actual control practices are consistent with the City's formalized written policies."

At the request of the City Manager, we conducted an audit of the City's policies and practices related to the accrual of and caps on paid leaves and the City's failure to enforce certain of these policies.

II. REVIEW PROCESS

As part of our review, we analyzed current and prior memoranda of understanding ("MOUs") between the City and its bargaining units, City Council resolutions dating back to the early 1950s, the City's personnel policies and procedures, the City's administrative manual and records of certain City Council meetings. We also conducted interviews with staff from the City Manager's office, Finance Department, and the Human Resources Department.

III. SUMMARY OF REVIEW

Following our review, we have determined as follows:

1. Various types of employee leave, including vacation and annual leave (collectively "Annual Leave"), are subject to maximum accrual levels pursuant to current MOUs and applicable administrative policies for unrepresented employees.

ATTACHMENT 1
PAGE 1 OF 6

2. Some form of Annual Leave accrual maximums has been in place since at least 1953.

3. The Annual Leave accrual maximums are not currently being enforced and there is evidence that they have not been enforced since at least 2005.

4. There is no evidence that the City Council authorized non-enforcement of Annual Leave caps.

5. As of the payroll period ended on August 1, 2014, the City's unfunded liability associated with leave accruals in excess of the authorized maximums is approximately $2.6 million.[1] Of this amount, approximately $1.9 million is associated with excess Annual Leave.

6. The City received a letter from its independent auditor dated December 30, 2013 and addressed to the "City Council and Management," which noted that the City's practice of not enforcing Annual Leave balances did not comply with the City's policies capping Annual Leave accruals.

IV. ANALYSIS

A. Leave Accrual Caps

A review of City Council resolutions dating back to 1953 shows that employees' Annual Leave accruals have been capped since at least that time. Resolution 188, dated January 20, 1953, provided that employees with annual leave in excess of thirty days could not carry this time forward from one calendar year to the next and any excess leave as of January 1 would be automatically reduced to the allowable maximum. Annual Leave accrual caps were later modified by the City Council through the following resolutions:

Resolution 5455 (October 12, 1971): Provided that any employee whose vacation accruals exceeded twice their annual accrual rate as of December 31, 1971 could carry over time in excess of the carry over limit into calendar year 1972 and could carry over ½ of accrued vacation in excess of maximum into calendar year 1973

Resolution 8198 (July 17, 1981): City Council approved MOUs for IAFF, OPOA and PEAVC[2], and terms and conditions of employment for unrepresented employees.

[1] We were provided these amounts by the City's Finance Department. These amounts will change from pay period to pay period as employees use and accrue leave.

[2] Employees previously represented by PEAVC appear to now be represented by SEIU and IUOE; PEAVC is no longer an exclusive representative for any of the City's bargaining units.

ATTACHMENT 1
PAGE 2 OF 6

OPOA:	Carry forward of vacation and/or annual leave as set forth in prior MOUs
IAFF:	Allows employees to carry forward vacation leave under then-current practices
PEAVC:	Allows employees to carry forward vacation leave up to two times their annual accrual rate
Unrepresented Employees:	Applied caps from PEAVC MOU

Resolution 9256 (July 28, 1987): Sets forth terms and conditions of employment for unrepresented employees for FY1987-88 and does not change the prior vacation accrual provisions.

Resolution 10, 238 (August 20, 1991): Sets forth terms and conditions of employment for unrepresented employees for FY1991-92 and does not change the prior vacation accrual provisions.

i. Represented Employees

We reviewed the current MOUs for the City's six bargaining units[3], along with prior MOUs dating back to the early to mid-2000s.

Bargaining Unit	MOU Term	Vacation/Annual Leave Accrual Caps
Service Employees International Union, Local 721	January 1, 2013 to June 30, 2018	Art. 22.3: Employees may carry forward up to 2x their annual vacation accrual amount; cap may be waived by the City Manager under extraordinary circumstances[4] We found no evidence that the City Manager waived these caps on an across-the-board basis
International Union of Operating	October 31, 2009 to November 23, 2014	Art. 24.3: Employees may carry forward up to 2x their annual vacation accrual amount; cap may be waived by the City Manager under extraordinary circumstances[5]

[3] We understand that the City's mid-managers have recently organized as the Oxnard Mid-Management Association ("OMMA") and are finalizing negotiations to develop an MOU. For purposes of this report only, we assume that the City's mid-managers are subject to the accrued leave caps set forth in Administrative Policy E-5, which applied to this group of employees prior to its organization.

[4] This provision mirrors language in SEIU MOUs covering the periods of FY2008-11, FY2007-08 and FY2005-06.

ATTACHMENT 1
PAGE 3 OF 6

Bargaining Unit	MOU Term	Vacation/Annual Leave Accrual Caps
Engineers, Local 501		We found no evidence that the City Manager waived these caps on an across-the-board basis
International Association of Fire Fighters (Non-Management Fire)	July 1, 2008 to June 30, 2014	Art. 17(a): Schedule of maximum annual leave accrual levels, escalating by seniority; employees exceeding cap are not permitted to accrue additional annual leave until leave falls below maximum,[6] subject to exception for employees on worker's compensation leave
Oxnard Police Officers Association (Non-Management Police)	September 6, 2008 to June 30, 2014	Art. III(C): Schedule of maximum annual leave accrual levels, escalating by seniority; employees exceeding cap are not permitted to accrue additional annual leave until leave falls below maximum,[7] subject to (i) procedure for carrying excess leave over for up to five (5) biweekly pay periods and (ii) exceptions for employees on worker's compensation leave
Oxnard Public Safety Management Association – Fire	July 1, 2008 to June 30, 2014	Art. 12: Schedule of maximum annual leave accrual levels, escalating by seniority; employees exceeding cap are not permitted to accrue additional annual leave until leave falls below maximum, subject to certain exceptions set forth in MOU
Oxnard Public Safety Management Association – Police	September 6, 2008 to September 5, 2014	Art. 12: Schedule of maximum annual leave accrual levels, escalating by seniority; employees exceeding cap are not permitted to accrue additional annual leave until leave falls below maximum, subject to certain exceptions set forth in MOU

ii. Unrepresented Employees

Until recently, the City's top and mid-management employees, along with confidential employees, were not represented by a union and were subject to the annual leave policy set forth in the City's

[5] This provision mirrors language in IUOE MOUs covering the periods of 11/24/07 through 11/23/08 and 11/24/05 through 11/23/07.

[6] This provision is consistent with annual leave provisions in IAFF MOUs covering the periods of FY2007-08 and FY2005/06 through FY2006/07.

[7] This provision is consistent with annual leave provisions in OPOA MOUs covering the periods of 9/8/07 through 9/5/08, 9/10/05 through 9/7/07 and 9/13/03 through 9/12/05.

ATTACHMENT 1
PAGE 4 OF 6

Administrative Policy E-5, dated March 20, 2008. Administrative Policy E-5 sets forth annual leave accrual caps, which increase by seniority. Our review uncovered no evidence that Administrative Policy E-5 has been modified or revoked since it became effective in March 2008.

The City's mid-managers recently organized as OMMA and are in the process of finalizing their first MOU. For the purposes of this report, the members of OMMA are subject to the caps set forth in Administrative Policy E-5.

iii. Accrual of Annual Leave in Excess of Caps

We found no documents executed by either the City Council or any City Manager that authorized the accrual of Annual Leave in excess of the caps provided for in the City Council-approved MOUs or Administrative Policy E-5.

B. Unfunded Liability Related to Excess Leave Accruals

Under the clear, unambiguous language of the MOUs and Administrative Policy E-5, Annual Leave accruals are supposed to be capped. However, it appears that the City has not enforced the caps at least since 2005. The City's total liability associated the Annual Leave overages are summarized by bargaining unit below:

Bargaining Unit	Value of Excess Hours
Mid Management	$ 793,448.18
Oxnard Peace Officers' Association	$ 472,337.07
International Union of Operating Engineers Local 501	$ 348,020.30
Service Employees International Union Local 721	$ 212,647.20
Executive Management	$ 50,741.56
Oxnard Public Safety Management Association – Fire	$ 24,966.96
International Association of Fire Fighters	$ 24,598.96
Confidential Employees	$ 8,945.28
Temporary Employees	$ 29.94
Oxnard Public Safety Management Association – Police	$ 0.00
TOTAL	$ 1,935,735.45

C. City on Notice of Excess Leave Accruals

ATTACHMENT 1
PAGE 5 OF 6

It appears that City management was aware that Annual Leave accrual caps were not being enforced at least since 2005 but no later than December 2013. It further appears that nothing was done to address the issue until this summer, when the City's Finance and Human Resources Departments began to develop a plan in response to the City's December 2013 report from its independent auditor.

In a letter addressed to "City Council and Management" dated December 30, 2013, the City's independent auditor stated that, as part of its audit, it "noted that the City has established compensated absences policies regarding the maximum amounts of hours that an employee can accrue and the annual maximum amount of hours than an employee can cash out; however, several employees noted in our testing had been allowed to exceed these maximum limits." City Management's response, which was developed by Finance Department staff and included in the auditor's letter, stated that "[a]ccrual of compensated absence benefits has been a long standing practice of the City. Finance will work with Human Resources and City Management to resolve this discrepancy." The Finance Department began work in late spring/early summer of this year, when it, along with the Human Resources Department, to develop a plan to address the excess accruals.

V. CONCLUSIONS

Based on our review of the relevant documents and interviews with City staff, we conclude as follows:

1. Annual Leave accruals are subject to City Council-approved caps as set forth in the current MOUs and Administrative Policy E-5.
2. Some form of cap on Annual Leave accruals has been in place since at least 1953.
3. These Annual Leave accrual maximums are not currently being enforced with respect to most, if not all, employees. Further, the Annual Leave caps have not been enforced since at least 2005.
4. There is no evidence that the City Council authorized the accruals in excess of these caps.
5. As of the payroll period ended on August 1, 2014, the City's unfunded liability associated with leave accruals in excess of the authorized maximums is approximately $2.6 million, of which $1.9 million is associated with excess Annual Leave.[8]
6. City Management was placed on notice of the non-enforcement of accrued Annual Leave caps when it received a letter from its independent auditor dated December 30, 2013 and addressed to the "City Council and Management," which noted that the City's practice of not enforcing Annual Leave balances did not comply with the City's policies capping Annual Leave accruals.

[8] These amounts will change from pay period to pay period as employees use and accrue leave.

ATTACHMENT 1
PAGE 6 OF 6

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/18/14

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

Prepared By: Matthew Winegar MW Agenda Item No. K-2

Reviewed By: City Manager GM City Attorney JBR Finance AL Other *(Specify)*

DATE: November 3, 2014

TO: City Council

FROM: Greg Nyhoff, City Manager
City Manager's Office

SUBJECT: **Extension of the Channel Islands Harbor Annexation Agreement**

RECOMMENDATION

That City Council approve the Seventh Amendment, consisting of a four-month extension to the City of Oxnard Annexation Agreement between the County of Ventura as it relates to Channel Islands Harbor and the City of Oxnard, to allow for negotiation of a replacement agreement.

DISCUSSION

On November 19, 1963, the County of Ventura (County) and the City of Oxnard (City) entered into an agreement (Agreement) related to the development of a Channel Islands Harbor. The Agreement rose out of the County's need for infrastructure to facilitate the development of the Harbor, including improvements such as sewer services, streets, and park areas. In exchange for certain of these improvements, the County agreed to annex the land portion of the Harbor into the City. By virtue of this Agreement, the City receives the local share of sales, property or possessory interest, and transient occupancy taxes, along with business license and other fees. The City has received this income since November of 1963.

Examples of improvements constructed and costs borne by the City include:

- A sewer interceptor and lift station on the new Harbor peninsula with City funds, with half of this cost later reimbursed on a pro rata basis by Lessees in the Harbor.
- Additional sewer facilities were built, as and when needed, with ongoing maintenance funded through fees charged to customers.
- A water main on the peninsula to the parcel at the location of the Casa Sirena Hotel and Lobster Trap Restaurant.

- Trash containers at all public parking areas, parks, and other publicly owned facilities supplied and maintained by the City at no cost to the County, with trash pickup for the County's Harbor lessees provided on a normal fee basis.
- Maintenance and operation of public parks and related parking lots, after fifty percent (50%) cost sharing on initial development.
- Police and fire services within the City's incorporated area.

The County retained the right to plan development within the Harbor under the Agreement.

There have been seven amendments to the Agreement over the years (two separate amendments were each identified as the second amendment), as well as a separate lease agreement in 1976 for the City Fire Station 6 located on Peninsula Road. Most of these amendments focus on clarifying details, such as locations of parks and parking lots subject to the Agreement. One amendment, the fourth, outlines an agreement to share costs for an engineering study to determine the impacts of the development of the Mandalay Bay area on the Harbor channels. None of the terms of these amendments are currently at issue.

There has been some discussion over the last several years regarding renewal or further amendment of this Agreement. In 2013 both parties mutually agreed to extend the Agreement for one year to November 2014 to reach terms of a new Agreement. During the past year the City created the Channel Islands Harbor Task Force (CIHTF) where Mayor Flynn, Councilmember Perello, city staff, and the community discussed the terms of the original agreement and the residents group of the CIHTF made recommendations on the terms of a new agreement. In addition to the formation of the CIHTF, the City Manager, who came to the city in June 2014, is requesting an additional four months to research and evaluate the terms of the Agreement and to allow time to reach an agreement that is mutually beneficial to all parties. During the four month extension staff will meet monthly with County Harbor Staff to finalize the terms and conditions of a new agreement acceptable to both parties. This extension would permit the current operating arrangements between the parties to remain in place until a new agreement is approved by the Board of Supervisors and the City Council.

The Board of Supervisors is scheduled to consider this time extension on December 2, 2014.

FINANCIAL IMPACT

The time extension will enable the continued provision of public services in the Channel Islands Harbor on the existing terms and conditions relating to fiscal responsibilities of the County and City.

Mgw/djo

Attachment #1 - Seventh Amendment to Agreement Dated November 19, 1963 Between County of Ventura and City of Oxnard

SEVENTH AMENDMENT TO AGREEMENT DATED NOVEMBER 19, 1963 BETWEEN COUNTY OF VENTURA AND CITY OF OXNARD

THIS SEVENTH AMENDMENT TO AGREEMENT is made and entered into by and between the City of Oxnard, a municipal corporation (City), and the County of Ventura, a political subdivision of the State of California (County) (collectively referenced as the "Parties").

WHEREAS, City and County entered that certain agreement (the "Agreement") dated November 19, 1963, providing for the annexation of the landside portions of the County's Channel Islands Harbor ("Harbor") into the territorial jurisdiction of City; and

WHEREAS, said Agreement was last amended by what the Parties deemed the Sixth Amendment to Agreement, on December 17, 2013; and

WHEREAS, the Parties now have mutually agreed to extend the term of the Agreement for purposes of negotiating a long-term and complimentary agreement for the future benefit of the Parties;

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

Paragraph 19 of the original Agreement is hereby deleted in its entirety and replaced by:

"19. The term of this Agreement shall be from November 19, 1963, through March 18, 2015."

Except as modified herein, all other terms and conditions of said Agreement, as previously amended, shall remain in full force and effect.

Dated: _____ __, 201__

CITY OF OXNARD

By: _____

Mayor

ATTEST:

By: _____
City Clerk

COUNTY OF VENTURA

By: _____

Chair, Board of Supervisors

ATTEST: Michael Powers
Clerk of the Board of Supervisors
County of Ventura, State of California

By: _____
Deputy Clerk of the Board

ATTACHMENT # 1
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/14

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

Prepared By: Kymberly Horner Agenda Item No. K-3

Reviewed By: City Manager JM City Attorney SMF Finance JC Other *(Specify)*

DATE: October 17, 2014

TO: City Council, City of Oxnard
Governing Board, Successor Agency

FROM: Kymberly R. Horner, Interim Redevelopment Services Manager K.H.
Community Development Department

SUBJECT: **Master Agreement Regarding Expenditure of Bond Proceeds**

RECOMMENDATION

That the City Council adopt a resolution approving a Master Agreement Regarding Expenditure of Bond Proceeds Between the City and the Oxnard Community Development Commission Successor Agency (Agreement No. 6954-14-CD).

That the Board of Directors of the Oxnard Community Development Commission Successor Agency adopt a resolution approving, and recommending to its Oversight Board approval of, a Master Agreement Regarding Expenditure of Bond Proceeds between the Successor Agency and the City of Oxnard.

DISCUSSION

Background

In a series of actions taken by the former Oxnard Community Development Commission ("CDC") in November 2006, separate tax allocation bond measures totaling $20.53 million were approved for the Ormond Beach, Southwinds and HERO Project areas. With the dissolution of redevelopment agencies throughout California by operation of AB 1x26, bond authority has since been transferred to the Oxnard Community Development Commission Successor Agency ("Successor Agency"). As of March 3, 2014, the Successor Agency had the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective Redevelopment Funds created under the Bond Documents:

Ormond Beach Bonds:	$3,569,885
Southwinds Bonds:	$97,942 and
HERO Bonds:	$6,197,688

Administration of Successor Agency responsibilities is vested with the City's Community Development Department ("Department"). This is also true with regard to the Oversight Board that oversees the disposition of debt, income and assets previously held by the former CDC ("Oversight Board"). Department staff recommends the City Council and (subject to approval of the Oversight Board) the Successor Agency authorize and enter into a Master Agreement Regarding Expenditure of Bond Proceeds ("Master Agreement") accompanying this staff report as Attachment #1. In so doing, and subject to final approval by the California Department of Finance ("DOF"), the Bond Proceeds presently on deposit in the applicable Redevelopment Fund may be transferred from the Successor Agency to the City for future expenditure by the City in accordance with the Master Agreement. The Bond Documents approved at the time of issuance of the bonds allow for the Bond Proceeds to be used for the broad purpose of aiding in the financing of the costs of the redevelopment of the respective redevelopment project areas in addition to funding specific roadway improvements.

While the Oversight Board and the DOF would have final approval over whether the Successor Agency may enter into the Master Agreement in order to transfer the Bond Proceeds to the City, neither the Oversight Board nor the DOF would have any approval (or disapproval) rights over the City's expenditure of the Bond Proceeds once such funds have been transferred to the City. So long as the Bond Proceeds remain with the Successor Agency, the Oversight Board and the DOF are required to consider and approve each expenditure thereof by the Successor Agency; in order to eliminate this inefficiency and to reduce the administrative burden on successor agencies, oversight boards and the DOF, on February 25, 2014, Justyn Howard, Assistant Program Manager of the DOF, recommended in front of the State Assembly Budget Subcommittee No. 6 on Budget Process, Oversight and Program Evaluation that such master agreements be entered into.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The requested actions of the City Council and Successor Agency have been reviewed with respect to applicability of CEQA, the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq., hereafter the "Guidelines"), and the City's environmental evaluation procedures. Neither these actions, or subsequent approvals by the Oversight Board and DOF, constitute a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

The Master Agreement would not limit in any manner the discretion of the City in connection with the issuance of approvals and entitlements for specific projects approved and funded in connection with the Master Agreement, nor would it eliminate the requirement for the City to engage in legally required processes attendant to project approval including, without limitation, undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act ("CEQA") and/or the National Environmental Policy Act ("NEPA"), the awarding of contracts, and the review and approval of plans and specifications.

FINANCIAL IMPACT

Upon approval by the various governmental entities discussed under "Background" above, and following adoption of a new or modified Recognized Obligations Payment Schedule ("ROPS") to reflect these actions, Bond Proceeds (in the approximate amount of $9,865,515) will be available for appropriation to eligible projects. Staff will return to Council with recommendations regarding such appropriations in accordance with the terms, conditions and purposes set forth in the Master Agreement.

KRH/el

Attachment #1 - Proposed Master Agreement Regarding Expenditure of Bond Proceeds
#2 - Resolution of the City Council of the City of Oxnard approving a Master Agreement Regarding Expenditure of Bond Proceeds Between the City and the Oxnard Community Development Commission Successor Agency
#3 - Resolution of the Board of Directors of the Oxnard Community Development Commission Successor Agency approving, and recommending to its Oversight Board approval of, a Master Agreement Regarding Expenditure of Bond Proceeds Between the Successor Agency and the City of Oxnard.

MASTER AGREEMENT
REGARDING EXPENDITURE OF BOND PROCEEDS

This Master Agreement Regarding Expenditure Of Bond Proceeds (this "**Agreement**") is dated as of _____, 2014 and is entered into by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the "**Successor Agency**"), and the CITY OF OXNARD, a municipal corporation (the "**City**"). The Successor Agency and the City are hereinafter collectively referred to as the "**Parties**".

RECITALS

A. Pursuant to authority granted under the California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (the "**CRL**"), the former Oxnard Community Development Commission, a public body, corporate and politic (the "**Community Development Commission**") had responsibility to implement (i) the Redevelopment Plan for the Ormond Beach Project Area, duly adopted by the City Council of the City (the "**City Council**") on November 22, 1983 by Ordinance No. 1990, (ii) the Redevelopment Plan for the Southwinds Project Area, duly adopted by the City Council on June 18, 1985 by Ordinance No. 2040 and (iii) the Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, duly adopted by the City Council on April 7, 1998 by Ordinance No. 2462.

B. Pursuant to an Indenture of Trust dated as of December 1, 2006(the "**Ormond Beach Indenture**"), executed by and between the Community Development Commission and Wells Fargo Bank, National Association (the "**Trustee**"), the Community Development Commission issued Oxnard Community Development Commission Ormond Beach Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $5,750,000 (the "**Ormond Beach Bonds**"). Pursuant to Section 4.04 of the Ormond Beach Indenture, the proceeds of the Ormond Beach Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the Ormond Beach Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Ormond Beach Redevelopment Project Area.

C. Pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**Southwinds Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Southwinds Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $3,290,0000 (the "**Southwinds Bonds**"). Pursuant to Section 4.04 of the Southwinds Indenture, the proceeds of the Southwinds Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the

Southwinds Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Southwinds Redevelopment Project Area.

D. Pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**HERO Indenture**" and, collectively with the Ormond Beach Indenture and the Southwinds Indenture, the "**Indentures**" and, each individually, an "**Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Tax Allocation Bonds, Series 2006, in the principal amount of $11,490,000 (the "**HERO Bonds**"). Pursuant to Section 4.04 of the HERO Indenture, the proceeds of the HERO Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the HERO Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area.

E. Pursuant to Resolution No. 14,136, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency commencing upon dissolution of the Community Development Commission on February 1, 2012, pursuant to Assembly Bill No. 26 (2011-2012 1st Ex. Sess.).

F. California Health and Safety Code Section 34191.4(c) provides that once a finding of completion (a "**FOC**") has been issued by the California Department of Finance (the "**DOF**"), a successor agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Such successor agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010 that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule ("**ROPS**") and that are consistent with the indebtedness obligation covenants (collectively, the "**Bond Proceeds**").

G. California Health and Safety Code Section 34191.4(c) further provides that the expenditure of Bond Proceeds must be listed separately on a ROPS.

H. The Parties desire to enter into this Agreement in order to use the Bond Proceeds presently on deposit in the applicable Redevelopment Fund of the respective Indentures for the purposes identified in and consistent with the applicable indebtedness obligation covenants and the requirements of the CRL by providing for the Successor Agency to transfer the Bond Proceeds to the City to be used for such purposes.

I. As of March 3, 2014, the Successor Agency had the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective Redevelopment Funds created under the Indentures:

- Ormond Beach Bonds:	$3,569,885
- Southwinds Bonds:	$97,942
- HERO Bonds:	$6,197,688

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Effective Date. This Agreement shall become effective when it is deemed effective in accordance with California Health and Safety Code Section 34179(h) (the "**Effective Date**").

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the date that all Bond Proceeds are expended in accordance with the requirements of this Agreement.

3. Transfer of Bond Proceeds. Upon the Effective Date, the Successor Agency shall transfer the Bond Proceeds to the City, and the City shall deposit such funds into three separate Bond Proceeds accounts, with each account pertaining to the Ormond Beach Bonds, the Southwinds Bonds, or the HERO Bonds, respectively, for the City's use in accordance with the terms, conditions and purposes set forth in this Agreement.

4. Use of Bond Proceeds. The City agrees that it shall use the Bond Proceeds solely for the purposes identified in Recital B, C, or D above, as applicable, or for other projects consistent with the indebtedness obligation covenants set forth in the applicable Indenture, the applicable Tax Certificate (as defined in each respective Indenture), and the provisions of the CRL that apply to the expenditure of redevelopment funds.

5. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, nor to avoid legally required processes attendant to project approval including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act and/or the National Environmental Policy Act, as applicable, and the review and approval of plans and specifications.

6. Severability. If any term, provision, covenant or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void or unenforceable, then the remaining provisions, covenants and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant or condition can be accomplished to the maximum extent legally permissible.

7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the City, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

8. Further Assurances. Each of the Parties agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

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

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing executed by the Parties.

[signatures on following page]

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

"**SUCCESSOR AGENCY**"

OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY,
a public body, corporate and politic

Dated: _____ By: _____
Greg Nyhoff
Executive Director

APPROVED AS TO CONTENT:

By: _____
Kymberly Horner
Interim Redevelopment Services Manager

ATTEST:

By: _____
Daniel Martinez
Secretary

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Interim General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

[signatures continue on following page]

"CITY"

CITY OF OXNARD,
a municipal corporation

Dated: _____ By: _____
Greg Nyhoff
City Manager

APPROVED AS TO CONTENT:

By: _____
Kymberly Horner
Interim Redevelopment Services Manager

ATTEST:

By: _____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Interim City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING A MASTER AGREEMENT REGARDING EXPENDITURE OF BOND PROCEEDS BETWEEN THE CITY AND THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

WHEREAS, pursuant to authority granted under the California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (the "**CRL**"), the former Oxnard Community Development Commission, a public body, corporate and politic (the "**Community Development Commission**") had responsibility to implement (i) the Redevelopment Plan for the Ormond Beach Project Area, duly adopted by the City Council of the City (the "**City Council**") on November 22, 1983 by Ordinance No. 1990, (ii) the Redevelopment Plan for the Southwinds Project Area, duly adopted by the City Council on June 18, 1985 by Ordinance No. 2040 and (iii) the Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, duly adopted by the City Council on April 7, 1998 by Ordinance No. 2462; and

WHEREAS, pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**Ormond Beach Indenture**"), executed by and between the Community Development Commission and Wells Fargo Bank, National Association (the "**Trustee**"), the Community Development Commission issued Oxnard Community Development Commission Ormond Beach Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $5,750,000 (the "**Ormond Beach Bonds**"). Pursuant to Section 4.04 of the Ormond Beach Indenture, the proceeds of the Ormond Beach Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the Ormond Beach Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Ormond Beach Redevelopment Project Area; and

WHEREAS, pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**Southwinds Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Southwinds Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $3,290,0000 (the "**Southwinds Bonds**"). Pursuant to Section 4.04 of the Southwinds Indenture, the proceeds of the Southwinds Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the Southwinds Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Southwinds Redevelopment Project Area; and

WHEREAS, pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**HERO Indenture**" and, collectively with the Ormond Beach Indenture and the Southwinds Indenture, the "**Indentures**" and, each individually, an "**Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Historic Enhancement and

Revitalization of Oxnard (HERO) Project Tax Allocation Bonds, Series 2006, in the principal amount of $11,490,000 (the "**HERO Bonds**"). Pursuant to Section 4.04 of the HERO Indenture, the proceeds of the HERO Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the HERO Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area; and

WHEREAS, pursuant to Resolution No. 14,136, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency commencing upon dissolution of the Community Development Commission on February 1, 2012, pursuant to Assembly Bill No. 26 (2011-2012 1st Ex. Sess.) ("**AB 26**"and, as amended from time to time, the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34191.4(c) provides that once a finding of completion (a "**FOC**") has been issued by the California Department of Finance (the "**DOF**"), a successor agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Such successor agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010 that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule ("**ROPS**") and that are consistent with the indebtedness obligation covenants (collectively, the "**Bond Proceeds**"); and

WHEREAS, California Health and Safety Code Section 34191.4(c) further provides that the expenditure of Bond Proceeds must be listed separately on a ROPS; and

WHEREAS, the DOF issued an FOC to the Successor Agency on June 4, 2014; and

WHEREAS, As of March 3, 2014, the Successor Agency had the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective Redevelopment Funds created under the Indentures: (i) Ormond Beach Bonds: $3,569,885, (ii) Southwinds Bonds: $97,942 and (iii) HERO Bonds: $6,197,688; and

WHEREAS, the City desires to enter into with the Successor Agency a Master Agreement Regarding Expenditure Of Bond Proceeds ("**Master Agreement**"), the text of which is attached hereto as Exhibit "A", in order to use the Bond Proceeds presently on deposit in the applicable Redevelopment Fund of the respective Indentures for the purposes identified in and consistent with the applicable indebtedness obligation covenants and the requirements of the CRL by providing for the Successor Agency to transfer the Bond Proceeds to the City to be used for such purposes; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("**CEQA**"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "**Guidelines**"), and the City's environmental evaluation procedures. The activity proposed for

approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Oxnard hereby finds and resolves as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. All legal prerequisites to the adoption of this Resolution have occurred.

SECTION 3. The City Council hereby approves the City's entry into the Master Agreement.

SECTION 4. The City Council hereby authorizes and directs the City Manager of the City or designee (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the City, as approved by the City Manager and City Attorney, including, without limitation, the Master Agreement, in order to implement and effectuate the Master Agreement and all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the City Manager, or designee and (ii) to administer the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by the Master Agreement.

SECTION 5. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any constitutional, legal or equitable rights that the City may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the City expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 7. The City hereby determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

SECTION 8. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Oxnard at its meeting held on the _____ day of _____, 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

Exhibit "A"

Master Agreement

[behind this page]

MASTER AGREEMENT
REGARDING EXPENDITURE OF BOND PROCEEDS

This Master Agreement Regarding Expenditure Of Bond Proceeds (this "**Agreement**") is dated as of _____, 2014 and is entered into by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the "**Successor Agency**"), and the CITY OF OXNARD, a municipal corporation (the "**City**"). The Successor Agency and the City are hereinafter collectively referred to as the "**Parties**".

RECITALS

A. Pursuant to authority granted under the California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (the "**CRL**"), the former Oxnard Community Development Commission, a public body, corporate and politic (the "**Community Development Commission**") had responsibility to implement (i) the Redevelopment Plan for the Ormond Beach Project Area, duly adopted by the City Council of the City (the "**City Council**") on November 22, 1983 by Ordinance No. 1990, (ii) the Redevelopment Plan for the Southwinds Project Area, duly adopted by the City Council on June 18, 1985 by Ordinance No. 2040 and (iii) the Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, duly adopted by the City Council on April 7, 1998 by Ordinance No. 2462.

B. Pursuant to an Indenture of Trust dated as of December 1, 2006(the "**Ormond Beach Indenture**"), executed by and between the Community Development Commission and Wells Fargo Bank, National Association (the "**Trustee**"), the Community Development Commission issued Oxnard Community Development Commission Ormond Beach Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $5,750,000 (the "**Ormond Beach Bonds**"). Pursuant to Section 4.04 of the Ormond Beach Indenture, the proceeds of the Ormond Beach Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the Ormond Beach Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Ormond Beach Redevelopment Project Area.

C. Pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**Southwinds Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Southwinds Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $3,290,0000 (the "**Southwinds Bonds**"). Pursuant to Section 4.04 of the Southwinds Indenture, the proceeds of the Southwinds Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the

Southwinds Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Southwinds Redevelopment Project Area.

D. Pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**HERO Indenture**" and, collectively with the Ormond Beach Indenture and the Southwinds Indenture, the "**Indentures**" and, each individually, an "**Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Tax Allocation Bonds, Series 2006, in the principal amount of $11,490,000 (the "**HERO Bonds**"). Pursuant to Section 4.04 of the HERO Indenture, the proceeds of the HERO Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the HERO Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area.

E. Pursuant to Resolution No. 14,136, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency commencing upon dissolution of the Community Development Commission on February 1, 2012, pursuant to Assembly Bill No. 26 (2011-2012 1st Ex. Sess.).

F. California Health and Safety Code Section 34191.4(c) provides that once a finding of completion (a "**FOC**") has been issued by the California Department of Finance (the "**DOF**"), a successor agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Such successor agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010 that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule ("**ROPS**") and that are consistent with the indebtedness obligation covenants (collectively, the "**Bond Proceeds**").

G. California Health and Safety Code Section 34191.4(c) further provides that the expenditure of Bond Proceeds must be listed separately on a ROPS.

H. The Parties desire to enter into this Agreement in order to use the Bond Proceeds presently on deposit in the applicable Redevelopment Fund of the respective Indentures for the purposes identified in and consistent with the applicable indebtedness obligation covenants and the requirements of the CRL by providing for the Successor Agency to transfer the Bond Proceeds to the City to be used for such purposes.

I. As of March 3, 2014, the Successor Agency had the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective Redevelopment Funds created under the Indentures:

- Ormond Beach Bonds: $3,569,885
- Southwinds Bonds: $97,942
- HERO Bonds: $6,197,688

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Effective Date. This Agreement shall become effective when it is deemed effective in accordance with California Health and Safety Code Section 34179(h) (the "**Effective Date**").

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the date that all Bond Proceeds are expended in accordance with the requirements of this Agreement.

3. Transfer of Bond Proceeds. Upon the Effective Date, the Successor Agency shall transfer the Bond Proceeds to the City, and the City shall deposit such funds into three separate Bond Proceeds accounts, with each account pertaining to the Ormond Beach Bonds, the Southwinds Bonds, or the HERO Bonds, respectively, for the City's use in accordance with the terms, conditions and purposes set forth in this Agreement.

4. Use of Bond Proceeds. The City agrees that it shall use the Bond Proceeds solely for the purposes identified in Recital B, C, or D above, as applicable, or for other projects consistent with the indebtedness obligation covenants set forth in the applicable Indenture, the applicable Tax Certificate (as defined in each respective Indenture), and the provisions of the CRL that apply to the expenditure of redevelopment funds.

5. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, nor to avoid legally required processes attendant to project approval including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act and/or the National Environmental Policy Act, as applicable, and the review and approval of plans and specifications.

6. Severability. If any term, provision, covenant or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void or unenforceable, then the remaining provisions, covenants and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant or condition can be accomplished to the maximum extent legally permissible.

7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the City, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

8. Further Assurances. Each of the Parties agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

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

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing executed by the Parties.

[signatures on following page]

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

"SUCCESSOR AGENCY"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic

Dated: _____ By: _____
Greg Nyhoff
Executive Director

APPROVED AS TO CONTENT:

By: _____
Kymberly Horner
Interim Redevelopment Services Manager

ATTEST:

By: _____
Daniel Martinez
Secretary

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Interim General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

[signatures continue on following page]

"CITY"

CITY OF OXNARD,
a municipal corporation

Dated: _____ By: _____
Greg Nyhoff
City Manager

APPROVED AS TO CONTENT:

By: _____
Kymberly Horner
Interim Redevelopment Services Manager

ATTEST:

By: _____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Interim City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

RESOLUTION NO. SA-____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, A MASTER AGREEMENT REGARDING EXPENDITURE OF BOND PROCEEDS BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF OXNARD

WHEREAS, pursuant to authority granted under the California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (the "**CRL**"), the former Oxnard Community Development Commission, a public body, corporate and politic (the "**Community Development Commission**") had responsibility to implement (i) the Redevelopment Plan for the Ormond Beach Project Area, duly adopted by the City Council of the City (the "**City Council**") on November 22, 1983 by Ordinance No. 1990, (ii) the Redevelopment Plan for the Southwinds Project Area, duly adopted by the City Council on June 18, 1985 by Ordinance No. 2040 and (iii) the Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, duly adopted by the City Council on April 7, 1998 by Ordinance No. 2462; and

WHEREAS, pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**Ormond Beach Indenture**"), executed by and between the Community Development Commission and Wells Fargo Bank, National Association (the "**Trustee**"), the Community Development Commission issued Oxnard Community Development Commission Ormond Beach Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $5,750,000 (the "**Ormond Beach Bonds**"). Pursuant to Section 4.04 of the Ormond Beach Indenture, the proceeds of the Ormond Beach Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the Ormond Beach Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Ormond Beach Redevelopment Project Area; and

WHEREAS, pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**Southwinds Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Southwinds Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $3,290,0000 (the "**Southwinds Bonds**"). Pursuant to Section 4.04 of the Southwinds Indenture, the proceeds of the Southwinds Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the Southwinds Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Southwinds Redevelopment Project Area; and

WHEREAS, pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**HERO Indenture**" and, collectively with the Ormond Beach Indenture and the Southwinds Indenture, the "**Indentures**" and, each individually, an "**Indenture**"), executed by and between

the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Tax Allocation Bonds, Series 2006, in the principal amount of $11,490,000 (the "**HERO Bonds**"). Pursuant to Section 4.04 of the HERO Indenture, the proceeds of the HERO Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the HERO Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area; and

WHEREAS, pursuant to Resolution No. 14,136, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency commencing upon dissolution of the Community Development Commission on February 1, 2012, pursuant to Assembly Bill No. 26 (2011-2012 1st Ex. Sess.) ("**AB 26**"and, as amended from time to time, the "**Dissolution Act**"); and

WHEREAS, California Health and Safety Code Section 34191.4(c) provides that once a finding of completion (a "**FOC**") has been issued by the California Department of Finance (the "**DOF**"), a successor agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Such successor agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010 that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule ("**ROPS**") and that are consistent with the indebtedness obligation covenants (collectively, the "**Bond Proceeds**"); and

WHEREAS, California Health and Safety Code Section 34191.4(c) further provides that the expenditure of Bond Proceeds must be listed separately on a ROPS; and

WHEREAS, the DOF issued an FOC to the Successor Agency on June 4, 2014; and

WHEREAS, As of March 3, 2014, the Successor Agency had the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective Redevelopment Funds created under the Indentures: (i) Ormond Beach Bonds: $3,569,885, (ii) Southwinds Bonds: $97,942 and (iii) HERO Bonds: $6,197,688; and

WHEREAS, the Oversight Board of the Oxnard Community Development Commission Successor Agency ("**Oversight Board**") has been established under AB 26 to direct the Successor Agency to take certain actions to wind down the affairs of the Community Development Commission and perform other related functions; and

WHEREAS, subject to approval of the Oversight Board, the Successor Agency desires to enter into with the City a Master Agreement Regarding Expenditure Of Bond Proceeds ("**Master Agreement**"), the text of which is attached hereto as Exhibit "A", in order to use the Bond Proceeds presently on deposit in the applicable Redevelopment Fund of the respective Indentures for the purposes identified in and consistent with the applicable indebtedness obligation

covenants and the requirements of the CRL by providing for the Successor Agency to transfer the Bond Proceeds to the City to be used for such purposes; and

WHEREAS, pursuant to California Health and Safety Code Section 34180(h), upon approval of this Resolution by the Board of Directors, the Successor Agency would submit the Master Agreement to the Oversight Board and request its approval to enter into the Master Agreement prior to executing it; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("**CEQA**"), the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 *et seq.*, hereafter the "**Guidelines**"), and the City's environmental evaluation procedures. The activity proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Board of Directors of the Successor Agency hereby finds and resolves as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. All legal prerequisites to the adoption of this Resolution have occurred.

SECTION 3. The Successor Agency Board hereby approves, and recommends to its Oversight Board the approval of, the Successor Agency's entry into the Master Agreement.

SECTION 4. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency or designee (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Successor Agency, as approved by the Executive Director and Successor Agency General Counsel, including, without limitation, the Master Agreement, in order to implement and effectuate the Master Agreement and all other actions approved by this Resolution, including, without limitation, approving changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee and (ii) to administer the Successor Agency's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by the Master Agreement.

SECTION 5. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board of Directors would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 7. The Successor Agency hereby determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

SECTION 8. This Resolution shall take effect upon the date of its adoption.

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Chairperson

ATTEST:

_____
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

_____
Stephen M. Fischer, Successor Agency Counsel

Exhibit "A"

Master Agreement

[behind this page]

MASTER AGREEMENT
REGARDING EXPENDITURE OF BOND PROCEEDS

This Master Agreement Regarding Expenditure Of Bond Proceeds (this "**Agreement**") is dated as of _____, 2014 and is entered into by and between the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the "**Successor Agency**"), and the CITY OF OXNARD, a municipal corporation (the "**City**"). The Successor Agency and the City are hereinafter collectively referred to as the "**Parties**".

RECITALS

A. Pursuant to authority granted under the California Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*) (the "**CRL**"), the former Oxnard Community Development Commission, a public body, corporate and politic (the "**Community Development Commission**") had responsibility to implement (i) the Redevelopment Plan for the Ormond Beach Project Area, duly adopted by the City Council of the City (the "**City Council**") on November 22, 1983 by Ordinance No. 1990, (ii) the Redevelopment Plan for the Southwinds Project Area, duly adopted by the City Council on June 18, 1985 by Ordinance No. 2040 and (iii) the Redevelopment Plan for the Historic Enhancement and Revitalization of Oxnard (HERO) Project Area, duly adopted by the City Council on April 7, 1998 by Ordinance No. 2462.

B. Pursuant to an Indenture of Trust dated as of December 1, 2006(the "**Ormond Beach Indenture**"), executed by and between the Community Development Commission and Wells Fargo Bank, National Association (the "**Trustee**"), the Community Development Commission issued Oxnard Community Development Commission Ormond Beach Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $5,750,000 (the "**Ormond Beach Bonds**"). Pursuant to Section 4.04 of the Ormond Beach Indenture, the proceeds of the Ormond Beach Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the Ormond Beach Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Ormond Beach Redevelopment Project Area.

C. Pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**Southwinds Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Southwinds Project Area Tax Allocation Bonds, Series 2006, in the principal amount of $3,290,0000 (the "**Southwinds Bonds**"). Pursuant to Section 4.04 of the Southwinds Indenture, the proceeds of the Southwinds Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the

Southwinds Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Southwinds Redevelopment Project Area.

D. Pursuant to an Indenture of Trust dated as of December 1, 2006 (the "**HERO Indenture**" and, collectively with the Ormond Beach Indenture and the Southwinds Indenture, the "**Indentures**" and, each individually, an "**Indenture**"), executed by and between the Community Development Commission and the Trustee, the Community Development Commission issued Oxnard Community Development Commission Historic Enhancement and Revitalization of Oxnard (HERO) Project Tax Allocation Bonds, Series 2006, in the principal amount of $11,490,000 (the "**HERO Bonds**"). Pursuant to Section 4.04 of the HERO Indenture, the proceeds of the HERO Bonds deposited into the Redevelopment Fund established and maintained pursuant to Section 4.01 of the HERO Indenture, and the investment earnings thereon, are required to be disbursed from time to time to be used in the manner provided by the CRL solely for the purpose of aiding in the financing of the costs of the redevelopment of the Historic Enhancement and Revitalization of Oxnard (HERO) Redevelopment Project Area.

E. Pursuant to Resolution No. 14,136, adopted by the City Council on January 10, 2012, the City agreed to serve as the Successor Agency commencing upon dissolution of the Community Development Commission on February 1, 2012, pursuant to Assembly Bill No. 26 (2011-2012 1st Ex. Sess.).

F. California Health and Safety Code Section 34191.4(c) provides that once a finding of completion (a "**FOC**") has been issued by the California Department of Finance (the "**DOF**"), a successor agency is authorized to use bond proceeds for the purposes for which the bonds were sold. Such successor agency may designate the use of and commit indebtedness obligation proceeds that were derived from indebtedness issued for redevelopment purposes on or before December 31, 2010 that remain available after the satisfaction of enforceable obligations that have been approved on a Recognized Obligation Payment Schedule ("**ROPS**") and that are consistent with the indebtedness obligation covenants (collectively, the "**Bond Proceeds**").

G. California Health and Safety Code Section 34191.4(c) further provides that the expenditure of Bond Proceeds must be listed separately on a ROPS.

H. The Parties desire to enter into this Agreement in order to use the Bond Proceeds presently on deposit in the applicable Redevelopment Fund of the respective Indentures for the purposes identified in and consistent with the applicable indebtedness obligation covenants and the requirements of the CRL by providing for the Successor Agency to transfer the Bond Proceeds to the City to be used for such purposes.

I. As of March 3, 2014, the Successor Agency had the following amounts of Bond Proceeds, including investment earnings thereon, on deposit in the respective Redevelopment Funds created under the Indentures:

- Ormond Beach Bonds: $3,569,885
- Southwinds Bonds: $97,942
- HERO Bonds: $6,197,688

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Effective Date. This Agreement shall become effective when it is deemed effective in accordance with California Health and Safety Code Section 34179(h) (the "**Effective Date**").

2. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the date that all Bond Proceeds are expended in accordance with the requirements of this Agreement.

3. Transfer of Bond Proceeds. Upon the Effective Date, the Successor Agency shall transfer the Bond Proceeds to the City, and the City shall deposit such funds into three separate Bond Proceeds accounts, with each account pertaining to the Ormond Beach Bonds, the Southwinds Bonds, or the HERO Bonds, respectively, for the City's use in accordance with the terms, conditions and purposes set forth in this Agreement.

4. Use of Bond Proceeds. The City agrees that it shall use the Bond Proceeds solely for the purposes identified in Recital B, C, or D above, as applicable, or for other projects consistent with the indebtedness obligation covenants set forth in the applicable Indenture, the applicable Tax Certificate (as defined in each respective Indenture), and the provisions of the CRL that apply to the expenditure of redevelopment funds.

5. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City in connection with the issuance of approvals and entitlements for the projects described in this Agreement, nor to avoid legally required processes attendant to project approval including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act and/or the National Environmental Policy Act, as applicable, and the review and approval of plans and specifications.

6. Severability. If any term, provision, covenant or condition set forth in this Agreement is held by the final judgment of a court of competent jurisdiction to be invalid, void or unenforceable, then the remaining provisions, covenants and conditions shall continue in full force and effect to the extent that the basic intent of the Parties as expressed herein can be accomplished. In addition, the Parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant or condition can be accomplished to the maximum extent legally permissible.

7. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any third-party beneficiaries to this Agreement, and no person or entity other than the Successor Agency and the City, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

8. Further Assurances. Each of the Parties agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of the transactions contemplated by this Agreement.

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

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

11. Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing executed by the Parties.

[signatures on following page]

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

"SUCCESSOR AGENCY"

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic

Dated: _____ By: _____
Greg Nyhoff
Executive Director

APPROVED AS TO CONTENT:

By: _____
Kymberly Horner
Interim Redevelopment Services Manager

ATTEST:

By: _____
Daniel Martinez
Secretary

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Interim General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

[signatures continue on following page]

"CITY"

CITY OF OXNARD,
a municipal corporation

Dated: _____ By: _____
Greg Nyhoff
City Manager

APPROVED AS TO CONTENT:

By: _____
Kymberly Horner
Interim Redevelopment Services Manager

ATTEST:

By: _____
Daniel Martinez
City Clerk

APPROVED AS TO FORM:

By: _____
Stephen M. Fischer
Interim City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

CITY OF OXNARD CALIFORNIA

Meeting Date: 11 / 18 /2014

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

Prepared By: Luly Lopez Agenda Item No. L-1

Reviewed By: City Manager KRB City Attorney BT Finance JC Human Resources Other *(Specify)*

DATE: November 4, 2014

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: **Selection of Executive Recruitment Firm**

RECOMMENDATION

That City Council approve and authorize the City Manager to execute an agreement with William Avery & Associates, Inc. (6947-14-HR) in the amount of $79,100 for executive recruitment services for the positions of City Attorney, Housing Director, Human Resources Director, and Utilities Director.

DISCUSSION

The City of Oxnard has a number of high-level management position vacancies resulting from unanticipated retirements, staffing changes, and reorganization during the current fiscal year.

A Request for Proposals was issued in October, 2014 to solicit proposals for executive recruiting services. The City received a total of 6 proposals (Attachment 2). William Avery & Associates, Inc. was selected as the firm providing the best proposal at the lowest total cost. William Avery & Associates, Inc. has agreed to complete all four recruitments within four months of the agreement commencement date of November 19, 2014. The agreement shall be completed in accordance with the following timeline:

	Task	Completion Date
1.	Position Profile and Organizational Assessment	December 10, 2014
2.	Search Strategy and Outreach Efforts	January 21, 2015
3.	Candidate Assessment	February 4, 2015
4.	Selection Process	March 11, 2015

The total cost of the agreement is $79,100 which includes professional fees of $61,600 and a not-to-exceed expense budget of $17,500.

FINANCIAL IMPACT

The total cost of the executive recruiting services is $79,100. Funds are available through salary savings from funded but unfilled positions.

GN:lal

Attachment #1 – Consulting Agreement with William Avery & Associates, Inc.
Attachment #2 – List of Proposals Received

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 19th day of November, 2014, by and between the City of Oxnard, a municipal corporation (**"City"**), and William Avery & Associates, 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.

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 the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Ann Goodrich, Interim Human Resources Director, 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 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 William Avery 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 November 19, 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 $79,100 for the Services at rates provided 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 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. 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 the 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 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.

17. 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.

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 (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.

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 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.

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, 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.

22. 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.

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 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.

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 William Avery & Associates, Inc., 3 ½ N. Santa Cruz Avenue, Suite A, Los Gatos, CA 95030, Attention: William Avery.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Human Resources Department, 300 W. Third Street, Oxnard, California 93030, Attention: Ann Goodrich.

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

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Ann Goodrich, Project Manager

CONSULTANT

William Avery, President
William Avery & Associates, Inc.

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

EXHIBIT A

SCOPE OF SERVICES

Consultant shall conduct recruitments for four (4) executive-level positions consisting of the City Attorney, Human Resources Director, Housing Director, and Utilities Director. For each of the recruitments, Consultant shall perform the following tasks:

1. Position Profile and Organizational Assessment

Consultant shall meet with City's key decision makers to discuss the organizational needs and position requirements in order to formalize the job description. For the City Attorney recruitment, such meetings shall include a subcommittee of the City Council. The job description for each position will be based upon the findings of the organizational assessment.

In performing this task, Consultant shall:

a) Determine the City's priorities for each position.
b) Determine the City's needs with respect to the expertise, experience, education, performance attributes, and operational style of the ideal candidate for each position.
c) Understand the goals, objectives, and challenges related to each position.
d) Understand the various organizational dynamics and departmental issues that exist within the City.
e) Develop each job description based upon direct input from key stakeholders.
f) Provide input as to appropriate salary ranges for each position.

2. Search Strategy and Outreach Efforts

Consultant shall conduct the searches based on the position profiles developed through Task No. 1. Consultant's search shall include the following components:

a) Development of a position announcement and complete brochure based upon the determinations in Task No. 1.
b) Identification and contact of potential candidates who meet each position profile, including those that may not be actively seeking other employment.
c) Development and contact of a targeted candidate list based upon Consultant's database of current recruitment contacts, referrals and recommendations from key sources, and other current and former incumbents or related personnel who have extensive contacts and networks in each discipline.
d) Posting of position announcement and/or complete brochure on up to 10 websites and job boards that are appropriate for each position.
e) Posting of position announcement and link to complete brochure in print advertising in appropriate periodicals including but not limited to Jobs Available and Western City Magazine.

f) Posting of position announcement and complete brochure on Consultant's website.
g) Distribution of position announcement and complete brochure to various cities, counties, and special districts throughout California and the United States.

3. Candidate Assessment

Consultant shall:

a) Assess candidates based upon their resumes and, in Consultant's discretion, conduct preliminary phone interviews.
b) Develop a list of most qualified applicants.
c) Collect and evaluate any supplemental questionnaires, if any, distributed to qualified applicants.
d) Conduct initial background checks to avoid further evaluation of inappropriate candidates.
e) Prepare a candidate presentation book which shall include a candidate profile of the most qualified applicants. Each candidate profile shall include a summary overview of the candidate and the submitted cover letter and resume.
f) Provide a listing of all other applicants not included in the candidate presentation book.
g) During the candidate assessment, provide City with a report outlining the recruitment process and the results of the candidate screening.

4. Selection Process

Consultant shall:

a) Meet with key stakeholders to identify the candidates that will be interviewed.
b) Coordinate the interview scheduling activity.
c) Provide candidates with guidance related to travel planning, hotel accommodations, and other interview planning issues.
d) Be in attendance to greet candidates during interviews, and if requested by the City, facilitate each interview.
e) Provide interview materials including suggested interview questions and evaluation and ranking sheets.
f) Debrief with the interview panel after each round of interviews to obtain feedback on the candidates and facilitation of a ranking process.
g) Conduct final reference checks on the top candidates for each position.
h) Facilitate additional meetings or social engagements with the top candidates for each position, if requested.
i) Perform background checks on each of the final 1-2 candidates for each position. Such background checks may include, but are not limited to credit report, motor vehicle records, online profile, media, criminal background, civil records, credential verifications, and interview of second tier references.

j) Assist with negotiations with the selected candidate for each position.

k) Coordinate the transition of the candidate to City employment in conjunction with the Project Manager.

EXHIBIT B

SCHEDULE OF SERVICES

Consultant shall complete all four recruitments within four months from the commencement date of this Agreement being November 19, 2014. Each task listed in Exhibit A shall be completed in accordance with the following timeline:

	Task	Completion Date
1.	Position Profile and Organizational Assessment	December 10, 2014
2.	Search Strategy and Outreach Efforts	January 21, 2015
3.	Candidate Assessment	February 4, 2015
4.	Selection Process	March 11, 2015

ATTACHMENT 1
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EXHIBIT C

COMPENSATION RATES

I. Professional Fees

Consultant shall be compensated $15,400 for each of the four recruitments performed under this Agreement, for a total of $61,600. Compensation will be paid as follows:

a) $6,400 for each recruitment at commencement of the Agreement, for a total of $25,600.
b) $4,500 for each recruitment after the completion of Task No. 3, for a total of $18,000.
c) $4,500 for each recruitment after the completion of Task No. 4, for a total of $18,000.

II. Expenses

Consultant shall be reimbursed for actual expenses related to the four recruitments in a total amount not to exceed $17,500. Such expenses shall be billed to City at actual cost, and shall be supported by appropriate evidence (e.g., receipt or invoice). Expenses shall include direct costs related to each recruitment, such as advertising, supplies, printing, telephone, postage, summary background investigations, and Consultant's travel.

EXHIBIT INS-B

INSURANCE REQUIREMENTS

ATTACHMENT 1
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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. _____
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 1
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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

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ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

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

Rev. 10/14

INS-B.doc

ATTACHMENT 1
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GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ 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:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
?? OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ 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. _____
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 _____

Name & Address	Fee
Avery & Associates 3 ½ N. Santa Cruz Ave., Suite A Los Gatos, CA 95030 408-399-4424 408-399-4423 – fax karenm@averyassoc.net crisp@averyassoc.net jobs@averyassoc.net	All 4 Recruitments: $61,600 Fee $17,500 Expenses **$79,100 Total** Otherwise, single recruitments are $25,900 each (fee + expense)
Peckham & McKenney 6700 Freeport Blvd, #203 Sacramento, CA 95822 916-391-2233 bobbi@peckhamandmckenney.com phil@peckhamandmckenney.com	All 4 Recruitments: $65,000 Fee $29,000 Expenses **$94,000 Total** Single recruitments are $25,500 each (fee + expense)
CPS Executive Search 241 Lathrop Way Sacramento, CA 95815 916-263-1401 Teresa@cpshr.us resumes@cpshr.us	All 4 Recruitments: $68,000 Fee $28,000 Expenses **$96,000 Total** Single recruitments are $24,000 each (fee + expense)
Bob Murray & Associates 1677 Eureka Road, Suite 202 Roseville, CA 95661 916-784-9080 916-784-1985 – fax appy@bobmurrayassoc.com	All 4 Recruitments: $64,000 Fee $24,000 Expenses **$88,000 Total** Single recruitments are $24,000 each (fee + expense)
WBCP – W. Brown Creative Partners 541-858-0376 wendi@wbrowncreative.com www.wbrowncreative.com	All 4 Recruitments: $67,000 Fee $30,000 Expenses **$97,000 Total** Single recruitments are $25,000 each (fee + expense)
Citygate Associates, LLC 2250 East Bidwell Street, Suite 100 Folsom, CA 95630 916-458-5100 916-983-2090 – fax aadams@citygateassociates.com www.citygateassociates.com	All 4 Recruitments: $66,000 Fee $30,000 Expenses **$96,000 Total** Single recruitments are $24,000 each (fee + expense)

ATTACHMENT 2
PAGE 1 OF 1

AGENDA ITEM NO.
5-1

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2886

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING DIVISION 11 TO ARTICLE II OF CHAPTER 2 OF THE OXNARD CITY CODE, ESTABLISHING A CULTURAL ARTS COMMISSION AND AMENDING SECTION 2-30 OF THE OXNARD CITY CODE PERTAINING TO CITIZEN ADVISORY GROUPS

THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Section 2-30 of the City Code is hereby amended to read as follows:

"SEC. 2-30 APPLICATION.

The following provisions shall apply to the following citizen advisory groups: senior services commission, commission on community relations, library board, parks and recreation commission, youth commission, and cultural arts commission."

Part 2. Division 11 is hereby added to Article II of Chapter 2 of the City Code to read as follows:

"DIVISION 11. CULTURAL ARTS COMMISSION

SEC. 2-130. ESTABLISHED; QUALIFICATIONS.

(A) There is hereby established a cultural arts commission composed of nine members.

(B) A member shall serve without compensation, shall reside in the city, shall be at least 18 years of age, and shall have a special knowledge or interest in the arts.

SEC. 2-131. APPOINTMENT; TERMS; VACANCY.

(A) The mayor, with the approval of the city council, shall appoint the members of the cultural arts commission. Members shall be appointed at the first meeting of the city council in every December after a general election involving the office of mayor.

(B) The term of a member of the cultural arts commission shall be two years and shall begin in January.

(C) In the event of a vacancy, the mayor, with the approval of the city council, shall appoint a replacement to complete the term of the member creating the vacancy.

SEC. 2-132. SECRETARY.

The city manager shall designate a city staff member to serve as a nonvoting secretary to the cultural arts commission.

SEC. 2-133. RULES OF PROCEDURE; QUORUM.

(A) The cultural arts commission shall follow rules of procedure approved by the city council.

(B) Five members shall constitute a quorum for the transaction of business by the cultural arts commission.

SEC. 2-134. POWERS AND DUTIES.

The powers and duties of the cultural arts commission shall be as follows:

(A) Advise the city council on all matters pertaining to the cultural arts in the community;

(B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and /or art related projects and proposals;

(C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;

(D) Provide a local, state and national network of support and supporters of the local arts;

(E) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of requests for proposals matches skills assessed by evaluators in the review process;

(F) Develop public arts projects that include developing written materials for soliciting participation, appointing and training selection panels, and reviewing and recommending funding to ensure integrity of such processes;

(G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;

(H) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals

(I) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;

(J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and

(K) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council."

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the city. Ordinance No. 2886 was first read on October 28, 2014 and finally adopted on _____, 2014 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

Tim Flynn

Tim Flynn, Mayor

ATTEST:

_____

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____

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

AGENDA ITEM NO.
S-2

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
September 9, 2014

A. ROLL CALL/POSTING OF AGENDA

At 6:02 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Bert Perello were present. Commission Dorina Padilla was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Stephen Fischer, Interim General Counsel; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Christina Aerenlund, Public Information Officer; and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The regular meeting of the Community Development Commission Successor Agency reconvened in the Council Chambers, concurrently with the City Council. 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

Community Development Department

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2015 – June 30, 2015. (057)
RECOMMENDATION: Adopt **Resolution No. 14** approving the Seventh Recognized Obligation Payment Schedule (ROPS) 14-15B covering the period of January 1, 2015 – June 30, 2015.

DRAFT

DISCUSSION: The Interim Redevelopment Services Manager reviewed the proposed schedule, language of State Finance Department and administration costs. The City Manager and Chief Financial Officer outlined administration, personnel costs and the dissolution process.

Public comments were received from: George Miller and Steve Nash.

The Commissioners discussed: the language from the State Finance Department; administration costs and economic development of the community.

ACTION: Approved as recommended. (Ramirez/MacDonald). Ayes: MacDonald, Padilla and Ramirez. Absent: Padilla. Noes: Perello stating "because of inaccuracies with information represented in the report specifically" due to a letter from State Finance Department.

L. REPORT OF EXECUTIVE DIRECTOR

M. COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY / BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for June 10, 17, 24; July 1, 8, 15, and 22, 2014. (063)
   RECOMMENDATION: Approve.

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

CITY COUNCIL

At 9:47 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 9:47 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
September 16, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
September 23, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:30 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. 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; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Stephen Fischer, Interim General Counsel and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:06 p.m. the City Council and Community Development Commission Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed were SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

At 5:58 p.m. the Commissioners reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:05 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council.

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. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

DRAFT

M. COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL/COMMUNITY COMMISSION HOUSING AUTHORITY

At 10:23 p.m., the joint meetings with the City Council and Housing Authority concluded.

T. ADJOURNMENT

At 10:23 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	TIM FLYNN Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
October 07, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
October 14, 2014

A. ROLL CALL/POSTING OF AGENDA

At 5:06 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Timothy B. 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. Chairman Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Karen Burnham, Assistant Executive Secretary; Stephen Fischer, Interim General Counsel and James Cameron, Chief Financial Officer;

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:12 p.m. the City Council and Successor Agency recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA

At 5:59 p.m. the Commissioners reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:08 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Chairman Flynn presided and called the meeting to order.

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. REPORT OF EXECUTIVE DIRECTOR/SECRETARY

DRAFT

M. COMMUNITY DEVELOPMENT SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for September 9, 16, and 23; and October 7, 2014. (207)
   RECOMMENDATION: Continue.

INFORMATION/CONSENT AGENDA ACTION: The Commissioners concurred to continue this item.

CITY COUNCIL/COMMUNITY COMMISSION HOUSING AUTHORITY

At 10:24 p.m., the joint meetings with the City Council and Housing Authority concluded.

T. ADJOURNMENT

At 10:24 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
October 21, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
October 28, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/2014

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

Prepared By: Greg Nyhoff, City Manager Agenda Item No. S-3

Reviewed By: City Manager KRB City Attorney SMF Finance [illegible] Other *(Specify)*

DATE: October 9, 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 11/18/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	**Fire Department**	**Priority Dispatch Corp**	**Implementation of ProQA Paramount EMD system and 5 year maintenance costs**	**$45,829**
		Stephanie Huhn, RN	Agreement No. 6945-14-FI	This agreement is for implementation of the ProQA Paramount EMD system which includes management support, software installation, dispatcher and QI training and on-site supervision during implementation. It also covers the Extended Service Plan to cover maintenance, support and system updates. This project is a Sole Source purchase. ProQA Paramount is the only system approved by the Ventura County Emergency Medical Services Agency which approves and oversees emergency medical dispatch.	
		805-385-8361		**Total Contract Amount: $45,829** **FundingSource: General Fund**	
B	Original Agreement	**Community Development**	**Gary E. Blum**	**Maintenance of Properties at Heritage Square.**	**$71,124**
		Kymberly Horner	Agreement No. 7693-14-CD	Successor Agency is seeking approval to contract with vendor to perform maintenance and upkeep on behalf of the City and the Oxnard Community Development Commission Successor Agency, making repairs to the Successor Agency owned properties, buildings and structures, located at Heritage Square. This is a sole source vendor, based on experience and expertise on the resotration of historic homes. The vendor is currently the Site Superintendent at Heritage Square and oversees the maintenance of other privately owned properties. The Vendor is listed on the Recognized Obligation Payment Schedule ("ROPS 14-15A") for the period of July 1, 2014 through December 31, 2014.	
		385-7853		**Total Contract Amount: $71,124** **FundingSource: Community Development Commission Successor Agency**	
C	Amendment	**Police**	**Summit Security Services, Inc.**	**First Amendment to Agreement to provide Pre-Employment Background Services for the Police Department**	**$70,000**
		Randy Latimer	Agreement No. 6454-13-PO	Police is requesting to extend the agreement's termination date to May 1, 2015. Police is also requesting to amend the agreement and increase the budget by an additional $70,000 to continue to fund the department's pre-employment background process.	
		385-7619	Amendment 1	**Total Contract Amount: $150,000** **FundingSource: General Fund**	

ATTACHMENT 1
PAGE 1 OF 2

City Manager Contract List for 11/18/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Amendment	**Public Information Office**	**All Languages Interpreting and Translating Services**	**Consulting for Interpretation Services at City Council Meetings**	**$115,600**
		Christina Aerenlund	Agreement No. 5753-12-CM	City staff is requesting renewal of this contract by entering into a two year Second Amendment to the original agreement to continue on location conference English-Spanish and Spanish-English interpretation services at City Council meetings. The term of the Second Amendment is from November 1, 2014 and expires on November 1, 2016. The two year agreement is for a toal amount of $115,600. The vendor was selected as part of an Request for Proposal (RFP) process in FY 12-13. The contract has been renewed twice, each amendment was in the amount of $57,800 for a total amount of $115,600.	
		385-7593	Amendment 2	**Total Contract Amount: $231,200** **FundingSource: Measure "O" Funding**	
E	Purchase Order	**Police**	**US Armor**	**Replacement of Expired Ballistic Vests**	**$43,388**
		Laura Ledesma	Purchase Order No. 1746	This action is to ratify emergency approval obtained on 10/31/2014 due to the lead time needed for ordering the ballistic vests. The Oxnard Police Department needs to replace approximately 66 ballistic vests that are expiring in 2014. The Department received quotes from three different suppliers and U.S. Armor was selected because they offered the lowest price for the ballistic vests.	
		385-7725		**Total Contract Amount: $43,388** **FundingSource: General Fund**	
F	Change Order	**Utilities / Water & Wastewater**	**JCI Jones Chemical**	**Supply & Delivery of Sodium Hydroxide to the WWPT & Water Division**	**$50,000**
		David Birch /Jeff Miller	Agreement No.	Change Order No. 2 is to extend the expiration date from October 16, 2014 to October 16, 2015, the second year of the option to renew for three additional one-year periods, and increase the Purchase Order from $194,370 to $244,370. The price per gallon for this term will remain $0.95. A Request for Bid for treatment chemicals for the Water Resources Division was issued August 1, 2012. JCI Jones Chemical was the lowest bidder for Sodium Hydroxide.	
		207-0543/797-7604	Change Order 2	**Total Contract Amount: $244,370** **FundingSource: Utility Funds**	

ATTACHMENT 1
PAGE 2 OF 2

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/14

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

Prepared By: Danielle M. Navas Agenda Item No. S-4

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: October 20, 2014

TO: City Council

FROM: Danielle M. Navas, City Treasurer

SUBJECT: **Quarterly Investment Report for the First Quarter F/Y 2014-2015**

RECOMMENDATION

That City Council accepts the quarterly Investment Report for the First Quarter F/Y 2014-2015.

DISCUSSION

The City Treasurer will continue to provide this quarterly report to keep you informed of the status of the investment portfolio, however, it is no longer required by state law. This is one of many previously reimbursable state mandated items not required due to lack of state funding. The Investment Policy was presented to City Council with the Annual Report of Investment Policy on September 23, 2014. The City of Oxnard Treasurer's Office Market Report as of September 30, 2014 is provided as Attachment 1. The source of the market values is Sungard, the vendor of the City's investment reporting system. Investments in the City's portfolio meet the requirements of the City of Oxnard's adopted investment policy. Detailed information regarding individual investments is maintained in the City Treasurer's Office.

The following statistics provide a summary on the status of the portfolio as of September 30, 2014:

Original cost of investments	$ 106,984,669	Book Value
Total to be received at maturity	$ 106,985,000	Par Value
If sold on September 30, 2014	$ 106,593,038	Market Value
Gain/ (Loss) if sold on September 30, 2014	$ (391,631)*	

*All investments purchased are held to maturity. Sufficient liquidity is maintained for unexpected needs so that sale of an investment may not be necessary. Any gain or loss related to changing market value is only a "paper" gain or loss, not an increase or decrease in the funds of the City.

Total earnings (1st quarter)	$ 244,358	
Average yield (1st quarter)	.85%	(for the month .91%)
Average days to maturity (1st quarter)	826	(for the month 857 days)

The quarterly average yield on the portfolio was .85 percent compared with the Local Agency Investment Fund (LAIF) yield of .25 percent for the same period. The LAIF portfolio is comprised of public funds invested on a short-term basis with priority of safety first followed by need for liquidity and yield, the priorities of the City Treasurer's Investment Policy.

The federal funds rate remains unchanged at .00 to .25 percent.

In compliance with California Government Code section 53646, adequate funds are available to meet the anticipated expenditure requirements for the next six months.

FINANCIAL IMPACT

None at this time.

Attachment #1 –Investment Inventory as of September 30, 2014
Attachment #2 – Benchmark Rate Comparison

OXNARD

Inventory by Market Value

As Of Date: 09/30/2014

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Inv Type: 12 FEDERAL HOME LOAN BANK BONDS							
16938	FHLB	313381RE7	01/30/2013	1.000000	2,000,000.00	1,976,220.00	3,388.89
			01/30/2018	1.000000	2,000,000.00	98.811000	SUNGARD
16951	FHLB	313383AV3	06/12/2013	1.000000	2,000,000.00	1,964,820.00	6,055.56
			06/12/2018	1.000000	2,000,000.00	98.241000	SUNGARD
16952	FHLB	313383A68	06/13/2013	1.080000	2,000,000.00	1,968,680.00	6,480.00
			06/13/2018	1.080000	2,000,000.00	98.434000	SUNGARD
16954	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	1,982,080.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	99.104000	SUNGARD
16955	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	1,982,080.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	99.104000	SUNGARD
16973	FHLB	3130A33V4	09/26/2014	1.700000	2,000,000.00	1,992,600.00	472.22
			09/26/2018	1.700000	2,000,000.00	99.630000	SUNGARD
			Subtotal	**1.196667**	**12,000,000.00**	**11,866,480.00**	**28,930.01**
				1.196667	**12,000,000.00**	**98.887333**	
Inv Type: 13 FEDERAL NATIONAL MORTGAGE ASSN							
16935	FNMA	3136G02U4	11/14/2012	.625000	2,000,000.00	1,993,280.00	4,756.94
			11/14/2016	.625000	2,000,000.00	99.664000	SUNGARD
16936	FNMA	3136G04S7	11/21/2012	.750000	2,000,000.00	1,990,920.00	1,666.67
			02/21/2017	.750000	2,000,000.00	99.546000	SUNGARD
16939	FNMA	3135G0TV5	01/30/2013	1.030000	2,000,000.00	1,973,040.00	3,490.56
			01/30/2018	1.030000	2,000,000.00	98.652000	SUNGARD
16942	FNMA	3136G1BK4	02/05/2013	1.000000	2,000,000.00	1,971,740.00	3,111.11
			02/05/2018	1.000000	2,000,000.00	98.587000	SUNGARD
16947	FNMA	3136G1LE7	05/15/2013	1.010000	1,000,000.00	980,490.00	3,815.56
			05/15/2018	1.010000	1,000,000.00	98.049000	SUNGARD
16948	FNMA	3135G0XG3	05/21/2013	1.000000	1,000,000.00	981,120.00	3,611.11
			05/21/2018	1.000000	1,000,000.00	98.112000	SUNGARD
16972	FNMA	3136G26T9	09/30/2014	2.050000	2,000,000.00	1,991,980.00	113.89
			09/30/2019	2.050000	2,000,000.00	99.599000	SUNGARD
			Subtotal	**1.076667**	**12,000,000.00**	**11,882,570.00**	**20,565.84**
				1.076667	**12,000,000.00**	**99.021417**	
Inv Type: 17 FEDERAL FARM CREDIT BANK BONDS							
16928	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	1,991,220.00	2,383.33
			08/22/2017	1.100000	2,000,000.00	99.561000	SUNGARD
16929	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	1,991,220.00	2,383.33
			08/22/2017	1.100000	2,000,000.00	99.561000	SUNGARD
16933	FFCB	3133EA3J5	10/10/2012	.900000	2,000,000.00	1,972,760.00	8,550.00

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OXNARD

Inventory by Market Value

As Of Date: 09/30/2014

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
			10/10/2017	.900000	2,000,000.00	98.638000	SUNGARD
16934	FFCB	3133EA4H8	10/11/2012	.820000	2,000,000.00	1,987,120.00	3,644.44
			07/11/2017	.820000	2,000,000.00	99.356000	SUNGARD
16940	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	1,992,180.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	99.609000	SUNGARD
16941	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	1,992,180.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	99.609000	SUNGARD
16944	FFCB	3133ECL44	04/11/2013	1.000000	2,000,000.00	1,981,660.00	9,444.44
			04/11/2018	1.000000	2,000,000.00	99.083000	SUNGARD
16949	FFCB	3133ECQ56	05/22/2013	1.080000	2,000,000.00	1,974,540.00	7,740.00
			05/22/2018	1.080000	2,000,000.00	98.727000	SUNGARD
16950	FFCB	3133ECRP1	06/11/2013	1.150000	1,250,000.00	1,244,887.50	4,392.36
			06/11/2018	1.150000	1,250,000.00	99.591000	SUNGARD
16953	FFCB	3133ECSQ8	06/25/2013	1.375000	2,000,000.00	1,991,080.00	7,333.33
			06/25/2018	1.375000	2,000,000.00	99.554000	SUNGARD
16963	FFCB	3133EDDF6	01/14/2014	1.920000	2,000,000.00	2,007,480.00	8,213.33
			01/14/2019	1.920000	2,000,000.00	100.374000	SUNGARD
16964	FFCB	3133EDHG0	03/19/2014	1.390000	2,000,000.00	2,009,220.00	926.67
			03/19/2018	1.390000	2,000,000.00	100.461000	SUNGARD
16965	FFCB	3133EDCJ9	12/26/2013	1.180000	2,000,000.00	1,998,600.00	327.78
			09/26/2017	1.180000	2,000,000.00	99.930000	SUNGARD
16968	FFCB	3133EDKR2	04/30/2014	1.870000	2,000,000.00	2,008,360.00	15,687.22
			04/30/2019	1.870000	2,000,000.00	100.418000	SUNGARD
16969	FFCB	3133EDLX8	05/21/2014	1.320000	2,000,000.00	2,002,580.00	9,533.33
			05/21/2018	1.320000	2,000,000.00	100.129000	SUNGARD
16970	FFCB	3133EDN81	06/12/2014	1.850000	2,000,000.00	1,999,700.00	11,202.78
			06/12/2019	1.850000	2,000,000.00	99.985000	SUNGARD
16971	FFCB	3133EDP48	06/24/2014	1.970000	2,000,000.00	1,999,300.00	10,616.11
			06/24/2019	1.970000	2,000,000.00	99.965000	SUNGARD
			Subtotal	**1.310902**	**33,250,000.00**	**33,144,087.50**	**109,100.67**
				1.310902	**33,250,000.00**	**99.681466**	
Inv Type: 23 OTHER GOVERNMENT AGENCIES							
16922	FHLMC	3134G3UQ1	05/15/2012	1.150000	2,000,000.00	1,996,760.00	8,688.89
			05/15/2017	1.150000	2,000,000.00	99.838000	SUNGARD
16927	FHLMC	3134G3ZR4	08/07/2012	1.000000	2,000,000.00	1,985,240.00	3,000.00
			08/07/2017	1.000000	2,000,000.00	99.262000	SUNGARD
16945	FHLMC	3134G42G2	04/30/2013	1.050000	2,000,000.00	1,969,720.00	8,808.33
			04/30/2018	1.050000	2,000,000.00	98.486000	SUNGARD

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OXNARD

Inventory by Market Value

As Of Date: 09/30/2014

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
16966	FHLMC	3134G4XK9	03/27/2014	1.300000	2,000,000.00	1,997,740.00	288.89
			03/27/2018	1.300000	2,000,000.00	99.887000	SUNGARD
16967	FHLMC	3134G4Z43	04/17/2014	1.375000	2,000,000.00	2,002,280.00	12,527.78
			04/17/2018	1.375000	2,000,000.00	100.114000	SUNGARD
			Subtotal	**1.175000**	**10,000,000.00**	**9,951,740.00**	**33,313.89**
				1.175000	**10,000,000.00**	**99.517400**	
Inv Type: 60 NEGOTIABLE CERTIFICATE OF DEPO							
16959	NCD	17284CTY0	11/14/2013	2.150000	245,000.00	245,000.00	2,020.41
			11/14/2018	2.150000	245,000.00	100.000000	BOOK
16960	NCD	0606247G2	11/12/2013	2.200000	245,000.00	245,000.00	2,096.93
			11/13/2018	2.200000	245,000.00	100.000000	BOOK
16961	NCD	795450RJ6	11/13/2013	2.000000	245,000.00	245,000.00	1,892.88
			11/13/2018	2.000000	245,000.00	100.000000	BOOK
			Subtotal	**2.116667**	**735,000.00**	**735,000.00**	**6,010.22**
				2.116667	**735,000.00**	**100.000000**	
Inv Type: 85 DEPOSIT NOTES							
16943	MTN	25468PCV6	03/05/2013	1.100000	2,000,000.00	1,978,200.00	7,333.33
			12/01/2017	1.100000	2,000,000.00	98.910000	SUNGARD
			Subtotal	**1.100000**	**2,000,000.00**	**1,978,200.00**	**7,333.33**
				1.100000	**2,000,000.00**	**98.910000**	
Inv Type: 86 DEPOSIT NOTES QUARTERLY							
16932	MTN	36962G5Y6	06/07/2012	1.450000	2,000,000.00	2,034,960.00	2,413.90
			05/30/2017	1.456211	1,999,668.98	101.748000	SUNGARD
			Subtotal	**1.450000**	**2,000,000.00**	**2,034,960.00**	**2,413.90**
				1.456211	**1,999,668.98**	**101.748000**	
Inv Type: 99 PASSBOOK INTEREST							
16434	LOCAL AGENCY INVEST		07/01/2002	.228000	35,000,000.00	35,000,000.00	25,143.81
			10/01/2014	.228000	35,000,000.00	100.000000	BOOK
			Subtotal	**.228000**	**35,000,000.00**	**35,000,000.00**	**25,143.81**
				.228000	**35,000,000.00**	**100.000000**	
Grand Total			**Count 41**	.909035	106,985,000.00	106,593,037.50	232,811.67
				.909151	106,984,668.98	99.633629	

***Includes Accrued Discount:** **$268.98**

Earned Interest Yield This Period: **0.89%**

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OXNARD

Inventory by Market Value

As Of Date: 09/30/2014

Date Basis: Settlement

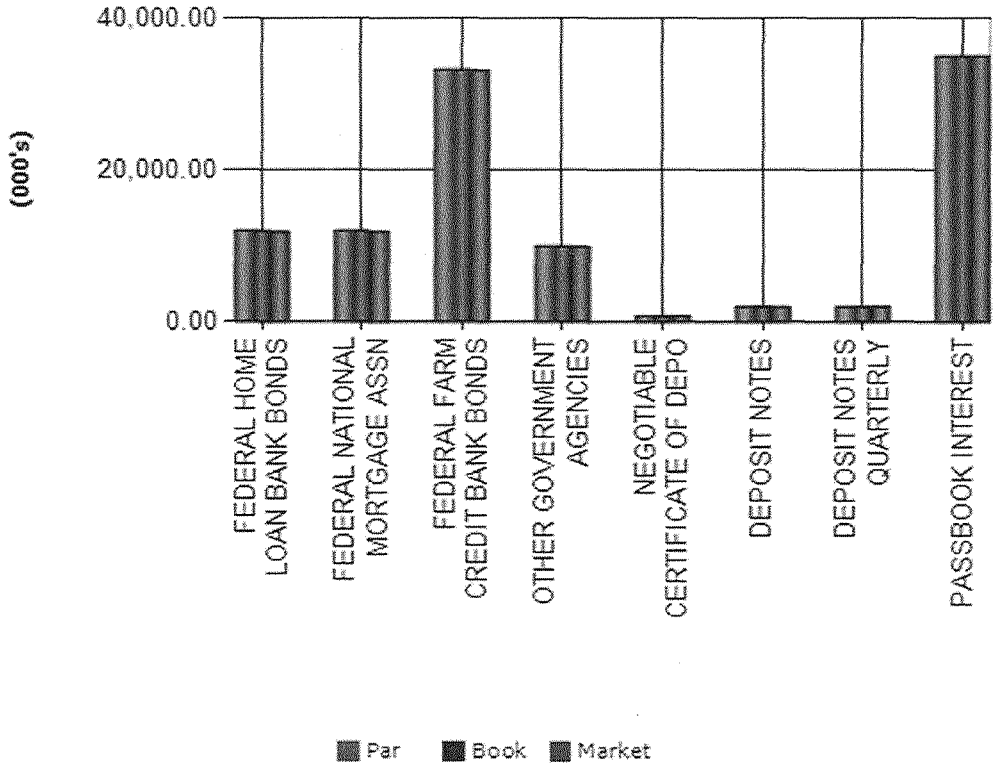
Run: 10/02/2014 05:59:31 PM

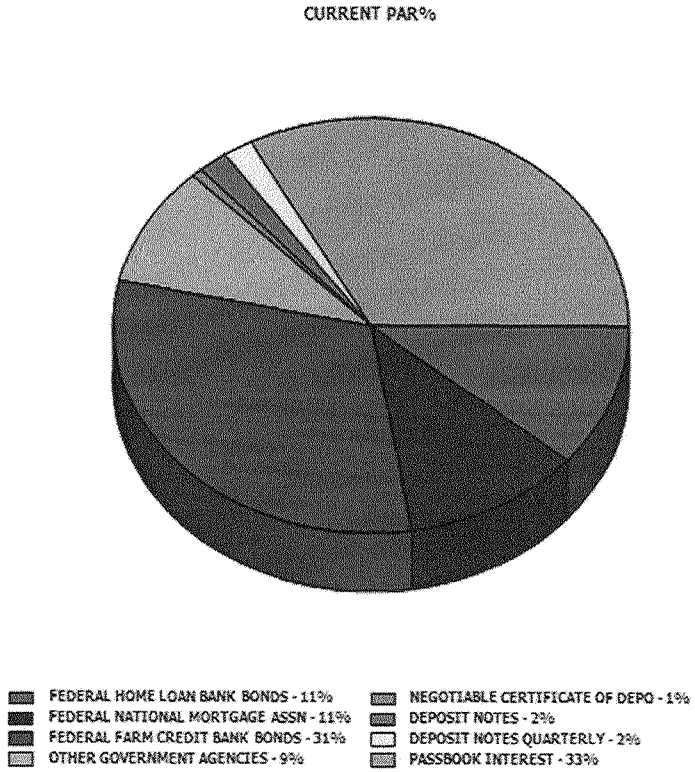
Reporting Currency: Local

City of Oxnard - Treasurer's Office

Assets	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	12,000,000.00	12,000,000.00	11,866,480.00	98.89%	1.20%
FEDERAL NATIONAL MORTGAGE ASSN	12,000,000.00	12,000,000.00	11,882,570.00	99.02%	1.08%
FEDERAL FARM CREDIT BANK BONDS	33,250,000.00	33,250,000.00	33,144,087.50	99.68%	1.31%
OTHER GOVERNMENT AGENCIES	10,000,000.00	10,000,000.00	9,951,740.00	99.52%	1.18%
NEGOTIABLE CERTIFICATE OF DEPO	735,000.00	735,000.00	735,000.00	100.00%	2.12%
DEPOSIT NOTES	2,000,000.00	2,000,000.00	1,978,200.00	98.91%	1.10%
DEPOSIT NOTES QUARTERLY	2,000,000.00	1,999,668.98	2,034,960.00	101.76%	1.46%
PASSBOOK INTEREST	35,000,000.00	35,000,000.00	35,000,000.00	100.00%	0.23%
Totals	**106,985,000.00**	**106,984,668.98**	**106,593,037.50**	**99.63%**	**0.91%**

Asset Allocation





ATTACHMENT 1
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CITY OF OXNARD BENCHMARK COMPARISON
VS. LAIF AND 2-YR TREASURIES
as of September 30, 2014

FISCAL YEAR		CITY	LAIF	2 YR TREASURY
2007/08	12 mo avg	4.68	3.11	3.08
2008/09	12 mo avg	3.79	2.16	1.51
2009/10	12 mo avg	2.34	0.65	0.86
2010/11	12 mo avg	2.02	0.49	0.55
2011/12	12 mo avg	1.34	0.38	0.28
2012/13	12 mo avg	0.91	0.25	0.30
2013/14	12 mo avg	5.01	1.05	1.48
SUBTOTAL - 7 Years		**20.09**	**8.09**	**8.06**
Annual Average (7 years)		**2.87**	**1.15**	**1.15**
Quarterly Average FY 2014-15		*CITY*	*LAIF*	*2 YR TREAS*
	First Quarter	*0.85*	*0.25*	*0.51*
	Second Quarter			
	Third Quarter			
	Fourth Quarter			
		0.85	*0.25*	*0.51*

CITY = CITY OF OXNARD
LAIF = STATE LOCAL AGENCY INVESTMENT FUND
2 YR TREASURY = U S GOVERNMENT TREASURY BILLS - 2 YR MATURITY

CITY OF OXNARD CALIFORNIA

Meeting Date: 11 / 18 / 14

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

Prepared By: Soher Abdelmalik S. Agenda Item No. S-5

Reviewed By: City Manager [signature] City Attorney [signature] Finance [signature] Other *(Specify)*

DATE: October 27, 2014

TO: City Council

FROM: Matthew Winegar, Development Services Director [signature]

SUBJECT: **Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute Contract (A-7726) for DS14-10 Traffic Signal Modifications at Rice Avenue and Latigo Avenue Intersection**

RECOMMENDATION

That City Council award contract A-7726 to the lowest responsible and responsive bidder, Taft Electric Company in the amount of $200,607.83 for DS14-10 Traffic Signal Modifications at Rice Avenue and Latigo Avenue Intersection and authorize the purchasing agent to execute the contract upon receipt of final documents.

DISCUSSION

On July 8, 2014, the City Council approved specifications, budget appropriation and permission to conduct a public bid process, for the Traffic Signal Modifications project at the intersection of Rice Avenue and Latigo Avenue. The first advertisement of the project bid was on August 7, 2014 and opened to public on Monday, August 11, 2014. The public bid closed on September 10, 2014 and the City received one (1) bid from Taft Electric Company.

Following procurement staff review of all documentation received and checks of required licenses, Occupational Safety & Health Administration web site, and records of debarment, labor compliance, and Caltrans permission, Taft Electric Company was determined to be the responsible and responsive low bidder.

FINANCIAL IMPACT

Adequate funds are available in the project budget for this work.

MGW/sh

Attachment #1 – Tabulation of Bids
#2 – Bid Package – C.S. Legacy
#3 – OSHA Report
#4 – Subcontractors
#5 – References
#6 – Certificate of Publication-Public Notice
#7 – Staff Report –Council Approval to Bid

DS14-10 -Traffic Signal Modification -Rice Ave. & Latigo Ave.

Owner: City of Oxnard

Bid Opening: 09/10/14

* marks an allowance

Taft Electric Company
1694 Eastman Avenue
Ventura, CA 93003
US
Bidder Status: Valid

DS14-10-Traffic Signal Modification- Rice Ave. & Latigo Ave.

One Bid Received

Item #	*Item Code*	*Item Description*	*Quantity*	*Unit of Measure*	*Unit Price*	*Item Total*
1	1011-3	CLEARING AND GRUBBING	1	LS	$14,180.29	$14,180.29
2	1012-3	ACCESS RAMP	4	EA	$4,788.71	$19,154.84
3	1012-3	CROSS GUTTER	1460	SF	$16.76	$24,469.60
4	1013-3	12-IN. SOLID WHITE STRIPING IN THERMO.	760	LF	$5.40	$4,104.00
5	1013-3	DETAIL 39 STRIPING IN THERMO.	250	LF	$1.91	$477.50
6	1013-3	DETAIL 39A STRIPING IN THERMO.	200	LF	$1.27	$254.00
7	1013-3	DETAIL 38 STRIPING IN THERMO.	360	LF	$1.55	$558.00
8	1013-3	DETIAL 22 STRIPING IN THERMO.	362	LF	$2.77	$1,002.74
9	1013-3	TYPE IV ARROW PAVEMENT MARKING-T	6	EA	$116.54	$699.24
10	1013-3	BIKE LANE ARROW PAVEMENT MARKING-T	1	EA	$37.08	$37.08
11	1013-3	BIKE LANE SYMBL PAVEMENT MARKING-T	1	EA	$62.51	$62.51
12	1013-3	BIKE DETECTION SYMBOL PAVEMENT MARKING IN THERMOPLASTIC	8	EA	$62.51	$500.08
13	1014-3	TYPE 29-5-100 -55-FT MAST ARM	1	EA	$17,879.66	$17,879.66
14	1014-3	TYPE 29-5-100 -50-FT MAST ARM	1	EA	$17,719.42	$17,719.42
15	1014-3	TYPE 24-3-100 -35-FT. MAST ARM	1	EA	$13,694.79	$13,694.79
16	1014-3	TYPE 19-2-100 -30-FT MAST ARM	1	EA	$10,463.47	$10,463.47
17	1014-3	TYPE 1-A-10-FT.	2	EA	$3,635.70	$7,271.40
18	1014-3	SIGNAL HEAD -12-IN.	16	EA	$688.07	$11,009.12
19	1014-3	PEDESTRIAN HEAD - COUNTDOWN	8	EA	$661.76	$5,294.08
20	1014-3	PEDESTRIAN PUSH BUTTON	8	EA	$228.56	$1,828.48
21	1014-3	LUMINAIRE - LED	4	EA	$570.24	$2,280.96
22	1014-3	RELOCATE STREET NAME SIGN	3	EA	$554.47	$1,663.41
23	1014-3	NEW STREET NAME SIGN	1	EA	$1,225.24	$1,225.24
24	1014-3	BATTERY BACKUP SYSTEM	1	LS	$5,349.73	$5,349.73
25	1014-3	EMTRAC DETECTION SYSTEM	1	LS	$6,085.95	$6,085.95
26	1014-3	TYPE E 6-FT. DIAMETER LOOPS	15	EA	$261.15	$3,917.25
27	1014-3	TYPE D BIKE DETECTION LOOP	8	EA	$334.05	$2,672.40
28	1014-3	3-IN. CONDUIT	460	LF	$61.95	$28,497.00
29	1014-3	CONDUCTORS	1	LS	$15,879.18	$15,879.18
30	1014-3	PULL BOX	7	EA	$520.90	$3,646.30
31	1014-3	2-IN STUB OUT	4	EA	$176.38	$705.52
32	1015-3	TRAFFIC CONTROL	1	LS	$5,252.44	$5,252.44
33	1014-3	**ALTERNATIVE ITEM** -USING EXTRA MEASURE TO MITIGATE THE CONDITION OF EXISTING HIGH WATER TABLE (PER LOCATION)	1	LS	$1.06	$1.06
34	1003-4	**ALTERNATIVE ITEM** - PRESERVING SURVEY MONUMENTATION	1	LS	$0.00	$0.00
Bid List Total				*Bid Amount Submitted*		**$220,607.83**
				ACTUAL Total Bid Amount		**$227,836.74**

Listed Subs

Stone Concepts, Inc.
96 Six Flags Circle
Bullton, CA 93427

Super Seal & Stripe
P O Box 755
310 A Street
Fillmore, CA 93016

ATTACHMENT 1
PAGE 1 OF 2

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** July 8, 2014
Project/Program Manager: Soher Abel-Malik **Phone:** 385-7873

Reason for Appropriation:

Recognize Federal pass through grant funding from Gold Coast Transit. Recognize federal funding authorized for Construction Contract and Construction Engineering on 4/15/14 per. E-76 federal project no. HSIPL-5129(082) and provide matching funds from Air Pollution Buydown and Circulation System Imprv. Fees

Accounts and Descriptions		AMOUNT
Fund: 118 - AIR POLLUTION BUYDOWN FEE		
Expenditures/Transfers Out		
RICE & LATIGO AVE (Project 143103)		
118-3080-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	20,000
	Sub-total Expenditures	20,000
	Net Change to Fund Balance	(20,000)
Fund: 261 - FEDERAL TERM GRANTS FUND		
Revenues /Transfers In		
TRANSPORTATION CIP (3080)		
261-3080-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	25,000
	Sub-total Revenues	25,000
Expenditures/Transfers Out		
RICE & LATIGO AVE (Project 143103)		
261-3080-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	25,000
	Sub-total Expenditures	25,000
	Net Change to Fund Balance	0
Fund: 275 - FED.TRANSPORT. MY GRANTS		
Revenues /Transfers In		
TRANSPORTATION CIP (3080)		
275-3080-531.72-01	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	149,400
	Sub-total Revenues	149,400
Expenditures/Transfers Out		
RICE & LATIGO AVE (Project 143103)		
275-3080-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	4,000
275-3080-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	145,400
	Sub-total Expenditures	149,400
	Net Change to Fund Balance	0
Fund: 354 - CIRCULATION SYS.IMPR.FEES		
Expenditures/Transfers Out		
VICTORIA AVE. SIDEWALK (Project 083139)		
354-3061-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	(20,655)
RICE & LATIGO AVE (Project 143103)		
354-3080-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	7,500
354-3080-826.86-05	CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE	13,155
	Sub-total Expenditures	0
	Net Change to Fund Balance	0
	Net Appropriation Change	**194,400**

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

ATTACHMENT 1
PAGE 2 OF 2

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – DS14-10-Traffic Signal Modification-Rice Ave. & Latigo Ave.

BRIEF DESCRIPTION OF PROJECT: Traffic Signal Modification –Project is to modify existing traffic signal to provide for a protected left turn phase; upgrade existing access ramps; remove and reconstruct existing cross gutter and modify striping.

Specification Number DS14-10 includes ~~32~~ **30 *** pages of bid documents. Drawing No. 13-29A includes 3 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 98 calendar days. Liquidated damages will be assessed at $1,000.00 per calendar day.

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

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

Name Taft Electric Company

Physical Address 1694 Eastman Ave.

Mailing Address _____

City Ventura State CA Zip Code 93003

Telephone No. 805-642-0121 Fax No. 805-650-9015

***Revised with Addendum #1**

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

ATTACHMENT 2
PAGE 1 OF 31

PROJECT OVERVIEW

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

DESCRIPTION

The project will consist of the following:

1- Remove and salvage existing traffic signal poles, mast arms, signal heads, pedestrian heads, luminaires, and pedestrian push buttons. Remove existing foundations as specified in the special provisions.
2- Install new traffic signal poles per pole schedule. Install mast arms, signal heads, pedestrian heads, pedestrian push buttons, and luminaires.
3- Install crosswalk striping in thermoplastic.
4- Install access ramps.
5- Remove and reconstruct existing cross gutter.
6- Modify existing striping.
7- Relocate existing street name signs to the new mast arms.
8- Install Emergency Vehicles detection system.
9- Install vehicle and bicycle detection loops.
10- Install new pull box and conduit.
11- Rewire as needed.
12- Provide traffic control devices.
13- Install Battery Backup System

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

ATTACHMENT 2
PAGE 2 OF 31

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Taft Electric Company

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
1	Clearing and Grubbing	1011-3	L.S.	1 JOB	$14,180.29	$14,180.29
2	Access Ramp	1012-3	EA	4	$4,788.71	$19,154.84
3	Cross Gutter	1012-3	SF	1,460	$16.76	$24,469.60
4	12" solid white striping in thermo.	1013-3	LF	760	$5.40	$4,104.00
5	Detail 39 striping in Thermoplastic	1013-3	LF	250	$1.91	$477.50
6	Detail 39A striping in thermoplastic	1013-3	LF	200	$1.27	$254.00
7	Detail 38 striping in thermoplastic	1013-3	LF	360	$1.55	$558.00
8	Detail 22 striping in thermoplastic	1013-3	LF	362	$2.77	$1,002.74
9	Type IV Arrow pavement marking (T)	1013-3	EA.	6	$116.54	$699.24
10	Bike lane arrow pavement marking(T)	1013-3	EA.	1	$37.08	$37.08
11	Bike lane symbol pavement marking (T)	1013-3	EA.	1	$62.51	$62.51
12	Bicycle detection symbol pavement marking in thermoplastic	1013-3	EA.	8	$62.51	$500.08
13	Type 29-5-100 (55' mast arm)	1014-3	EA.	1	$17,879.66	$17,789.66
14	Type 29-5-100 (50' mast arm)	1014-3	EA.	1	$17,719.42	$17,719.42
15	Type 24-3-100 (35' mast arm)	1014-3	EA	1	$13,694.79	$13,694.79
16	Type 19-2-100 (30' mast arm)	1014-3	EA	1	$10,463.47	$10,463.47
17	Type 1-A-10'	1014-3	EA.	2	$3,635.70	$7,271.40
18	Signal Head (12")	1014-3	EA.	16	$688.07	$11,009.12
19	Pedestrian Head (countdown)	1014-3	EA.	8	$661.76	$5,294.08
20	Pedestrian Push Button	1014-3	EA.	8	$228.56	$1,828.48
21	Luminaire	1014-3	EA.	4	$570.24	$2,280.96
22	Relocate Street name sign	1014-3	EA.	3	$554.47	$1,663.41
23	New street name sign	1014-3	EA.	1	$1,225.24	$1,225.24
24	Battery Backup system	1014-3	L.S.	1	$5,349.73	$5,349.73
25	Emtrac detection system	1014-3	L.S.	1	$6,085.95	$6,085.95
26	Type E 6' diameter loops	1014-3	EA.	15	$261.15	$3,917.25
27	Type D bike detection loop	1014-3	EA.	8	$334.05	$2,672.40
28	3" conduit	1014-3	L.F.	460	$61.95	$28,497.00
29	Conductors	1014-3	L.S.	1	$15,879.18	$15,879.18
30	Pull box	1014-3	EA.	7	$520.90	$3,646.30
31	2" Stub out	1014-3	EA.	4	$176.38	$705.52
32	Traffic Control	1015-3	L.S.	1	$5,252.44	$5,252.44
	ALTERNATE ITEMS					
33	Using extra measure to mitigate the condition of existing high water table (per location)	1014-3	L.S.	1	$1.06	$1.06
34	Preserving Survey Monumentation	1003-4	L.S.	1	$0.00	$0.00
	GRAND TOTAL			$ 220,607.83	*	

$227,836.74
7,228.91

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - $ 220,607.83

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	8/20/2014		
2	9/02/2014		

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

DATED 9/09/2014 AT Ventura, California

COMPANY NAME Taft Electric Company

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

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

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Taft Electric Company

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

BIDDERS FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Supper Seal & Stripe *Address* 310 A Street *City State ZIP* Fillmore, CA 93016	*Phone* 805-524-7345 *Fax* 805-524-7428	☐ < $1 million ☒ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Striping	YES NO *If YES list DBE #:* Age of Firm (Yrs.)
Name Stone Concepts *Address* 96 Six Flags Circle *City State ZIP* Buellton, CA 93427	*Phone* 805-331-4121 *Fax* 805-688-4131	☐ < $1 million ☒ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Concrete	YES NO *If YES list DBE #:* Age of Firm (Yrs.)
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		YES NO *If YES list DBE #:* Age of Firm (Yrs.)
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		YES NO *If YES list DBE #:* Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

ATTACHMENT 2
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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	< $1 million		YES
		< $5 million		NO
Address		< $10 million		*If YES list DBE #:*
	Fax	< $15 million		
City State ZIP		> $15 million		Age of Firm (Yrs.)
Name	*Phone*	< $1 million		YES
		< $5 million		NO
Address		< $10 million		*If YES list DBE #:*
	Fax	< $15 million		
City State ZIP		> $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		YES
		☐ < $5 million		NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

ATTACHMENT 2
PAGE 7 OF 31

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Oxnard LOCATION: Ventura, California

PROJECT DESCRIPTION: Traffic Signal Modification-Rice Ave. & Latigo Ave.

TOTAL CONTRACT AMOUNT: $ 220,607.83

BID DATE: September 10, 2014

BIDDER'S NAME: Taft Electric Company

CONTRACT DBE GOAL: 4 %

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
1,2,3,	Clearing Grubbing & Concrete	40763	Stone Concepts Inc	$47,970
4-12	Striping	2003 08/2016	Super Seal & Stripe	$7,266

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-aid Project Number: HSIPL-5129(082)

Federal Share: _____

Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name Local Agency Representative | Signature | Date

(Area Code) Telephone Number: _____

Total Claimed DBE Participation: $ 55,236 — 25 %

Signature of Bidder James Marsh, President

9/09/2014 (Date) 805-642-0121 (Area Code) Tel. No.

Dave Norwine
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
(2) Copy – Include in award package to Caltrans District Local Assistance
(3) Original – Local agency files

ATTACHMENT 2
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Back To Query Form

Search Returned 1 Records

Mon Sep 15 08:21:32 PDT 2014

Query Criteria

Firm ID: 40763

District: 07

County: VENTURA

Firm Type: DBE

Firm ID	40763
Firm/DBA Name	STONE CONCEPTS, INC
Address Line1	96 SIX FLAGS CIRCLE
Address Line2	
City	BUELLTON
State	CA
Zip Code1	93427
Zip Code2	
Mailing Address Line1	
Mailing Address Line2	
Mailing City	
Mailing State	
Mailing Zip Code1	
Mailing Zip Code2	
Certification Type	DBE
EMail	stone_concepts@comcast.net
Contact Name	NATHAN STONE
Area Code	(805)
Phone Number	331-4121
Fax Area Code	(805)
Fax Phone Number	688-4131
Agency Name	DEPARTMENT OF TRANSPORTATION
Counties	27; 40; 42; 56;
Districts	05; 07;
DBE NAICS	238110; 238910;
ACDBE NAICS	
Work Codes	C1531 PLANE ASPHALT CONCRETE; C2800 CONCRETE BASE; C4010 PORTLAND CEMENT & CONCRETE PAVEMENT; C5100 CONCRETE STRUCTURE; C5110 CONCRETE SURFACE FINISH;
Licenses	C08 Concrete Contractor;
Trucks	
Gender	M
Ethnicity	NATIVE AMERICAN
Firm Type	DBE

Back To Query Form

Back To Query Form

Search Returned 1 Records

Mon Sep 15 08:22:12 PDT 2014

Query Criteria

Firm ID: 2003

Firm Type: DBE

Firm ID	2003
Firm/DBA Name	SUPER SEAL & STRIPE, INC
Address Line1	310 A STREET
Address Line2	
City	FILLMORE
State	CA
Zip Code1	93015
Zip Code2	
Mailing Address Line1	PO BOX 755
Mailing Address Line2	
Mailing City	FILLMORE
Mailing State	CA
Mailing Zip Code1	93016
Mailing Zip Code2	
Certification Type	DBE
EMail	brenda@supersealandstripe.com
Contact Name	BRENDA HAMPTON-ORTIZ
Area Code	(805)
Phone Number	524-7345
Fax Area Code	(805)
Fax Phone Number	524-7428
Agency Name	CITY OF LOS ANGELES
Counties	19; 30; 33; 36; 37; 40; 42; 56;
Districts	05; 07; 08; 11; 12;
DBE NAICS	237310; 238110; 238120; 238990;
ACDBE NAICS	
Work Codes	C3701 SEAL COAT; C5601 SIGN STRUCTURE; C5620 ROADSIDE SIGN; C8201 OBJECT MARKER; C8405 THERMOPLASTIC TRAFFIC STRIPING & MARKING; C8406 PAINTED TRAFFIC STRIPING & MARKING; C8501 PAVEMENT MARKING; C9906 SANDBLASTING;
Licenses	C32 Parking and Highway Improvement Contractor;
Trucks	
Gender	F
Ethnicity	CAUCASIAN
Firm Type	DBE

Back To Query Form

CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

STONE CONCEPTS, INC

96 SIX FLAGS CIRCLE
BUELLTON, CA 93427

Owner: NATHAN STONE
Business Structure: CORPORATION

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined b the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

* 238110 Poured Concrete Foundation and Structure Contractors

238910 Site Preparation Contractors

Work Category Code(s)

C1531	PLANE ASPHALT CONCRETE	C2800	CONCRETE BASE
C4010	PORTLAND CEMENT & CONCRETE PAVEMI	C5100	CONCRETE STRUCTURE
C5110	CONCRETE SURFACE FINISH		

Licenses

C08 Concrete Contractor

CERTIFYING AGENCY:
DEPARTMENT OF TRANSPORTATION
1823 14TH STREET
SACRAMENTO, CA 95811 0000
(916) 324-1700

UCP Firm Number : 40763

CUCP OFFICER

December 7, 2012

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

ATTACHMENT 2
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DEPARTMENT OF TRANSPORTATION
OFFICE OF BUSINESS AND ECONOMIC OPPORTUNITY
1823 14th STREET
SACRAMENTO, CA 95811
Phone: (916) 324-1700
Fax: (916) 324-1862
TTY: 711

Serious Drought.
Help Save Water!

August 18, 2014

Ms. Brenda Hampton-Ortiz
B & E Supply and Equipment
PO Box 755
Fillmore, CA 93011

Firm Number: 42303

Dear Ms. Brenda Hampton-Ortiz:

Thank you for your interest in the State Women Business Enterprise SWBE Program. The California Department of Transportation (Department) is pleased to advise you that after careful review of your application and supporting documentation, it has determined that your firm meets the eligibility standards for SWBE certification as defined in the Code of Federal Regulations, Title 49, Part 23 (1999 Edition).

Your firm will be listed in the California Department of Transportation SMBE/SWBE database of certified firms under the following specific areas of expertise that you have identified on the application for certification.

NAICS Category Codes	Description
424990	Other Misc. Non-Durable Goods Merchant Wholesalers
425120	Wholesale Trade Agents & Brokers
532299	Other Consumer Goods Rental

Work Category Codes	Description
C1000	Wholesale Broker of Construction Materials
C9999	Broker

Your SWBE certification is good for two years from the date of this letter and applies only for the above codes. Any additions and revisions must be submitted to the Department for review and approval in writing. The regulations also require the certified firm notify the Department if any changes in ownership or control have occurred.

ATTACHMENT 2
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RECEIVED

Firm Number: 42303

Congratulations, and thank you for your continued interest in participating in the SWBE Program. I wish you every business success and look forward to hearing from you if I may be of any assistance to you in this regard.

Sincerely,

JANICE SALAIS
Chief
Certification Unit

ATTACHMENT 2
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INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers.The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. HSIPL-5129(082) Bid Opening Date 9/10/2014

The City Oxnard established a Disadvantaged Business Enterprise (DBE) goal of 4% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
See attached Small Business Exchange GFE documents	

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
See attached Small Business Exchange GFE documents		

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
See Ads & Invitation to Bid	Y	See Bid Schedule		

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

None

Names, addresses and phone numbers of firms selected for the work above:

Super Seal & Stripe, 310 A Street, Fillmore, CA 93016 - 805.524-7345

Stone Concepts Inc., 96 Six Flags Circle, Buellton, CA 93427 - 805-331-4121

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

See attached Small Business Exchange GFE Documents

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

See attached Small Business Exchange GFE docements

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

See attached Small Business Exchange GFE documents

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

See attached Small Business Exchange GFE documents

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

ATTACHMENT 2
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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Taft Electric Company, proposed subcontractor _____, hereby certifies that he has X, has not___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

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

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

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

CITY OF OXNARD
SPECIFICATION NUMBER DS14-10

Public Contract Code Section 10285.1 Statement

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

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

Public Contract Code Section 10162 Questionnaire

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

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

Yes ____ No X

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

Signature of Bidder
James Marsh, President

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CITY OF OXNARD
SPECIFICATION NUMBER DS14-10

Public Contract Code 10232 Statement

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

Signature of Bidder
James Marsh, President

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

ATTACHMENT 2
PAGE 20 OF 31

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

To the CITY of OXNARD
DEPARTMENT OF PUBLIC WORKS.

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE OF BIDDER
James Marsh, President

ATTACHMENT 2
PAGE 21 OF 31

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

N/A

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

SIGNATURE OF BIDDER
James Marsh, President

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

ATTACHMENT 2
PAGE 22 OF 31

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

SIGNATURE OF BIDDER
James Marsh, President

CITY OF OXNARD
SPECIFICATION NUMBER DS14-10

Attachment G Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: [N/A]
- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action: [ ]
- a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type: [ ]
- a. initial
- b. material change

For Material Change Only:
year ____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

[ ] Prime [ ] Subawardee
Tier _____ , if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable_____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$_____ [ ] actual planned

12. Form of Payment (check all that apply):
- [ ] a. cash
- [ ] b. in-kind; specify: nature_____
  value_____

13. Type of Payment (check all that apply)
- [ ] a. retainer
- [ ] b. one-time fee
- [ ] c. commission
- [ ] d. contingent fee
- [ ] e deferred
- [ ] f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes [ ] No [ ]

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.:_____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

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

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

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

ATTACHMENT 2
PAGE 23 OF 31

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

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

BIDDER'S AFFIDAVIT

PROJECT DS14-10- Traffic Signal Modification-Rice Ave. & Latigo Ave.

I depose and say that I am James Marsh, President
(Print or type name and title)

of Taft Electric Company
(Name of Company)

1694 Eastman Ave.,	Ventura	CA	93003
(Address)	(City)	(State)	(Zip Code)

Contractor's Employer Identification Number: 77-0007216

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

Contractor's License No. 772245 FED TAX I.D. # 77-0007216

Classification: A, B & C-10

Contractor's License Expiration Date: 12/31/2015

City of Oxnard Business License Number (Not Required to Bid): 13-00003396

Data Universal Numbering System (D-U-N-S #): 00-583-2415

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.

4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated 9/09/2014 at Ventura, California.

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

(CORPORATE SEAL)

SIGNATURE James Marsh, President

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

CITY OF OXNARD
SPECIFICATION NUMBER DS14-10
BIDDER'S QUESTIONNAIRE

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

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

Contractor Officer's Signature

James Marsh,
President
Title

9/09/2014
Date

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

ATTACHMENT 2
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CITY OF OXNARD
SPECIFICATION NUMBER DS14-10
Fed. Project# HSIPL-5129(082)

CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS

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

Other federal requirements:

_____

_____

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

DECISION NUMBER	REVISION DATE	MOD NUMBER
CA140025	07/25/2014	CA25

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

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

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

THE FOREGOING CERTIFICATE IS FOR:

Taft Electrical Company
FIRM/COMPANY NAME

James Marsh, President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/09/2014
DATE OF EXECUTION

ATTACHMENT 2
PAGE 29 OF 31

CITY OF
OXNARD
CALIFORNIA

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

August 20, 2014

ADDENDUM NO. 1
SPECIFICATION NO. DS14-10
Traffic Signal Modification-Rice Ave. and Latigo Ave.

SCHEDULED BID OPENING DATE: SEPTEMBER 10, 2014

TO ALL BIDDERS OF RECORD

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

A. The following changes/corrections/additions are made to the Bid Documents, B Section, Page B-1:

1. Bid Documents, B Section, Page B-1-The sentence 'Specification Number DS14-10 includes 32 pages of bid documents; the 32 is **deleted** and replaced with **30.**

   The Pages B-25 & B-25A are deleted from the Blue Bid Sheet package.
   Federal funded projects cannot use a Small Local Business Purchasing Preference.

Addendum No. 1
Specification No. DS14-10
Traffic Signal Modification –Rice Ave. and Latigo Ave.

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

1. One (1) page of text
   Bid Sheet –Page B-1 – 1 Page
   Blue Bid Sheet – Page B-1 – 1 Page

Addendum No. 1 Received: Date: 8/21/2014

Taft Electric Company	1694 Eastman AVe
Company	Address of Company
	Ventura , CA 93003
Authorized Signature	City State Zip Code
James Marsh, President	805-642-0121
Name and Title, Typed	Telephone Number, Including Area Code

CITY OF
OXNARD
CALIFORNIA

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

September 2, 2014

ADDENDUM NO. 2
SPECIFICATION NO. DS14-10
TRAFFIC SIGNAL MODIFICATION AT RICE AVE. AND LATIGO AVE.

SCHEDULED BID OPENING DATE: SEPTEMBER 10, 2014

TO ALL PROSPECTIVE BIDDERS / PLAN HOLDERS OF RECORD

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

A. The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:

1. This is a federally funded project and the requirement is to use the latest wage rate determination for all Group / Classifications in effect 10 days prior to bid opening. The current Davis-Bacon General Decision at issuance of this Addendum #2:
   Number -CA140025; Publication Date-08/22/2014; Modification Number -19
   Check & use the latest rates – www.wdol.gov/dba

   State DIR General Prevailing Wage Determinations are to be checked as well @ www.dir.ca.gov/OPRL/pwd/index.htm; use the latest Group/Classification wage rates that apply.

Addendum No. 2
Specification No. DS14-10
Traffic Signal Modification at Rice Ave. and Latigo Ave.

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

1. One (1) page of text

Addendum No. 2 Received: Date: 9/05/2014

Taft Electric Company	1694 Eastman Ave.
Company	Address of Company
	Ventura, CA 93003
Authorized Signature	City State Zip Code
James Marsh, President	805-642-0121
Name and Title, Typed	Telephone Number, Including Area Code

UNITED STATES DEPARTMENT OF LABOR

SEARCH

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Small Business | Anti-Retaliation

Your Establishment search returned 0 results.

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

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

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

Search by:

Establishment	Taft Electric Company	
City	Ventura	
State	California	
Zip		
Year range	2011 2011	
SIC		
NAICS		
TCR		(*ex. range 0.05 to 10.99*)
DART		(*ex. range 0.05 to 10.99*)
DAFWII[1]		(*ex. range 0.05 to 10.99*)

Submit Reset

Explanatory Notes

1. **Scope of the data:** For each data collection cycle, OSHA only collects data from a small portion of all private sector establishments in the United States (80,000 out of 7.5 million total establishments). Therefore, these data are not representative of all businesses and general conclusions pertaining to all US business should not be drawn.

2. **Data quality:** While OSHA takes multiple steps to ensure the data collected is accurate, problems and errors invariably exist for a small percentage of establishments. OSHA does not believe the data for the establishments with the highest rates on this file are accurate in absolute terms. Efforts were made during the collection cycle to correct submission errors, however some remain unresolved. It would be a mistake to say establishments with the highest rates on this file are the "most dangerous" or "worst" establishments in the Nation.

3. **Rate Calculation:** An incidence rate of injuries and illnesses is computed from the following formula: (Number of injuries and illnesses X 200,000) / Employee hours worked = Incidence rate. The TCR includes all cases recorded on the OSHA Form 300 (Column G + Column H + Column I + Column J). The Dart includes cases recorded in Column H + Column I. The DAFWII

ATTACHMENT 3
PAGE 1 OF 2

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

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

Footnotes

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

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

www.OSHA.gov

ATTACHMENT 3
PAGE 2 OF 2

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Taft Electric Company

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening*-	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBER	CLASS
1. Super Seal & Stripe	310 A Street, Fillmore CA, 93016	Stripping	396627	C-32
2. Stone ConceptsInc	96 Six Flags Circle, Buellton, CA 93427	Concrete	900199	C-8
3.				

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

ATTACHMENT 4
PAGE 1 OF 1

REFERENCES

BIDDER'S NAME Taft Electric Company

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

Project Description		
Traffic Signal Modification		
Owner	**Project Location**	
City of Oxnard	Ventura Rd. & Devonshire	
Project Cost	**Project Manager**	**Telephone**
$160,538	Soher Adbelmalik	805-385-7873

Project Description		
Traffic Signal Modification		
Owner	**Project Location**	
City of Oxnard	Ventura Rd. & 9th Street	
Project Cost	**Project Manager**	**Telephone**
$180,055	Soher Adbelmalik	805-385-7873

Project Description		
Traffic Signal Modification		
Owner	**Project Location**	
County of Ventura	Rice Avenue & Wooley Road	
Project Cost	**Project Manager**	**Telephone**
$122,653	Anthony Gallo	805-654-2589

SIGNATURE OF BIDDER

James Marsh, President

BIDDER'S FILE COPY
DO NOT SUBMIT YOUR BID ON THIS FORM

ATTACHMENT 5
PAGE 1 OF 1

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

TRAFFIC SIGNAL MODIFICATION

PROJECT NUMBER DS14-10

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.

August 07, 14, 2014

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

14th day of August 2014

Luis G. Ayala
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number DS14-10 for the Traffic Signal Modification at Rice Ave. and Latigo Ave. Project. The work will consist of modification of the traffic signal at the intersection to provide for a protected left turn phase and related upgrades. The work designated in this specification will require the Contractor to possess a State of California Electrical Contractor's License, Class C-10 to be considered as a prime contractor qualified for award of this project.

Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyReprographics - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of $75.00 plus $20.00 shipping and handling starting on MONDAY, AUGUST 11, 2014. The Plans and Specifications may also be obtained in CD format for $35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 10:30 A.M. on WEDNESDAY, AUGUST 20, 2014. All prospective bidders are urged to attend.

Some or all of this project is funded by FEDERAL funds and all applicable rules must be followed. All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate-when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 10, 2014. Immediately thereafter all

ATTACHMENT 6
PAGE 1 OF 2

Certificate of Publication

Ad # 352666

In Matter of Publication of:

Legal Notice

State of California)
))§
County of Ventura)

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

August 8, 15, 2014

I, Melissa Rose certify under penalty of perjury, that the foregoing is true and correct.

Dated this August 15, 2014; in Camarillo, California, County of Ventura.

MR

Melissa Rose
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number DS14-10 for the Traffic Signal Modification at Rice Ave. and Latigo Ave. Project. The work will consist of modification of the traffic signal at the intersection to provide for a protected left turn phase and related upgrades. The work designated in this specification will require the Contractor to possess a State of California Electrical Contractor's License, Class C-10 to be considered as a prime contractor qualified for award of this project.
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Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 10, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates: 08/08/14, 08/15/14 Ad No.352666

CITY OF OXNARD CALIFORNIA

Meeting Date: 07/08/2014

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

Prepared By Soher Abdelmalik, Traffic Engineering S Agenda Item No. S-4

Reviewed By: City Manager JM City Attorney SDB Finance JC Public Works

DATE: June 19, 2014

TO: City Council

FROM: Matthew Winegar, AICP, Director
Development Services Department

SUBJECT: **Traffic Signal Modifications at the Intersection of Rice Avenue and Latigo Avenue**

RECOMMENDATION

That City Council:

1. Adopt Project Specification No. DS 14-10 for the modification of the existing traffic signal at the intersection of Rice Avenue and Latigo Avenue.

2. Approve the special budget appropriation recognizing the Federal grant funding of $149,400 from the Highway Safety Improvement Program (HSIP), federal pass-thru. funding of $25,000 from Gold Coast, and $20,000 from the Air Pollution Buy Down fund, and transferring existing appropriations of Circulation System Improvement Funds in the amount of $20,655 from the Traffic Victoria Avenue Sidewalk project as local match to Rice Avenue/Latigo Avenue (Project No. 143103).

DISCUSSION

In 2012, the City applied for and received Federal Grant Funds in the amount of $166,500 from the Highway Safety Improvement Program (HSIP) for the modification of the existing traffic signal at the intersection of Rice Avenue and Latigo Avenue. At that time, $17,100 of the grant and matching funds of $18,500 from Circulation System Improvement Funds were appropriated. The project, when completed, will provide a dedicated left turn phasing in all directions. The modifications will eliminate right of way conflict between left turning and opposing through traffic. The project will also provide bicycle detection loops and Emergency Vehicles detection system to enhance the safety of the bicycle riders and reduce the emergency vehicles response time, it will modify the existing access ramps to be

ATTACHMENT 7
PAGE 1 OF 2

compatible with the new American With Disability Act (ADA) requirements, and it will install new crosswalks and new pedestrian signal with countdown devices and pedestrians push buttons.

FINANCIAL IMPACT

The total estimated cost of this project is $250,665, which includes $166,500 of Federal grant funding, $25,000 Federal pass-thru from Gold Coast, $20,000 of Air Pollution Buy Down fund, and $39,155 of the Circulation System Improvement Funds. These amounts include the $17,100 of the federal grant funding and the $18,500 the Circulation System Improvement Funds previously appropriated to the project for the preliminary engineering and design phases. This recommendation appropriates the remaining funds required to construct the project.

MGW/SA

Attachment #1 – Special Budget Appropriation

ATTACHMENT 7
PAGE 2 OF 2

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/2014

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

Prepared By: Cynthia Daniels CD Agenda Item No. S-6

Reviewed By: City Manager [illegible] City Attorney JAB Finance [illegible] Other

DATE: November 4, 2014

TO: City Council

FROM: Matthew Winegar, Director
Development Services Department

SUBJECT: **Request for Cooperative Work Agreement with the California Department of Finance (DOF) for Time Extension for Funding for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the request for a time extension to June 30, 2017 as a cooperative work agreement (CWA) with the California Department of Finance (DOF) in the amount of $27,971 for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101.

DISCUSSION

The current total project budget for Rice/Highway 101 interchange is $80.3 million including $490,000 in federal funding for the interchange construction awarded during the federal fiscal year (FFY) 2009-2010 (Attachment 1). While most of these funds have been expended, the remaining unexpended balance is subject to lapsing on June 30, 2015 unless the project is completed or if a CWA time extension is granted by the State of California. The grant reimbursements are processed through the State, however, the current State budget authority required to make these reimbursements lapses on June 30, 2015. Although the physical construction is 99.9 percent complete (the contractor is finishing punch list items), the project paperwork to close the project will not be completed prior to that date, and the City is in danger of losing the funds. Section 16304.3 of the Government Code authorizes the DOF to extend State budget authority on federal funding passed through California for a maximum of 8 years from the original year of appropriation.

Staff is recommending the City request a CWA (Attachment 2) for the maximum time extension of two years, to June 30, 2017. Although it is identified by DOF as an agreement, the CWA is not a traditional agreement. The CWA is a document explaining why the City requests a time extension for the funding until June 30, 2017. The requirement for a CWA is included in agreements between the California Department of Transportation (Caltrans) and the City when federal-aid highway funds are granted to the City (Agreement A-7388). A time extension will preserve the remaining funding until the project is

completed. The City Council authorized a CWA for other lapsing Rice/101 federal grant funds in October 2013 and January 2014.

FINANCIAL IMPACT

The recommended time extension is necessary to insure that the City will be reimbursed for the remaining unexpended grant. Failure to receive this extension will have an impact on other City funds including the General Fund.

CD

Attachment #1 - Table 1 of Federal-Aid Highway Funds Received and CWA Requested for Rice/101
#2 - Cooperative Work Agreement
#3 - Reason for Delay Codes for Cooperative Work Agreement Requests

TABLE 1

Federal-Aid Highway Funds Received and CWA[1] Requested for Rice/101

Federal-Aid Highway Grant by Number	Phase	Federal-Aid Highway Amount	CWA Encumbrance	Unliquidated Balance
STPL 5129(012)*	Construction	$18,781,514.01	$996,154.00 $7,305,121.00	$996,154.00 $6,580,592.84
HPLUL 5129(051)**	Construction	$2,375,736.00	$2,375,736.00	$1,611,941.00
HPLUL 5129(056)*	Construction	$3,383,624.00	$2,740,309.00	$2,692,943.18
TILUL 5129(057)*	Construction	$350,000.00	$354,596.56	$310,589.83
HPLUL 5129(063)	Construction	$490,000.00	$462,029.00	27,971.00
Total		$25,380,874.01	$14,233,945.56	$12,220,191.85

*The City previously requested CWAs for STPL 5129(012), HPLUL 5129(056) and TILUL 5129(057) in October 2013.
**The City previously requested a CWA for HPLUL 5129(051) in January 2014.

[1] CWA: Cooperative Work Agreement

ATTACHMENT 1
PAGE 1 OF 1

2009-10 District 7 Projects Lapsing on June 30, 2015

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
District	Agency	Work Performed and Location	Federal Project #	Project Code	Phase Code	Fund Description	Encumbrance Amount	Reimbursed	Unliquidated Balance	TUF Lapse Date	Requesting CWA (Yes/No)?	Delay Code	Reason for Delay	Obstacles to Future Completion
07	Oxnard	Construct I/C improvements on Rice Ave/Santa Clara Ave at Hwy 101.	HPLUL-5129(063)	0700020269	S	Federal Lump Sum - 0890	$ 490,000	$ 462,029	$ 27,971	N/A	Yes	2	Construction delayed by utility relocation. Design errors required relocation of water and sewer lines during construction. Landscaping contractor went out of business, prime contractor further delayed completion of project. Contractor has been assessed liquidated damages for delay in project completion. Construction expected to be complete by June 30, 2015. Construction started February 2010. Original finish date May 2012. The contractor is behind schedule at least 382 calendar days.	Construction contractor must complete the work.

Note: Encumbrances will lapse based on the earlier date of the CTC Deadline (Timely Use of Funds) or Reversion Date. Encumbrances cannot receive an extension after June 30, 2017, and funds will lapse at that point. To learn more about CTC time extensions, please reference Section 66 of the STIP Guidelines: http://www.catc.ca.gov/programs/STIP/2014_STIP/2014_STIP_Guid

Signature of Approving Agency's Board or Council: _____

Print Name: Tim Flynn, Mayor

Date: November 18, 2014

ATTACHMENT 2
PAGE 1 OF 2

16	17	18
Consequences if CWA is not approved	Date Funding will be liquidated if CWA approved	Contact Name, Number, and E-mail
The City will have to replace the funds from its sources, which impacts other city projects that cannot go forward because the funding will have been moved to Rice/101. It would be a hardship on the City to lose this funding.	6/30/2017	Cynthia Daniels (805) 385-7871 Cynthia.daniels@ci.oxnard.ca.us

ATTACHMENT 2
PAGE 2 OF 2

Reason for Delay Codes
For Cooperative Work Agreement Requests

Delay Code	Description
1	Design
2	Right of Way and Utility Relocation
3	Indirect Cost Proposal Not Approved
4	Environmental
5	Audit Review Pending
6	Litigation
7	Review Time - External Agencies
8	Contract Dispute
9	Other

ATTACHMENT 3
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/14

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

Prepared By: James Williams, Fire Chief JW Agenda Item No. S-7

Reviewed By: City Manager _____ City Attorney _____ Finance _____ Other *(Specify)*

DATE: November 5, 2014

TO: City Council

FROM: James A. Williams, Fire Chief
Fire Department

SUBJECT: **Authorization to Submit Two Grant Applications to the Federal Emergency Management Agency for $535,000 in Assistance to Firefighters Grants (AFG) Program Funds**

RECOMMENDATION

That City Council adopt a resolution authorizing:

1. The City Manager to submit two grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of $535,000;

2. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;

3. The Chief Financial Officer to appropriate the grant funds and perform all other required financial actions;

4. The Fire Chief or designee to submit non-financial reports.

DISCUSSION

Fire Departments are eligible to apply to the FEMA Assistance to Firefighter Grants program to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on an annual basis. The City of Oxnard is eligible to submit grant applications to FEMA for consideration of federal funds for $535,000. The grant funds will provide for a Light & Air vehicle and Swift Water training, if awarded.

The Light & Air vehicle grant application is for $450,000 and would provide funds to purchase an emergency response vehicle capable of providing breathing air to fill self-contained breathing apparatus tanks and dive tanks as well as provide lighting at the scene of an incident. This vehicle will not only serve the Fire Department but will be available as a resource Citywide. This vehicle would replace a

2002 Fire Department vehicle with approximately 157,000 miles. This grant application is agency specific to the Oxnard Fire Department. There is a matching funds requirement of 10% ($45,000), if awarded.

The Swift Water training grant application is for $85,000 and will provide training for Fire Department members in the area of Urban Search and Rescue (USAR). Swift Water rescue is one component of the USAR program that has not been fully developed. This grant application is specific to the Oxnard Fire Department. There is a matching funds requirement of 10% ($8,500), if awarded.

In addition, the City of Oxnard Fire Department has an opportunity to participate as a regional partner in grants that are being applied for by the City of Ventura and Ventura County Fire Departments. These grants are the Regional Hazardous Materials and the Firefighter Survivability training grants. The economic benefit to Oxnard is $147,500 and the grants require matching funds of ($12,000) for the Hazmat Training and ($2,750) for the Firefighter Survivability training. For this current grant application period the City of Oxnard will potentially receive funds in the amount of $682,500 if all grants are awarded.

FINANCIAL IMPACT

There is a matching funds requirement of 10% for each of the grants, if awarded. Total matching funds for all of the grant applications would be $68,250. Upon grant award, The Fire Department would provide the matching funds ($45,000) for the Light & Air vehicle from Fire Suppression Operating Shop / Field (account 101-2201-802.81-34). The remaining matching funds ($23,250) for the Swift Water training, Hazardous Materials, and Firefighter Survivability training would be from Joint Apprenticeship Committee (JAC) funds. The grants, if awarded, would be funded in FY 2015/2016.

Attachment No. 1 – Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of two grant applications to the Federal Emergency Management Agency (FEMA) for $535,000 in Assistance to Firefighter grant funds to be used for a Light & Air emergency response vehicle and Swift Water training for Fire Department personnel;

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of two grant applications by the City Manager for a Light & Air emergency response vehicle and Swift Water training. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

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

AYES:

NOES:

ABSENTS:

_____
Timothy Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, Interim City Attorney

Attachment #1
Page 1of 1

CITY OF OXNARD CALIFORNIA

Meeting Date: 11 / 18 / 14

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

Prepared By: Patricia Friend Agenda Item No. S-8

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: October 21, 2014

TO: City Council

FROM: Michael Henderson, General Services Director

SUBJECT: **Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7725) for PW13-18-Nyeland Acres 12-inch Waterline Loop**

RECOMMENDATION

That City Council

1) Award contract A-7725 to the lowest responsible and responsive bidder, J & H Engineering General Contractors, Inc. in the amount of $241,780 for PW13-18 Nyeland Acres 12-inch Waterline Loop, and authorize the purchasing agent to execute the contract upon receipt of final documents.

2) Approve a Budget Appropriation in the amount of $280,000 from Water Enterprise Fund.

DISCUSSION

On July 22, 2014, City Council approved project plans and specifications and for staff to solicit bids. The project bid was first advertised on August 21, 2014 and the bid window opened to the public on August 25, 2014. The bid window closed on September 24, 2014 and the City received six (6) bids and they ranged from a low of $241,780 to a high of $821,520.

Based on a review of all bid documentation received including checks of required licenses, Occupational Safety & health Administration (OSHA) web site, records for debarment, and any labor compliance issues, the bid received from J & H Engineering General Contractors, Inc. has been found to be the responsible and responsive low bid.

FINANCIAL IMPACT

The total cost of this project is estimated to be $280,000. The recommended budget appropriation is from available (unappropriated) Water Enterprise Fund balance of $22.3 million.

MH/pcf

Attachment #1 - Tabulation of Bids
#2 – Dept. Approval to Award
#3 - Bid Package – Toro Enterprises
#4 - OSHA Report
#5 – Subcontractors
#6 - References
#7 – Certificate of Publication-Public Notice
#8 - Staff Report –Council Approval to Bid
#9 – Budget Appropriation

PW13-18-Nyeland Acres 12-inch Waterline Loop

Owner: City of Oxnard

Bid Opening: 09/24/14 — * marks an allowance

					J&H Engineering		**Cal Prime Inc.**		**Sam Hill and Sons Inc**		**Blois Construction, Inc.**		**Toro Enterprises, Inc.**		**John Madonna Construction Co**	
					4022 Camino Rancho Unit B Camarillo, CA 93012 US **Bidder Status:** Valid		10101 Michele Ave Bakersfield, CA 93312 US **Bidder Status:** Valid		2627 Beene Road Ventura, CA 93003 US **Bidder Status:** Valid		3201 Sturgis Road Oxnard, CA 93030 US **Bidder Status:** Valid		2101 E Ventura Blvd Oxnard, CA 93036 US **Bidder Status:** Valid		P O Box 5310 San Luis Obispo, CA 93403 **Bidder Status:** Valid	
PW13-18- Nyeland Acres 12-inch Waterline Loop					**Bidder #1**		**#2**		**#3**		**#4**		**#5**		**#6**	
Item #	*Item Code*	*Item Description*	*Quantity*	*Unit of Measure*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*	*Unit Price*	*Item Total*
1	1101-2	MOBILIZATION AND DEMOBILIZATION	1	LS	$15,000.00	$15,000.00	$6,000.00	$6,000.00	$20,000.00	$20,000.00	$16,283.00	$16,283.00	$31,700.00	$31,700.00	$100,000.00	$100,000.00
2	1505-3	TRAFFIC CONTROL AND PUBLIC CONVENIENCE AND SAFETY	1	LS	$20,000.00	$20,000.00	$2,277.00	$2,277.00	$9,950.00	$9,950.00	$96,654.00	$96,654.00	$42,800.00	$42,800.00	$98,000.00	$98,000.00
3	1800-3	STORM WATER POLLUTION PREVENTION PLAN	1	LS	$2,400.00	$2,400.00	$1,000.00	$1,000.00	$3,230.00	$3,230.00	$2,795.00	$2,795.00	$9,000.00	$9,000.00	$5,000.00	$5,000.00
4	1407-3	FURNISH AND INSTALL COMPLETE 12-INCH PVC C900 CLASS 235 DR-18 -OPEN CUT	225	LF	$140.00	$31,500.00	$413.00	$92,925.00	$240.00	$54,000.00	$196.00	$44,100.00	$273.00	$61,425.00	$190.00	$42,750.00
5	1904-5	FURNISH AND INSTALL COMPLETE 24-INCH STEEL CASING, ½-INCH THICK -JACK & BORE	207	LF	$600.00	$124,200.00	$575.00	$119,025.00	$895.00	$185,265.00	$891.00	$184,437.00	$1,050.00	$217,350.00	$950.00	$196,650.00
6	1407-3	CONNECTION OF 12-INCH PVC TO EXIST 12-INCH PVC	1	LS	$3,400.00	$3,400.00	$5,200.00	$5,200.00	$4,700.00	$4,700.00	$2,225.00	$2,225.00	$2,650.00	$2,650.00	$16,000.00	$16,000.00
7	1407-3	CONNECTION OF 12-INCH PVC TO EXIST 16-INCH CMLC STEEL PIPE	1	LS	$7,300.00	$7,300.00	$8,475.00	$8,475.00	$8,020.00	$8,020.00	$5,946.00	$5,946.00	$6,940.00	$6,940.00	$8,500.00	$8,500.00
8	1409-5	FURNISH AND INSTALL COMPLETE 12-INCH RS GATE VALVE	2	EA	$3,400.00	$6,800.00	$4,250.00	$8,500.00	$5,960.00	$11,920.00	$3,332.00	$6,664.00	$3,200.00	$6,400.00	$4,500.00	$9,000.00
9	1414-2	FURNISH AND INSTALL 4-INCH BLOW-OFF	1	EA	$6,400.00	$6,400.00	$7,800.00	$7,800.00	$5,880.00	$5,880.00	$7,041.00	$7,041.00	$8,800.00	$8,800.00	$8,500.00	$8,500.00
10	1414-2	FURNISH AND INSTALL COMPLETE 2-INCH COMBINATION AIR VACUUM -AIR RELEASE VALVE	1	EA	$3,600.00	$3,600.00	$3,725.00	$3,725.00	$5,360.00	$5,360.00	$5,857.00	$5,857.00	$8,300.00	$8,300.00	$6,500.00	$6,500.00
11	1407-3	REMOVE AND REPLACE 6-INCH PVC WATERLINE	20	LF	$52.00	$1,040.00	$75.00	$1,500.00	$98.00	$1,960.00	$297.00	$5,940.00	$197.00	$3,940.00	$190.00	$3,800.00
12	1207-4	**REMOVE AND REPLACE 12-INCH PVC SEWER LINE** - TO BE INSTALLED -AS REQUIRED PER ENGINEER'S DIRECTION	1	LS	$1,200.00	$1,200.00	$1,200.00	$1,200.00	$1,350.00	$1,350.00	$3,066.00	$3,066.00	$2,400.00	$2,400.00	$65,000.00	$65,000.00
13	1901-3	DEWATERING	1	LS	$5,000.00	$5,000.00	$1,400.00	$1,400.00	$13,000.00	$13,000.00	$8,174.00	$8,174.00	$6,200.00	$6,200.00	$210,000.00	$210,000.00
14	1902-3	TRENCH SAFETY	1	LS	$5,500.00	$5,500.00	$5,800.00	$5,800.00	$9,870.00	$9,870.00	$26,927.00	$26,927.00	$6,730.00	$6,730.00	$35,900.00	$35,900.00
15	1903-4	**TRENCH STABILIZATION** - TO BE INSTALLED -AS REQUIRED PER ENGINEER'S DIRECTION	76	TN	$65.00	$4,940.00	$33.00	$2,508.00	$83.00	$6,308.00	$68.00	$5,168.00	$70.00	$5,320.00	$170.00	$12,920.00
16	1192-3	MISCELLANEOUS WORK AND EXISTING FACILITIES	1	LS	$3,500.00	$3,500.00	$1,520.00	$1,520.00	$33,900.00	$33,900.00	$495.00	$495.00	$2,400.00	$2,400.00	$3,000.00	$3,000.00
Bid List Total						**$241,780.00**		**$268,855.00**		**$374,713.00**		**$421,772.00**		**$422,355.00**		**$821,520.00**
				Total Bid Amount		**$241,780.00**		**$268,855.00**		**$374,713.00**		**$421,772.00**		**$422,355.00**		**$821,520.00**
				Listed Subs	**Ayala Boring Inc.** 10150 Poplar Ave Fontana, CA 92335 **WM Surveys, Inc.** 2747 Sherwin Ave #12 Ventura, CA 93005		**Inc.** 28348 Constellation Rd Santa Clarita, CA 91355		**Benner & Carpenter** 506 E Main St Santa Paula, CA 93060 **Sue Corp.** 14728 Biola Ave La Mirada, CA 90638		**Ayala Boring Inc.** 10150 Poplar Ave Fontana, CA 92335 **Benner & Carpenter** 506 E Main St Santa Paula, CA 93060		**Ayala Boring Inc.** 10150 Poplar Ave Fontana, CA 92335 **Benner & Carpenter** 506 E Main St Santa Paula, CA 93060		**Pacific Boring** PO Box 727 Caruthers, CA 93609	

ATTACHMENT 1 PAGE 1 OF 1

ATTACHMENT 1 PAGE 1 OF 1

General Services
Procurement and Project Management
1060 Pacific Ave., Bldg. 3, Oxnard, CA 93030
Phone: 805-385-7821 Fax: 805-385-8360

CITY OF OXNARD CALIFORNIA

MEMO

September 30, 2014

TO: Lou Balderrama, City Engineer
Raymond Williams, Project Manager

FROM: Patricia Friend, GS Contract Procurement

SUBJECT: **Recommendation of Award**
Specification Number PW13-18
Nyeland Acres 12-inch Waterline Loop

Six (6) bids were received on September 24, 2014, ranging from $241,780.00 to $821,520.00 (Attachment No. 1). Contract Procurement staff reviewed the bids and determined that the bid submitted by J & H Engineering General Contractors, Inc. is the lowest, responsible and responsive bid. Therefore, it is recommended that the contract for the Nyeland Acres 12-inch Waterline Loop Project be awarded to J & H Engineering General Contractors, Inc. in the amount of $241,780.00. Pages B-5 and B-6 (Subcontractors Information) and B-7 (References) are also attached for your review.

Funds in the amount of $241,780.00 need to be made available in Capital Improvement Account _____ (Project #_____) – *Please provide this information.*

If you concur with the award of this contract as recommended, please sign at the bottom of this memo and return it to Contract Procurement. We also need a revised estimate on the attached Capital Improvement Project Estimate (Attachment No. 2). Please have any necessary funding adjustments made so that Contract Procurement can verify that sufficient funds are available to complete this project.

Concur with Award: Rob Roshanian: _____
Interim Public Works Director
Lou Balderrama: _____
City Engineer

Attachment No. 1 – Tabulation of Bids
Attachment No. 2 – Project Cost Estimate

ATTACHMENT 2
PAGE 1 OF 2

CCRC
REVIEWED
10/7/14

Contract Compliance Review Committee

Item Submission Form

Item Type	Original Agreement	Select Item Type from drop-down list
Agreement Number	A-7725	
N/A	PW13-18	
Expiration Date	10/30/2015	
Title / Purpose	Nyeland Acres 12-inch Waterline Loop	
Vendor	J & H Engineering General Contactors, Inc.	
Department	Utility Water / Procurement	
Project Manager	Pat Friend	
Telephone	7821	
Project Description	Public Bid for PW13-18 -Nyeland Acres 12-inch Waterline Loop Project -CCRC approval to take low responsible responsive bid package to City Council for their approval for Staff to issue and execute a contact to Toro Enterprises, Inc. - Council Meeting Date - 10/28/2014	
Description of Selection Process	Council approval to conduct a public bid was obtained on 07/22/2014; A public bid process was conducted with first advertisement on 08/21/14 and the public bid window was from 08/25/14 to 09/24/14. Bids opened on 09/24/14 and the City received 6 bids. They ranged from low of $241,780.00 to high $821,520.00	
N/A		Not Applicable to this Item Type
Agreement Value	$ 241,780.00	Enter the value of this Agreement
N/A		Not Applicable to this Item Type
Funding Source(s)	ABA - 601-6010-843-8606 -Wtr. Operating Fund	
P.O. / Req. Number	1788	

CITY OF OXNARD CALIFORNIA

ATTACHMENT 2
PAGE 2 OF 2

CITY OF OXNARD
SPECIFICATION NUMBER PW13-18

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – Nyeland Acres 12-inch Waterline Loop

BRIEF DESCRIPTION OF PROJECT: The project consists of installation of 432 linear feet of 12-inch diameter PVC pipe for main waterline joining the existing 12-inch PVC line along Ventura Blvd. and connecting to the 16-inch waterline across Route 101. The work includes installation of 207 linear feet of 24-inch steel casing under the Route 101 Freeway using jack & bore method and restoration of asphalt concrete pavement along the pipeline alignment.

Specification Number PW13-18 includes 14 pages of bid documents. Drawing No. 13-10A includes 6 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 90 working days. Liquidated damages will be assessed at $1,000.00 per calendar day.

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

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

Name J & H Engineering General Contractors, Inc.

Physical Address 4022 Camino Ranchero, Unit B; Camarillo, CA 93012

Mailing Address 4022 Camino Ranchero, Unit B; Camarillo, CA 93012

City Camarillo State CA Zip Code 93012

Telephone No. (805) 987-8414 Fax No. (805) 987-5810

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

ATTACHMENT 3
PAGE 1 OF 12

PROJECT OVERVIEW

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

DESCRIPTION

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; furnish and install complete 12-inch PVC C900 CL 235(DR-18); furnish and install complete 24-inch steel casing using Jack & Bore construction method; connection of 12-inch PVC to exist 12-inch PVC; connection of 12-inch PVC to exist 16-inch DIP; furnish and install complete 12-inch RS gate valve as shown on drawings; furnish and install complete 4-inch blow-off as shown on drawings; furnish and install complete 2-inch combination air vacuum/air release valve as shown on drawings; remove & replace 6-inch PVC waterline; remove & replace 12-inch PVC sewerline; trench stabilization; trench safety; dewatering; miscellaneous work and existing facilities; and all incidental and appurtenant improvements and restorations specified on the Plans and herein these Special Provisions.

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

CITY OF OXNARD
SPECIFICATION NUMBER PW13-18

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME J & H Engineering General Contractors, Inc.

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
1	Mobilization/Demobilization	1101-2	LS	1	15000.00	$ 15,000.00
2	Traffic Control And Public Convenience And Safety	1505-3	LS	1	20000.00	20,000.00
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	2400.00	2,400.00
4	Furnish And Install Complete 12-Inch PVC C900 Class 235 DR-18 (Open-Cut)	1407-3	LF	225	140.00	31,500.00
5	Furnish And Install Complete 24-Inch Steel Casing, ½" Thick (Jack & Bore)	1904-5	LF	207	600.00	124,200.00
6	Connection of 12-Inch PVC To Exist 12-Inch PVC	1407-3	LS	1	3400.00	3,400.00
7	Connection of 12-Inch PVC To Exist 16-Inch CMLC Steel Pipe	1407-3	LS	1	7300.00	7,300.00
8	Furnish And Install Complete 12-Inch RS Gate Valve	1409-5	EA	2	3400.00	6,800.00
9	Furnish And Install 4-Inch Blow-off	1414-2	EA	1	6400.00	6,400.00
10	Furnish And Install Complete 2-Inch Combination Air Vacuum/Air Release Valve	1414-2	EA	1	3600.00	3,600.00
11	Remove And Replace 6-Inch PVC Waterline	1407-3	LF	20	52.00	1,040.00
12	**Remove And Replace 12-Inch PVC Sewer Line***	1207-4	LS	1	1200.00	1,200.00
13	Dewatering	1901-3	LS	1	5000.00	5,000.00
14	Trench Safety	1902-3	LS	1	5500.00	5,500.00
15	**Trench Stabilization***	1903-4	TON	76	65.00	4,940.00
16	Miscellaneous Work And Existing Facilities	1192-3	LS	1	3500.00	3,500.00
	GRAND TOTAL					$ 241,780.00

***To be installed "As Required", Per Engineer's direction**

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

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - $ 241,780.00

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

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

The following addenda are acknowledged and attached:

NO.	DATED	NO.	DATED
1	9/15/14		

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

DATED 9-24-14 AT Camarillo, CA

COMPANY NAME J & H Engineering General Contractors, Inc.

SIGNATURE [signature] TITLE Secretary
(Sole Owner, Partner, Corporate Officer)*

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

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

REFERENCES

BIDDER'S NAME J & H Engineering General Contractors, Inc.

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

Project Description		
Water Systems Improvements Project		
Owner	**Project Location**	
City of Thousand Oaks	Water Systems Improvements, various City locations	
Project Cost	**Project Manager**	**Telephone**
$775,000.00	Brad Bussell, Assoc. Civil Eng.	(805) 449-2423

Project Description		
Santa Ana LIft Station Force Main Rehabilitation Project		
Owner	**Project Location**	
Ojai Valley Sanitary District	Ojai, CA	
Project Cost	**Project Manager**	**Telephone**
$206,869.00	Jon Turner, Engineer	(805) 646-5548

Project Description		
Valve & Hydrant Replacement		
Owner	**Project Location**	
Ventura River Water District	Ojai, CA	
Project Cost	**Project Manager**	**Telephone**
$102,394.00	Bert Rapp, General Manager	(805) 646-3403

Sandra Janotta

SIGNATURE OF BIDDER

Sandra Janotta, Secretary

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

ATTACHMENT 3
PAGE 5 OF 10

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATION

BIDDER'S NAME J & H Engineering General Contractors, Inc.

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

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

   Yes _____ No X

2. If yes, explain the circumstances.

_____

_____

_____

_____

_____

_____

_____

Sandra Janotta

SIGNATURE OF BIDDER

Sandra Janotta, Secretary

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

ATTACHMENT 3
PAGE 6 OF 10

BIDDER'S AFFIDAVIT

PROJECT Nyeland Acres 12 inch Waterline Loop

I depose and say that I am Sandra Janotta, Secretary
(Print or type name and title)
of J & H Engineering General Contractors, Inc.
(Name of Company)
4022 Camino Ranchero, Unit B (Address) Camarillo (City) CA (State) 93012 (Zip Code)

Contractor's Employer Identification Number: 317-2784-5

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

Contractor's License No. 630708 FED TAX I.D. # 77-0293394

Classification: A,B

Contractor's License Expiration Date: 10/31/15

City of Oxnard Business License Number(Not Required to Bid): 15-00008624

Data Universal Numbering System (D-U-N-S #): 14-801-0051

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.

2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.

3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.

4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated SEPT. 24, 2014 at CAMARILLO, California.

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

(CORPORATE SEAL)

Sandra Janotta
SIGNATURE

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

CITY OF OXNARD
SPECIFICATION NUMBER PW13-18
BIDDER'S QUESTIONNAIRE

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

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

Contractor Officer's Signature:

Sandra Janotta

Sandra Janotta Title Secretary

SEPT. 24, 2014
Date

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

ATTACHMENT 3
PAGE 8 OF 10

CITY OF OXNARD CALIFORNIA

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

September 15, 2014

ADDENDUM NO. 1
SPECIFICATION NO. PW13-18
NYELAND ACRES 12-INCH WATERLINE LOOP

SCHEDULED BID OPENING DATE:

TO ALL BIDDERS OF RECORD

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

A. **The following clarification is made to the Instruction to Bidders and Bid Documents: Bidder's are to check the current CA General Prevailing Wage Determinations 2014-2 Statewide Basic Trade Journeyman Rates to ensure use of the latest applicable wage rates for the labor Group / Classification to be used for work on this project. www.dir.ca.gov/OPRL/pwd/Statewide**

B. **The following changes/corrections/additions are made to the Technical Specifications:**

1. Special Provisions, F Section, Pages F-87 & F-88, **ARTICLE 1505-2- Traffic Control Work To Be Accomplished, Paragraph #3 -REVISED; Paragraph #6 is ADDED** to the Specification and Copy is attached with Addendum.

Addendum No. 1
Specification No. PW13-18
Nyeland Acres 12-inch Waterline Loop

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

1. Two (2) pages of text
F Section, Articles 1505-2 – Page F-87 & F-88 -2 Pages

ATTACHMENT 3
PAGE 9 OF 10

Addendum No. 1 Received: Date: Sept. 15, 2014

J & H Engineering General Contractors, Inc.	4022 CAmino Ranchero, Unit B
Company	Address of Company
Sandra Janotta	Camarillo, CA 93012
Authorized Signature	City State Zip Code
Sandra Janotta, Secretary	(805) 987-8414
Name and Title, Typed	Telephone Number, Including Area Code

ATTACHMENT 3
PAGE 10 OF 10

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Can't find it?
Wildcard use %
Basic Establishment Search Instructions
Advanced Search Syntax

⚠ **Note:** Please read important information below regarding interpreting search results before using.

Your Establishment search returned 0 results.

Establishment J & H Engineering General Contractors

State California | Fed & State

OSHA Office All Offices

Case Status ◉ All ○ Closed ○ Open

Violation Status ◉ All ○ With Violations ○ Without Violations

Inspection Date

Start Date April | 4 | 2009

End Date September | 29 | 2014

Submit Reset

NOTE TO USERS

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

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

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

ATTACHMENT 4
PAGE 1 OF 1

SUBCONTRACTORS INFORMATION

BIDDER'S NAME J & H Engineering General Contractors, Inc.

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

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

B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must *be provided* now or via *fax (805 385-8360)* within 24 hours *of bid opening*-	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OFWORK	NUMBER	CLASS
1. WM Surveys, Inc.	2747 Sherwin Ave., #12 Ventura, CA 93005	Surveying	5948	LS
2. ~~Pacific Boring~~ MB AYALA BORING	~~P.O. Box 727~~ MB. 10150 POPLAR AVE FONTANA, CA 92335	Boring	388577	A, D09
3.				

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

ATTACHMENT 5
PAGE 1 OF 1

REFERENCES

BIDDER'S NAME J & H Engineering General Contractors, Inc.

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

Project Description		
Water Systems Improvements Project		
Owner	**Project Location**	
City of Thousand Oaks	Water Systems Improvements, various City locations	
Project Cost	**Project Manager**	**Telephone**
$775,000.00	Brad Bussell, Assoc. Civil Eng.	(805) 449-2423

Project Description		
Santa Ana LIft Station Force Main Rehabilitation Project		
Owner	**Project Location**	
Ojai Valley Sanitary District	Ojai, CA	
Project Cost	**Project Manager**	**Telephone**
$206,869.00	Jon Turner, Engineer	(805) 646-5548

Project Description		
Valve & Hydrant Replacement		
Owner	**Project Location**	
Ventura River Water District	Ojai, CA	
Project Cost	**Project Manager**	**Telephone**
$102,394.00	Bert Rapp, General Manager	(805) 646-3403

Sandra Janotta
SIGNATURE OF BIDDER
Sandra Janotta, Secretary

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

ATTACHMENT 6
PAGE 1 OF 1

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE TO BIDDERS

PROJECT SPECIFICATION NUMBER PW13-18 NYELAND ACRES 12-INCH WATERLINE LOOP PROJECT

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.

August 21, 28, 2014

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

28th day of August 2014

Luis A. Ayala
(Signature)

ATTACHMENT 7
PAGE 1 OF 2

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW13-18 for the Nyeland Acres 12-inch Waterline Loop Project. The project consists of installation of 432 linear feet of 12-inch diameter PVC pipe for main waterline joining the existing 12-inch PVC line along Ventura Blvd. and connecting to the 16-inch waterline across Route 101. The work includes installation of 207 LF of 24-inch steel casing under the Route 101 Freeway using jack & bore method and restoration of asphalt concrete pavement along the pipeline alignment. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyreprographics.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of $75.00 plus $25.00 shipping and handling starting on MONDAY, AUGUST 25, 2014. CyberCopy will provide the Plans and Specifications in electronic medium format-CD's for a non-refundable fee of $35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, SEPTEMBER 3, 2014. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate-when required, shall be used. The current determinations are included in the specifications but any change to applicable wage rates in effect 10 days prior to bid open must be the ones used. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 24, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Procurement Agent in the Council Chambers, 305

Certificate of Publication

Ad # 353395

In Matter of Publication of:

Legal Notice

State of California)
))§
County of Ventura)

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

August 22, 2014

I, Melissa Rose certify under penalty of perjury, that the foregoing is true and correct.

Dated this August 22, 2014; in Camarillo, California, County of Ventura.

MR

Melissa Rose
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW13-18 for the Nyeland Acres 12-inch Waterline Loop Project. The work will consist of installation of 432 linear feet of 12-inch PVC main waterline along Ventura Blvd. and connecting to the 16-inch waterline across Route 101; and installation of 207 linear feet of 24-inch steel casing under Route 101 Freeway using jack & bore method. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. Per City policy no engineer's construction estimate is provided for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopy - www.cybercopyreprographics.com, or phone (805) 642-3292, fax (805) 715-1535 for a non-refundable fee of $75.00 plus $20.00 shipping and handling starting on MONDAY, AUGUST 18, 2014. CyberCopy will provide the Plans and Specifications in electronic medium format-CD's for a non-refundable fee of $35.00 including shipping and handling. For further bid information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, SEPTEMBER 3, 2014. All prospective bidders are urged to attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate when required, shall be used. The current determinations are included in the specifications but any change to applicable wage rates in effect 10 days prior to bid open must be the ones used. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided as part of the bid package and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 24, 2014. Immediately thereafter all bids shall be publicly opened by the City Clerk and Procurement Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES - 805-385-7821.

Ad Dates 08/22/14 Ad No.353395

ATTACHMENT 7
PAGE 2 OF 2

CITY OF OXNARD CALIFORNIA

Meeting Date: 07/22/14

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

Prepared By: Lou Balderrama, City Engineer Agenda Item No. S-10

Reviewed By: City Manager City Attorney Finance Public Works

DATE: July 9, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **PW13-18 Nyeland Acres 12-Inch Waterline Loop Project**

RECOMMENDATION

That City Council approve Project Specification No. PW13-18 for the installation of 12-inch diameter water line crossing under State Highway 101 between Del Norte Boulevard and Rice Avenue and authorize staff to solicit bids.

DISCUSSION

PW13-18 Nyeland Acres 12-Inch Waterline Loop Project requires installation of 207 LF of 24-inch steel casing under the State Highway 101 using jack and bore methods followed by the installation of 432 linear feet of 12-inch diameter PVC pipe main. This pipeline will be connected to the existing 12-inch PVC line recently installed in Ventura Boulevard and also connect to an existing 16-inch waterline on the south side of State Highway 101. The purpose of this pipeline project is to provide a "looped" water system which will facilitate the activation of fire hydrants and water services along Ventura Boulevard.

A project site map is provided as Attachment No. 1.

FINANCIAL IMPACT

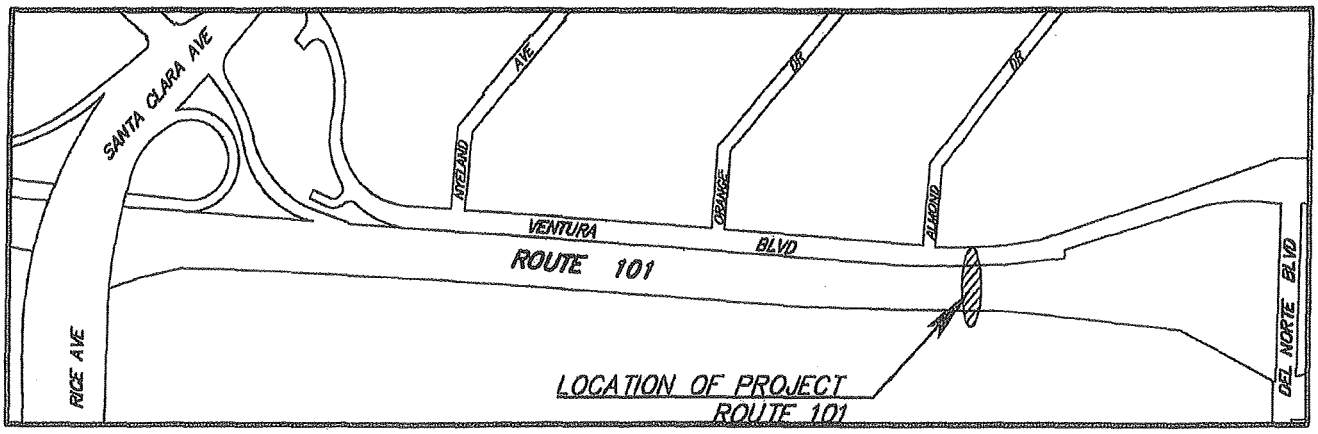
Water Funds are available to meet the anticipated costs of this project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and appropriate funding.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW13-18 for the Nyeland Acres 12-Inch Waterline Loop Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

ATTACHMENT 8
PAGE 1 OF 2

PW13-18 NYELAND ACRES 12-INCH WATERLINE LOOP PROJECT



LOCATION MAP

NOT TO SCALE

PUBLIC WORKS ENGINEERING

Attachment No. 1
Page 1 of 1

ATTACHMENT 8
PAGE 2 OF 2

REQUEST FOR BUDGET APPROPRIATION

Department: Utilities **Date:** November 18, 2014

Project/Program Manager: Daniel Rydberg **Phone:**

Reason for Appropriation:

To provide funding for PW 13-18 Nyeland Acres Ventura Boulevard Waterline Loop (cast iron pipe replacement) from Water Enterprise Fund balance.

Accounts and Descriptions		AMOUNT
Fund: WATER OPERATING FUND (601)		
Expenditures/Transfers Out		
NYELAND VENTURA WATERLINE (PROJECT NO. 156003)		
601-6510-821-8451	Services from Other Program	14,500
601-6510-821-8605	Improvement Not Building - Major Repair	265,500
	Sub-total Expenditures	**280,000**
	Net Change to Fund Balance	**(280,000)**
	Net Appropriation Change	**280,000**

Approvals

Department Director Dave Ryberg

Chief Financial Officer James Camien

City Manager

ATTACHMENT NO. 9

PAGE 1 OF 1

BA# (Finance Use Only)

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/2014

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

Prepared By: Carrie Sabatini Agenda Item No. S-9

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: November 4, 2014

TO: City Council

FROM: Carrie Sabatini, Interim Housing Director
Housing Authority
Matthew Winegar, Development Services Director
Development Services Department

SUBJECT: **Impact Fee Loan Agreement for the Courts Project**

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a loan agreement (Agreement No. A-7732) with UHC 00558 Oxnard, L.P. for deferred impact fees related to the development of the Courts project subject to any modifications or changes as the Chief Financial Officer shall require or approve.

DISCUSSION

In September 2012, the Housing Authority Board of Commissioners authorized the execution of the development agreement with Urban Housing Communities ("UHC") for the revitalization of the Courts public housing project. The Courts project involves the development of 260 affordable housing units on approximately 25 acres of land currently consisting of 260 public housing units.

The replacement is on a unit-for-unit, bedroom-for-bedroom basis, thus resulting in the project being eligible for a waiver of impact fees. The project, however, has the ability to bring more funding to the project by actually incurring the fees based upon the current financing plan which includes tax credits and bonds. By incurring these fees, the project adds costs eligible to receive tax credit funding. The developer, UHC, is therefore requesting the fees be charged, but that the payment of such fees be structured as a cash residual note. This note would call for the fees to be paid with excess cash generated by operations of the project beginning in the sixteenth year after the project is placed-in-service. The loan agreement requested is for the first of two phases of the overall replacement development. The first phase includes 144 total units (142 affordable rental units and 2 management units). The projected impact fees subject to the request for deferral are expected to be $4,444,502 however the exact fee calculation will come at the time the building permits are issued, so the final amount could be slightly different.

The project is structured as a partnership involving Las Cortes, Inc. (the City's non-profit affordable housing development entity) and UHC, forming the entity UHC 00558 Oxnard, L.P.

FINANCIAL IMPACT

If approved, the loan for the impact fees for the project, expected to be $4,444,502, would be deferred until the sixteenth year after the project is placed-in-service. Although this project is eligible for a fee waiver, the recommended action is to defer the fees rather than waive them.

Attachment #1 Deferred Impact Fee Loan Agreement

IMPACT FEE LOAN AGREEMENT

THIS IMPACT FEE LOAN AGREEMENT (this "Agreement") is entered into as of November 18, 2014 (the "Execution Date") by and between the City of Oxnard ("City"), and UHC 00558 Oxnard, L.P. , a California limited partnership ("Borrower").

RECITALS

A. Borrower is developing a 144-unit residential apartment complex in the City upon that certain real property located within City (the "Project").

B. Borrower has agreed to restrict One Hundred Forty Two (142) of the dwelling units in the Project for occupancy by tenants earning no more than Sixty percent (60%) of the area median income adjusted for family size appropriate for the unit for a period of Fifty-Five (55) years from the date the Project is placed-in-service (the "Affordability Restrictions"). The remaining dwelling units shall be for the on-site managers. As consideration for Borrower agreeing to the Affordability Restrictions, the City agrees to make a loan (the "Loan") to Borrower in the amount of Four Million, Four Hundred Forty Four Thousand, Five hundred and Two and 00/100 dollars ($4,444,502.00) to finance a portion of the development impact fees ("Development Fees") related to the Project. In addition to this Agreement the Loan will be evidenced by a Surplus Cash Note and Deed of Trust (this Agreement, the Promissory Note and the Deed of Trust are collectively referred to as the "Loan Documents").

C. The parties desire to enter into this Agreement evidencing City's agreement to make the Loan upon the terms and conditions of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Loan. City hereby agrees to make a loan to Borrower for the payment of Development Fees (or reimbursement for Development Fees previously paid) in the amount of Four Million, Four Hundred Forty Four Thousand, Five Hundred and Two, AND 00/100 DOLLARS ($4,444,502.00) at an interest rate of zero percent (0%) for a term of Thirty (30) years commencing upon the Sixteenth (16th) anniversary date the Project is placed-in-service.

2. Repayment. All principal and accrued interest shall be due and payable upon the Fifty-fifth (55th) anniversary of the date the Project is placed-in-service (the "Maturity Date"). Prior to the Maturity Date Borrower shall make payments of principal and interest on the Loan equal to Ten 10% percent of Surplus Cash (as defined in the Surplus Cash Note) on the dates required by the Surplus Cash Note.

3. Affordability Restrictions. Borrower hereby agrees to restrict no fewer than One Hundred (100%) of the tenant-occupied dwelling units in the Project for occupancy by tenants earning no more than Sixty percent (60%) of the area median income adjusted for family size appropriate for the unit for a period of Fifty-Five (55) years from the date the Project is placed-in-service. The remaining dwelling units shall be for the on-site management staff.

ATTACHMENT NO. 1
PAGE 1 OF 4

4. Conditions of Funding. City agrees to defer to Borrower the full amount of the Loan upon receipt of fully executed originals of each of the Loan Documents.

5. No Liability of City Officials. No councilmember, director, official or employee of the City shall be personally liable to Borrower, or any successor in interest, in the event of any default or breach by the City under this Agreement or for any amount which may become due to Borrower under the terms of this Agreement.

6. Miscellaneous Provisions.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, to the jurisdiction of which the parties hereto submit.

b. Time of the Essence. Time is of the essence of each and every provision of this Agreement.

c. Notices. Notices or other communications given under this Agreement shall be in writing and shall be served personally or transmitted by first class mail, postage prepaid. Notices shall be deemed received either at the time of actual receipt or, if mailed in accordance herewith, on the third (3rd) business day after mailing, whichever occurs first. Notices shall be directed to the parties at the following addresses or at such other addresses as the parties may indicate by notice:

Borrower: Mr. John Bigley
General Partner
UHC 00558 Oxnard, L.P.
2000 E Fourth Street, #205
Santa Ana, CA 92705

City: City of Oxnard
Attn: Greg Nyhoff, City Manager
300 W. Third Street
Oxnard, CA 93030

d. Invalidity. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

e. Headings. The titles and headings of the various sections of this Agreement are intended solely for reference and are not intended to explain, modify or place any interpretation upon any provision of this Agreement.

f. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision

shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such or the remaining provisions of this Agreement.

g. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executing in writing by the party making the waiver.

h. Number and Gender. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each include the others whenever the context so indicates or requires.

i. Further Assurances. The parties shall execute, acknowledge, file or record such other instruments and statements and shall take such additional action as may be necessary to carry out the purpose and intent of this Agreement.

j. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, legal representatives, successors and assigns.

k. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of the parties concerning the subject matter contained herein, written or oral. No change, modification, addendum or amendment to any provision of this Agreement shall be valid unless executed in writing by each party hereto.

o. Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party in such action, or the nondismissing party where the dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs paid or incurred in good faith. The "prevailing party," for purposes of this Agreement, shall be deemed to be that party who obtains substantially the result sought, whether by settlement, dismissal or judgment.

[Signatures to appear on the following page.]

ATTACHMENT NO. 1
PAGE 3 OF 4

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Execution Date.

BORROWER:	**CITY:**
UHC 00558 Oxnard, L.P. A California Limited Partnership By: UHC 00558 Oxnard Holdings LLC A California Limited Liability Company By: _____ John Bigley, General Partner	CITY OF OXNARD By: _____ Tim Flynn, Mayor ATTEST: _____ Daniel Martinez, City Clerk APPROVED AS TO FORM: _____ Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 4 OF 4

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/14

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

Prepared By: Jeff Miller, Interim Wastewater Superintendent Agenda Item No. S-10

Reviewed By: City Manager JM City Attorney SMF Finance JC Public Works

DATE: November 4, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director DR

SUBJECT: **Second Amendment to Purchase Order No. 4203 with Kemira Water Solutions for Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from October 16, 2014 to October 16, 2015, and adding $440,000 to the amount, increasing the total from $914,790 to $1,354,790.

DISCUSSION

On August 1, 2012, the City issued a Request for Bids (RFB) for treatment chemicals for the Wastewater Treatment Plant, the Advanced Water Purification Facility, the Water Campus, and the Water Blending Station No. 3. The City sent the RFB to eleven (11) known companies who provide these chemicals, and also advertised the RFB on the City's website and in the local newspapers. The closing date for the RFB was August 23, 2012. Since it was unlikely that any one company would be able to provide all the treatment chemicals needed, the City allowed bidders to submit bids for the chemicals that they were able to provide. Two bids were received for ferric chloride with Kemira being the lowest responsible bidder, and the City subsequently issued a one-year purchase order, with the option to extend the purchase order three additional one-year terms.

Kemira is holding the unit price at $1.33 per gallon. The Wastewater Division recommends the City exercise its option to renew the purchase order by executing a one-year extension.

FINANCIAL IMPACT

Funds are available in the Wastewater Treatment Operation Fund.

Attachment #1 - Amendment to Purchase Order No. 4203

CITY OF OXNARD CALIFORNIA

PURCHASE ORDER

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

PURCHASE ORDER NO. 004203

DATE: 10/15/2014

VENDOR PHONE: (863)533-5990
VENDOR FAX: (863)533-7077
VENDOR #: 14565
VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC.
MAIL CODE 5581
P.O. BOX 105046
ATLANTA, GA 30348-5046

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/16/2013	0000000888	10/05/2012	—
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	62162028438104		Z BRUCE E. DANDY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
1	482,790.00 / DL	FERRIC CHLORIDE-40%	1.0000	482,790.00
2	432,000.00 / DL	CHANGE ORDER NO. 1	1.0000	432,000.00
3	440,000.00 / DL	ENCUMBER CHANGE ORDER #2	1.0000	440,000.00

CHANGE ORDER

RFB PW-13-1 FERRIC CHLORIDE-40% FOR THE WWTP
$1.33 PER GAL, ESTIMATE-330,000 GALLONS ANNUALLY

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

PURCHASE ORDER

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

PURCHASE ORDER NO. 004203

DATE: 10/15/2014

VENDOR PHONE: (863)533-5990
VENDOR FAX: (863)533-7077
VENDOR #: 14565
VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC.
MAIL CODE 5581
P.O. BOX 105046
ATLANTA, GA 30348-5046

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
10/16/2013	0000000888	10/05/2012	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	62162028438104		Z BRUCE E. DANDY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

TOTAL NOT TO EXCEED $438,900 FOR THE FIRST ANNUAL PERIOD. TAXES, FUEL CHARGES AND MILL TAX EXTRA. 10% HAS BEEN ADDED TO ACCOUNT FOR THESE CHARGES. OPTION FOR THREE ADDITIONAL ONE-YEAR EXTENSIONS. SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND CONDITIONS OF THE CITY OF OXNARD.
CHANGE ORDER NO. 1 FOR $432K TO 621-6202-843-8104 10/15/14 ENCUMBERED CHANGE ORDER #2 FOR $440,000 FROM 621-6202-843-8104.CCRC APPROVED 10/14/14. EXTEND EXPIRATION DATE TO 10/16/15.MH

APPROVED AS TO AMOUNT:

DM
Greg Nyhoff, City Manager

TOTAL PURCHASE AMOUNT **$1,354,790.00**

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

AUTHORIZED SIGNATURE. _____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

CITY OF OXNARD CALIFORNIA

Meeting Date: 11/18/2014

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

Prepared By: Jeanine Hutton, Management Analyst II Agenda Item No. S-11

Reviewed By: City Manager City Attorney JBR Finance Other *(Specify)*

DATE: November 4, 2014

TO: City Council

FROM: Daniel Rydberg, Interim Utilities Director
Utilities Department

SUBJECT: Labor Compliance Program for Ventura County Regional Urban Landscape Efficiency Program

RECOMMENDATION

That City Council adopt a resolution to establish a Labor Compliance Program to comply with Proposition 84 Grant Funding for the Ventura County Regional Urban Landscape Efficiency Program.

DISCUSSION

The City is participating in the countywide Integrated Regional Water Management Planning (IRWMP) effort and is the lead agency for the Ventura County Regional Urban Landscape Efficiency (VC RULE) Program. The VC RULE Program received Proposition 84 grant funding for its implementation. Five other agencies are participating in the VC RULE Program: Camrosa Water District, Casitas Municipal Water District, City of Camarillo, City of Simi Valley and County of Ventura.

On September 23, 2014, the City awarded a contract to WaterWise Consulting, Inc. (WaterWise), to provide consulting services for the VC RULE Program. Proposition 84 Grant Agreement No. 4600009703 Section 19 requires the establishment of a labor compliance program pursuant to California Labor Code Section 1771.5, with which WaterWise and their subcontractors will comply.

An application for a Labor Compliance Program will be submitted to the Department of Industrial Relations (DIR), which requires the adoption of a resolution by the City to establish a labor compliance program.

FINANCIAL IMPACT

The City has an annual contract with Labor Compliance Providers, Inc., to prepare project-specific labor compliance programs. A Task Order will be issued to Labor Compliance Providers, Inc. in the amount of $7,820 to provide labor compliance program services for the VC RULE Program. Funds are available in Prop 84 Agency Landscape Projects 776511 through 776516.

Attachment #1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO ESTABLISH A LABOR COMPLIANCE PROGRAM (LCP)

WHEREAS, Public Resources Code 75075 requires an awarding body that awards any contract for a public works project financed in any part from funds made available pursuant to Proposition 84 to adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project; and

WHEREAS, the City of Oxnard seeks to establish a Department of Industrial Relations-approved in-house Labor Compliance Program approved by the Department of Industrial Relations; and

WHEREAS, the City of Oxnard may utilize the services of a labor compliance program consulting firm to execute the services of the City's LCP should it be approved by the Department of Industrial Relations.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Oxnard hereby establishes a City-specific "Labor Compliance Program" geared to monitor and enforce contractors' compliance with California labor and apprenticeship laws for its public works construction projects financed in any part by Proposition 84.

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:

_____ for
Stephen M. Fischer, Interim City Attorney