

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.



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

December 16, 2014

4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – Please see Page 5 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

1. SUBJECT: Recognition of Community Emergency Response Team (CERT) Graduates (J. Williams)

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

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map), for Property Located at 701 Mandalay Beach Road. Filed by Kath McCunney with M3 Civil, Inc. on Behalf of Property Owners Bruce and Carolyn Matthias. (001)
RECOMMENDATION: Adopt a resolution approving Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map), subject to certain findings and conditions.
Legislative Body: CC Contact: Mathew Winegar Phone: 385- 7868

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

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: Internal Control Over Financial Reporting Related to Employee Leave Balances. (025)
RECOMMENDATION: Receive a report and provide comments.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

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

1. SUBJECT: Verbal Update on Southern California Edison (SCE) Request for Offer Selection of NRG and Energy Commission Siting Permit Process.
RECOMMENDATION: Receive and file
Legislative Body: CC Contact: Chris Williamson Phone: 385-8156

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 Manager Department

1. SUBJECT: Agreements for City Council Review. (031)
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
2. SUBJECT: First Amendment to Agreement with Management Partners, Inc., for Interim Chief Financial Officer. (035)
RECOMMENDATION: Approve and authorize the City Manager to execute a First Amendment to the Agreement for Consulting Services with Management Partners, Inc. (6926-14-CM), in the amount of \$70,000 for an Interim Chief Financial Officer bringing the total amount of the contract to a not to exceed amount of \$195,000.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430
3. SUBJECT: Purchase Order with Accent Wire for Supply and Delivery of Material Recovery Facility Baling Wire. (045)
RECOMMENDATION: Approve and authorize the Mayor to execute a purchase order with Accent Wire in an amount not to exceed \$420,000 for supply and delivery of baling wire for recyclables for a three year term from December 16, 2014 to December 16, 2017.
Legislative Body: CC Contact: Todd Vasquez-Housley Phone: 385-7957

Development Services Department

4. SUBJECT: Modification to Two Declarations of Restrictive Covenants on Properties Located at; 1) 561 Kinetic Drive (APN 216-0-231-01) and; 2) 2100 Solar Drive (APN 213-0-052-02) to Facilitate the Owners Obtaining Small Business Administration Loans. (049)
RECOMMENDATION: Approve and authorize the Mayor to execute modifications to the terms of two Declaration of Restrictive Covenants executed by previous owners in favor of the City of Oxnard.
Legislative Body: CC Contact: Paul Wendt Phone: 385-7894

5. SUBJECT: Planning and Zoning Permit No. 14-300-01 (Final Map for Tract 5796) The Colonial House Mixed-Use Project, Located at 705 N. Oxnard Boulevard (Southwest Corner of Oxnard Boulevard and Roderick Avenue). Filed by Caleb Roope on Behalf of Oxnard Pacific Associates. (061)
RECOMMENDATION: Adopt a resolution approving Planning and Zoning Permit No. 14-300-01 (Final Map for Tract 5796) for the subdivision of an improved 2.187-acre mixed-use development, located at 705 N. Oxnard Boulevard, into two parcels: one parcel for seven commercial condominium units and one parcel for forty-four rental apartments located at 705 N. Oxnard Boulevard and to authorize the Mayor to sign Final Tract Map 5796 on behalf of the City of Oxnard as beneficiary under deeds of trust recorded June 26, 2012.
Legislative Body: CC Contact: James Combs Phone: 385-7952
6. SUBJECT: Second Reading of Ordinance No. 2887 Approving Planning and Zoning Permit No. 14-630-02 (Specific Plan Repeal) to repeal the *Las Cortes Specific Plan* in its entirety. (071)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Ashley Golden/
Carrie Sabatini Phone: 385-7858

General Services Department

7. SUBJECT: Specification GS13-14 - Oxnard Transportation Center (OTC)-Heating and Air Conditioning System (HVAC) Upgrade and Solicitation of Public Bid. (073)
RECOMMENDATION: 1) Approve project Specification GS13-14 and plans for the upgrade of the Oxnard Transportation Center Heating and Air Conditioning System and authorize staff to solicit bids for the project; and 2) Approve a budget appropriation in the amount of \$600,000 from the fund balance of the TDA/LTF4-TRANS.FND-99400c to the Oxnard Transportation Center Heating and Air Conditioning System Upgrade Project No. 143105.
Legislative Body: CC Contact: Pat Friend/
Michael Henderson Phone: 385-7821
8. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract for GS11-06 Campus Park Gym North Wing Tenant Improvements. (077)
RECOMMENDATION: 1) Award contract to the lowest responsible and responsive bidder, SBS Corporation (A-7737) in the amount of \$1,257,828.78 for GS11-06 Campus Park Gym North Wing Tenant Improvements, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Approve a budget appropriation in the amount of \$131,000 from Community Development Block Grant (CDBG) funds.
Legislative Body: CC Contact: Pat Friend/
Michael Henderson Phone: 385-7821

Library Department

9. SUBJECT: Ordinance for Public Library Rules of Conduct and Exclusion Process. (119)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance establishing the Oxnard Public Library Rules of Conduct and Exclusion Process.
Legislative Body: CC Contact: Barbara Murray Phone: 385-7527

10. SUBJECT: Approval of Five-Year Agreement with Polaris Library Systems for an Integrated Library System. (129)
RECOMMENDATION: Approve and authorize the Mayor to execute a five-year agreement with Polaris Library Systems (6962-14-LI) in the amount of \$397,733.00 for the purchase and maintenance of an integrated library system.
Legislative Body: CC Contact: Barbara Murray Phone: 385-7527

Police Department

11. SUBJECT: Gang Injunction Prosecutor Contract. (169)
RECOMMENDATION: Approve and authorize the City Manager to execute a one-year agreement to fund one-half the cost of a full-time deputy district attorney with the Ventura County District Attorney's Office (A-7697). This deputy district attorney would prosecute virtually all gang injunction violation cases arising from the two injunctions in effect in the city. The cost of funding one-half of the full-time deputy district attorney position is approximately \$98,667.50.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

Utilities Department

12. SUBJECT: Second Amendment to Water Supply Agreement between the City of Oxnard and Procter & Gamble Paper Products Company. (183)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Water Supply Agreement between the City of Oxnard and Procter & Gamble Paper Products Company (A-6168) to extend the expiration date to December 31, 2015.
Legislative Body: CC Contact: Jeanine Hutton Phone: 385-7779

C. CLOSED SESSION – Continued from Page 1

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**

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

The Interim City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is for the City Council to confer with its legal counsel regarding the pending litigation when discussion in open session would prejudice the position of the City in the litigation.

2. CONFERENCE WITH LABOR NEGOTIATORS.

CC Agency designated representatives: Greg Nyhoff, City Manager; Dania Torres Wong, and Burke Dunphy, City's labor attorneys. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; the Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Public Safety Management Employees' Association (Police Unit); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association. Unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Redevelopment Services Manager, Library Director, Police Chief, Utilities Director (Department Directors); Assistant City Attorney, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (Confidential Mid-Managers); and Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (Confidential Employees).

The City Manager requested that this item be discussed in closed session pursuant to Government Code section 54957.6. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for employees unrepresented, and other matters within the scope of representation for represented employees.

T. ADJOURNMENT

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

Prepared By: Juan Martinez, Associate Planner

Agenda Item No. H-1Reviewed By: City Manager JMCity Attorney PTFinance AC

Other (Specify) _____

DATE: December 2, 2014**TO:** City Council**FROM:** Matthew G. Winegar, Development Services Director
Development Services Department**SUBJECT:** Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map), for Property Located at 701 Mandalay Beach Road. Filed by Kath McCunney with M3 Civil, Inc. on behalf of property owners Bruce and Carolyn Matthias**RECOMMENDATION**

That City Council adopt a resolution approving Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map), subject to certain findings and conditions.

DISCUSSION

On September 4, 2014, the Planning Commission unanimously adopted Resolution No. 2014-10 approving Planning and Zoning Permit No. 13-400-02 (Coastal Development Permit) and Resolution No. 2014-11 recommending City Council approval of Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map). In accordance with Section 15-11 and Section 17-57(B)(5) of the Oxnard City Code, both the tentative parcel map and coastal development permit are necessary to subdivide the subject 6,043 square foot parcel into two 30-foot wide parcels. While the Planning Commission has authority to approve coastal development permits pursuant to Section 17-57(C)(5) of the Oxnard City Code, the City Council is authorized to approve tentative parcel maps pursuant to Section 15-41 of the Oxnard City Code upon receiving a recommendation from the Planning Commission. As a result, the applicant is only seeking City Council approval of Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map).

The lot split will accommodate a future single-family beachfront home on each parcel. Prior to filing of a final map, the existing tri-plex development will be required to be demolished. Each future residential development will require a coastal development permit and be subject to the development standards of the RBF (Beachfront Residential) zone.

FINANCIAL IMPACT

None

JM

- Attachment #1 - Vicinity
#2 - Planning Commission Staff Report w/out Attachments
#3 - Planning Commission Resolution No. 2014-11 (Tentative Parcel Map)
#4 - Planning Commission Minutes (September 4, 2014)
#5 - Tentative Parcel Map
#6 - City Council Resolution (Tentative Parcel Map)

Vicinity Map



Vicinity Map

0 0.5 1 1.5 2 Miles

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Juan Martinez, Associate Planner

DATE: June 19, 2014

SUBJECT: Planning and Zoning Permit Nos. 13-400-02 (Coastal Development Permit) and 13-300-03 (Tentative Parcel Map), Located at 701 Mandalay Beach Road.

1) Recommendation: That the Planning Commission:

- a) Adopt a resolution approving Planning & Zoning Permit No. 13-400-02 for a coastal development permit, subject to certain findings and conditions; and
- b) Adopt a resolution recommending that the City Council approve Planning & Zoning Permit No. 13-300-03 for a tentative parcel map, subject to certain findings and conditions.

2) Project Description and Applicant: A request for a coastal development permit and tentative parcel map to subdivide a 6,043 square foot parcel into two 30-foot wide parcels to accommodate a future single-family beachfront home on each parcel. Prior to filing of a final map, the existing triplex development will be required to be demolished. Each future proposed residential development will require an additional coastal development permit and be subject to the development standards of the Beachfront Residential Subzone (R-BF). Filed by Kath McCunney with M3 Civil, Inc. on behalf of property owners Bruce and Carolyn Matthias, 400 Rosewood Avenue Suite 201 Camarillo, California 93010.

3) Existing & Surrounding Land Uses: The subject property is 60.43 feet by 100 feet depth and has an existing two-story tri-plex apartment building with a single-story four-car garage.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	Beachfront Residential (R-BF)	Residential Existing	Tri-Plex apartments Four-Car Garage
North	R-BF	Residential Existing	Beachfront House
South	R-BF	Residential Existing	Vacant Beachfront Parcel
East	Coastal Medium Density Multiple-Family (R-3-C) Mobile Home Park (MHP)	Residential Existing Mobile Home Park Coastal	Oxnard Shores Mobile Home Park 13-Unit Apartment Complex
West	Coastal Recreation (RC)	Recreational Area	Beach, Pacific Ocean

4) Background Information: City permit records show the existing tri-plex apartment building was developed in 1961, prior to the Coastal Act, Local Coastal Program (LCP), and approval of the Oxnard Shores Settlement Agreement for Tract 4380 (Settlement Agreement), which established the seaward property lines for the parcels that were included in the settlement to dedicate the land between the seaward boundaries and the mean high tide line to the State Lands Commission for public recreational uses, and created vertical access paths to the beach. The Settlement Agreement also established that the owners of the parcels “shall have the right to develop single dwelling units for residential use” in accordance with the development standards outlined in the R-BF Subzone.

5) Environmental Determination:

The proposed project, which consists of Planning & Zoning Permit No. 13-300-02 (Coastal Development Permit) and Planning & Zoning Permit No. 13-300-03 (Tentative Parcel Map), is categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 and 15315.

CEQA Guidelines Section 15301 – Existing Facilities

A Class 1 categorical exemption under CEQA Guidelines Section 15301 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The proposed project meets the requirements of a Class 1 categorical exemption because it will result in the demolition and removal of one single-family residence.

CEQA Guidelines Section 15315 – Minor Land Divisions

A Class 15 categorical exemption under CEQA Guidelines Section 15315 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope of greater than 20 percent. The proposed project meets the requirements of a Class 15 categorical exemption because it is located within the Beachfront Residential Subzone (R-BF), which is an urbanized area zoned for residential use. In addition, the proposed project will result in the division of less than four parcels and is in conformance with several City of Oxnard 2030 General Plan policies and zoning as set forth in Section 6 below. No variances or exceptions are required and the proposed project will be accessible to all City services and infrastructure. Finally, the parcel that is the subject of the proposed minor division has not been the subject of a division of a larger parcel within the previous 2 years and does not involve an average slope greater than 20 percent.

Since the proposed project is categorically exempt under a Class 1 and Class 15 categorical exemption, staff has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment and recommends that Planning Commission accept the Notice of Exemption (See Attachment E).

6) Analysis:

a) General Discussion: The proposed project requires that the applicant obtain both a tentative parcel map and coastal development permit in accordance with Section 15-11 and Section 17-57(B)(5) of the Oxnard City Code. The proposed project consists of a beachfront site subject to appeal to the Coastal Commission pursuant to the Public Resources Code section 30603(a), as referenced by section 17-3 of the Oxnard City Code.

i) Tentative Parcel Map

Section 15-11 of the Oxnard City Code requires that an applicant obtain a tentative parcel map and a parcel map for each division of land creating four or fewer parcels and for each subdivision that is subject to an exception stated in Government Code section 66426. Since the proposed project involves the subdivision of one parcel into two separate parcels, the applicant is required to obtain City approval for a tentative parcel map. The Planning Commission and City Council are authorized to deny any map upon making any of the following findings:

- (1) The proposed map is not consistent with applicable general plan and specific plan;
- (2) The design or improvement of the proposed development is not consistent with applicable general plan and specific plan;
- (3) The site is not physically suitable for the type of development;
- (4) The site is not physically suitable for the proposed density of development;
- (5) The design of the development or the proposed improvements are likely to cause substantial environmental damage or to substantially and avoidably injure fish or wildlife or their habitat;
- (6) The design of the development or the type of improvement is likely to cause serious public health problems; and
- (7) The design of the development or the type of improvement will conflict with easements, acquired by the public at large, for access through or use of property within the proposed development; provided, however, that approval may be granted if it is found that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to the ones previously acquired by the public.

Staff has reviewed the proposed project and determined that the proposed project is not suitable for development until the existing tri-plex development is demolished. To address this concern, the applicant will be required through a condition of approval to demolish the existing tri-plex development prior to filing a final map.

As conditioned, staff recommends that the Planning Commission adopt the attached resolution (Attachment D) recommending that the City Council approve Planning & Zoning Permit No. 13-300-03 for a tentative parcel map, subject to certain findings and conditions.

ii) Coastal Development Permit

Section 17-57(B)(5) of the Oxnard City Code requires that an applicant obtain a coastal development permit for all conditionally permitted uses, lot splits and subdivisions within the individual coastal subzones requiring discretionary decision by the City, as well as projects meeting the definition of appealable developments, pursuant to Public Resources Code section 30603(a). Since the proposed project involves a tentative parcel map (i.e., a subdivision creating four or fewer parcels) and the tentative map requires discretionary review of the Planning Commission and approval of the City Council, the applicant is required to obtain a coastal development permit. Based on the information in the public record, the Planning Commission may approve or modify a coastal development permit application, in whole or in part, with or without conditions, only after making all of the following findings:

(1) The proposed use is conditionally permitted within the subject subzone and complies with all of the applicable provisions of this chapter.

The proposed project is conditionally permitted, is located within the Beachfront Residential Subzone (R-BF) and complies with Chapter 17 of the Oxnard City Code. Pursuant to Section 17-25 of the Oxnard City Code, the Beachfront Residential Subzone (R-BF) is meant to provide an area for beachfront residential development consisting primarily of single-family beachfront, located between the Pacific Ocean and the first public road parallel thereto. Historically, the City has relied on the purpose of the R-BF Subzone as stated in Section 17-25 and past practice to permit all single family residential development. The proposed project does not contemplate residential development of a particular parcel, but is merely a minor subdivision of land. However, the proposed project will result in two parcels to accommodate a future single-family beachfront home on each parcel. Since the proposed project will likely result in two parcels to accommodate a future single-family beachfront home on each parcel and this use is contemplated within the R-BF Subzone, it complies with the provisions of Chapter 17 of the Oxnard City Code.

(2) The proposed use would not impair the integrity and character of the subject subzone.

The proposed project, as conditioned, will not impair the integrity and character of the subject subzone since it will not alter the underlying land use presently on the subject site or result in uses that are inconsistent with the subject R-BF Subzone.

(3) The location and intensity of use of the subject site would be physically suitable and would protect and maintain adjacent coastal resources.

The proposed project subdivides an existing parcel and enables the replacement of a 50-year triplex with two single family homes, each subject to additional review required for issuance of their respective coastal development permit. The subdivision protects and maintains adjacent coastal resources as the two new parcels are limited in depth to

match the desired beachfront extent pursuant to the Settlement Agreement that implements the LCP and Coastal Act and resource policies therein.

(4) The proposed use would be compatible with the land uses presently on the subject site.

The proposed project, as conditioned, is compatible with the land uses presently on the subject site. The subject site is located within the Beachfront Residential Subzone (R-BF), which is meant to provide an area for beachfront residential development consisting primarily of single-family beachfront. The proposed project does not contemplate residential development of a particular parcel, but is merely a minor subdivision of land. However, the proposed project will result in two parcels that will, presumably, each accommodate a future single-family beachfront home. Since the proposed project will not alter the underlying residential land use of the subject site and will likely result in an identical use, it is compatible with the land uses presently on the subject site.

(5) The proposed use would be compatible with existing and future land uses within the subzone and the general area in which the proposed use would be located.

The proposed project, as conditioned, is compatible with existing and future land uses within the RB-F subzone and the general area in which the proposed use would be located. The proposed project does not contemplate residential development of a particular parcel, but is merely a minor subdivision of land. However, the proposed project will result in two parcels to accommodate a future single-family beachfront home on each parcel. Since the proposed project will not alter the underlying land use presently on the subject site, it is compatible with the existing and future land uses within the sub-zone and the general area in which the proposed use would be located.

(6) There are adequate public services for the proposed use, including, but not limited to, fire and police protection, water, sanitation and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

The proposed project does not contemplate residential development of a particular parcel, but is merely a minor subdivision of land. However, the proposed project will result in two parcels to accommodate a future single-family home on each parcel. Should the City approve a single-family residential development on each parcel, there are adequate public services for each parcel, including but not limited to, fire and police protection, water, sanitation and public utilities and services to ensure that a proposed residential development would not be detrimental to public health and safety.

(7) The proposed use will provide a type and level of public access consistent with the access policies and standards of the certified Oxnard coastal land use plan.

As conditioned, the proposed project will require that the applicant dedicate a 17 foot easement to the City for the portion of the proposed parcels that extend beyond the abutting parcels.

- (8) **The proposed use would be appropriate in light of an established need, based upon the underlying goals and objectives of specific Oxnard coastal land use plan policies, applicable to the proposed location.**

The Oxnard LCP was adopted in 1986 and contains 92 policies. Three policies directly applicable to the proposed project are listed below with an explanation as to finding.

Policy No. 37. *All new development in the coastal zone shall be designed to minimize impacts on the visual resources of the area. Particular care should be taken in areas of special quality, such as those identified in the LCP.*

The project site is part of an earlier subdivision and the proposed tentative map will permit new construction that will be consistent with the anticipated build out development standards that maintain the exiting visual context of the beach.

Policy No. 40.

- a. *If new development is located within the 100-year flood and storm wave run-up area as designated by the Department of Housing and Urban Development and on the land use map, it shall be designed and engineered to withstand the effects of the flooding and wave run-up without the use of seaways or other protective structures. Particular care shall be given in protecting the necessary gas, electrical, sewer and water connections from breaking in the event of heavy wave run-up. Any person developing property within the 100-year flood line shall agree to indemnify and hold the City harmless from any liability or damages resulting from the construction of his development.*
- b. *Any development located on the beach shall be designed to assure lateral beach access.*
- c. *Corrective measures to protect and restore the Oxnard Shores Beach may be needed. Specific measures shall be investigated in Phase III.*

The Coastal Development Permit resolution incorporates Condition No. 11 requiring the developer to execute a hold harmless agreement necessary to satisfy Policy No. 40. The condition applies, because the project proposes to create two separate lots; however, new construction is not proposed. New beachfront homes require wave run-up study to establish minimum horizontal baseline with break-away paneling and piling construction, and are also subject to applicable FEMA requirements. The proposed parcels retain the existing LCP-desired lateral beach access.

Policy No. 44. *Based on Section 30254 of the Act and the limitation on services capacities, the following shall be the prioritization of service allocation within the coastal zone. If a use of a lower priority is approved, the finding must be made that approval does not restrict the availability of services for all higher priority uses designated on the land use plan but not yet constructed.*

Priority 1

- a. *Coastal-dependent industries and agriculture*
- b. *Essential public services*

c. *Basic industries essential for the region, state, or nation*

Priority II

a. *Visitor-serving commercial and recreational uses*

b. *Commercial and recreational uses serving persons of low to moderate income*

c. *Low to moderate cost housing*

Priority III

a. *Private residential*

b. *General industrial*

c. *General commercial*

The proposed parcel action retains the current residential use that is a Priority IIIa use. The project is located in a fully developed residential tract consistent with the City's certified LCP. The Oxnard LCP provides to Priority I and II uses in other locations deemed adequate and in compliance with the Coastal Act by the Coastal Commission. As the proposed minor subdivision does not inhibit the Priority I and II uses elsewhere, the project is consistent with this policy.

(9) The proposed use would be consistent with all of the applicable policies of the certified Oxnard coastal land use plan.

The three policies listed under (8) above are the applicable policies. In a manner consistent with finding Level III consistency with the 2030 General Plan (below), the project is found consistent with all other LCP policies.

Based on the information presented above and in the public record, staff recommends that the Planning Commission adopt the attached resolution (Attachment C) approving Planning & Zoning Permit No. 13-300-02 for a coastal development permit, subject to certain findings and conditions.

iii) Consistency with Oxnard Shores Settlement Agreement

Currently, there are two types of beachfront parcels: those created as a result of the Oxnard Shores Settlement Agreement and those developed prior to the Settlement Agreement. The subject parcel is a pre-settlement parcel that extends further seaward than the abutting parcels to the south and north: 100 feet deep versus 83 feet in depth. Because this parcel is not subject to the Settlement Agreement, the proposed parcel map includes a condition requiring that the owner dedicate a 17 foot easement to the City for the portion of the proposed parcels that extend beyond the abutting parcels. The easement does not allow for any development and reserves this portion of the property for lateral beach access consistent with Settlement Agreement parcels and past permit reviews involving pre-settlement parcels.

The pre-settlement parcels require side yard setbacks of 5 feet and limit building heights to two stories. Post settlement parcels are narrower and allow zero lot line development on one side of the property line along the beach, and allow for building heights up to three

stories. The proposed parcel subdivision will create parcels consistent with post settlement parcels and the development standards for future homes, when proposed, will follow established development standards outlined in the Oxnard City Code.

- b) General Plan Consistency:** The City's 2030 General Plan incorporates the LCP land use designation for the subject site as Residential Existing, which allows beachfront homes consistent with other beachfront parcels in the neighborhood. Approval of this tentative parcel map and coastal development permit has been determined to be consistent with the General Plan and the property's land use designation.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
ER-1.1	I	Protect Oxnard's Natural and Cultural Resources	The easement requirement maintains the beach open space, views, and public access.
ER-2.3	I	Promote Areas for Open Space	
ER-6.2	I	Protect and Enhance Major Scenic Resources	
CD-3.4 CD-14.1 CD-14.2 CD-14.3 ICS-11.10	II	- Neighborhood Quality of Life Program - Design Review Process - DAC Functions - Quality of Design - Water Supply Findings for Smaller Projects	Member of the Development Advisory Committee (DAC) review the proposed parcel subdivision and offered comments or conditions finding the map in compliance with level II policies.

Based on the above analysis, the proposed tentative map and coastal development permit may be found to be consistent with the 2030 General Plan

- c) Circulation, Parking and Building Design:** The proposed tentative parcel map and coastal development permit do not affect existing roadway conditions and future parking needs will be evaluated at the time that a future coastal development permit is filed for review. The building design will also be evaluated as part of the filing of a future coastal development permit.

- 7) Development Advisory Committee:** Development Advisory Committee recommendations were included in the attached resolutions.
- 8) Community Workshop:** On April 10, 2014, the applicant mailed notices of the Community Workshop meeting to all property owners within the Oxnard Shores Neighborhood. A notice of this meeting was posted at the project site with a brief description and contact information. The Community Workshop was conducted on Monday April 21, 2014. Community member attended the meeting and asked questions about the parcel subdivision and how that affected the existing development. Staff described that the proposed property line could not extend through a building and that the existing tri-plex would need to be removed before the final map was filed.
- Staff received calls from nearby residents that called to confirm that the project application involved the already developed site and not the vacant parcel to the south. The vacant parcel to the south is privately owned and, although a development application has not been filed, a beachfront home may be anticipated eventually. One resident indicated that new homes may raise property values in neighborhood and that existing buildings on the property looked aged. Two residents asked about the oceanside setback and whether homes would affect beach access and line of sight established along the ocean side of the project site. Staff shared with callers the public easement recommendation that creates consistency with the abutting parcels.
- 9) Appeal Procedure:** In accordance with Section 17-58(H) of the City Code, the Planning Commission's action may be appealed to the City Council within 10 working days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fees before the end of the appeal period.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Tentative Parcel Map
- C. Coastal Development Permit Resolution
- D. Tentative Parcel Map Resolution
- E. Notice of Exemption

Prepared by:	 JM
Approved by:	 CW

RESOLUTION NO. 2014 - 11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING AND ZONING PERMIT NO. 13-300-03 (TENTATIVE PARCEL MAP) TO SUBDIVIDE A 6,043 SF PARCEL INTO TWO 30-FOOT WIDE PARCELS LOCATED AT 701 MANDALAY BEACH ROAD (APN: 191-0-041-025), WITHIN THE OXNARD SHORES NEIGHBORHHOD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY KATH MCCUNNEY WITH M3 CIVIL, INC. ON BEHALF OF PROPERTY OWNERS BRUCE AND CAROLYN MATTHIAS, 400 ROSEWOOD AVENUE SUITE 201 CAMARILLO, CALIFORNIA 93010.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning and Zoning Permit No.13-300-03 (Tentative Parcel Map) (the “Project”), filed by Kath McCunney with M3 Civil, Inc. on behalf of property owners Bruce and Carolyn Matthias in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, said the Project was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the Planning Commission finds the Project conforms to the City of Oxnard 2030 General Plan and elements thereof for the reasons set forth in Section 6.b of the Planning Commission Staff Report; and

WHEREAS, the Planning Commission finds that Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities) and 15315 (Minor Land Divisions) as set forth in Section 5 of the Planning Commission Staff Report and as a result further finds that that there is no substantial evidence that the Project may have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council the approval of Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map), subject to the following conditions:

**STANDARD CONDITIONS OF APPROVAL
FOR LAND USE PERMITS**

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of

each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated September 4, 2014 (the “plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)
4. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, *G-8*)
5. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, *G-14*)

PLANNING DIVISION SPECIAL CONDITIONS

6. An approved tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the City Council pursuant to Section 15-46 of the City Code. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

7. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)
8. Prior to approval of the final map or parcel map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
9. Prior to release of the final map or parcel map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

STORMWATER QUALITY CONDITIONS

10. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

11. Prior to recordation of the parcel map, Developer shall demolish the existing structures on the property. The proposed property lines will create a violation of the California Building Code and the Oxnard City Code if the structures are not demolished. (DS)
12. Prior to filing of the Final Parcel Map, Developer shall execute and record an access easement agreement with the Ventura County Recorder to establish the terms and conditions of Developer's dedication of an exclusive public lateral access easement to the City of Oxnard. The access easement agreement shall, among other things, require that the Final Map (1) indicate an 11-foot exclusive public lateral access easement dedication to the City of Oxnard over the westerly portion of the property facing the Pacific Ocean, and (2) shall indicate that the only allowed structure(s) between the public access easement and the westerly face of any building (s), a distance of approximately six feet, are a ground level patio and/or non-enclosed deck(s) with clear or smoked glass railing/windbreaks, to the satisfaction of the Planning Manager. (DS)

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 4th day of September, 2014, by the following vote:

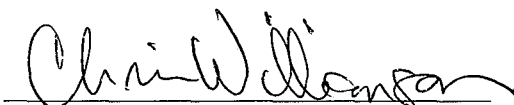
AYES: Commissioners: Frank, Huber, Stewart, Okada, Murguia, Nash, Mullin

NOES: Commissioners: None

ABSENT: Commissioners: None



Vincent Stewart, Chairman

ATTEST: 

Dr. Chris Williamson, Secretary

MINUTES

OXNARD PLANNING COMMISSION REGULAR MEETING September 4, 2014

A. ROLL CALL

At 7:00 p.m., the regular meeting of the Oxnard Planning Commission convened in the Council Chambers. Commissioners Deirdre Frank, Sonny Okada, Steven Nash, Vincent Stewart, Stephen Huber, Anthony Murguia and Patrick Mullin were present. Chairman Stewart presided and called the meeting to order. Staff members present were: Chris Williamson, Principal Planner, Rahsaan Tilford, Assistant City Attorney, Juan Martinez, Associate Planner, James Combs, Assistant Planner, and Maria Santana, Recording Secretary.

B. PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

Commissioner Nash led the pledge of allegiance.

C. PUBLIC COMMENTS

D. READING OF AGENDA

Principal Planner Williamson reviewed the agenda.

E. CONSENT AGENDA

1. APPROVAL OF MINUTES – July 17, 2014

MOTION: Commissioner Murguia moved and Commissioner Frank seconded a motion to approve the minutes of July 17, 2014 as presented. The question was called and the motion carried 7-0-0.

F. CONTINUED PUBLIC HEARINGS

1. PLANNING AND ZONING PERMIT NO. 14-300-01 (Tentative Parcel Map) – request for the subdivision of an improved 2.187-acre mixed-use development into two condominium parcels: one for 7 commercial uses and one for 44 rental apartments. The project is exempt from environmental review under Section 15325 of the State CEQA Guidelines. Located at 705 N. Oxnard Blvd. Filed by Huitt-Zollars Inc. for property owner Oxnard Pacific Associates, 430 E. State St., Ste 100, Eagle, ID 83616.

PROJECT PLANNER: JAMES COMBS

Assistant Planner James Combs presented a report for the subdivision of an improved 2.187-acre mixed-use development located at 705 N. Oxnard Boulevard, into two parcels: one parcel for seven commercial units and one parcel for forty-four rental apartments. A location map, zoning map, and aerial view were shown in the presentation. The project is exempt from CEQA and notice of exemption was completed.

Mr. Sean Butler, applicant, made a brief presentation to update Commissioners and staff by addressing issues of access and maintenance between the two parcels. Mr. Butler also requested conditions to be modified to allow for recordation of the reciprocal easement and CC&R's concurrently with the final parcel map.

Commissioners' concerns and questions were clarified as to how the subdivision of the mixed-use development would occur.

Chairman Stewart opened public comment.

Ms. Pat Brown not in favor of the project was concerned that subdividing will create conflicts in opinions between business owners and/or residents in near future.

Chairman Stewart closed public comment.

MOTION: Commissioner Okada moved and Commissioner Frank seconded a motion to adopt resolutions approving PZ: 14-300-01 (TENTATIVE PARCEL MAP NO. 5796) to subdivide an improved 2.187-acre mixed-use development into two parcels located 705 North Oxnard Boulevard, subject to certain conditions. The question was called and the motion carried 7-0-0.

- 2 PLANNING AND ZONING PERMIT NO. 13-400-02 (Coastal Development Permit) and 13-300-03, (Tentative Parcel Map) a request for a coastal development permit and tentative parcel map to subdivide a 6,043 square foot parcel into two 30-foot wide lots to each accommodate a future single-family home. Existing development to be demolished and future development will be subject to a Coastal Development Permit. Project is exempt from environmental review under Section No. 15315 of the State CEQA Guidelines. Filed by Kath McCunney, M3 Civil, Inc. on behalf of Bruce and Carolyn Matthias, 400 Rosewood Avenue, Suite 201, Camarillo, California 93010.

PROJECT PLANNER: JUAN MARTINEZ

Associate Planner Juan Martinez presented the project to subdivide a 6,043 square foot parcel into two 30-foot wide parcels to accommodate two future single-family beach front homes upon demolition of the existing triplex development. Mr. Martinez presented site information, views of the existing home, and brief history. Future dedication of an easement to the City

Mr. Michael T. Soper, designated agent, made a brief presentation and addressed questions from the Commissioners. Items in question then later clarified by the Commission were easement

rights, public access, and correct height. The designated agent agreed to address and clarify any additional questions or concerns with staff. Condition 12 of the staff report will be added to the Resolution.

Commissioners concerns were addressed regarding no endangerment to surrounding species. The project is exempt from CEQA.

Chairman Stewart opened public comment.

Ms. Pat Brown raised concerns about project with sea level rise, blocking ocean views and size of the future City easement.

Chairman Stewart closed public comments.

MOTION: Commissioner Huber moved and Commissioner Murguia seconded a motion to adopt PZ: 13-300-03 (TENTATIVE PARCEL MAP) to subdivide a 6,043 sq. ft. parcel into two 30-foot wide parcels located at 701 Mandalay Beach Road. Prior to recording the Final Parcel Map, the Final Map shall (1) indicate an 11-foot exclusive public lateral access easement dedication to the City of Oxnard over the westerly portion of the property facing the Pacific Ocean, and (2) shall indicate that the only allowed structure(s) between the public access easement and the westerly face of any building(s), a distance of approximately six feet, are a ground level patio and/or non-enclosed deck(s) with clear or smoked glass railing/windbreaks, to the satisfaction of the Planning Manager. The question was called and the motion carried 7-0-0.

G NEW PUBLIC HEARINGS

H. REPORTS; STUDY SESSION

Wireless Study session presented by Jonathan Kramer, Esq., Telecom Law Firm, P.C.

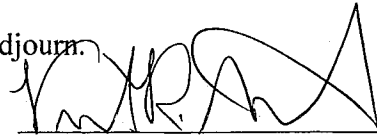
Mr. Jonathan Kramer made brief presentation explaining the process of wireless law, detailing examples of case studies, procedural processes, and exhibits of existing facilities.

I. PLANNING COMMISSION BUSINESS

J. PLANNING MANAGER COMMENTS

K. ADJOURNMENT

At 9:35 p.m., the Planning Commission concurred to adjourn.



Vincent Stewart, Chairman

ATTEST: Chris Williamson
Chris Williamson, Principal Planner

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 13-300-03 (TENTATIVE PARCEL MAP), A REQUEST TO SUBDIVIDE A 6,043 SF PARCEL INTO TWO 30-FOOT WIDE PARCELS LOCATED AT 701 MANDALAY BEACH ROAD (APN: 191-0-041-025), WITHIN THE OXNARD SHORES NEIGHBORHHOD, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY KATH MCCUNNEY WITH M3 CIVIL, INC. ON BEHALF OF PROPERTY OWNERS BRUCE AND CAROLYN MATTHIAS, 400 ROSEWOOD AVENUE SUITE 201 CAMARILLO, CALIFORNIA 93010.

WHEREAS, the City Council has reviewed Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map), a request to subdivide a 6,043 square foot parcel into two 30-foot wide parcels located at 701 Mandalay Beach Road, filed by Kath McCunney with M3 Civil, Inc. on behalf of property owners Bruce and Carolyn Matthias in accordance with Chapter 15 of the Oxnard City Code; and

WHEREAS, on September 4, 2014, the Planning Commission held a duly noticed public hearing and adopted Resolution No. 2014-10 approving Planning and Zoning Permit No. 13-400-02 (Coastal Development Permit) and Resolution No. 2014-11 recommending City Council approval of Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map); and

WHEREAS, the City Council has carefully reviewed Planning Commission Resolution Nos. 2014-10 and 2014-11 and all written and oral evidence presented; and

WHEREAS, said Tentative Parcel Map was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations; and

WHEREAS, the City Council finds that the Tentative Parcel Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Tentative Parcel Map is consistent with the 2030 General Plan and any applicable Specific Plan thereunder; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and the development will not cause substantial environmental damage, serious public health problems or conflict with any public utility or service easements; and

WHEREAS, the City Council finds that approval of the proposed Tentative Parcel Map is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State

CEQA Guidelines Sections 15301 (Existing Facilities) and 15315 (Minor Land Divisions) and as a result further finds that there is no substantial evidence that the Project may have a significant effect on the environment.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

Planning and Zoning Permit No. 13-300-03 (Tentative Parcel Map) is hereby approved, subject to the conditions set forth in Planning Commission Resolution No. 2014-11.

PASSED AND ADOPTED this 16th day of December 2014, by the following vote:

AYES:

NOES:

ABSENT:

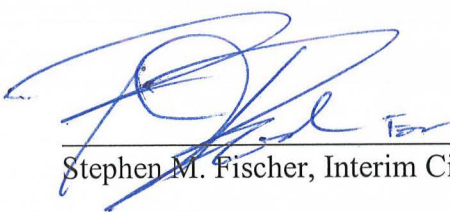
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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

Agenda Item No. L-1Reviewed By: City Manager *GN*City Attorney *SMF*Finance *JL*

Other (Specify) _____

DATE: December 10, 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.

SUMMARY**I. Background**

At the Council's November 18, 2014 meeting, staff presented the results of an audit related to employees' annual and vacation leave accruals that were accrued above the maximum allowable limits set forth in the City's written policies, including memoranda of understanding and administrative policies, as noted by the City's independent auditor in December 2013.

As you are aware, the audit report found that while various types of employee leave, including vacation and annual leave, are subject to maximum accruals pursuant to current MOUs and Administrative Policy E-5 for unrepresented employees, those limits have not been enforced since at least 2005. The audit also found that the City Council did not approve the practice by City Management to allow accruals in excess of the caps. As of the pay period ended on August 1, 2014, the City's unfunded liability associated with the excess vacation and annual leave accruals was approximately \$1.9 million.

At the conclusion of the staff presentation, the City Council was informed that the City Manager had taken immediate steps to stop the accrual of additional excess leave by informing representatives of the employee organizations that (i) excess leave balances were being frozen immediately; (ii) employees had until March 14, 2015 to draw down vacation/annual leave balances below the maximum cap; and (iii) after March 14, 2015 employees will not accrue additional leave until they fell below the maximum cap. It was also reported that the City had an obligation to meet and confer with the employee groups related to how to treat the excess leave balances that were immediately frozen pending those discussions.

II. Enforcement of Maximum Leave Caps

The results of the audit report raise a series of questions regarding what steps the City can take on both a going-forward and retroactive basis.

A. Can the City enforce leave caps as set forth in the Council-approved MOUs?

Yes. The City may enforce the vacation and annual leave caps on a going-forward basis consistent with MOU provisions approved by the Council by providing written notice to the affected bargaining unit(s). The current MOUs for IUOE and SEIU provide that employees may exceed the caps during the calendar year but must be at or below the cap no later than the last pay period in December of each year, through either taking time off or cashing out leave up to the allowable maximum. The City's MOU with OPOA allows employees once a year with prior approval to exceed the maximum accrual caps for five consecutive pay periods. Notice has been provided to each of these units and the parties have met to discuss ensuring compliance with applicable current MOU provisions.

B. If the City has interpreted MOU language to allow excess leave accruals during a calendar year similar to IUOE and SEIU, as opposed to following the contract language that provides for no additional leave to be accrued once the employee reaches the maximum accrual, may the City adhere to the contract Language going forward?

Yes. The City has provided notice to Fire, Fire Management and Police Management of this issue and are currently working towards resolution. Employees in these units either do not have excess leave balances or their excess leave balances are minimal. Based on the Council-approved leave cash out provisions in their MOUs, it is likely that most, if not all, of the employees in these bargaining groups will be below the applicable leave caps by the end of the calendar year. Going forward the City will be negotiating clear language to ensure that maximum accruals are in place and enforced on a pay period to pay period basis.

C. Can the City eliminate Administrative Policy E-5, which sets forth annual leave accrual levels and caps for Top Management/Confidential and Mid-Managers?

Yes. Administrative Policy E-5 ("E-5") was last updated in 2008. As discussed on November 18, 2014, E-5 has been in existence for over six years and is incorporated by reference in the Fire Management MOU that was approved by the City Council. The City's current administrative manual allows for the City Manager to generate administrative policies without Council approval and does not expressly exclude matters related to employee leave accrual. Therefore the Council was not apprised of this issue until raised to the City in its 2013 audit by the City's outside auditors. This policy has been in effect and remained unchallenged for at least six years. While it is normal for City department heads to have the authority to create administrative policies that address operational issues, benefits that affect compensation, such as leave accrual, are normally approved and implemented only if they are adopted by resolution by the governing body. It should be noted that the Mid-Management Unit ("OMMA") is currently negotiating its first MOU as a newly formed bargaining unit and until the City and OMMA reach agreement on the terms of an MOU, E-5 is applicable to this unit.

D. May the City unilaterally eliminate excess leave already accrued?

Notwithstanding the lack of any Council approval of the excess leave accruals, past City Administrations, including the past City Manager's Office, Finance and Human Resources Departments were aware of this issue and allowed accrual of leave in excess of the applicable maximums. This created a past practice that has been in place for a minimum of nine years. This was confirmed by the City's response to the December 2013 audit letter in which it said, in response to the finding of non-compliance with written policies on compensated absences, that "[t]he accrual of compensated absence benefits has been a long standing practice of the City."

For those units that are covered by MOUs that explicitly allow employees to accrue excess leave during the calendar year, the City may not unilaterally change the terms and conditions of employment without first meeting and conferring. For those units for which there has been a practice of allowing employees to accrue excess leave, either under E-5 or as a result of a long standing practice as described in the City's response to the December 2013 audit letter, the City's attempt to unilaterally eliminate the already accrued leave balances would likely subject the City to protracted litigation.

UPDATE ON WHAT CITY STAFF HAS ACCOMPLISHED SINCE NOVEMBER 18, 2014
REPORT:

At the City Council meeting on November 18, 2014, staff reported that it would meet with all of the bargaining units and provide City Council with a report back. Following these discussions and further internal discussions with City staff, I will be taking the following actions:

- A. Effective January 30, 2015, Administrative Policy E-5 shall be eliminated in its entirety. The terms of E-5, as they apply to unrepresented management and confidential employees, OMMA and Police and Fire Management, will remain in effect until January 29, 2015 except that (i) employees will be permitted to move only excess leave into reserve leave accounts on a one time basis on or before January 29, 2015 and (ii) employees will be permitted to convert annual leave for deposit into deferred compensation accounts in 2015, after which employees will no longer be permitted to convert annual leave into deferred compensation.
- B. Return to the City Council by the first Council meeting in February 2015 to have the City Council adopt a salary resolution which shall outline all of the City's compensation (salary and benefits) for unrepresented management and confidential employees. Once adopted, the terms of the salary resolution may only be amended by a resolution of the City Council.
- C. Recommend that the salary resolution for unrepresented management and confidential employees include the following changes related to the elimination of E-5:
 - a. Elimination of any reserve leave bank on a going-forward basis;

- b. Reduce the Administrative Leave for Department Heads from a maximum of 100 hours per year to 80 hours and for management employees from a maximum of 56 hours to 40 hours;
 - c. Reduce the maximum annual leave cash out from 120 hours to 80 hours annually;
 - d. Convert employees' compensated absences back to separate vacation leave and sick leave banks. The vacation leave bank by law must be paid off at time of separation but while the separate sick leave bank would have no cash value upon separation but would remain available for employees to use when they are sick. This will reduce the accrual of annual leave and cash liability by approximately 96 hours per person per year.
- D. Request that the City Attorney's office provide the City Council with an updated City ordinance that clearly outlines the City Council and City Manager's authority related to authorization of employee compensation;
- E. Conduct an internal review of major compensation provisions applicable to all bargaining groups as the current compensation system has no consistency on elements that should generally be similar between bargaining groups (e.g. leave accruals, holidays, medical contributions etc.). The lack of consistency makes ensuring contract compliance even more challenging. Following completion of this review, City staff will return with recommendations as part of future bargaining;
- F. Notified all affected units that leaves accruals effective mid-November shall be enforced as provided for in current MOU provisions and employees will have until March 14, 2015 to draw down vacation or annual leave balances below the applicable caps;
- G. Address leave issues as part of contract negotiations with employee groups as contracts become open to ensure (i) that leave accruals are consistent with market rates and (ii) strict compliance with maximum leave accrual caps; and
- H. Continue bargaining with the affected bargaining groups related to the excess leave is continuing.

CONCLUSION

Clearly, several past City Administrations who were charged with advising and seeking authorization from the City Council as well as administering and ensuring contract compliance in this matter failed. We have traced non-compliance with leave caps in writing as far back as March 2008 but have been told by long term employees that leave balances have been an issue in one form or another dating back to the 1990's. In this matter the departments that are charged with advising the policy makers, making sound economic recommendations, and ensuring contract compliance are, without question, the City Manager, Finance and Human Resources Departments. This failure only serves to erode the confidence in City government of people in this wonderful community who we are charged to serve. This failure by the stewards of the City creates negative perceptions of all 1,681 (regular and temporary) City employees yet, this matter affects only a small portion of the City's workforce – approximately 200

employees. And, of these impacted employees, many remained on the job, providing public safety and other direct services to the public instead of taking time off.

As I look back at my first six months serving as your City Manager, I have come to appreciate and understand that the City is facing many issues and challenges that we are obligated to address and fix. The City's current state is the result of years and years of City Management operating without internal controls or transparent policies and procedures and the problems we are seeing as a result cannot all be fixed in a single year. While much time can be spent reviewing and litigating what has happened up to today, I have concluded that this would only cost the City more resources and monies and only serve to slow down the progress that we have already made and that must continue. With recent vacancies in the City's top management positions, we have an incredible opportunity for a new start with managers who can take a fresh look at the City's policies and practices, and who believe in ethics, serving the public, managing to best practices and transparency. In January, Management Partners will be presenting its first update related to the organizational review and this will start the foundation towards rebuilding the City for the people of this community. Lastly, it is unfortunate that due to the failure of a small group of top managers, all City employees have been painted with a negative brush. In my six months serving this community and working with City staff, I have seen that the majority of the employees in the City of Oxnard are embracing the change of this new administration. I look forward to working with the City Council, the employees of the City and the community we serve in a forward motion towards rebuilding this wonderful City of ours.

FINANCIAL IMPACT

The actions outlined in this report will cap the accrued leave liability and are anticipated to reduce that liability into the future. In addition these actions will reduce potential costs in the current fiscal year that would result if employees needed to use up vacation time in a restricted time period. And lastly, these actions are designed to avoid the high cost of litigation.

GN:lal



Meeting Date: 12/16/2014

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-1

Reviewed By: City Manager GM City Attorney SMF Finance QL Other (Specify) _____

DATE: December 4, 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 12/16/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	General Services - Streets Phillip Gregorie 797-8219	Harbor Offshore, Inc. Agreement No. A-7736	On-Call Diving & Maintenance Services for Mandalay Waterways, Westport & Seabridge Communities This agreement is for one year with the option to renew two (2) consecutive one-year terms at a cost of \$250,000 for each one-year option for an overall total not to exceed \$750,000. On October 17, 2014, staff issued a survey requesting qualifications for on-call diving services for debris removal, in-water physical inspections and evaluations and for the maintenance and repair of seawalls, slope protection, rip rap, and mud slopes. This survey was sent to four (4) known contractors who perform this type of service. Staff received and reviewed two proposals and determined Harbor Offshore to be the most qualified contractor to perform the services due to the contractor's experience and familiarity with the scope of work. Total Contract Amount: \$250,000 FundingSource: Community Facilities District Funds	\$250,000
B	Amendment	Community Development Kymberly Horner 385-7853	R. A. Atmore & Sons, Inc. Agreement No. 4732-09-CD Amendment 4	Fourth Amendment to Agreement for Trade Services Vendor will provide weed abatement services to Successor Agency owned properties in the Downtown & Ormond Beach areas. Staff solicited quotes from four prospective vendors, receiving two quotes for service. The vendor was selected based on providing the lowest quote and vendor's ability to provide abatement services to environmentally sensitive land in Ormond Beach. This amendment is to extend the term and dollar amount of the original agreement. The new term will coincide with future Recognized Obligation Payment Schedules ("ROPS") expiring 6/30/2016. The annual contract amount is \$25,000 per year. The Fourth Amendment to the Agreement will result in a 17-month contract and the total contract amount will be \$135,417. Total Contract Amount: \$135,417 FundingSource: Redevelopment Property Tax Trust Funds	\$35,417

ATTACHMENT #1
PAGE 1 OF 7

City Manager Contract List for 12/16/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
C	Amendment	Community Development Kymberly Horner	Heritage Square Property Owners Association Agreement No. 6150-13-CD	Contributions for Management and Use of Common Areas within Heritage Square Heritage Square (HS) is home to the City's Summer Concerts series and the Successor Agency's facility rental program. In order to use the HS plaza for such events, the HS Property Association requires a \$59,000 payment per year for use of the Plaza. The City's portion is \$13,000 and the Successor Agency's portion is \$46,000. Staff is requesting an extension of two years to the original Agreement, for the period to end June 30, 2016. Per the proposed Amended Agreement, payment is subject to the City's budget approval process and the State Department of Finance approval. The contract can be terminated with a 10-day written notification. Expenditures related to these services will be paid for with Redevelopment Property Tax Trust Funds and General Fund. Total Contract Amount: \$236,000 FundingSource: Redevelopment Property Tax Trust Funds/General Fund	\$118,000
		385-7853	Amendment 2		
D	Amendment	Community Development Kymberly Horner	Alert Management Company Agreement No. 6338-13-CD	Property Management Services for Successor Agency Land Holdings The proposed First Amendment is to continue to provide property management services specific to the properties owned by the Successor Agency. The Consultant will be providing custodial services at Heritage Square. This 1st Amendment provides a 22-month extension of the current contract which will now expire on June 30, 2016 and increase the contract amount by \$45,250, thereby resulting a total contract amount of \$59,650. Consultant was selected through a professional services process. The Consultant is listed on the current Recognized Obligation Payment Schedule ("ROPS 14-15A") for the period of July 1, 2014 - December 31, 2014, and was approved by the State Department of Finance. Expenditures related to these services will be paid for with Redevelopment Property Tax Trust Funds. Total Contract Amount: \$59,650 FundingSource: Redevelopment Property Tax Trust Funds	\$45,250
			Amendment 1		

ATTACHMENT
PAGE 2 OF 2



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

Prepared By: Luly LopezAgenda Item No. 5-2Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Human Resources

Other (Specify) _____

DATE: December 8, 2014**TO:** City Council**FROM:** Greg Nyhoff, City Manager
Office of the City Manager**SUBJECT:** First Amendment to Agreement with Management Partners, Inc., for Interim Chief Financial Officer**RECOMMENDATION**

That City Council approve and authorize the City Manager to execute a First Amendment to the Agreement for Consulting Services with Management Partners, Inc. (6926-14-CM), in the amount of \$70,000 for an Interim Chief Financial Officer bringing the total amount of the contract to a not to exceed amount of \$195,000.

DISCUSSION

On September 30, 2014, City Council approved and authorized the City Manager to enter into an agreement with Management Partners, Inc., to assist with an organizational assessment. With the recent announcement of the retirement of the Chief Financial Officer, the City of Oxnard is in need of an Interim Chief Financial Officer who has the expertise to assist while the City recruits to fill the vacancy. It is anticipated that the recruitment process will take three to four month to complete.

FINANCIAL IMPACT

Funds are available through salary savings from current and future unfilled positions.

GN:lal

Attachment #1 – First Amendment to Agreement for Consulting Services with Management Partners, Inc.
Attachment #2 – Proposal by Management Partners, Inc.

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16th day of December, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Management Partners, Inc., ("Consultant"). This First Amendment amends the Agreement entered into on October 9, 2014, by City and Consultant.

City and Consultant agree as follows:

1. Effective December 16, 2014, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A-1, attached hereto and incorporated herein by reference.
2. Section 8 of the Agreement, is amended to include the following:

"Consultant shall provide bi-weekly updates to the City Manager."
3. Section 14a of the Agreement, Exhibit C is supplemented with Exhibit C-1, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

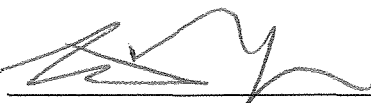
MANAGEMENT PARTNERS, INC.

Greg Nyhoff, City Manager

Gerald E. Newfarmer, President and CEO

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Stephen M. Fischer, Interim City Attorney



James Cameron, Risk Manager

ATTACHMENT 1
PAGE 1 OF 4

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 16th day of December, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Management Partners, Inc., ("Consultant"). This First Amendment amends the Agreement entered into on October 9, 2014, by City and Consultant.

City and Consultant agree as follows:

1. Effective December 16, 2014, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A-1, attached hereto and incorporated herein by reference.

2. Section 8 of the Agreement, is amended to include the following:

"Consultant shall provide bi-weekly updates to the City Manager."

3. Section 14a of the Agreement, Exhibit C is supplemented with Exhibit C-1, attached hereto and incorporated herein by reference.

4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

MANAGEMENT PARTNERS, INC.

Greg Nyhoff, City Manager

Gerald E. Newfarmer, President and CEO

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

James Cameron, Risk Manager

ATTACHMENT 1
PAGE 2 OF 4

Exhibit A-1

1. **Scope of Services**. Management Partners shall assist the City by executing the following scope of services in a satisfactory and proper manner in accordance with direction provided by the City Manager, or designee. Direction to proceed with individual services shall be provided by City to Partners in writing, including the specific nature of the service. Services may include:

- Expert advice in all financial issues pertaining to the City;
- Temporary management services of limited duration;
- Analytical services;
- Business process, organizational improvement and customer service improvement services; and,
- Assistance in filling vacant positions.

Exhibit C-1

1. **Compensation and Method of Payment.** Management Partners will invoice the City on a periodic basis as services are provided. The hourly rate charged for services performed by Dave Millican on this engagement will be \$125 plus travel expenses, as described in Management Partners proposal dated December 8, 2014.

The following hourly rates apply to other consultants on the engagement:

Associate	Hourly Rate
Project Director	\$ 250
Project Manager	200
Special Advisor	190
Senior Manager	175
Senior Management Advisor	140
Management Advisor	95
Management Analyst	75
Staff Assistant	55

Hourly rates are subject to periodic adjustment on a company-wide basis. Expenses are billed at cost.



December 8, 2014

Mr. Greg Nyhoff
City Manager
City of Oxnard
300 W. Third Street
Oxnard, CA 93030

Dear Mr. Nyhoff:

Thank you for the opportunity to submit a proposal to provide financial management consulting assistance to the City of Oxnard. Management Partners has the expertise and skills necessary to provide this consulting expertise and we would be pleased to do so.

About Management Partners

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. We are a national consulting firm headquartered in Cincinnati, Ohio, with offices in San Jose and Costa Mesa, California. We have a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties, towns and special districts at the local level.

During our 20 years of service, we have earned a national reputation by delivering quality, actionable work products to our clients. We bring extensive experience to this project, along with first-hand knowledge of local government operations. We are distinguished by the fact that each team we assign is led and staffed by associates who have actual experience in direct public service and experience working together as a team. The work we do is not an academic exercise; it is grounded in the real world of customer service and accomplishment in the public sector. As a result, we have a bias for producing value-added work for each client that will be actionable, and will be implemented.

The firm is staffed with about 80 professionals who are experienced public service managers as well as qualified management consultants. This group includes generalists as well as subject-matter experts. Our consultants have years of experience working in all aspects of local government management and have built a track record of extraordinary quality service for our clients.

ATTACHMENT 2
PAGE 1 OF 4

The firm has extensive experience helping improve both the efficiency and effectiveness of local government services. We have completed organizational staffing and improvement projects in virtually every type of local government service, including reviews of entire governments as well as selected studies of individual departments and functional activities.

Management Partners' services include everything required to support a local government leader, elected or appointed. Our full range of services includes the following:

- Organizational Analysis and Performance Audits – Also called efficiency studies and organizational reviews, identifies improvements to an operation's efficiency and effectiveness.
- Performance Management – Encompasses a wide range of management tools that can be and often are developed independently of one another, including: performance management and measurement, process management, performance budgeting, employee performance evaluation and strategic and process benchmarking.
- Process Improvement – Examines the processes by which customers are served, an important technique for developing a program for operations improvement, including process mapping.
- Strategic and Business Planning – Can be an important tool for focusing the efforts of an organization and fostering communication between leaders, staff and important stakeholder groups.
- Financial Planning, Budgeting and Analysis – Assists clients in analyzing their finances and planning for the effective and efficient use of taxpayer or customer dollars.
- Organizational Development and Training – Helps clients develop organizational capacity, a key to developing high performance organizations. Services include executive coaching, customer service training, employee and customer surveys and conflict management workshops.
- Sharing and Consolidation of Services – Offers a more efficient way to provide services, particularly on a regional basis. Options range from the complete integration of previously separate jurisdictions to sharing or consolidating the management of individually delivered services and operations.
- Interim Management – Assists government leaders by providing executive staff during transitional periods. Rather than just "treading water," our approach to interim management combines continuation services along with organizational effectiveness analysis to provide a solid foundation for a new permanent employee.
- Executive Recruitment – Identifies top candidates for chief executive officer positions and department director level jobs in local governments.

We offer a balance of perspectives with a practitioner's bias and a proven track record of successful consulting engagements. This experience gives us a sensitivity that produces positive outcomes. Each of our projects is individually tailored to the unique needs of the client. We have a deep understanding of the service environment of local government and we are proud to

say that as a result of our quality work, many of our clients ask us to complete subsequent assignments.

Understanding of the Engagement

We understand the City has a need for interim chief financial officer services and expertise advice while it recruits to fill the vacant department head position. We will assign Dave Millican to this engagement. His qualifications are attached. Dave will work for and at the direction of Management Partners, while providing expert consulting advice and services to your satisfaction. Management Partners will provide all insurance, training and administrative support (including company equipment) as necessary during the assignment. Our commitment is to provide continuous and seamless management services to you during this transition period.

In addition to Dave Millican, Management Partners has several other consultants who can provide advice to the City of Oxnard, as needed.

Fee Proposal

Management Partners will provide interim management consulting services on an hourly rate plus expenses. During this engagement, the actual consultant hours will be reimbursed by the City at a rate of \$125 per hour for Dave Millican, plus travel expenses. This is a discounted rate in recognition of the anticipated duration of this project. We anticipate travel expenses to consist of airfare, mileage, lodging and other reasonable travel expenses associated with our consultant who will be traveling from a distance to this engagement. Other consultants will be provided on an as-needed basis as requested by the City at their regular hourly rates, ranging from \$55 to \$250 per hour depending on the individual assigned to the project. Hourly rates are subject to periodic adjustment on a company-wide basis.

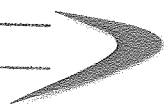
We appreciate the opportunity to be of assistance to the City of Oxnard. Please feel free to contact either Jan Perkins (949-202-8870) or me if you have any questions about this proposal.

Sincerely,



Andrew S. Belknap
Regional Vice President

ATTACHMENT 2
PAGE 3 OF 4



DAVE MILLICAN

Dave Millican, Special Advisor, has been committed to government management, municipal finance and urban economics since he started his career. He has served the practice leader for state, local and not-for-profit organizations for the San Francisco office of a major CPA firm, was vice president for a multi-application municipal information system software supplier and served as the chief financial officer of four cities. He also contributed as a problem solver and negotiator for complex land use entitlements, developed comprehensive development impact fee systems, settled lawsuits and claims, structured multi-vendor franchise agreements, negotiated labor contracts and formed redevelopment project areas obtaining approval of major plan amendments. Dave developed a broad knowledge of project management, policy and contract decision process design and community outreach to citizens and business, other agencies and special interests.

While serving as the chief financial officer of the Cities of Burlingame, South Lake Tahoe, and Fremont, California and Santa Fe, New Mexico for over 27 years, he dealt with resource limits caused by taxpayer revolts, seizure of local revenue sources by the state and severe economic dislocation resulting from the high-tech crash at the beginning of this decade. In the course of meeting those challenges he successfully used participative budget and change management processes that included policy makers, executive leaders, employees and labor leaders, citizens and other stakeholders in developing action plans to redefine services and change city financing structures. Fremont, in particular, faced opportunities and challenges as a growing high tech center, the fourth largest city in the San Francisco Bay Area and one of the most diverse cities in the country. In Santa Fe, a tourist destination second only to New York and San Francisco, he successfully negotiated the rescue of a failing 150 year old private college with minimal cost and risk to the City.

Dave served as a member of the Board of Directors of the California Society of Municipal Finance Officers (CSMFO), as a member of several League of California Cities (LOCC) policy committees, as a member of the California Committee on Municipal Accounting and as a member of the CSMFO/LOCC joint task forces on government reorganization, the League's working group on "triple flip" implementation and the contract agency task force on California Public Employee Retirement System rate setting and services and services to contract agencies. Recently he served as a member of the Government Finance Officers Association technical advisory committee on fiscal first aid and recovery.

With Management Partners, Dave has advised clients throughout northern California on financial management matters. Notable on the list of those clients are the cities of Vallejo and Stockton as they were working through very difficult bankruptcy issues. Dave is an accounting graduate of the University of California at Berkeley and did graduate work and taught accounting at the University of Texas at Austin.



Meeting Date: 12/16/14

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

Prepared By: Todd Vasquez-Housley, Environmental Resources-MRF Manager Agenda Item No. S-3

Reviewed By: City Manager MM City Attorney JBS Finance JV Other (Specify) _____

DATE: December 3, 2014

TO: City Council

FROM: Martin R. Erickson, Deputy City Manager
City Manager Department

SUBJECT: Purchase Order with Accent Wire for Supply and Delivery of Material Recovery Facility Baling Wire

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a purchase order with Accent Wire in an amount not to exceed \$420,000 for supply and delivery of baling wire for recyclables for a three year term from December 16, 2014 to December 16, 2017.

DISCUSSION

The City's Del Norte Regional Recycling and Transfer Station generate hundreds of recycling tonnage per day. Baling wire is critical to bundle the recyclables for sale and transport. Because of the weight of recycling bales, some may weigh over two-tons such as aluminum cans, baling wire must meet specific standards of 11 gage Galvanized Extra Hi Tensile Wire.

On September 23, 2014, the City issued a competitive Request for Bid for supply and delivery of Material Recovery Facility Baling Wire. Three companies were notified of the opportunity. Because this wire is a specialized material, most vendors do not qualify. One vendor submitted a bid by the closing date of October 16, 2014. Staff determined Accent Wire to be a qualified bid that meets the needs of the City.

FINANCIAL IMPACT

Funds are available in the Solid Waste Operating Fund to cover the annual cost of \$140,000 for this agreement.

TH:jd

Attachment #1 Blanket Purchase Order



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

CCRC

**PURCHASE
ORDER NO.
005150**

REVIEWED

12/2/14

DATE: 12/2/2014

VENDOR PHONE: (866)883-2246

VENDOR FAX: (281)255-0710

VENDOR #: 19257

VENDOR ADDRESS: ACCENT WIRE PRODUCTS
10131 FM 2920
TOMBALL, TX 77375

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/02/2014				GREG WEEKS, SALES MANAGER	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

BAILING WIRE FOR MATERIAL RECOVERY FACILITY

Effective date: 12/03/2014

Expiration date: 12/03/2017

Not to exceed: 420,000.00

BAILING WIRE FOR MATERIAL RECOVER FACILITY (MRF)

RFB CM-R15-12

EXP. 12/3/17

NOT TO EXCEED \$420,000.00

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

TOTAL PURCHASE AMOUNT

\$0.00

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

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

**PURCHASE
ORDER NO.
005150**

DATE: 12/2/2014

VENDOR PHONE: (866)883-2246

VENDOR FAX: (281)255-0710

VENDOR #: 19257

VENDOR ADDRESS: ACCENT WIRE PRODUCTS
10131 FM 2920
TOMBALL, TX 77375

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/02/2014				GREG WEEKS, SALES MANAGER	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

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

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

Prepared By: Paul J. Wendt

Agenda Item No. S-4

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: 12/04/2014

TO: City Council

FROM: Matthew G. Winegar, Development Services Director
Development Services Department

SUBJECT: Modification to two Declarations of Restrictive Covenants on Properties Located at; 1) 561 Kinetic Drive (APN 216-0-231-01), and; 2) 2100 Solar Drive (APN 213-0-052-02) to facilitate the owners obtaining Small Business Administration Loans

RECOMMENDATION

Approve and authorize the Mayor to execute modifications to the terms of two Declaration of Restrictive Covenants executed by previous owners in favor of the City of Oxnard.

DISCUSSION

New development projects within the northeastern portion of the City (Rice Road Drain and East Fifth Street Drain watersheds) are required to provide on-site storm water retention measures to limit storm water discharge due to capacity limits of downstream Ventura County Watershed Protection District drains. The City requires affected projects to construct site specific storm water improvements implementing runoff limitations and enter into a Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance. These covenants obligate the property owner to maintain the improvements in a functioning manner and allow the City access to inspect the improvements and include a city standard indemnity clause.

The current property owners of these two properties have applied for a loan that will eventually be assigned to the Federal Government as a U.S. Small Business Administration loan secured by a Deed of Trust on the property. The Anti-Deficiency Act precludes Federal employees from obligating Federal funds that are not available or obligating the Federal government to pay funds prior to their appropriation. Under the original wording of these Covenants, the Federal government could become obligated to incur costs (that are currently unknown) to compensate the indemnified party (in this case the City of Oxnard) for any loss or damage that the Federal government caused through its negligence or willful misconduct if the Federal government ever foreclosed on its Deed of Trust. Courts have held that indemnity clauses such as these violate the Anti-Deficiency Act because they obligate the federal government to funds that have not been appropriated. In order to facilitate the owner obtaining a Small Business Administration loan, we recommend modifying the Declaration of Restrictive Covenants.

Modification to Declaration of Restrictive Covenants

May 22, 2014

Page 2

The proposed modification only affects the obligations contained in the indemnity paragraph of the original covenants. The proposed modification only applies to the Federal Government as assignee of the Deed of Trust and does not relieve any owner preceding or following the Federal Government from the indemnity requirements.

FINANCIAL IMPACT

There is no anticipated financial impact.

(PJW)

- Attachment #1 - Modification to Declaration of Restrictive Covenant with Oxnard Solar Properties LLC
- Attachment #2 - Modification to Declaration of Restrictive Covenant with Michael Champ Haase and Gina Lynn Haase, Trustees of the Haase Family Revocable Trust dated June 15, 2004

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

U.S. Small Business Administration
c/o CA Statewide CDC
426 D Street
Davis, CA 95616

SPACE ABOVE THE LINE IS FOR RECORDER'S USE

MODIFICATION TO DECLARATION OF RESTRICTIVE COVENANT

(MOD TO A-4273)

This Agreement ("Agreement") is made and entered into on October 27, 2014 and modifies a prior Declaration of Restrictive Covenant ("Original Agreement") recorded on June 26, 1989, in favor of the City of Oxnard (hereinafter referred to as "City") and executed by Oxnard Office Partners, a California General Partnership ("Declarant"), and binding upon its successors, including but not limited to Oxnard Solar Properties, LLC (hereinafter referred to as ("Owner")).

RECITALS

WHEREAS, Owner, its successors and assigns, are bound by the terms of the Original Agreement; and

WHEREAS, the Original Agreement was recorded in the official records of Ventura County, California on June 26, 1989 as Document Number 89-100181; and

WHEREAS, the Original Agreement contains an obligation in Paragraph 7, that the Owner shall indemnify and hold harmless the City, its officers, agents, employees and other authorized representatives from any and all liability and claims for damages sustained by any person or property resulting from or in any way connected with, any act or omission by Declarant or any of its employees, agents, or contractors in performing the work provided for in the Agreement ; and

WHEREAS, Owner is about to or will execute, a deed of trust and note in the sum of \$1,835,000.00 payable with interest (the "Deed of Trust"), which Deed of Trust will be in favor of California Statewide Certified Development Corporation, a Certified Development Company, and which Deed of Trust will thereafter be assigned to the U.S. Small Business Administration, an Agency of the United States Government ("SBA"); and

WHEREAS, it is a condition precedent to obtaining said loan that the SBA be specifically excluded from and against any and all obligations imposed on the Owner as set forth in the Original Agreement, Paragraph 7, due to the Federal Anti-Deficiency Act (USC Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1341) ("Act").

NOW THEREFORE, Owner and the City agree as follows:

1. **EFFECT OF FEDERAL ANTI-DEFICIENCY ACT:** The parties desire to modify the Original Agreement to specifically agree that SBA shall not be obligated to perform, and shall be completely relieved from, any obligation under the Original Agreement, Paragraph 7, to the extent, and only to the extent, that such performance would constitute a violation of the Act. SBA shall be deemed a third party beneficiary of this Agreement.

2. **RECORDING:** This Agreement shall be recorded in the official records of Ventura County, California.

3. COVENANTS RUN WITH THE LAND: The parties agree that all agreements and obligations contained in the Original Agreement are covenants which benefit and run with the property described in Exhibit "A", in accordance with Section 1468 of the California Civil Code, and such agreements and obligations shall be binding upon subsequent purchasers, constituents, transferees, successors and assigns, as provided in the Original Agreement; provided that, consistent with the modification of the Original Agreement set forth above, such agreements and obligations of Paragraph 7 shall not be binding on SBA insofar as they would constitute a violation of the Anti-Deficiency Act as to SBA.

4. COUNTERPARTS: This Agreement may be executed in counterparts.

Except as modified herein, all terms of the Original Agreement shall remain unchanged and shall remain in full force and effect.

**READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING.
ATTACH NOTARY ACKNOWLEDGMENTS.**

CITY:

CITY OF OXNARD

OWNER:

OXNARD SOLAR PROPERTIES, LLC

BY:

NAME: Andrew Langrouet

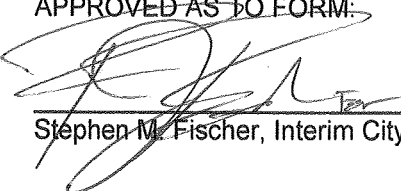
TITLE: Manager

Tim Flynn, Mayor

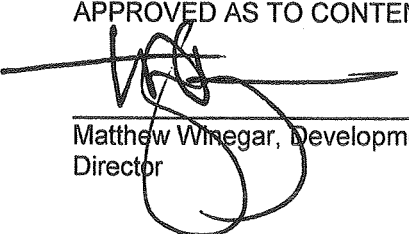
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

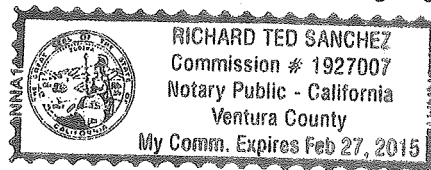

Matthew Winegar, Development Services
Director

State of California)
County of VENTURA) ss

On OCTOBER 29, 2014, before me, RICHARD TED SANCHEZ, notary public, personally appeared ANDREW LANGRISH, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

State of California)
County of _____) ss

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

All that certain real property situated in the County of Ventura, State of California, described as follows:

That portion of Lots 5 and 6 of Tract No. 4358, in the City of Oxnard, County of Ventura, State of California, as per map recorded in Book 113, Pages 9 and 10 of Miscellaneous Records (Maps) in the Office of the County Recorder of said County, being more particularly described as shown as Parcel 1 of Lot Line Adjustment No. LLA-88-3 recorded September 23, 1988 as Instrument No. 88-139330 of Official Records in the Office of the County Recorder of said County.

Except all oil, gas and other hydrocarbon and mineral rights in, on and under said land as granted to Bank of America, National Trust and Savings Association, as Trustee recorded June 10, 1971 in Book 3825, Page 76 and recorded December 11, 1972 in Book 4046, Page 650 of Official Records without, however, the right to enter upon the surface or subsurface thereof to a depth of 500 feet, as relinquished by Quitclaim Deeds recorded December 31, 1986 as Instrument No. 86-193483 and 86-193486 both of Official Records.

Assessor's Parcel Number: 213-0-052-025

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

U.S. Small Business Administration
c/o CA Statewide CDC
426 D Street
Davis, CA 95616

APN: 216-0-231-01

SPACE ABOVE THE LINE IS FOR RECORDER'S USE

D-1833

MODIFICATION TO DECLARATION OF RESTRICTIVE COVENANTS

This Agreement ("Agreement") is made and entered into on August 27, 2014 and modifies a prior Declaration of Restrictive Covenants ("Original Agreement") dated November 18, 1991, in favor of the City of Oxnard (hereinafter referred to as "City") and executed by McInnes-Sammis Associates, and binding upon its successors, including but not limited to **Michael Champ Haase and Gina Lynn Haase, Trustees of the Haase Family Revocable Trust dated June 15, 2004** (hereinafter referred to as ("Owner")).

RECITALS

WHEREAS, Owner, its successors and assigns, are bound by the terms of the Original Agreement; and

WHEREAS, the Original Agreement was recorded in the official records of Ventura County, California on September 25, 1992 as Document Number 92-169610; and

WHEREAS, the Original Agreement contains an obligation in Paragraph 8, that the Owner shall indemnify and hold harmless the City, its officers, agents, employees and other authorized representatives from any and all liability, damages, costs and financial loss including all costs and expenses of litigation or arbitration which result or are claimed to have resulted directly or indirectly from any act or omission by the Declarant or any of its employees, agents or contractors in fulfilling Declarant's obligations provided for in the Agreement; and

WHEREAS, Owner has executed, a deed of trust and note in the sum of \$1,263,000.00 dated 1/28/2014 payable with interest (the "Deed of Trust"), which Deed of Trust was in favor of California Statewide Certified Development Corporation, a Certified Development Company, and which Deed of Trust was thereafter assigned to the U.S. Small Business Administration, an Agency of the United States Government ("SBA"); and

WHEREAS, it is a condition precedent to obtaining said loan that the SBA be specifically excluded from and against any and all obligations imposed on the Owner as set forth in the Original Agreement, Paragraph 8, due to the Federal Anti-Deficiency Act (USC Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1341) ("Act").

NOW THEREFORE, Owner and the City agree as follows:

1. **EFFECT OF FEDERAL ANTI-DEFICIENCY ACT:** The parties desire to modify the Original Agreement to specifically agree that SBA shall not be obligated to perform, and shall be completely relieved from, any obligation under the Original Agreement, Paragraph 8, to the extent, and only to the extent, that such performance would constitute a violation of the Act. SBA shall be deemed a third party beneficiary of this Agreement.

2. RECORDING: This Agreement shall be recorded in the official records of Ventura County, California.

3. COVENANTS RUN WITH THE LAND: The parties agree that all agreements and obligations contained in the Original Agreement are covenants which benefit and run with the property described in Exhibit "A", in accordance with Section 1468 of the California Civil Code, and such agreements and obligations shall be binding upon subsequent purchasers, constituents, transferees, successors and assigns, as provided in the Original Agreement; provided that, consistent with the modification of the Original Agreement set forth above, such agreements and obligations of Paragraph 8 shall not be binding on SBA insofar as they would constitute a violation of the Anti-Deficiency Act as to SBA.

1. COUNTERPARTS: This Agreement may be executed in counterparts.

Except as modified herein, all terms of the Original Agreement shall remain unchanged and shall remain in full force and effect.

READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING. ATTACH NOTARY ACKNOWLEDGMENTS.

CITY:

CITY OF OXNARD

OWNER:

MICHAEL CHAMP HAASE AND GINA LYNN
HAASE, TRUSTEES OF THE HAASE FAMILY
REVOCABLE TRUST, DATED JUNE 15, 2004

Tim Flynn, Mayor

Michael Champ Haase, Trustee

Gina Lynn Haase, Trustee

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Matthew Winegar, Development Services
Director

State of California)

) ss

County of _____

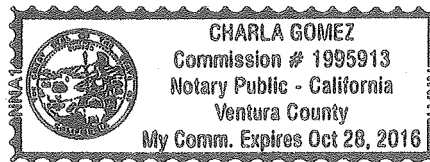
On 8/27/2014, before me, Charla Gomez, notary public, personally appeared Michael Champ Haase & Eimilyn Haase, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/ their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)

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

WITNESS my hand and official seal.

Signature _____

(Seal)



State of California)

) ss

County of _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

PARCEL C OF PARCEL MAP NO. 89-22, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP THEREOF FILED IN BOOK 53, PAGE 23 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM AN UNDIVIDED ONE-THIRD (1/3) INTEREST IN AND TO ALL THE OIL AND GAS AND OTHER HYDROCARBON SUBSTANCES ON, IN AND UNDER SAID LAND, TOGETHER WITH THE RIGHT, IN CONJUNCTION WITH GRANTOR, TO GO THEREON FOR THE PURPOSE OF DEVELOPING, EXTRACTING AND TAKING THE SAID PRODUCTS THEREFROM AND STORING THE SAME UPON SAID REAL PROPERTY, AS CONVEYED IN THE DEED RECORDED NOVEMBER 19, 1952 IN BOOK 1099, PAGE 591 OF OFFICIAL RECORDS.

BY INSTRUMENT, RECORDED AUGUST 13, 1987, AS DOCUMENT NO. 87-130462 OF OFFICIAL RECORDS, ALL RIGHTS OF SURFACE ENTRY LYING ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND FOR THE PURPOSE OF DEVELOPMENT, EXTRACTING AND TAKING THEREFROM THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THEREIN WERE QUITCLAIMED BACK TO THE SURFACE OWNER.

ALSO EXCEPT THEREFROM THE REMAINING INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES ON, IN AND UNDER SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE AND SUBSURFACE ENTRY BEING ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND FOR THE PURPOSE OF DEVELOPMENT, EXTRACTING AND TAKING THEREFROM THE OIL, GAS AND OTHER HYDROCARBON SUBSTANCES THEREIN, AS RESERVED IN DEED FROM ROBERT A. MCINNES, RECORDED SEPTEMBER 17, 1987, AS DOCUMENT NO. 87-149995 OF OFFICIAL RECORDS.

PARCEL NO. 2:

THE NORTH 15 FEET OF PARCEL B OF PARCEL MAP NO. 89-22 FOR INGRESS/EGRESS, DRAINAGE (SURFACE) AND UTILITY PURPOSES, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 53 PAGES 23 AND 24 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 216-0-231-015

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

Prepared By: James Combs, Assistant Planner

Agenda Item No. S-5Reviewed By: City Manager JMCity Attorney RTFinance QC

Other (Specify) _____

DATE: December 16, 2014**TO:** City Council**FROM:** Matthew Winegar, Development Service Director
Development Services Department**SUBJECT:** Planning & Zoning Permit No. 14-300-01 (Final Map for Tract 5796), The Colonial House Mixed-Use Project, Located at 705 N. Oxnard Boulevard (southwest corner of Oxnard Boulevard and Roderick Avenue). Filed by Caleb Roope on behalf of Oxnard Pacific Associates.**RECOMMENDATION**

That City Council adopt a resolution approving Planning & Zoning Permit No. 14-300-01 (Final Map for Tract 5796) for the subdivision of an improved 2.187-acre mixed-use development, located at 705 N. Oxnard Boulevard, into two parcels: one parcel for seven commercial condominium units and one parcel for forty-four rental apartments located at 705 N. Oxnard Boulevard and to authorize the Mayor to sign Final Tract Map 5796 on behalf of the City of Oxnard as beneficiary under deeds of trust recorded June 26, 2012.

DISCUSSION

The map is part of the Colonial House Mixed-Use project consisting of 44 affordable apartments, approximately 14,500 square feet of commercial space and a parking garage. On September 4, 2014, the Planning Commission adopted Resolution No. 2014-15, recommending to the City Council approval of a tentative parcel map (Planning & Zoning Permit No. 14-300-01) to subdivide an improved 2.187-acre mixed-use development into two parcels: one parcel for seven commercial condominium units and one parcel for forty-four rental apartments. On October 28, 2014, the City Council approved Resolution No. 14,697 approving the tentative map.

The approval of a Final map is ministerial if the Final map substantially conforms to the approved tentative map and the developer has satisfied the conditions of approval attached to the tentative map. The Development Services Department has issued a Verification of Status form indicating that the Final Map, as currently prepared, will be in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and will conform to the previously-approved tentative map. The proposed Final Map is also consistent with the 2030 General Plan, as well as Planning Commission Resolution No. 2014-15 for the tentative map.

The map must be signed by the City, subject to the City Council's authorizing the Mayor to do so, as a beneficiary under deeds of trust recorded June 26, 2012 (Recorder Nos. 2012062-00112188 and 20120626-00112189). Said trust deeds were recorded as security instruments for an affordable housing loan agreement (A-7399) in the amount of \$4,200,000 between the City of Oxnard and Pacific West Communities, Inc.

FINANCIAL IMPACT

None.

Attachment #1 – Resolution (Final Map approval)
#2 – Location Map
#3 – Reduced Tract map No. 5796
#4 – Verification of Status Form

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 14-300-01 (FINAL MAP FOR TRACT NO. 5796) FOR THE SUBDIVISION OF AN IMPROVED 2.187-ACRE MIXED-USE DEVELOPMENT TO CREATE A SINGLE LOT MAP FOR CONDOMINIUM PURPOSES TO ACCOMMODATE FORTY-FOUR (44) AFFORDABLE RESIDENTIAL APARTMENTS AND SEVEN (7) CONDOMINIUM COMMERCIAL SPACES TOTALING 14,500 SQUARE FEET, FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF OXNARD BLVD AND RODERICK AVENUE WITH AN ADDRESS OF 705 N. OXNARD BOULEVARD, AND KNOWN AS THE COLONIAL HOUSE MIXED-USE PROJECT, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY CALEB ROOPE ON BEHALF OF OXNARD PACIFIC ASSOCIATES.

WHEREAS, on September 4, 2014, the Planning Commission recommended City Council approval of Planning and Zoning Permit No. 14-300-01 (Tentative Map for Tract No. 5796) for the subdivision of an improved 2.187-acre mixed-use development to create a single lot map for condominium purposes to accommodate forty-four (44) affordable residential apartments and seven (7) condominium commercial spaces totaling 14,500 square feet for the property located at the southwest corner of Oxnard Boulevard and Roderick Avenue with an address of 705 N. Oxnard Boulevard, subject to certain findings and conditions, through the adoption of Planning Commission Resolution No. 2014-15, filed by Huitt-Zollars Inc.; and

WHEREAS, on October 28, 2014, the City Council approved Planning and Zoning Permit No. 14-300-01 (Tentative Map for Tract No. 5796) through the adoption of City Council Resolution No. 14,697; and

WHEREAS, the Final Map for such subdivision has been submitted, together with the Reciprocal Easement Agreement proposed to be entered into in connection with the subdivision; and

WHEREAS, the Final Map is exempt as ministerial under the California Environmental Quality Act, according to City Council Resolution No. 10,851 and Section 15268 of the State CEQA Guidelines.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. Planning and Zoning Permit No. 14-300-01 (Final Map for Tract No. 5796) is hereby approved, subject to the conditions set forth in Planning Commission Resolution No. 2014-15 and City Council Resolution No. 14,697 for the Tentative Map, incorporated herein by reference.

2. The City Council finds that the Final Map is consistent with the General Plan as adopted, and is in substantial compliance with the previously approved Tentative Map.
3. All offers of dedication shown on such map are accepted subject to improvement.
4. The Mayor is authorized to sign Final Tract Map 5796 on behalf of the City of Oxnard as beneficiary under deeds of trust recorded June 26, 2012, as Recorder Nos. 20120626-00112188 and 20120626-00112189. Said trust deeds having been recorded as security instruments for that certain affordable housing loan agreement (A-7399) in the amount of \$4,200,000 between the City of Oxnard and Pacific West Communities, Inc.

PASSED AND ADOPTED this 16th day of December 2014, by the following vote:

AYES:

NOES:

ABSENT:

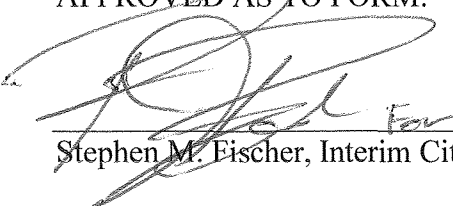
ABSTAIN:

Tim Flynn
Mayor

ATTEST:

Daniel Martinez, City Clerk

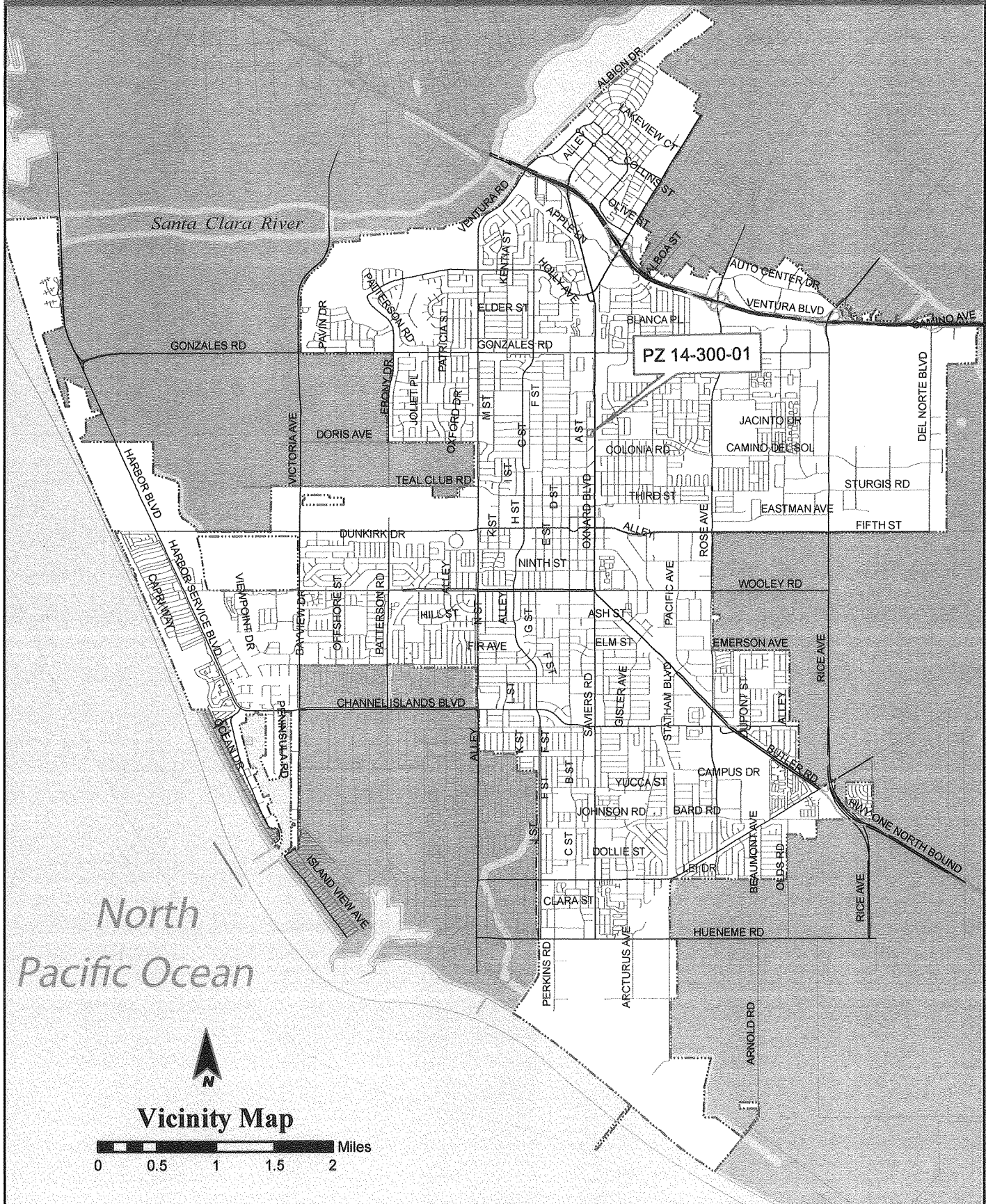
APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

Attachment 1
Page 2 of 2

Vicinity Map



NO. OF PARCELS: 2 (PARCEL 1 IS
FOR COMMERCIAL CONDOMINIUM
PURPOSES)

GROSS AREA = 2.187 ACRES
DATE OF SURVEY:
DECEMBER, 2013

PARCEL MAP NO. 14-300-01

SHEET 1 OF 4 SHEETS

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 5796, IN THE CITY OF OXNARD,
COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK
161, PAGES 49 THROUGH 52, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OCTOBER, 2014

JAMES L. GARVIN, P.L.S. 6343

FOR COMMERCIAL CONDOMINIUM PURPOSES

HUITT-ZOLIARS

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, RECORD HOLDERS
OF SECURITY INTERESTS THEREIN, OR ARE INTERESTED IN THE REAL PROPERTY
INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED "PARCEL MAP
NO. 14-300-01", SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE AND THAT
THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID
REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP
AND SUBDIVISION FOR CONDOMINIUM PURPOSES, AND THAT THEY DEDICATE TO THE CITY
OF OXNARD:

1. ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID
LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY.

OXNARD PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP
BY: TPC HOLDINGS IV, LLC, AN IDAHO LIMITED LIABILITY COMPANY,
ITS ADMINISTRATIVE GENERAL PARTNER

NAME: CALEB ROOPE
TITLE: GENERAL PARTNER

NAME: _____
TITLE: _____

BY: CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, A CALIFORNIA
NONPROFIT PUBLIC BENEFIT CORPORATION, ITS MANAGING GENERAL PARTNER

NAME: Christina Alley
TITLE: Chief Executive Officer

NAME: _____
TITLE: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS BENEFICIARY UNDER DEED OF TRUST
RECORDED JUNE 26, 2012 AS INSTRUMENT NO. 20120626-00112185 OF OFFICIAL
RECORDS, AND BY AN ASSIGNMENT RECORDED JUNE 26, 2012, AS INSTRUMENT NO.
20120626-00112185 OF OFFICIAL RECORDS

NAME: Denise R. Bobbot
TITLE: AVP

NAME: Brenda K. Feltner
TITLE: VP

CITY OF OXNARD, A PUBLIC BODY, CORPORATE AND POLITIC, AS BENEFICIARY UNDER
DEEDS OF TRUST RECORDED JUNE 26, 2012, AS INSTRUMENT NOS. 20120626-00112188
AND 20120626-00112189, BOTH OF OFFICIAL RECORDS.

NAME: _____
TITLE: _____

NAME: _____
TITLE: _____

CALIFORNIA COMMUNITY REINVESTMENT CORPORATION, A CALIFORNIA NONPROFIT PUBLIC
BENEFIT CORPORATION, AS BENEFICIARY UNDER DEED OF TRUST RECORDED JUNE 26,
2012 AS INSTRUMENT NO. 20120626-00112190 OF OFFICIAL RECORDS.

NAME: Mark Rosavetter
TITLE: EVF

NAME: _____
TITLE: _____

CITY COUNCIL'S CERTIFICATE

THIS MAP ENTITLED "PARCEL MAP NO. 14-300-01" CONSISTING OF 4 SHEETS IS
PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD, VENTURA COUNTY,
CALIFORNIA AT A REGULAR MEETING OF SAID COUNCIL HELD ON THE
DAY OF _____, 20____, FOR APPROVAL. SAID COUNCIL HEREBY APPROVES
SAID MAP AND DOES HEREBY ACCEPT THE WATER RIGHTS AS OFFERED HEREON. IN
WITNESS WHEREOF, SAID CITY COUNCIL HAS CAUSED THIS CERTIFICATE TO BE SIGNED
BY THE MAYOR AND ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE
CORPORATE SEAL OF SAID CITY OF OXNARD TO BE AFFIXED HERETO THIS
DAY OF _____, 20____.

DANIEL MARTINEZ
CITY CLERK OF THE CITY OF OXNARD

TIM FLYNN
MAYOR OF THE CITY OF OXNARD

CITY TREASURER'S CERTIFICATE

I, DANIELLE M. NAVAS, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF
VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE
RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST "PARCEL MAP NO.
14-300-01" OR ANY PART THEREOF FOR UNPAID MUNICIPAL TAXES, OR SPECIAL
ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL
ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF
THE CITY OF OXNARD THIS _____ DAY OF _____, 20____.

CITY TREASURER OF THE CITY OF OXNARD

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED ON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCES. AT THE REQUEST OF OXNARD PACIFIC ASSOCIATES IN
NOVEMBER, 2013, I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER
AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET AT SUCH POSITIONS WITHIN
ONE YEAR OF RECORDATION OF THIS MAP AND THAT SAID MONUMENTS ARE
SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS PARCEL MAP
SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED
TENTATIVE MAP, IF ANY.

JAMES L. GARVIN, P.L.S. 6343
MY REGISTRATION EXPIRES: 12/31/2016

11-24-2014
DATE



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED PARCEL MAP NO.
14-300-01 AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

JAMES P. FALLON
CITY SURVEYOR
P.L.S. 7807

DATE

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT THE SUBDIVISION
SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARS ON THE TENTATIVE
MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL OF THE PROVISIONS OF
THE SUBDIVISION MAP ACT AND CITY OF OXNARD SUBDIVISION ORDINANCES
APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN
COMPLIED WITH.

PAUL WENDT
CITY ENGINEER
R.C.E. 46333

DATE

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE
PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE
BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 20____.

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF
SECTION 66436 (a)(3)(A)(i-viii) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS
SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE

1. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC
UTILITY PURPOSES RECORDED MARCH 27, 1953, IN BOOK 1124, PAGE 549, OF
OFFICIAL RECORDS.
2. THE CITY OF OXNARD, HOLDER OF AN EASEMENT FOR SIDEWALK PURPOSES
DEDICATED ON TRACT NO. 5796, 161 M.R.M. 49-52.

NOTE

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS.

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20____, AT _____, IN BOOK
_____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF
OXNARD PACIFIC ASSOCIATES.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

Attachment

Page 1 of 4

NO. OF PARCELS: 2 (PARCEL 1 IS
FOR COMMERCIAL CONDOMINIUM
PURPOSES)

GROSS AREA = 2.187 ACRES
DATE OF SURVEY:
DECEMBER, 2013

PARCEL MAP NO. 14-300-01

SHEET 2 OF 4 SHEETS

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 5796, IN THE CITY OF OXNARD,
COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK
161, PAGES 49 THROUGH 52, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OCTOBER, 2014

JAMES L. GARVIN, P.L.S. 6943

FOR COMMERCIAL CONDOMINIUM PURPOSES

HUITT-ZOLIARS

NOTARY ACKNOWLEDGEMENTS

TPC HOLDINGS IV, LLC

STATE OF TEXAS
COUNTY OF ADA

ON NOVEMBER 13, 2014 BEFORE ME, PETER VAN DOENE

PERSONALLY APPEARED CALGB Troops

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE Peter Van Doene

MY PRINCIPAL PLACE OF BUSINESS IS IN
ADA COUNTY

MY COMMISSION NO. 13353

PRINT NAME Peter Van Doene

MY COMMISSION EXPIRES 11/26/14

CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING

STATE OF California
COUNTY OF Merced

ON November 18, 2014 BEFORE ME, Chelsey Alley, Notary
Public

PERSONALLY APPEARED Christina Alley

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE Chelsey Alley

MY PRINCIPAL PLACE OF BUSINESS IS IN
Merced COUNTY

MY COMMISSION NO. 1961012

PRINT NAME Chelsey Alley

MY COMMISSION EXPIRES NOV. 19, 2015

WELLS FARGO BANK, NATIONAL ASSOCIATION

STATE OF OREGON
COUNTY OF MULTNOMAH

ON NOVEMBER 21, 2014 BEFORE ME, JESSE GAYOMALI,
NOTARY PUBLIC

PERSONALLY APPEARED DENISE R. BOHLOT AND BRENDA K. FITTERER

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE Jesse Gayomali

MY PRINCIPAL PLACE OF BUSINESS IS IN
MULTNOMAH COUNTY

MY COMMISSION NO. 466949

PRINT NAME JESSE GAYOMALI

MY COMMISSION EXPIRES MARCH 25, 2016

CITY OF OXNARD

STATE OF CALIFORNIA
COUNTY OF VENTURA

ON _____ BEFORE ME, _____

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THIR SIGNATURE(S) ON THE INSTRUMENT THE
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THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE _____

MY PRINCIPAL PLACE OF BUSINESS IS IN
_____ COUNTY

MY COMMISSION NO. _____

PRINT NAME _____

MY COMMISSION EXPIRES _____

CALIFORNIA COMMUNITY REINVESTMENT CORPORATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ON NOVEMBER 20, 2014 BEFORE ME, CHRISTINE WONG LEW,
NOTARY PUBLIC,

PERSONALLY APPEARED MARK RASMUSSEN AND MARY KAISER

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

SIGNATURE Christine Wong Lew

MY PRINCIPAL PLACE OF BUSINESS IS IN
LOS ANGELES COUNTY

MY COMMISSION NO. 2085761

PRINT NAME CHRISTINE WONG LEW

MY COMMISSION EXPIRES OCT. 13, 2018

R190105.06 32

Attachment

Page

2 of 4

GROSS AREA = 2.187 ACRES
DATE OF SURVEY:
DECEMBER, 2013

PARCEL MAP NO. 14-300-01

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 5796, IN THE CITY OF OXNARD,
COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK
161, PAGES 49 THROUGH 52, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS) IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

OCTOBER, 2014

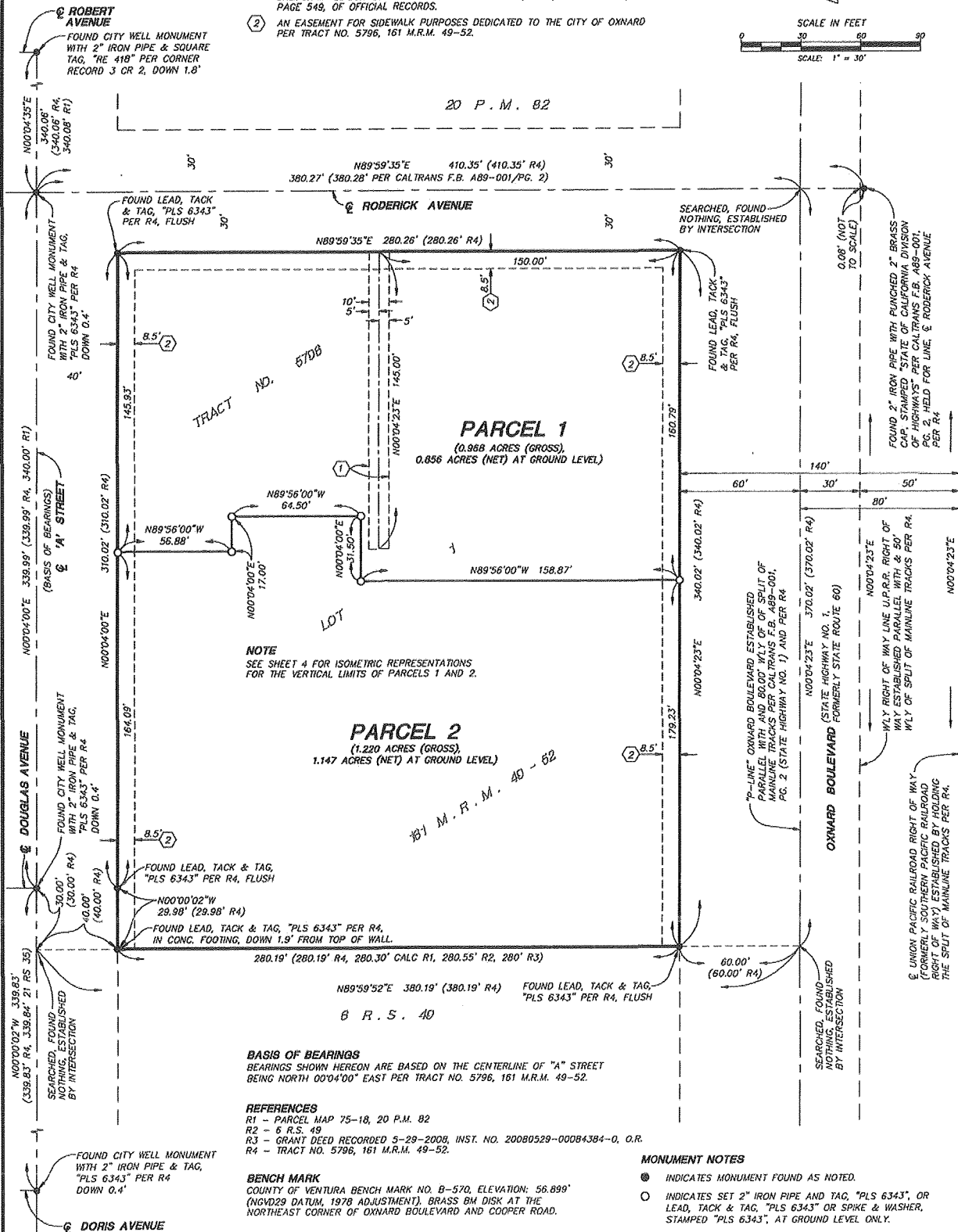
JAMES L. GARVIN, P.L.S. 6343

FOR COMMERCIAL CONDOMINIUM PURPOSES

HUITT-ZOLLARS

EASEMENT NOTES

- 1 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MARCH 27, 1953, IN BOOK 1124, PAGE 549, OF OFFICIAL RECORDS.
- 2 AN EASEMENT FOR SIDEWALK PURPOSES DEDICATED TO THE CITY OF OXNARD PER TRACT NO. 5796, 161 M.R.M. 49-52.



NO. OF PARCELS: 2 (PARCEL 1 IS
FOR COMMERCIAL CONDOMINIUM
PURPOSES)

GROSS AREA = 2.187 ACRES
DATE OF SURVEY:
DECEMBER, 2013

PARCEL MAP NO. 14-300-01

SHEET 4 OF 4 SHEETS

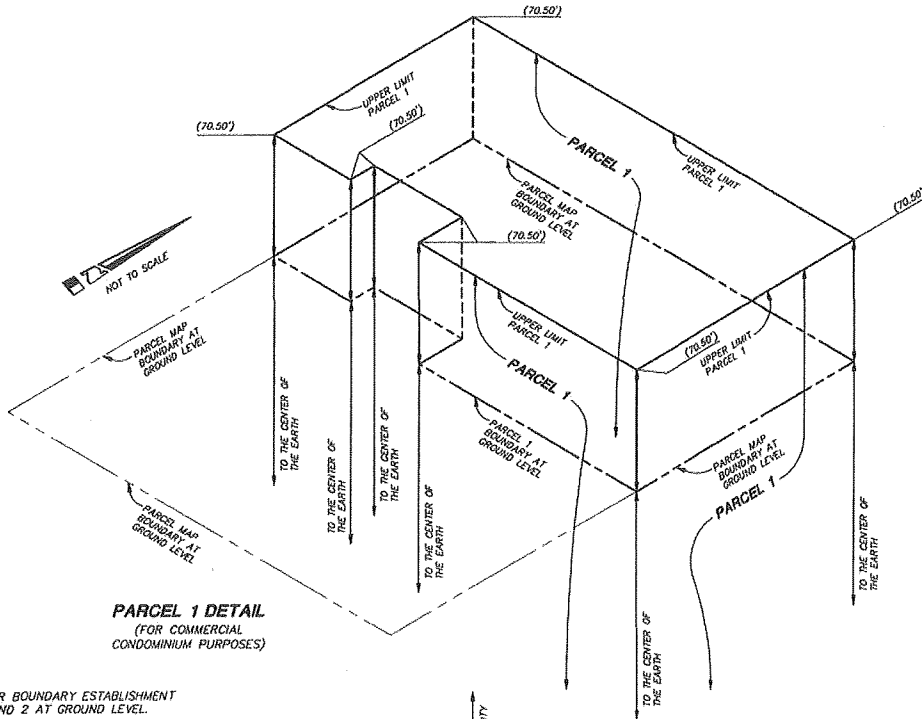
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOT 1 OF TRACT NO. 5796, IN THE CITY OF OXNARD,
COUNTY OF VENTURA, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK
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OCTOBER, 2014

JAMES L. GARVIN, P.L.S. 6343

FOR COMMERCIAL CONDOMINIUM PURPOSES

HUITT-ZOLIARS



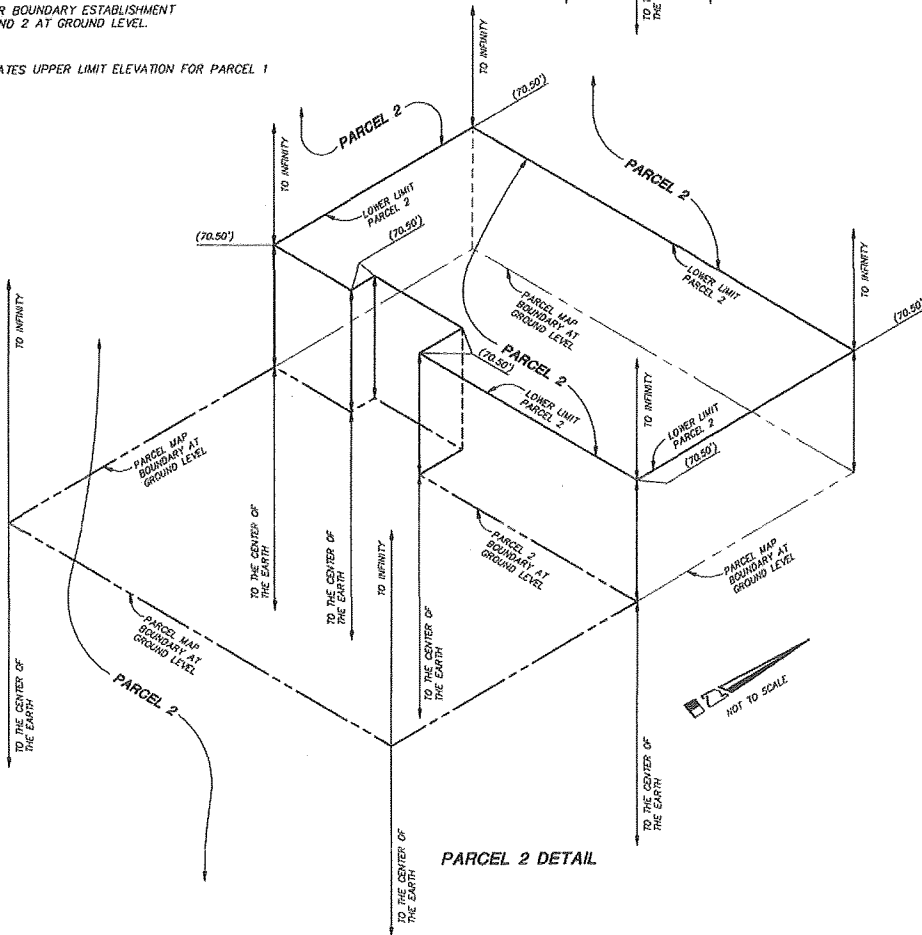
PARCEL 1 DETAIL
(FOR COMMERCIAL
CONDOMINIUM PURPOSES)

NOTE

SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT
OF PARCELS 1 AND 2 AT GROUND LEVEL.

LEGEND

(70.50') - INDICATES UPPER LIMIT ELEVATION FOR PARCEL 1



PARCEL 2 DETAIL

R190105.06

4

Attachment

Page

4

of

4

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



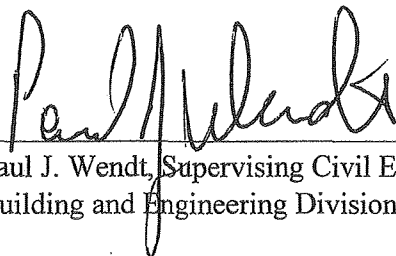
Parcel Map Number 14-300-01

Project Location:

Southeast Corner of A Street at Roderick

- ☐ Map requires subdivision improvement agreement.
- ☒ The Development Services Program does not require improvement plans for this development.
- ☐ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE: 12.3.14


Paul J. Wendt, Supervising Civil Engineer
Building and Engineering Division

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2887

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 14-630-02 (SPECIFIC PLAN REPEAL) TO REPEAL THE LAS CORTES SPECIFIC PLAN APPLICABLE TO PROPERTY BOUNDED BY ROSE AVENUE, DEL SOL PARK, MARQUITA STREET, AND EAST FIRST STREET. FILED BY THE CITY OF OXNARD HOUSING AUTHORITY, 435 SOUTH D STREET, OXNARD, CA 93030 AND URBAN HOUSING COMMUNITIES, LLC, 2000 EAST FOURTH STREET, SUITE 205, SANTA ANA, CA 92705.

WHEREAS, on November 20, 2014, the Planning Commission recommended approval of an application for Planning and Zoning Permit Nos. 14-620-02 (General Plan Amendment); 14-630-02 (Specific Plan Repeal); 14-300-06 (Tentative Subdivision Map for Tract No. 5952) and approved Planning and Zoning Permit No. 14-500-07 (Special Use Permit – Planned Residential Group) (the “Project”), filed jointly by the City of Oxnard Housing Authority (OHA) and Urban Housing Communities, LLC (collectively referred to “Applicant” or “Developer” in the record of proceedings); and

WHEREAS, on December 9, 2014, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for Planning and Zoning Permit No. 14-630-02 (Specific Plan Repeal), and considered approval of Subsequent Mitigated Negative Declaration (“MND”) 2014-02 pursuant to the California Environmental Quality Act (“CEQA”); and

WHEREAS, on December 9, 2014, the City Council adopted Subsequent MND 2014-04 pursuant to CEQA for approval of the Project and found that the Subsequent MND was completed in compliance with CEQA and reflects the independent judgment of the City; and

WHEREAS, the documents and other material that constitute the record of proceedings upon which the decision to adopt the Subsequent MND is based is located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require approval of Planning and Zoning Permit No. 14-630-02 (Specific Plan Repeal); and

WHEREAS, the City Council finds after due study and deliberation and public hearings that approval of Planning and Zoning Permit No. 14-630-02 (Specific Plan Repeal) is consistent with the 2030 General Plan as amended by Planning and Zoning Permit No. 14-620-02 (General Plan Amendment).

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

SECTION 1. Planning and Zoning Permit No. 14-630-02 (Specific Plan Repeal) to repeal the Las Cortes Specific Plan applicable to property bounded by Rose Avenue, Del Sol Park, Marquita Street, and East First Street is hereby approved; and

SECTION 2. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on December 9, 2014, and finally adopted on _____, to become effective thirty (30) days thereafter.

AYES:

NOES:

ABSENT:

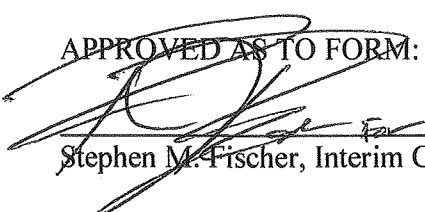
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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

Prepared By: Patricia Friend

Agenda Item No. 5-7Reviewed By: City Manager JMCity Attorney SMFFinance AL

Other (Specify) _____

DATE: December 2, 2014**TO:** City Council**FROM:** Michael Henderson, General Services Director MHA**SUBJECT:** Specification GS13-14 - Oxnard Transportation Center (OTC)-Heating and Air Conditioning System (HVAC) Upgrade and Solicitation of Public Bid**RECOMMENDATION**

That City Council:

1. Approve project Specification GS13-14 and plans for the upgrade of the Oxnard Transportation Center Heating and Air Conditioning System and authorize staff to solicit bids for the project.
2. Approve a budget appropriation in the amount of \$600,000 from the fund balance of the TDA/LTF4-TRANS.FND-99400c to the Oxnard Transportation Center Heating and Air Conditioning System Upgrade Project No. 143105.

DISCUSSION

The Oxnard Transportation Center was built in 1986 and the Heating and Air Condition System is original equipment. It currently is not operating properly or at maximum efficiency resulting in higher operating costs. The City has received complaints from the Tenants at the facility.

The planned upgrades to the system will be based on heating and cooling load calculations to ensure that the California Energy Standard Compliance is met by the upgrades and to ensure the future operating cost for the facility are contained. The project includes the complete removal of all old equipment; and purchase and installation of new equipment with the replacement of the internal system of ductwork, air register, thermostats, upgrades to the electrical system and includes repairs and patch to ceiling and walls. Approval is requested of the plans and specification and to conduct a public solicitation for bids to replace and upgrade the Heating and Air Condition System.

FINANCIAL IMPACT

The recommended budget appropriation will provide necessary funding for these improvements. Funding is available in TDA/LTG8-CIP Fund 99400a (Fund 213).

Subject/GS13-14- OTC HVAC
December 2, 2014
Page 2

Attachment #1 - Special Budget Appropriations

Note: Copy of Project Specification No. GS13-14 and plans are available for review at the Contract Procurement Office, 1060 Pacific Avenue, Bldg. 2, Oxnard, after 8:00 a.m. on Monday, December 8th.

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: City Manager
Project/Program
Manager: Michael Henderson

Date: December 4, 2014

Phone: _____

Reason for Appropriation:

To provide funding for improvement and upgrade of Heating and Air Conditioning System Upgrade to the Oxnard Transportation Center Project No. 143105.

Accounts and Descriptions

AMOUNT

Fund: **TDA/LTF4-TRANS.FND-99400c FUND (213)**

435,519

Expenditures/Transfers Out

OTC HVAC UPGRADE (Project 143105)

213-3165-826.84-51 OTHER SERVICES/SERVICES FROM OTHER 65,000

213-3165-826-86-06 CAPITAL OUTLAY/IMPROV NOT BUILD-MAJOR RE

213-3165-826-86-06 CAPITAL OUTLAY/MACHINERY AND EQUIPT.-NEW 370,519

Sub-total Expenditures 435,519

Net Change to Fund Balance (435,519)

Net Appropriation Change 435,519

Approvals

Department Director

MA

Chief Financial Officer

James Cameron

City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 12 / 16 / 14

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

Prepared By: Patricia Friend  Agenda Item No. 5-8

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

DATE: November 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-7737) for GS11-06-Campus Park Gym North Wing Tenant Improvements

RECOMMENDATION

That City Council

- 1) Award contract A-7737 to the lowest responsible and responsive bidder, SBS Corporation in the amount of \$1,257,828.78 for GS11-06 Campus Park Gym North Wing Tenant Improvements, and authorize the purchasing agent to execute the contract upon receipt of final documents.
- 2) Approve a budget appropriation in the amount of \$131,000 from Community Development Block Grant (CDBG) funds.

DISCUSSION

On June 24, 2014 Council approved the plan and specification for the North Wing of the Campus Park Gym that currently is an empty, unfinished space that has had demolition work done to the interior. This space needs to be made water tight by replacing the roof and windows; address structural issues by reinforcing of the existing shear walls; infill, patch and paint exterior walls; repairs to interior concrete floors to make them a level and useable surface by application of self-leveling cementitious underlayment and topping; addition of HVAC system to the space; new restrooms including all plumbing and fixtures; new electrical and lighting; new utilities, including gas line, water and sewer lines; exterior concrete work includes curb cuts for ADA access and pad along south wall. Council also approved for staff to solicit bids and use the CDGB Entitlement funds available for this project in the amount of \$1,177,794.68.

This project public bid was first advertised on September 4, 2014 and the public bid window opened on September 8, 2014. The bid window closed on October 8, 2014 and the City received three (3) bids ranging from a low of \$1,257,828.78 to a high of \$2,018,000.00. The existing project CDBG funds of \$1,177,794.68 are not enough to cover the low bid received.

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 SBS Corporation has been found to be the responsible and responsive low bid.

FINANCIAL IMPACT

Since the existing project CDBG funds of \$1,177,794.68 are not enough to cover the low bid received, the attached budget appropriation in the amount of \$131,000 is required to fully fund this project bid. The \$131,000 appropriation consists of \$106,000 in CDBG program income received since July, 2014 and \$25,000 released by Women Economic Ventures (WEV) when WEV rejected the award. These CDBG funds, both those existing in the project in the amount of \$1,177,794.68 and the added funds made available must be expended by April 2015 or they will be taken away from the City by the Federal agency. There are no other ready to go projects and the original CDBG fund balance and the additional funds of \$131,000 cannot be transferred for other uses that do not meet the federal guidelines. There are no other funds available for this project.

MH/pcf

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

GS11-06- Campus Park Gym North Wing Tenant Improvements

Owner: City of Oxnard

Bid Opening: 10/08/14				* marks an allowance		SBS Corporation		Fast-Track Construction & Ruiz Brothers -JV		Ardalan Construction Company, Inc.	
						555 St. Charles Dr. Ste.202 Thousand Oaks , CA 91360 US		5857 uplander way Culver City, CA 90232 US		8 Gainsborough Road Thousand Oaks, CA 91360 US	
						Bidder Status: Valid		Bidder Status: Valid		Bidder Status: Valid	
GS11-06- Campus Park Gym No. Wing -TI											
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	
1	0	TENANT IMPROVEMENTS TO NORTH WING - COMPLETE PER PLANS AND SPECIFICATIONS - DO NOT INCLUDE ADDITIVE BID ALTERNATES	1	LS	\$1,311,372.94	\$1,311,372.94	\$1,880,800.00	\$1,880,800.00	\$1,930,000.00	\$1,930,000.00	
		TOTAL LUMP SUM TENANT IMP.				\$1,311,372.94	-	\$1,880,800.00		\$1,930,000.00	
2	0	ADDITIVE BID ALTERNATE -ADD SHOWERS, DRAINS, FLOOR AND WALL TILE TO ADMIN. RESTROOM	1	LS	\$17,976.00	\$17,976.00	\$27,000.00	\$27,000.00	\$60,000.00	\$60,000.00	
3	0	ADDITIVE BID ALTERNATE -INSTALL RAISED WOOD FLOORING IN DESIGNATED AREA	1	LS	\$11,979.39	\$11,979.39	\$45,000.00	\$45,000.00	\$68,000.00	\$68,000.00	
		TOTAL ADD BID ALTERNATES				\$29,955.39		\$72,000.00		\$128,000.00	
4	0	DEDUCTIVE BID ALTERNATE - OMIT ALL HVAC EQUIPMENT EXCEPT FOR ADMIN. OFFICES, RESTROOMS AND PANTRY	1	LS	(\$55,432.84)	(\$55,432.84)	(\$75,000.00)	(\$75,000.00)	(\$40,000.00)	(\$40,000.00)	
		TOTAL DEDUCTIVE BID ALTERNATE				(\$55,432.84)		(\$75,000.00)		(\$40,000.00)	
		Bid Per Bid List Submitted				\$1,257,828.78		\$1,877,800.00		\$2,018,000.00	
		Total Bid Amount PER VERIFIED TABULATIONS				\$1,285,895.49		\$1,877,800.00		\$2,018,000.00	

LISTED SUBCONTRACTORS	SBS Corporation	Fast-Track Construction & Ruiz Brothers -JV	Ardalan Construction Company, Inc.
	Center Glass 3910A Market St Ventura, CA 93003	All American Roofing 412 Constitution Ave Camarillo, CA 93012	All American Roofing 412 Constitution Ave Camarillo, CA 93012
	Concrete Preparation Sys. West 18780 State St Corona, CA	California Flooring & Const. Inc. 852 Mitchell Rd Newbury Park, CA 91320	Center Glass 3910A Market St Ventura, CA 93003
	E & N Drywall 9814 California Ste 23 South Gate, CA 90280	Horizon Const. Co. 432 W Meats Ave Orange, CA 92865	Eagle Contracting 7331 Shelby Pl #156 Rancho Cucamonga, CA
	Floor Connection 141 Brisco Rd Arroyo Grande, CA 93420	JJJ Floor Covering, Inc. 4831A Passons Blvd Pico Rivera, CA 90660	F & R Interior & Woodwork 535 W Allen Ave San Dimas, CA
	Golden State Roofing 19703 Eddington Carson, CA 90746	RT Contractor Corp. 11531 Salinaz Ave Garden Grove, CA 92845	Floor Connection 141 Brisco Rd Arroyo Grande, CA 93420
	Hughes Gen. Engineering 16544 Beene Rd Ventura, CA 93003	Santa Barbara Surfacing, Inc. 5208 Calle Cristobal Santa Barbara, CA 93111	NST Plumbing 2617 Mountain Pine La Crescenta, CA
	M M Mechanical 1027 Cindy Lane Carpenteria, CA 93013	Spectrum Glass & Mirror 10635 W Vanowen St Burbank, CA 91505	R.A. Electric Ventura, CA
	S & A Mechanical 12147 Rim Crest Glendate, CA 91207	Sun-Lite Const. & Demo 6237 Maywood Ave Huntington Park, CA 90255	S & A Mechanical 12147 Rim Crest Glendate, CA 91207
	Vanguard Painting 2541 Opaz Court Oxnard, CA 93030	Superior Fire Inc. 9464 McGrath St Ste 106 Ventura, CA 93003	Santa Barbara Surfacing, Inc. 5208 Calle Cristobal Santa Barbara, CA 93111
	Venco Electric 2360 Sturges Rd Ste D Oxnard, CA 93030	T. Wall Enterprises, Inc. 15008 Chalco St La Mirada, CA	Senel Const. Eng. 2935 Camino Del Toro Thousand Oaks, CA
		Vanguard Painting 2541 Opaz Court Oxnard, CA 93030	Stumbaugh & Assoc. 3303 No Fernando Burbank, CA

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

BID DOCUMENTS (BLUE SHEETS)
FOR

PROJECT TITLE: – GS11-06-Campus Park Gym North Wing Tenant Improvements

BRIEF DESCRIPTION OF PROJECT: Campus Park Gym North Wing Tenant Improvements - Work consist of reinforcing of existing shear walls; roof replacement; windows replacement; patching and repainting exterior; addition of interior wall partitions; new ceilings and carpet; repair and refinish concrete flooring; installation of utilities –gas, water and sewer; new restrooms and HVAC system; electrical and lighting systems; exterior concrete work for ADA access and walk. There are Additive and Deductive bid items on this project.

Specification Number GS11-06 includes 28 pages of bid documents. Drawing No. 11-06A includes 79 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 200 calendar days. Liquidated damages will be assessed at \$1,500.00 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 SBS Corporation
Physical Address 555 St Charles Drive, Ste 202
Mailing Address 555 St Charles Drive, Ste 202
City Thousand Oaks State CA Zip Code 91360
Telephone No. 805/494-4363 X 20 Fax No. 805/494-4340

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

PROJECT OVERVIEW

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

DESCRIPTION

The North Wing of the Campus Park Gym is empty space that has had interior demo work and was once used as a locker and shower rooms and this space is to be made useable by making it water tight by replacing the roof and windows; address structural issues by reinforcing of existing shear walls; creating separate spaces with interior wall partitions; new ceilings and carpet; infill and patch and paint exterior walls; repairs to interior concrete floors to make them level and useable surface by application of self-leveling cementitious underlayment and topping; addition of HVAC system to the space; new restrooms including all plumbing and fixtures; new electrical and lighting; new utilities, including gas line, water and sewer lines; exterior concrete work includes curb cuts for ADA access and pad along south wall. An Additive Bid Alternate is being included for installation of showers, drains, and floor & wall tile to the Administration Restrooms; an Additive Bid Alternate for a raised wooden floor for one of the interior spaces within the north wing; and a Deductive Bid Alternate to omit all HVAC equipment and ducting except for the Administration offices, restrooms and pantry.

This project is completely or partially funded by Community Development Block Grant (CDBG) federal funds through HUD and all applicable laws, rules and regulations must be met by all bidders to be considered a valid bid; and the apparent lowest responsible responsive Bidder must provide all required documentation within the time frames established and these will be subject to verification by City as noted in specifications. Specific Federal required contract clauses must be included in any contracts issued for any work related to this project. The appropriate Davis-Bacon wage determination, including any modifications issued 10 days prior to bid opening, must be used for this project or the high of these rates or State wage rates. Contractors will pay all employees on a weekly basis per HUD requirements; All certified payrolls will be provided in original format with wet signatures, using HUD Form WH-347; Failure to meet all requirements may be grounds for disqualification of bid(s); and may be cause for penalties and withholding of payment during construction from the successful low bidder awarded this contract.

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME SBS Corporation

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	TOTAL
1	Tenant Improvements to North Wing -Complete Per Plans and Specifications (Do Not Include Additive Bid Alternates)	00	LS	1	\$ 1,311,372.94
	TOTAL LUMP SUM TENANT IMPROVEMENTS				\$ 1,311,372.94
	ADDITIVE BID ALTERNATES				
2	#2-Add showers, drains, floor & wall tile to Admin. Restroom	00	LS	1	\$ 17,976.00
3	#3 - Install Raised Wood Flooring in Designated Area	00	LS	1	\$ 11,979.39
	TOTAL ADD BID ALTERNATES				\$ 29,955.39
	DEDUCTIVE BID ALTERNATE				
4	#4-Omit All HVAC equipment except for Admin. Offices, Restrooms & Pantry	00	LS	1	\$ 55,432.84
	TOTAL DEDUCTIVE BID ALTERNATE				\$ 55,432.84
	GRAND TOTAL LUMP SUM TI and ALL BID ALTERNATES				\$ 1,257,828.78

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

BID SCHEDULE OF WORK AND PRICES

TOTAL LUMP SUM TENANT IMPROVEMENTS - \$ 1,311,372.94
(This Sum Will Be Grounds for Award)

TOTAL ADDITIVE BID ALTERNATES - \$ 29,955.39

TOTAL DEDUCTIVE BID ALTERNATE - \$ - 55,432.84

GRAND TOTAL SUBMITTED - \$ 1,257,828.78
(Include Additive & Deductive Bid Alternates)

The verified lowest responsible and responsive lump sum bid amount submitted for the **Total Tenant Improvements Lump Sum** will be the basis of award. The City may or may not award the Additive Bid Alternates or remove the Deductive Bid Alternate as part of the contract and the bid amounts for those work items ARE NOT basis for award. Compliance with all required rules, laws and regulations for CDBG federal funded projects will apply and be part of the review and verification process for award to apparent low bidder.

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
<u>1</u>	<u>9/29/14</u>		

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 10/8/14 AT THOUSANDS oaks

COMPANY NAME SBS Corporation

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

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

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

**CITY OF OXNARD
SPECIFICATION NUMBER -GS11-06**

BIDDER'S NAME SBS Corporation

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

In accordance with Federal policies and requirements to promote and encourage the use of minority and women owned enterprises, the City of Oxnard adopted a Minority and Women's Business Enterprise Plan which asks contractors to ensure that MBE/WBE's have maximum opportunity to participate in contracts with the City (see pages E-21 through E-28). If the CDBG assigned minimum goals are not achieved, each bidder shall submit full documentation showing good faith efforts (see page E-26). Failure to meet the goals or to demonstrate a good faith effort may result in a rejection of your bid.

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

Name of MBE/WBE	Current Caltrans Certification Number	B-6B Questionnaire Attached (Y/N)	Description of Work	MBE/WBE	Dollar Amount of Contract
SBS Corporation		Y	Demo, Doors & Hardware MBE Rough Carpentry		

GOAL ACHIEVED

GOAL ASSIGNED

PERSON COMPLETING THIS FORM:

Minority Business

\$ 68,304
\$ 68,304 = 5.43 %

Total

[Signature]
Signature

10/8/14
Date

Total Bid Amount

5%

David Alatorre, President
Person's Name & Title, Typed

Women's Business

\$ _____

805/494-4363 Ext 20
Telephone Number, Including Area Code

Total Bid Amount

\$ _____ = _____ %

B-6-A

CITY OF OXNARD
SPECIFICATION NUMBER -GS11-06

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

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

SBS Corporation 805/494-4363
1. Name of Firm 2. Telephone No.
555 St Charles Drive, St 202 Thousand Oaks, CA 91360
3. Business Address City, State, Zip 4. Contact Person
David Alatorre
5. Type of Ownership: Check One Only

☐ Sole Ownership ☐ Partnership ☒ Corporation
☐ Joint Venture ☐ Other _____

6. Fifty Percent (50%) or more Ownership
(a) ☐ Minority-owned
☐ Black ☐ Asian or Pacific Islander
☒ Hispanic ☐ American Indian or Alaska Native
☐ Other _____
(b) ☐ Women-owned

7. Have you ever been certified by Caltrans as a Disadvantaged Business Enterprise?
☐ Yes Date of Expiration: _____
☒ No

Are you registered or listed with any organizations representing or promoting MBE/WBE? ☒ Yes ☐ No
☐ Oxnard Minority Business Development Center
☒ Other So. CAL Minority Supplier Development Council

8. California Contractor's License No(s). 742782
General Construction 16
9. Type of Business Years in Business

Tenant Improvements
10. Description of work for this project

Contract Item No(s). 1257828, 78 Dollar Amount \$ _____

Continued on Next Page

B-6B

CITY OF OXNARD
SPECIFICATION NUMBER -GS11-06

MINORITY AND WOMEN'S BUSINESS ENTERPRISE QUESTIONNAIRE

BIDDER'S NAME SBS Corporation

AFFIDAVIT

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

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

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

Signature [Signature]

Title President
(Officer of Subcontractor/Supplier Firm)*

Printed Name DAVID ALATORRE

Date Signed 10-8-14

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

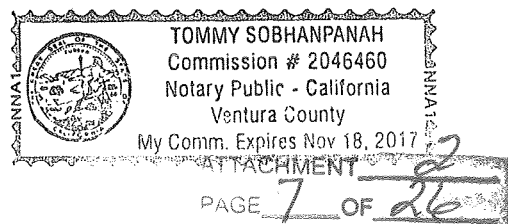
NOTARY

On this 8th day of October, 2014, before me appeared David Alatorre (name) to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he/she was properly authorized by _____ (name of firm) to execute the affidavit and did so act and deed.

Notary Public [Signature]

Commission Expires 11/18/2017

B-6C



Jurat

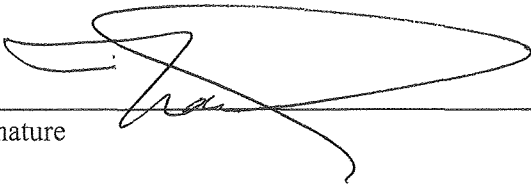
State of California

County of Ventura

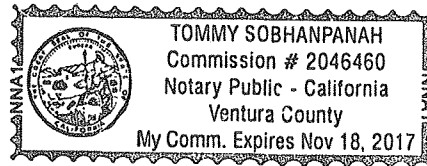
Subscribed and sworn to (or affirmed) before me on this 8th day of October,
2017 by David Alatorre

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature



(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bill of Sale

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 10/8/17

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any Jurat completed in California must contain verbiage that indicates the notary public either personally knew the document signer (affiant) or that the identity was satisfactorily proven to the notary with acceptable identification in accordance with California notary law. Any jurat completed in California which does not have such verbiage must have add the wording either with a jurat stamp or with a jurat form which does include proper wording. There are no exceptions to this law for any jurat performed in California. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

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

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

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

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

**CITY OF OXNARD
SPECIFICATION NUMBER GS11-06**

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.

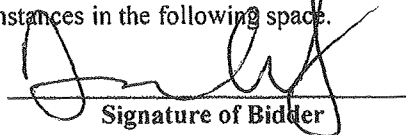
Public Contract Code Section 10162 Questionnaire

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

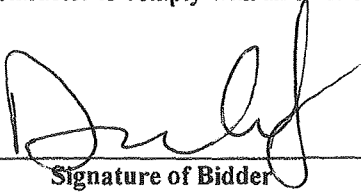
If the answer is yes, explain the circumstances in the following space.


Signature of Bidder

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

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

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

DEBARMENT AND SUSPENSION CERTIFICATION

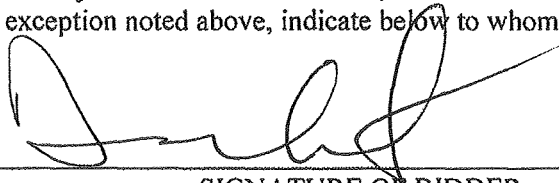
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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



SIGNATURE OF BIDDER

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

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

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06
Attachment G Disclosure of Lobbying Activities

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency: Congressional District, if known _____		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☒		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>David Alatorre</u> Title: <u>President</u> Telephone No.: <u>805/494-4363</u> Date: <u>10/8/14</u>		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

**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.

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

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

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

**CITY OF OXNARD
SPECIFICATION NUMBER GS11-06**

BIDDER'S AFFIDAVIT

PROJECT Oxnard Campus Park Gym Tenant Improvement

I depose and say that I am David Alatorre, President
(Print or type name and title)

of SBS Corporation
(Name of Company)
555 St Charles Drive, Ste 202 Thousand Oaks, CA 91360
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: 77-0486124

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

Contractor's License No. 742782 FED TAX I.D. # _____

Classification: B

Contractor's License Expiration Date: 8-31-16

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

Data Universal Numbering System (D-U-N-S #): 053156308

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 10/8/14 at Thousand Oaks, California.

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

(CORPORATE SEAL)

SIGNATURE

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

ATTACHMENT 2
PAGE 18 OF 26

CITY OF OXNARD
SPECIFICATION NUMBER GS11-06

BIDDER'S QUESTIONNAIRE

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

EVALUATION ELEMENTS				
<i>Standard Bidder Questions (applies to all bids)</i>			Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?	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. If Yes, please provide reference details and information for verification.			X

Contractor Officer's Signature: _____

President

Title

Date

10-8-14

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

B-11

99

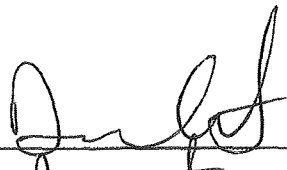
PAGE 19 OF 26

**CITY OF OXNARD
SPECIFICATION NUMBER GS11-06**

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

***ESCROW BID DOCUMENT CERTIFICATION**

The undersigned hereby certifies that the bid documentation contained herein constitutes the complete, only and all documentary information used in preparation of the bid for the City of Oxnard Campus Park Gym North Wing Tenant Improvements, and that I have personally examined these contents and have found that this bid documentation is complete.

By: 
Title: President
Firm: SBS Corporation
Date: 10-8-14

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

**CERTIFICATION FOR CONTRACTS
SECTION 3**

THE CONTRACTOR AND/OR SUB-CONTRACTOR, BY HIS/HER SIGNATURE(S) AFFIXED HERETO
DECLARES UNDER PENALTY OF PERJURY OR NON-COMPLIANCE ENFORCEMENT THAT:

He/She has read the above Section 3 Certification Requirements for construction contractors.

He/She shall accept the employment requirements contained therein for all his/her operations within the
applicable Section 3 recruitment area (City of Oxnard).

He/She shall make good faith efforts to recruit and select area residents and award contract(s) to Section 3
area business concerns (Section 3 business concerns are those concerns which are located in the Section 3
community/city area and whose owner or workforce contain a substantial portion of Section 3 area residents or
who will provide evidence of good faith efforts to subcontract in excess of 25% of the total dollar award of all
subcontracts to business concerns who meet section 3 Qualifications).

Officer's Signature

Date

David Alatorre, President

SBS Corporation

Officer's Name and Title
(Please Print or Type)

Company Name

Oxnard Campus Park Gym Wings Tenant Improvement
Project

360 South K Street, Oxnard, CA 93030
Address

Person signing must be authorized by the contractor to carry out the Contractor's Section 3 Economic
Opportunity Plan.

K:\DAVISBA\CONFORMS\SECTION3.FMS\CERTIFIC.CTR

SECTION 3 CONTRACT CLAUSES

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will no subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

The Contractor/Subcontractor by this signature affixed hereto declares under penalty of perjury: Contractor/ Subcontractor has read City requirements and accepts all its requirements contained therein for all of his/her operations within the City of Oxnard.

Signature

Printed Name and Title

Signature

Printed Name and Title

Company Name:

SBS Corporation

Date:

10/8/14

K:\DAVISBA.CONFORMS\SECTION3.FMS\CONTRACT.CLS

CITY OF OXNARD
SPECIFICATION NUMBER -GS11-06

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

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

B. Additional Steps

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

A. Minimum Requirements

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

B. Additional Steps

IV. Certification

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

David Alatorre President
Name of Appointee/Official Status with Firm

as the person responsible for the implementation of this plan.

SBS Corporation
FIRM/COMPANY NAME

[Signature]
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

David Alatorre, President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

10/8/14
DATE OF EXECUTION

B-23B

CITY OF OXNARD
SPECIFICATION NUMBER -GS11-06

CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS

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

Other federal requirements:

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

<u>DECISION NUMBER</u>	<u>REVISION DATE</u>	<u>MOD NUMBER</u>
CA149925	08/22/2014	CA25 - #19

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:

SBS Corporation
FIRM/COMPANY NAME

[Signature]
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

David Alatorre, President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

10/8/14
DATE OF EXECUTION

CITY OF OXNARD
SPECIFICATION NUMBER -GS11-06

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

CONTRACTOR/SUBCONTRACTOR SBS Corporation
PROJECT Campus Park Gym North Wing Tenant Improvements

I. Goals for Utilizing Local Project Area Residents and Businesses

A. Workforce Needs

<u>TRADE</u>	<u>ALREADY EMPLOYED</u>	<u>TO BE HIRED</u>	<u>"SECTION 3" OBJECTIVE %</u>
Skilled			
Semi-skilled			
Unskilled			
Trainees (Apprentices)			

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

<u>ITEM</u>	<u>DOLLAR VALUE</u>
-------------	---------------------

II. Steps to Accomplish Objectives

A. Minimum Requirements

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

B-23A



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

September 29, 2014

ADDENDUM NO. 1
SPECIFICATION NO. GS11-06
CAMPUS PARK GYM NORTH WING -TENANT IMPROVEMENTS

SCHEDULED BID OPENING DATE: OCTOBER 8, 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 Instruction to Bidders and Bid Documents:

1. A Section, Page A-1, Instructions to Bidders - Review of web site required for Prevailing Wage Rates and David Bacon Wage Rates to determine applicable in bid prices and verify rates ten (10) days prior to bid date.... the David Bacon Wage Rates Decision Number - CA140025, Modification Number 19, Publication Date: 08/22/2014 will apply.

Addendum No. 1
 Specification No. GS11-06
 Campus Park Gym North Wing -Tenant Improvements

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

1. One (1) page of text & Copy Page 1 of Davis-Bacon Decision Number CA140025 for reference.

Addendum No. 1 Received: Date: 9.29.14

JBS Corp
 Company

[Signature]
 Authorized Signature

DAVID ALA GARCIA
 Name and Title, Typed

555 St. Catherine's Ave. Ste 202
 Address of Company

THOUSAND OAKS CA 91320
 City State Zip Code

805-494-4363 F13
 Telephone Number, including Area Code

UNITED STATES
DEPARTMENT OF LABOR

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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](#).

Establishment SBS Corporation**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** October 4 2014

Submit

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

NOTE TO USERS

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

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

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

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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 1 OF 1

**CITY OF OXNARD
SPECIFICATION NUMBER GS11-06**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME SBS Corporation

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

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

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
1. Concrete Preparation Systems West	18780 State St. Corona, Ca 92881	Self Leveling Concrete	768232	C61
2. Floor Connection	141 Brisco Rd. Arroyo Grande, Ca 93420	Flooring	665417	C15
3. Venco Electric	2360 Sturges Rd. Ste D Oxnard, ca 93020	Electrical	446770	C10

See Attachment

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

**CITY OF OXNARD
SPECIFICATION NUMBER GS11-06**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME SBS Corporation

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. STA Mechanical	2147 Rim Crest Glendale Ca. 91201	Mechanical	49597	C20
5. Golden State Roofing	19703 Eddington Carson Ca 90746	Roofing	941468	C39
6. Center Glass	3910 A Market St. Ventura 93003	Aluminum Entrances + windows	244539	C17
7. Vanguard Painting	2541 Opaz Ct. Oxnard 93030	Painting	554570	C33
8. MM Mechanical	1027 Cindy Ln Carpenteria 93062	Plumbing	774231	C36
9. SBS Corporation	555 St. Charles Thousand Oaks Ca 91320	Demo, Doors, Rough Carpentry	742782	B

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

**CITY OF OXNARD
SPECIFICATION NUMBER GS11-06**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME SBS Corporation

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. Hughes General Engineering	6544 Beene Rd Ventura, Ca 93003	Concrete	644816	C8
5. E & N Drywall	9814 California South Gate 90280	Drywall	837613	C9
6.				
7.				
8.				
9.				

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

**CITY OF OXNARD
SPECIFICATION NUMBER GS11-06**

REFERENCES

BIDDER'S NAME SBS Corporation

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		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone

Project Description		
Owner	Project Location	
Project Cost	Project Manager	Telephone



SIGNATURE OF BIDDER

See Attachment

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

SBS Corporation Project List

Project Name	Owners Name, Address & Telephone Number	Contract Amount	Date Completed	Description of Work	Architect
UCLA HSEAS Undergraduate Lab 6541 Remodel	UCLA Capital Programs 1060 Veteran Ave., Suite 125 Bos 951395 Los Angeles, CA 90095 Andreas Frick P 310-206-1531 F 310-825-8436	\$429,669.00	10/15/13	Renovations to Boelter Hall Room 6541 to create a new educational laboratory. Includes MEPs, finishes, ADA and Fire/Life Safety upgrades.	Facilities Management, Design & Project Management, UCLA Omar Newland, AIA P 310-983-3154 F 310-206-9522
El Segundo Beach Bathroom Facility and Lifeguard Station	City of El Segundo 350 Main St. El Segundo, CA 90245 Maryam Jonas P310-524-2361 F310-322-4167 CM: Benchmark Consulting Larry Jablin P949-622-0300 F949-622-0301	\$885,878.00	11/13/13	Construction of a lifeguard station and restrooms.	RRM Design Group (SC) 232 Avenida Fabricante, #112 San Clemente, CA 92672 Kirstie Acevedo P 949-361-7950 F949-361-7955
McCrea Ranch Visitors Center 4500 N. Moorpark Rd. Thousand Oaks, CA 91362	Conejo Recreation and Park District 403 W. Hillcrest Dr. Thousand Oaks, CA 91360 P.805-495-6471 F.805-497-3199 Tom Hare, Administrator ext. 111	\$696,970.00	03/15/11	Construction of a new visitor center and renovation to existing caretaker building.	RPM Design Group 3765 S. Higueroa St., Suite 102 San Luis Obispo, CA 93401 P 805-543-1794 F 805-543-4609 Contact: Pat Blote

ATTACHMENT
PAGE 2 OF 9

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 GS11-06

CAMPUS PARK GYM NORTH WING TENANT

IMPROVEMENT PROJECT

STATE OF CALIFORNIA

COUNTY OF VENTURA

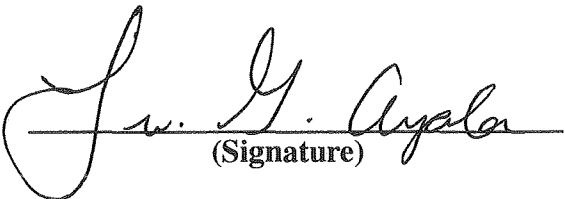
I Luis Ayala

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.

September 04, 11, 2014

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

11th day of September 2014


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS11-06 for the Campus Park Gym North Wing Tenant Improvement Project. This project work consist of reinforcing of existing shear walls; roof and window replacement; refinish concrete flooring; new wall partitions, ceilings and carpet; installation of utilities, electrical and lighting systems and other interior and exterior repairs and additions. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A and/or a General Building Contractor's License, Class B to be considered as a prime contractor qualified for award of this project. The City of Oxnard does not provide construction cost estimates 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 \$100.00 plus \$35.00 shipping and handling starting on MONDAY, SEPTEMBER 8, 2014. CyberCopy will provide the Plans and Specifications in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A non-mandatory Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, SEPTEMBER 17, 2014. All prospective bidders are urged to attend. Note to all prospective bidders, on July 1, 2014 a registration program became effective that all contractors and subcontractors who bid or work on a public works project must register with the DIR.

Some, or all, of this project is funded by Community Development Block Grant (CDBG) 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 or Davis-Bacon wage determination. The HIGHER of the State or Federal Wage

ATTACHMENT 6
PAGE 1 OF 2

Certificate of Publication

Ad #354213

In Matter of Publication of:

Public Notice

State of California)

)§

County of Ventura)

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

Sept. 05, 12, 2014

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

Dated this Sept. 12, 2014; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS11-06 for the Campus Park Gym North Wing Tenant Improvement Project. This project work consist of reinforcing of existing shear walls; roof and window replacement; refinish concrete flooring; new wall partitions, ceilings and carpet; installation of utilities, electrical and lighting systems and other interior and exterior repairs and additions. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractors License, Class A and/or a General Building Contractor License, Class B 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 \$100.00 plus \$35.00 shipping and handling starting on MONDAY, SEPTEMBER 8, 2014. CyberCopy will provide the Plans and Specifications in CD format 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 17, 2014. All prospective bidders are urged to attend. Note to all prospective bidders, on July 1, 2014 a registration program became effective that all contractors and subcontractors who bid or work on a public works project must register with the DIR.

Some, or all, of this project is funded by Community Development Block Grant (CDBG) 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 or Davis-Bacon wage determination. The HIGHER of the State or Federal Wage Rate 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, OCTOBER 8, 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 09/05/14, 09/12/14 Ad No.354213

ATTACHMENT 6
PAGE 2 OF 2

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

Prepared By: Patricia Friend

Agenda Item No.

S-3

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: June 5, 2014

TO: City Council

FROM: Michael Henderson, General Services Superintendent/Purchasing Agent
City Manager DepartmentSUBJECT: Project Specification GS11-06
Campus Park Gymnasium North Wing Tenant Improvements-Phase IV**RECOMMENDATION**

That City Council approve Project Specification GS11-06 and plans for the tenant improvements of the Campus Park Gymnasium North Wing and authorize staff to solicit bids for the project.

DISCUSSION

This is the fourth phase of the ongoing improvements being made to the gymnasium building located at 350 South K Street. This facility is used for a number of City activities including the City's Recreation and Community Services programs such as the Police Activities League (PAL) and other youth and senior programs. The north wing space has been cleaned and abated of hazardous materials in previous phases of work and is now an empty shell. The proposed specification and plans include:

- a new roof and windows
- reinforcing shear walls
- patching and painting exterior
- ADA access
- Installing utilities for water, electrical, sewer and gas
- new HVAC system
- restrooms and lighting
- leveling interior concrete flooring
- partition walls to divide the space into specific program areas.

FINANCIAL IMPACT

Community Development Block Grant (CDBG) funds have been appropriated in project 137401 for this work. These funds were appropriated as part of the Housing Department Grants Annual Action Plans for years 2011-2012, approved by City Council January 25, 2011; and 2012-2013 presented to Council January 10, 2012.

MH/pcf

Note: The Plans and Specifications are available for review by contacting CM General Services Procurement staff at 1060 Pacific Ave., Bldg. 2.

REQUEST FOR BUDGET APPROPRIATION

Department: General Services
Project/Program
Manager: Michael Henderson

Date: December 9, 2014
Phone: _____

Reason for Appropriation:

To provide additional CDBG funding from new revenues and reappropriation of EDC Business Tech Assistance to Campus Park Gym North Wing Tenant Improvements

Accounts and Descriptions

AMOUNT

Fund: **CDBG ENTITLEMENT FUND (285)**

Revenues /Transfers In

GRANTS MANAGEMENT (1605)

285-1605-531.72-06 FEDERAL & STATE SOURCES / CDBG GRANT 106,000

Sub-total Revenues 106,000

Expenditures/Transfers Out

EDC BUSINESS TECH ASISTNC (4203)

285-4203-804.83-31 MAINTENANCE SERVICES / CONTRIBUTION TO OTHR AGCY (25,000)

CAMPUS PARK GYM (PROJECT NO. 137401)

285-7465-826.86-05 CAPITAL OUTLAY / IMPROV NOT BUILD-MAJOR RE 131,000

Sub-total Expenditures 106,000

Net Change to Fund Balance 0

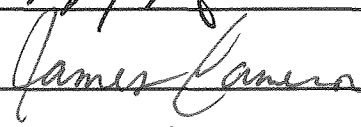
Net Appropriation Change 106,000

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 8
PAGE 1 OF 1

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
BA Doc# (Finance Use Only) _____
Revised : 2/23/2012

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

Prepared By: Stacey Grose Agenda Item No. 5-9

Reviewed By: City Manager JM City Attorney ET Finance JC Other (Specify) _____

DATE: November 17, 2014

TO: City Council

FROM: Barbara J. Murray, Library Director Barbara J. Murray
Library

SUBJECT: Ordinance for Public Library Rules of Conduct and Exclusion Process

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance establishing the Oxnard Public Library Rules of Conduct and Exclusion Process.

DISCUSSION

The Oxnard Public Library does not provide a Rules of Conduct Policy, whereas these guidelines are commonly provided at most public libraries. Borrowing from the best practices from other California public libraries' rules of conduct, the intent of the Public Library Rules of Conduct and Exclusion Process is to provide guidelines for appropriate behavior and treatment of library facilities, materials, staff and volunteers by library customers. Additionally, the Rules of Conduct will ensure that library buildings are safe, secure, sanitary and attractive for library customers, staff and volunteers.

FINANCIAL IMPACT

None.

SG

Attachment #1 - Ordinance

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [_____]

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XVIII TO CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

.....

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. Article XVIII of Chapter 7 of the Oxnard City Code is hereby added to read as follows:

“ARTICLE XVIII. PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

SEC. 7-320. PURPOSE.

It is the intent of the city council in enacting this ordinance to protect the rights of library customers, staff and volunteers. Library customers, staff and volunteers using library buildings, materials, and services have at least the following rights:

(A) To use library buildings, materials and services without being unreasonably disturbed or impeded by others;

(B) To use and work in library buildings that are safe, secure, sanitary, and attractive; and

(C) To use and work with library materials and equipment, which are accessible and in good condition in a quiet and orderly atmosphere conducive to every customer’s exercise of his or her right to receive and read recorded communication.

SEC. 7-321. DEFINITIONS.

For purposes of this article:

(A) “Library” shall mean the Oxnard Public Library and each and all of its branch libraries.

(B) “Library customer” shall mean a member of the public who uses library facilities, materials and services.

ATTACHMENT NO. 1

PAGE 1 OF 8

(C) "Library building" means any building, structure or enclosure in which the library keeps, displays and makes available for inspection or borrowing printed or audio-visual material or information or information that is kept in other form, but for purposes of this article, does not include the exterior appurtenances to such building, structure or enclosure nor land on which such building, structure or enclosure is located.

(D) "Library director" shall mean the person appointed by the city manager to be responsible for the overall administration of the library.

(E) "Library facility" shall mean a library building, all exterior appurtenances to such building and the real property upon which the library building and exterior appurtenances are located.

(F) "Library privileges" shall mean access to any printed or audio-visual material or information that is kept in any other form at a library facility and the right to physically enter and be present in any library building.

(G) "Library staff" shall mean public employees who work for the city and are assigned to work at library facilities.

(H) "Library volunteer" shall mean a member of the public who volunteers and works at library facilities.

(I) "Rules of conduct" means the activities identified in and prohibited by section 7-322.

(J) "Serious violation of the rules of conduct" shall mean engaging in activities prohibited by law at a library facility or violating any other rule of conduct that poses an immediate threat to the safety of any person or to the orderly operation of the library.

SEC. 7-322. RULES OF CONDUCT.

In order to protect the rights of library customers, staff and volunteers, the following activities that a reasonable person would find disruptive to the normal functions being carried on at the library are prohibited:

(A) Engaging in activities prohibited by law including but not limited to:

ATTACHMENT NO. 1

PAGE 2 OF 8

(1) Penal Code section 415 (Fighting; Causing Loud Noise or Using Offensive Words in a Public Place),

(2) Penal Code section 484 (Theft),

(3) Penal Code section 490.5 (Theft of Library Books and Materials),

(4) Penal Code section 594 (Vandalism),

(5) Penal Code section 602.1(b) (Interfering with Library Business),

(6) Penal Code section 602q (Refusing or Failing to Leave a Library Building),

(7) Penal Code section 647 (Lewd and Dissolute Conduct, Solicitation, Loitering, Public Intoxication),

(8) Education Code section 19910 (Maliciously Damaging Library Materials),

(9) Education Code section 19911 (Failure to Return Materials After Notice), and

(10) Government Code section 7597(a) (Smoking Any Tobacco Product Inside a Library Building or Within Twenty Feet of a Main Exit, Entrance, or Operable Window of a Library Building);

(B) Engaging in any activity or behavior (either oral or physical) that is loud, disruptive, disturbing, offensive, intimidating, threatening, unsafe or annoying and which unreasonably interferes with another person's use of any library facility or with the ability of library staff or volunteers to perform their duties including creating excessive noise, using loud language, abusive, threatening or insulting language, screaming, running, verbal or physical threats, having body odor constituting a nuisance to other persons or engaging in any other activity or behavior that unreasonably disturbs and inhibits others from using library buildings, materials or services;

(C) Eating or drinking in unauthorized public areas within any library building;

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(D) Sleeping, appearing to sleep, lying down, loitering or interfering with free passage within any library building or at the entrance or exit of any library building;

(E) Leaving packages, backpacks, luggage, or other personal items unattended within any library building or at the entrance or exit of any library building;

(F) Leaving a child under the age of twelve unattended within any library building. This prohibition shall not apply to a child's unattended participation in library programs or services;

(G) Distributing or posting printed materials, soliciting signatures for petitions or conducting surveys within any library building;

(H) Not using library furniture for its intended purpose (e.g., placing one's feet on library desks, tables or chairs);

(I) Moving library furniture or equipment when doing so presents a safety hazard;

(J) Using library building restrooms for inappropriate purposes such as loitering, bathing, shampooing, doing laundry, changing clothes, etc.;

(K) Skateboarding or rollerblading in or about any library facility;

(L) Bringing any animal into any library building, with the exception of a service animal accompanying a person with disabilities. As defined, a "service animal" is individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The animal's work or tasks must directly relate to the handler's disability;

(M) Photographing, audio recording or filming within any library building without permission from the library director except at governmental meetings open to the general public;

(N) Leaning on railings or security gates within any library building;

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(O) Throwing items over railings located within any library building;

(P) Failing to wear shoes and shirts at all times within any library building;

(Q) Entering any library building with firearms or other dangerous weapons with the exception of those individuals authorized to possess weapons in a local public building or open public meeting pursuant to Penal Code section 171b;

(R) Disseminating, downloading, viewing or printing from public library computers illegal materials including but not limited to obscene or harmful matter as those terms are used in Penal Code section 331, et seq. and 313, et seq.;

(S) Violating a term or condition of a warning notice or an exclusion notice.

SEC. 7-323. RULES OF CONDUCT ENFORCEMENT.

(A) General Provisions. A library customer is subject to exclusion from the library or may otherwise have his or her library privileges restricted or suspended if he or she (or a person under his or her control or direction) violates any of the rules of conduct specified in section 7-322 within ninety days after he or she was given a verbal warning for a violation of the rules of conduct and a subsequent written warning notice of a violation of the rules of conduct. Serious violations of the rules of conduct may result in the issuance of a written warning notice without a verbal warning.

(B) Persons Authorized to Issue Warning or Exclusion Notices. The library director shall designate those library staff who are authorized to issue warning and exclusion notices.

(C) Issuance of Warning or Exclusion Notices.

(1) Warning Notice. After the issuance of a verbal warning to a library customer for a violation of the rules of conduct or immediately upon the occurrence of a serious rules of conduct violation, library staff designated by the library director may issue a written warning notice for a rules of conduct violation. The warning notice shall specify that the recipient must leave the library for the remainder of the day, and that in the event a second violation of the rules of conduct occurs within ninety days of the

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date of issuance of the warning notice, that person shall be subject to exclusion from the library facility for a period of time not to exceed two years or the loss of some or all of his or her library privileges as the library director designee may determine to be appropriate. The warning notice shall also contain information concerning the right to appeal to the library director. The person to whom the warning notice is issued shall sign a written acknowledgment of its receipt. If the recipient refuses to sign, the person issuing the warning notice shall make a written record of refusal.

(2) Exclusion Notice. If a library customer has received a warning notice as set forth in section 7-323(C)(1) above and again violates a rule of conduct within ninety days of the date of issuance of the warning notice, library staff designated by the library director may issue a written exclusion notice excluding the person from the library facility or setting forth the loss of some or all of his or her library privileges as the library director designee may determine to be appropriate. If the person is excluded from the library facility, the exclusion shall be for a period of no less than one month and no more than two years. The exclusion notice shall specify the person that is to be excluded from the library facility, the period of the exclusion, the time the exclusion is to commence, and library privileges being lost and the specified period of loss, and information concerning the right to appeal the exclusion notice to the library director. The person to whom the exclusion notice is issued shall sign a written acknowledgment of its receipt and allow his or her photograph to be taken. If the recipient refuses to sign or take a photograph, the person issuing the exclusion notice shall make a written record of the refusal.

SEC. 7-324. APPEAL PROCEDURE.

(A) The individual to whom a warning or exclusion notice is issued shall have the right to an appeal from the issuance of the notice.

(B) A notice of appeal of a warning notice or an exclusion notice must be filed, in writing, with the library director within five calendar days of the issuance of the warning or exclusion notice. The notice of appeal shall state the following:

(1) The appellant's name;

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(2) The appellant's address and a telephone number where he or she can be reached;

(3) A concise statement as to why the appellant believes that the issuance of the warning notice or the exclusion notice was invalid or unjustified; and

(4) A copy of the warning notice or exclusion notice shall be attached.

(C) A hearing on the appeal shall be held no more than fifteen calendar days after the filing of the appeal, except the library director may postpone the hearing date at the request of the appellant or the library staff for good cause. The appellant shall be provided notice of the hearing date, time, and location at least five calendar days prior to the hearing date. The hearing shall afford a reasonable opportunity for the appellant to be present and present evidence that the warning notice or exclusion notice is invalid or unjustified.

(D) Copies of all library staff documents to be used by the library staff at the hearing shall be made available to the appellant at least five calendar days prior to the hearing.

(E) At the hearing on the appeal, the library staff shall have the burden to show by a preponderance of evidence that the warning notice or exclusion notice was based on and justified by a violation of the rules of conduct described in section 7-322. The library director shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(F) Within thirty calendar days of the conclusion of the hearing, the library director shall issue and mail the appellant a written decision containing a statement of the reasons on which the decision is based. The written decision shall include a notice that the parties have ninety days to pursue a petition for a writ of administrative mandamus of the decision under Code of Civil Procedure sections 1094.5 and 1094.6. The library director shall serve a copy of such decision to the city manager. The decision of the library director shall be final.

SEC. 7-325. VIOLATION OF WARNING OR EXCLUSION NOTICE.

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Any person who violates a provision of a warning notice or an exclusion notice to stay away from the library by physically entering a library facility during the exclusion period is guilty of a misdemeanor punishable as set forth in section 1-10 of this code.”

Part 2. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

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. _____ was first read on _____, 2014 and finally adopted on _____, 2014 to become effective thirty days thereafter.

AYES:

NOES:

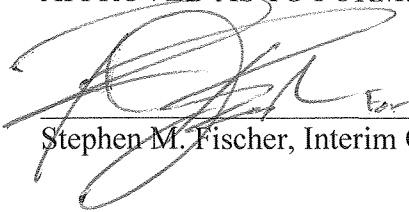
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1

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

Prepared By: Stacey Grose *SG* Agenda Item No. S-10

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

DATE: December 4, 2014

TO: City Council

FROM: Barbara J. Murray, Library Director
Library

Barbara J. Murray

SUBJECT: Approval of Five-Year Agreement with Polaris Library Systems for an integrated library system

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a five-year agreement with Polaris Library Systems (Agreement No. 6962-14-LI) in the amount of \$397,733 for the purchase and maintenance of an integrated library system.

DISCUSSION

In 2002, the Oxnard Public Library purchased an integrated library system (ILS) from Sirsi Corporation. The ILS provides the computer software for library collection operations such as materials purchasing, cataloging, circulation and patron records. The 12 year-old current system is outdated and this version is no longer supported by the vendor.

In October 2013, City Council approved \$500,000 in Measure "O" funds for the replacement and maintenance costs for an integrated library system. A recently completed Request for Proposals (RFP) for an ILS for Santa Cruz Public Library included a piggyback clause providing any California public library to use Santa Cruz Public Library's RFP. Vendor responses to the Santa Cruz RFP came from SirsiDynix, Innovative Interfaces and Polaris Library Systems, the industry's top public library ILS vendors. In November 2013, Library staff evaluated the vendors' proposals for Santa Cruz. In April 2014, SirsiDynix, Innovative Interfaces and Polaris Library Systems gave product demonstrations. Library staff then made site visits to public libraries in Commerce, Santa Barbara, San Diego, Long Beach, Thousand Oaks and Santa Monica where each product is operating. The three ILS vendors then returned in August 2014 for follow up demonstrations. Based on thorough reviews, qualifications and needs assessments, the Library selected Polaris Library Systems.

FINANCIAL IMPACT

Sufficient Measure “O” (\$500,000) funding is budgeted for the full cost of this project.

Attachment #1 - Agreement No. 6962-14-LI

POLARIS[®]

Integrated Library System

CONTRACT FOR VIRTUAL PRIVATE CLOUD SERVICES

November 26, 2014

THE CITY OF OXNARD

Agreement No. 6962-14-LI

**Polaris Library Systems
PO BOX 4903 • SYRACUSE, NY 13221-4903
1-800-272-3414 • FAX 1-315-457-5883 • <http://www.polarislibrary.com>**

Date: November 26, 2014

**Attachment 1
The City of Oxnard-Library VPC Services Page 1 of 29**

THIS CONTRACT FOR VIRTUAL PRIVATE CLOUD SERVICES (the **"AGREEMENT"**), is made between GIS Information Systems., Inc. doing business as **Polaris Library Systems**, a wholly owned subsidiary of PLS Solutions, Inc. a New York corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York (herein - after referred to as **"Polaris"**), and the **City of Oxnard**, a municipal corporation, with its principal place of business at 251 South A Street, Oxnard, California 93030 (hereinafter referred to as **"LIBRARY"**).

WITNESSETH:

WHEREAS, Polaris has developed a computerized integrated library system (hereinafter referred to as **"Polaris ILS"**) consisting of hardware, software and related services, and offers said system in a Virtual Cloud environment, and the LIBRARY intends to purchase such related services and license such software in said environment;

NOW, THEREFORE the parties mutually agree as follows:

1. Definitions

- 1.1 **"One-Time Services"** shall refer to the provision of one-time services listed and set forth under Schedule B herein and which may be modified, added to, or replaced during the term of this Agreement.
- 1.2 **"On-Going Virtual Private Cloud Services"** shall refer to the provision of on-going services listed and set forth under Schedule B herein and which may be modified, added to, or replaced during the term of this Agreement.
- 1.3 **"Polaris ILS Software"** shall refer to all virtual private cloud and client applications proprietary to Polaris and provided by Polaris under license to the LIBRARY under this Agreement.
- 1.4 **"Polaris ILS Hardware"** shall refer to the hardware under the control and ownership of Polaris which is used to provide the Polaris ILS Software and On-Going Virtual Private Cloud Services; and which hardware may be modified, added to, or replaced during the term of this Agreement provided that the performance thereof is not thereby caused to degrade.
- 1.5 **"Polaris ILS Software Materials"** shall refer to any machine readable or printed material, including but not limited to documentation stored on CD, On-Line Help files and hard-copy guides, which are designated by Polaris as available under license to libraries who have licensed the Polaris ILS Software to which those materials relate.
- 1.6 **"LIBRARY Equipment"** shall refer to the hardware and software, including, but not limited to, those components that enable access to the Internet, which the LIBRARY is required to have in use in order to use and enable the Polaris ILS Software and On-Going Virtual Private Cloud Services to be provided in accordance with this Agreement, and which may be provided independently by the LIBRARY or which may be purchased by the LIBRARY as part of this Agreement.
- 1.7 **"Live Date"** shall refer to the day on which the LIBRARY uses the System in a live, production mode for normal daily business, including searching the public access catalog and circulating materials. Warranty on software, subscription service costs and On-Going Virtual Private Cloud Services fee, are measured from this date.
- 1.8 **"Network"** shall refer to all communications hardware and software under the control and ownership of Polaris, and which may be modified, added to, or replaced during the term of this Agreement provided that the performance thereof is not thereby caused to degrade.

Attachment 1

Date: November 26, 2014

The City of Oxnard-Library VPC Services Page 2 of 29

- 1.9 **"Services"** shall collectively refer to the provision of One-Time Services and On-Going Virtual Private Cloud Services.
- 1.10 **"System"** shall refer to the Polaris ILS Hardware, Polaris ILS Software and Network as the same operate together in the provision of the On-Going Virtual Private Cloud Services.
- 1.11 **"Third Party Software"** shall refer to the object code of the software, including Software Materials and updates, that is owned by an entity other than Polaris and which is sublicensed by Polaris to the LIBRARY pursuant to the conditions of this Agreement.

2. Furnishing of Deliverables

Based on the statistics in Schedule A, which the LIBRARY agrees are reasonably correct as of the date of this Agreement, Polaris will provide the System and Services as detailed in Schedule D and Schedule E, at the fees indicated in Schedule B.

3. Installation Schedule

- 3.1 Following the signing of this Agreement, the LIBRARY and Polaris will mutually agree on an implementation plan which shall include, but not be limited to, identification of all required tasks, a timeline of all required tasks, an indication of which party is responsible for completion of each task, and expected duration of each task (the **"Implementation Plan"**). Upon completion of implementation, pursuant to the Implementation Plan, both parties shall mutually agree to a Live Date pursuant to Article 1.7 herein. The LIBRARY and Polaris agree that (1) the provision of the System and Services during the first year of this Agreement shall comply with the requirements of the Implementation Plan, and (2) the Implementation Plan shall reflect the best efforts of both parties to complete all deliveries no later than thirty (30) days following the Live Date.

4. Term and Termination

- 4.1 This Agreement is effective upon final signature for a period of five (5) years from the Live Date.
- 4.2 If either party is considered to be in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such alleged breach, to the other party. The party considered to be in breach of this Agreement will have thirty (30) days after notice is received to cure such breach, or, if the breach cannot reasonably be cured within thirty (30) days, the party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the party considered to be in breach fails to cure, commence to cure in timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement, at law or in equity.
- 4.3 In the event either party becomes insolvent or voluntarily or involuntarily bankrupt or a receiver, assignee or other liquidating officer is appointed for all or substantially all of the business of either party, or if either party makes an assignment for the benefit of creditors, then the other party, at its option may immediately terminate this Agreement by notice to the offending party to that effect. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise, and any such assignment or attempted assignment shall be void and in no event shall this Agreement or any rights or privileges hereunder be an asset of either party under any bankruptcy, insolvency or reorganization proceedings.

Attachment 1

- 4.4 Either party may terminate this Agreement at any time, with or without cause, by giving ninety (90) days' written notice to the other party, specifying the effective date of termination. Subject to the conditions of Article 4.2, if this Agreement is suspended or terminated by the LIBRARY, whether for cause or convenience, then, effective upon the date of suspension or termination, the LIBRARY shall be relieved of further payment obligations, and shall be liable for payment only for those One-Time Services and On-Going Virtual Private Cloud Services satisfactorily received prior to the date of suspension or termination. If this Agreement is terminated, any pre-paid software maintenance and On-Going Virtual Private Cloud Services fees shall be refunded to the LIBRARY to the date of termination on a pro-rated basis. If this Agreement is mutually reinstated, then the LIBRARY shall reassume its payment obligations.

5. Return or Destruction of Licensed Software

If this Agreement is terminated by party, whether for cause or convenience, and the right to continued use of the Polaris ILS Software and Software Materials under the conditions set forth herein is withdrawn then all Polaris ILS Software and Software Materials must be returned to Polaris, or if so requested in writing by Polaris, destroyed. Within one (1) month after the date of cessation or termination of any license granted hereunder, the LIBRARY will furnish to Polaris if requested, a certification that through the LIBRARY's best efforts and to the best of the LIBRARY's knowledge, the original and all copies of the Polaris ILS Software Materials received from Polaris or made in connection with such license have been returned or destroyed. This requirement will apply to all copies in any form, including translations, whether partial or complete, and whether or not modified or merged into other software materials as authorized herein.

6. Payment

- 6.1 Costs for the term of this Agreement are enumerated in Schedule B herein. Unless specified elsewhere in this Agreement, unit costs for Polaris ILS Software and Services will be held at the quoted rate(s) for 1 year from the execution of this Agreement. Costs for additional Third Party Software, hardware and services are subject to change and will be quoted at the then current rate.
- 6.2 Payment for deliverables shall be made on the Live Date. Subsequent payments will be made on the annual anniversary of the Live Date as set forth in Schedule C herein.
- 6.3 Payment in full on all invoices is due according to the terms of this Agreement or within 30 days of the invoice date, whichever date is later. Within twenty (20) days of receipt of the invoice, the LIBRARY may serve Polaris with written notice disputing any charge. If the dispute is not resolved within twenty-five (25) days of receipt of said written notice, then either party may file for arbitration.
- 6.4 In the event that payment is not made in full according to the specified terms, a service charge will be added to the undisputed balance after deducting all payments and credits. For any payment considered past due and undisputed by the LIBRARY, the LIBRARY agrees to pay interest at 1% per month (effective annual rate of 12%) on the unpaid balance or the highest rate permitted by law, whichever is less.
- 6.5 **RESERVED.**
- 6.6 The software maintenance fee will commence one (1) year from the Live Date. For the term of this Agreement, annual fees will be charged at the rates listed under Schedule B herein. Thereafter, annual fees are subject to change annually, such change commencing five (5) years from the Live Date and effective upon one hundred and twenty (120) days written notice to the LIBRARY. Following the initial term of this Agreement, and upon receipt of notification of any such change in the software maintenance fee, in the subscription service fee(s) and in the On-Going Virtual Private Cloud Services fee, the LIBRARY may with

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ninety (90) days prior written notice, terminate this Agreement upon the effective date of such increase. Otherwise the new fee will become effective upon the date specified in the notice.

- 6.7 Polaris reserves the right to offer new goods and/or services at any time during the term of this Agreement. Where such goods and/or services involve a one-time and/or an ongoing fee, Polaris shall provide the LIBRARY with ninety (90) days written notice of any such offer.
- 6.8 For Polaris ILS Software purchased after the execution date of this Agreement but prior to the Live Date, a one year warranty will be provided. For Polaris ILS Software purchased after the Live Date of this Agreement, maintenance charges will commence upon the installation date of the Software.

7. Licenses

- 7.1 Polaris hereby grants to the LIBRARY a non-transferable, non-exclusive, and non-sublicenseable license during the term of this Agreement to use, the Polaris ILS Software, the Polaris ILS Software Materials, and any ancillary software set forth in Schedule D, solely in conjunction with the On-Going Virtual Private Cloud Services as defined in this Agreement. It is declared that the LIBRARY shall have no right to use the same for any other purpose or at any other time.
- 7.2 No title to or ownership of the Polaris ILS Software or Polaris ILS Software Materials is transferred to the LIBRARY, and they remain the proprietary property of the owning entity.
- 7.3 All licensed Polaris ILS Software and Polaris ILS Software Materials contain Polaris proprietary information, use of which is limited by the licenses granted in this Agreement. The LIBRARY shall not allow the Polaris ILS Software or any portion thereof, to be reverse compiled, disassembled, or in any way altered. The LIBRARY shall not modify any licensed Polaris ILS Software in machine-readable form nor merge such Polaris ILS Software with other software programs. The LIBRARY will not disclose or otherwise make available, except as required by law, any licensed Polaris ILS Software Materials in any form to any third party except to the LIBRARY's employees, or to agents directly concerned with licensed use of said materials. The LIBRARY may customize Polaris ILS Software Materials and on-line help files, but Polaris disclaims any responsibility for their maintenance.
- 7.4 Polaris may terminate all proprietary licenses granted hereunder and require return of the Polaris ILS Software Materials upon written notice to the LIBRARY if the LIBRARY fails to comply with these terms and conditions.

8. The LIBRARY's Responsibilities

- 8.1 The LIBRARY assumes responsibility for purchasing, installing, configuring and maintaining pc workstations and all other on-premises hardware components necessary, including but not limited to:
- Firewall,
 - anti-virus software,
 - LIBRARY-specific network components, cabling and Internet connectivity including routers, switches, firewalls, cabling and telephone lines,
 - PC workstations hardware and software, and maintenance including O/S software, software installation & updates and anti-virus,
 - Scanners and maintenance
 - Printers (e.g. Page, Label and Receipt Printers) and maintenance
 - Other workstation peripherals,
 - Uninterruptible Power Supplies,

Polaris add-on servers and third-party servers and equipment, The LIBRARY will also assume responsibility

for determining, in consultation with Polaris, the viability of existing LIBRARY Equipment in conjunction with the System. Such consultation that Polaris may provide will be limited to commercially reasonable efforts.

8.2 The LIBRARY shall designate no more than two (2) key personnel to act as Polaris' sole point(s) of contact with the LIBRARY following execution of this Agreement.

8.3 The LIBRARY is responsible for providing and maintaining an Internet connection with sufficient bandwidth for reliable operation and support. This access must be sufficient, in Polaris' sole opinion, to satisfy any on-going warranties set forth under this Agreement. Failure by the LIBRARY to provide access via the Internet may result in unresolved performance issues and may void Polaris' obligations with respect to on-going warranties.

8.4 During the implementation process, the LIBRARY will provide Polaris with reliable remote access to the LIBRARY's current system to facilitate the extraction of the LIBRARY's data, pursuant to the Services provided under Schedule E herein.

8.5 The LIBRARY will accept responsibility for the data concerning the LIBRARY's system profile and system parameters that it has provided to Polaris based on guidelines for the profile and parameters set by Polaris. Polaris agrees to provide prompt written notice of any material discrepancy of which it becomes aware between data provided by the LIBRARY and data required for effective functioning of the Polaris ILS Software. Polaris disclaims all responsibility for the use or function of the Polaris ILS Software, or for the results obtained therefrom.

8.6 Pursuant to Article 8.1, the LIBRARY will accept responsibility for the installation, performance and maintenance of all third party hardware/software components on the System that are not supplied by Polaris under this Agreement. Polaris may provide consultation services or diagnostic support relating to the LIBRARY's use of such third party hardware and software, and shall reserve the right to charge, at the rate of \$200 per hour with a minimum \$400 charge, so long as such charge is authorized in advance by the LIBRARY and the LIBRARY has issued a purchase order for the services. In the process of trouble-shooting a reported issue, Polaris in its sole discretion may require the LIBRARY to remove any third-party hardware/software utilized by the LIBRARY and to replicate the reported issue in that environment.

8.7 The LIBRARY will be responsible for:

- Reports & notices.
- Local workstation & peripheral hardware maintenance including O/S software, software installation & updates and anti-virus.
- Phone services server hardware maintenance including O/S software, software installation & updates and anti-virus.
- Network connectivity.
- Cost associated with optional System upgrade training.
- Cost of custom reports and SQL queries.
- Anything not explicitly defined herein as a Polaris responsibility.

8.8 To enable effective and scalable internal support procedures, to minimize its liabilities, and to facilitate compliance with security industry requirements such as PCI-DSS and PA-DSS, Polaris maintains standard criteria pertaining to the methodology used to securely deliver remote support to the LIBRARY. Polaris employees and contractors providing remote support may only connect to the LIBRARY's systems using Polaris-approved remote access solutions. The LIBRARY must grant access to Polaris when remote support is required. This ensures that no Polaris personnel or any other individuals are permitted to connect to the LIBRARY's systems or servers without the LIBRARY's express knowledge and consent. Remote support

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access requires unshared user accounts, encrypted network communications and session logging. The remote access solution will likely require the installation of a lightweight software client. The LIBRARY is responsible for maintaining secure user accounts and password information according to the LIBRARY's own local information policies and Polaris will not store or manage user account information or passwords for any LIBRARY servers. Polaris, at its own expense and sole discretion, will provide a standard remote access solution that meets these requirements.

Remote access must be sufficient to satisfy the implementation and on-going performance requirements, the warranties and the conditions for software maintenance set forth under this Agreement. Failure by the LIBRARY to provide Polaris with remote access may result in unresolved performance issues and may void Polaris' obligations with respect to on-going performance requirements and warranties. The LIBRARY's failure in this regard should not be considered just cause for delaying the setting of a Live Date, as specified in Article 1.7 herein.

If custom remote access solution is requested by the LIBRARY that meets the criteria stated above, a testing and validation fee based on the level of effort and out-of-pocket costs will be charged by Polaris whether or not the custom solution is approved. If the custom solution is approved, then the LIBRARY will bear any and all additional costs incurred by Polaris to deploy and maintain any required hardware or software, and for the initial and ongoing training of Polaris staff to use the custom solution.

Should the LIBRARY decline to comply with this remote support access policy, Polaris will require the LIBRARY to sign a disclosure document that indicates that the LIBRARY has been made aware of this remote support access policy, has declined to comply with the policy, and shall not hold Polaris responsible in the event (a) such non-compliance results in any LIBRARY damages, or (b) Polaris ability to provide remote support is impeded.

Polaris reserves the right to modify this policy from time to time in its sole discretion. The policy may be modified to keep pace with technological advances, or if it becomes infeasible for Polaris in its sole judgment to maintain outdated remote support technology or policies. Polaris, at its own expense and sole discretion, will continue to provide a secure remote support access solution to the LIBRARY, and will not materially reduce the level of security by the replacement of, or any modification to, that solution. Polaris will notify the LIBRARY of any amendment or modification to the policy in advance by posting notice of such change on the Polaris website or by using any other reasonable means.

9. Site Preparation

It is understood and agreed that the Services fees do not include any costs with regard to the preparation of the LIBRARY site or the installation of LIBRARY Equipment. The LIBRARY shall, at its own expense, prepare the site to house the LIBRARY Equipment, and shall provide suitable electric service for operation of said LIBRARY Equipment.

10. Privacy of Data/ Security Breach

10.1 Polaris agrees not to use any patron details such as names, addresses, etc., for any purpose other than providing the Services to the LIBRARY contemplated herein and Polaris agrees not to transmit LIBRARY data to any third party, except as requested by the LIBRARY.

10.2 If any "Security Breach" (as defined in California Civil Code Section 1798.29(f) or any successor legislation) occurs, Polaris after discovery or notification of the Security Breach shall:

- A. Promptly notify the LIBRARY of the Security Breach. The notification shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the System;
- B. Cooperate with the LIBRARY to investigate the Security Breach;
- C. Provide to the LIBRARY information available to it as the LIBRARY may reasonably request related to the Security Breach; and
- D. Cooperate with the LIBRARY in any breach notification that the LIBRARY may be required to make.

11. Protection and Security

11.1 The LIBRARY will take appropriate action, by instruction, Agreement or otherwise, with any persons permitted access to licensed Polaris ILS Software and Polaris ILS Software Materials so as to enable the LIBRARY to satisfy its obligations under Article 8 herein.

11.2 All licensed Polaris ILS Software Materials contain Polaris proprietary information, use of which is limited by the licenses granted in this Agreement. The LIBRARY will not disclose or otherwise make available, except as required by law, any licensed Polaris ILS Software Materials in any form to any third party except to the LIBRARY's employees, or to agents directly concerned with licensed use of the program. Subject to the limitations of this article, the LIBRARY may make additional copies of the Polaris ILS Software Materials.

12. Proprietary Information

The parties to this Agreement understand and agree that in the performance of work or services under this Agreement, or in contemplation thereof, either party may have access to private or confidential information which may be owned or controlled by the other party, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure to, or use by, a third party will be damaging or illegal. To the extent disclosure is not required by law, both parties agree that all information, disclosed by one party to the other, which is in written form and which is marked confidential, shall be held in confidence and used only in performance of services under this Agreement. Both parties shall exercise the same standard of care to protect such information as is used to protect their own proprietary data.

13. Ownership of Data

Polaris acknowledges the LIBRARY's ownership of the various databases installed upon the System. Upon termination of this Agreement by either party, or upon conclusion of the Agreement term, Polaris agrees to assist the LIBRARY in extracting all LIBRARY-owned data from the System. Such assistance shall include personnel time and Polaris' best efforts, provision of documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in a form suitable for use by the LIBRARY, and other assistance necessary for the extraction of data. Such assistance shall be provided by Polaris at no charge to the LIBRARY if termination of this Agreement by the LIBRARY comes as a direct result

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of a breach, by Polaris, of any of the terms and conditions set forth herein; in all other circumstances concerning termination, Polaris shall be entitled to charge the LIBRARY at its then current rates for data extraction services, including any actual expenses for travel to LIBRARY. The data shall include all contents of all files created, maintained, and owned by the LIBRARY, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, and any other activity or subsystem in use by the LIBRARY. Wherever standards such as MARC exist for the format of that data, Polaris will furnish such data in the standard format. Appropriate documentation shall be provided. Such data extraction services will not be delayed or withheld by Polaris in the event of any legal proceeding initiated by either party.

14. Warranty

- 14.1 Polaris warrants that the Polaris ILS Software will perform substantially in accordance with Polaris' response to the LIBRARY's Request for Information and with the Polaris ILS Software Materials in effect on the Live Date. Polaris agrees to make reasonable efforts to correct all reproducible material errors in the Polaris ILS Software and discrepancies between the Polaris ILS Software Materials and the actual Polaris ILS Software performance. Polaris does not warrant that the operation of the Polaris ILS Software and its availability to the LIBRARY via the Internet will be uninterrupted or error-free or that all program defects will be corrected. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Polaris does not warrant that the Polaris ILS Software or any equipment, system or network on which the Polaris ILS Software is used will be free of vulnerability to intrusion or attack. Polaris provides no warranties or guarantees with respect to Third Party Software.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER TYPE WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL.

- 14.2 Polaris disclaims any responsibility for correcting any inability by the LIBRARY to connect to the Polaris ILS Software as a result of the failure or mis-configuration of the LIBRARY Equipment. Polaris may provide consultation services or assistance relating to the failure or mis-configuration of LIBRARY Equipment, and reserves the right to charge for said services or assistance at the rate of \$200 per hour with a minimum \$400 charge.
- 14.3 Polaris reserves the right, at Polaris' sole discretion and expense, to change the platform for the On-Going Virtual Private Cloud Services, provided that such new platform provides equal or better performance.
- 14.4 Polaris acknowledges that the LIBRARY's financial commitment in purchasing and maintaining the system is substantial and that LIBRARY enters into this Agreement expecting that Polaris will remain in business in the foreseeable future to service and maintain the system and fulfill Polaris's obligations. Accordingly, Polaris represents and warrants that it will, continue to support and develop the Polaris ILS System for at least five (5) years from the date of last signature on this Agreement.

15. Support Services

- 15.1 Support services constitute software maintenance and On-Going Virtual Private Cloud Services – as defined under Schedule E herein.
- 15.2 Polaris ILS Software updates will be made available periodically. The provision of updates outside of Polaris' regular support hours will be billable at then current rates. Polaris shall have full discretion as to the timing and content of Polaris ILS Software updates during the term of this Agreement. Failure to release Polaris ILS Software updates during any specific term does not constitute default on the part of Polaris because of the

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continuation of the provision of software maintenance and On-Going Virtual Private Cloud Services. Given the complexity of the library automation environment, including such factors as evolving standards, developmental tools, and market demands, Polaris reserves the right to modify its development plan for future releases for the best interests of its current customers, its organization (from a support perspective) and future marketability.

- 15.3 Polaris and the LIBRARY will mutually agree upon a schedule for implementing Software updates. For any agreed-upon schedule outside of Polaris' regular business hours, Polaris reserves the right to charge at the then current rate(s). Polaris will assume responsibility for Polaris ILS Software updates to the server(s). The LIBRARY will assume responsibility for updates to the client workstations. At all times, the LIBRARY must be on a version of the Polaris ILS Software that is within two (2) versions of the then current general release version to insure proper program performance and continued support. In conjunction with Article 8.1 herein, failure by the LIBRARY to install Polaris ILS Software updates on the client workstations within the agreed time frame may result in the termination of program service and maintenance or in the increase of program service and maintenance fees where appropriate.
- 15.4 Each type of program service and maintenance specified will be available unless discontinued by Polaris upon one hundred and eighty (180) days written notice.
- 15.5 Polaris reserves the right to charge at \$200 per hour with a minimum \$400 charge for any additional effort that results from providing Services for a licensed program altered by the LIBRARY, or for support made necessary by the failure of the LIBRARY to maintain System and network security in accordance with industry best practices.
- 15.6 Polaris customer support is available by telephone, email and web. Telephone service is available Monday through Friday from 8:30AM to 8:00PM EST, excluding Polaris company holidays. From 8:30AM to 5:00PM EST customers will be able to call customer support and reach their site manager. From 5:00PM to 8:00PM EST customers will either reach a site manager or a support engineer working at Polaris headquarters that evening. After 8:00PM EST customers needing emergency support to correct "system down" problems that impact critical functionality will be transferred to an answering service and will be referred to the designated customer support representatives on-call evenings, weekends, and holidays to provide 24x7 emergency support. Non-emergency issues will be addressed by customer support during normal business hours.
- 15.7 In the course of providing product and technical support, Polaris will provide the LIBRARY with assistance determining the root cause of any problem arising within the Third Party Software and/or hardware components provided by Polaris under this Agreement. In the event that the root cause is found to arise within Third Party Software and/or hardware provided by Polaris under this Agreement, Polaris will provide reasonable assistance in facilitating access to third party vendors for purposes of problem resolution.
- 15.8 Support for any third party product purchased by the LIBRARY under this Agreement will be provided directly by the third party vendor of said product. Polaris will provide such consulting services as are required to resolve any System issues as they pertain to the interface with the Third Party product. Polaris will provide reasonable assistance in facilitating access to third party vendors for purposes of problem resolution. The third party vendor will provide such support terms and conditions as are available at the time at which the third party product is purchased by the LIBRARY.

16. Patent and Copyright Indemnification

- 16.1 Polaris will indemnify, hold harmless and defend the LIBRARY against any claim that licensed Polaris ILS Software and/or Polaris ILS Software Materials furnished and used within the scope of the license granted herein infringe a U.S. patent or copyright and Polaris will pay resulting costs, damages and attorney fees.

finally awarded, provided that: (a) the LIBRARY promptly notifies Polaris in writing of the claim, and (b) Polaris has sole control of the defense and all related settlement negotiations.

- 16.2 If such claim has occurred, or in Polaris' opinion is likely to occur, the LIBRARY agrees to permit Polaris at its option at no additional expense to the LIBRARY either to procure for the LIBRARY the right to continue using the licensed Polaris ILS Software and/or Polaris ILS Software Materials, or to replace or modify the same so that they become non-infringing. If neither of the foregoing alternatives is reasonably available, the LIBRARY agrees on one (1) month's written notice from Polaris to return or destroy all copies of the licensed Polaris ILS Software Materials received from Polaris and all copies thereof, and to receive a refund for any monies paid for the use of said Polaris ILS Software licenses.
- 16.3 Notwithstanding the foregoing, Polaris shall have no obligation to defend the LIBRARY or to pay costs, damages, or attorney's fees for any claim based upon the LIBRARY's use of licensed Polaris ILS Software that has been altered by the LIBRARY without Polaris' express permission and in direct breach of Article 7.3 herein.
- 16.4 The foregoing states the entire obligation of Polaris with respect to infringement of patents or copyrights.

17. General Indemnification

Polaris agrees to indemnify, hold harmless and defend the LIBRARY and its agents, officials and employees from any liability, claim or injury, related to or caused by the fault or negligence of Polaris employees or subcontractors.

18. Insurance

- 18.1 Polaris 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.
- 18.2. Polaris 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].
- 18.3. Maintenance of proper insurance coverages by Polaris is a material element of this Agreement. Polaris' failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Limitation of Remedies

IN NO EVENT WILL POLARIS BE LIABLE FOR ANY DAMAGES ARISING FROM THE MISUSE OR MODIFICATION OF THE SYSTEM BY THE LIBRARY, OR FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES, ARISING FROM THE LIBRARY'S MISUSE OR MODIFICATION OF THE SYSTEM, EVEN IF POLARIS HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES.

20. Force Majeure

Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed

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party's time for performance shall be deemed to be extended for a period mutually agreeable to both parties. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control. This provision does not relieve the LIBRARY of its obligation to make payments then owing.

21. Returned Goods Authorization

- 21.1 Goods mistakenly configured or shipped by Polaris will be picked up at Polaris' expense and a full credit will be applied to the LIBRARY's account for use towards future goods or services. In order to assure the timely handling of the return, a returned materials authorization ("RMA") number must accompany all returns.
- 21.2 Goods mistakenly ordered by the LIBRARY may be returned within 30 days of sale and a credit will be applied to the LIBRARY's account for use towards future goods and services. If the return is in its original packaging and fit for resale as new, the LIBRARY's account will be refunded for the selling price less a 20% restocking fee and less any shipping and handling charges. The LIBRARY must obtain a RMA number and ship the return at its own expense, including insurance for the replacement value of the return. If the return is lost in shipment, the LIBRARY remains liable to Polaris for the full purchase price as invoiced and must collect from the carrier or insurer. If the return is shipped to Polaris without a RMA number, an additional tracing fee may be deducted from the value of the return. If the return is in a condition that prevents its resale as new, the LIBRARY will receive credit only for the value as determined by Polaris for use as maintenance spares or for sale as used equipment. Software licenses, subscription services, barcode labels and all custom goods, including but not limited to computer hardware and peripherals, are not returnable.
- 21.3 Services will be provided as defined in this Agreement. If, during the implementation process, the LIBRARY determines that it no longer desires a specific service, it must notify Polaris in writing prior to its Live Date. Polaris will evaluate the situation, and if appropriate, provide a credit on account for use towards future Polaris software or services.
- 21.4 All credits will be valid for 180 days from the time of RMA approval, or if an RMA is not provided, 180 days from the Live Date.
- 21.5 Any returns outside of these guidelines will, at best, result in a credit. Please note that pursuant to articles 21.2 and 21.3 above, there may be situations where a contracted product or service cannot be declined or returned.

22. Polaris User Group Membership

Polaris will pay the LIBRARY's first year annual membership fee to the Polaris Users Group (PUG). Thereafter, the LIBRARY, at its sole discretion, may elect to continue membership and will assume full responsibility for the payment of the annual fee directly to PUG, which is an independent organization.

23. Independent Contractor

- 23.1 LIBRARY and Polaris agree that in the performance of the Services, Polaris shall be, and is, an independent contractor, and that Polaris and its employees are not employees of LIBRARY. Polaris has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Polaris.
- 23.2 Polaris shall be solely responsible for, and shall save LIBRARY harmless from, all matters relating to the

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payment of Polaris' 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.

- 23.3 Polaris acknowledges that Polaris and Polaris' employees are not entitled to receive from LIBRARY any of the benefits or rights afforded employees of LIBRARY, 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. Fair Employment Practices

- 24.1 Polaris agrees that all persons employed by Polaris shall be treated equally by Polaris 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.
- 24.2 Polaris agrees that, during the performance of this Agreement, Polaris and any other parties with whom Polaris 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.
- 24.3 Polaris 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.
- 24.4 Polaris 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.

25. Waiver of rights

The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

26. Severability

If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way.

27. Construction; References; Captions

Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to LIBRARY include all City of Oxnard officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City of Oxnard, except as otherwise specified in this Agreement. All references to Polaris include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of Polaris, unless otherwise specified in this Agreement. The captions of the various articles, paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this

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Agreement.

28. Governing Law

This Agreement shall be subject to all applicable laws of the Federal Government of the United States of America and to the laws of the State of California. The applicable law for any legal disputes arising out of this Agreement shall be the law of the State of California. The prevailing party in any action brought under this Agreement shall be entitled to reasonable attorneys' fees and costs as awarded by the court including any action at the appellate level.

29. Saving Clause

Typographical errors are subject to correction.

30. Assignments

The LIBRARY agrees that no sub-licensing, or assignment of its rights or interest, nor delegation of its duties under this Agreement shall be made or become effective without the prior written consent of Polaris. Any attempted sublicensing, assignment or delegation without prior written consent shall be wholly void and ineffective for all purposes.

31. Taxes not included

The charges shown on this Agreement do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

32. Amendments

Amendments and modifications to all, or any part, of this Agreement and to the appendices and referenced attachments, may be made, and shall be binding, only if in writing and signed by duly authorized representatives of both parties.

33. Time of Essence

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

34. Compliance with Laws

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

35. Whole Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject. Neither party shall be bound by any warranty, statement or representation not contained herein. The signatories acknowledge reading, and agree to comply with, all terms and conditions.

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Date: November 26, 2014

The City of Oxnard-Library VPC Services Page 14 of 29

IN WITNESS WHEREOF the parties have duly executed and delivered this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective parties, as of the last date indicated below.

[SIGNATURES ON FOLLOWING PAGE]

Print Name

Signature

ESGMA*

SIGNATURE PAGE TO CONTRACT FOR VIRTUAL PRIVATE CLOUD SERVICES

CITY OF OXNARD

GIS INFORMATION SOLUTIONS, INC. dba Polaris
Library Systems

Tim Flynn, Mayor

Sandra L. Curry, Chief Financial Officer

Date:

Date:

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Barbara Murray, Library Director

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Schedule A
Library Statistics

1. Estimated Number of Patron Records – 123,840
2. Estimated Number of Item Records – 492,309
3. Estimated Number of Bibliographic (MARC) Records – 384,119
4. Estimated Number of Authority Records – 363,312
5. Items Issued Annually – 568,470 (annual circ)
6. Staff Client Licenses - 43

7. Name and address of main LIBRARY location:

Main Library
251 South "A" Street
Oxnard, California 93030

8. Other locations:

Colonia Branch Library
1500 Colonia Road
Oxnard, California 93030

South Oxnard Branch Library
4300 Saviers Road
Oxnard, California 93033

Schedule B
PRICE QUOTATION
Subscription

OXNARD PUBLIC LIBRARY
Annual Circulation: 614,016

43 Staff Client Licenses (Polaris DBMS)
Hosted Virtual Dedicated

November 26, 2014

Polaris Services (one-time cost)		\$56,000
Year 1 Subscription		\$71,500
Software	\$26,500	
Hosting/Hardware	\$25,000	
3 rd Party Products	\$20,000	
Year 2 Subscription		\$63,520
Software	\$27,295	
Hosting/Hardware	\$15,525	
3 rd Party Products	\$20,700	
Year 3 Subscription		\$65,742
Software	\$28,250	
Hosting/Hardware	\$16,068	
3 rd Party Products	\$21,424	
Year 4 Subscription		\$69,030
Software	\$29,663	
Hosting/Hardware	\$16,872	
3 rd Party Products	\$22,495	
Year 5 Subscription		<u>\$71,941</u>
Software	\$31,146	
Hosting/Hardware	\$17,175	
3 rd Party Products	\$23,620	
Five Year Grand Total		\$397,733

Schedule C

PAYMENT SCHEDULE

Prices quoted are in US Dollars

ONE-TIME SIERRA-SERVICES COST**\$56,000.00 (one-time fee)**

The one-time services cost shall be due within 30 days of the City's execution of the Agreement.

SUBSCRIPTION Cost, per Year 1¹**\$71,500.00**

First payment due one month after the Live Date² of the System.

The following subscription costs shall be due annually on the anniversary date of the Live Date:

Year 2 Subscription**\$63,250.00****Year 3 Subscription****\$65,742.00****Year 4 Subscription****\$69,030.00****Year 5 Subscription****\$71,941.00**

Payments will be due 30 days after invoice. Interest of 1% per month of the full outstanding amount will be charged for late payments.

These amounts are excluding taxes. The Library will be responsible for all applicable taxes.

Credit card payments are subject to a 3.5% fee for any invoices over \$2,000.

¹ Based on a 5-year commitment.

² Live Date is defined in Section 1.7.

**Schedule D**
System**43Staff Users (Polaris DBMS)****Polaris Software Solution**

The Polaris Integrated Library System (Polaris ILS) is a true client/server system. The Technical Services (or 'Staff') client application was originally based on Windows®2000/XP Professional technologies. The Polaris ILS Public Access Catalog client is a Web-browser application based on dynamic Internet technology. This flexible, dual-client configuration is modeled into a single, completely integrated system. The Polaris ILS is non-modular, and includes Patron Services (Circulation), OPAC, Cataloging, Acquisitions, and Serials.

Polaris ILS Software Licenses**Polaris ILS Server licenses includes:**

- Polaris ILS Database (full and documented schema available via Χυστομερ Συμπορταλ)
- Z39.50 Server
- Faceted Searching
- Relevancy Ranking
- SMTP For email notification (Library may also use other email σεργαερ)
- Remote Patron Authentication
- System Administration (familiar Directory/Tree structure with ποιιντ-ανδ-χλιχκ οπτιονς)
- Integrated desktop Reports and Notices (with export to Excel, Ωορδ, ΠΔΦ, HTMA ανδ XML formats)
- SIP/NCIP
- Offline Circulation
- eCommerce for Public Access

Staff Client license 43, includes:

- Find Tool (over 600 search points available)
- Acquisitions (optional, adds 2 training days)
 - Shopping Cart / Selection List Import (9xx Order Data)
- Serials Control with MARC Format For Holdings (optional, adds 1 τραινινγ δαυ)
- Cataloging with authority control
 - MAPX παλιδατιον program
 - Βι βλι ογραπηι χ and authority records importing interfaces
 - Φυλλψ ιντεγρατεδ WYSIWYG Label Printing (see/edit before ψου πριντ)
- Circulation
 - Offline circulation, inventory and Bookmobile
 - Group holds
 - OCLC Inter Library Loan Interface
- Record set (bulk change operations for patron, item, authority ανδ βι βλι ογραπηι χ records)
- Z39.50 client
- Extensive online help

Attachment 1

Unlimited PowerPAC Client license includes:

Polaris ILS PowerPAC supports Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Safari
Multiple database searching
Z39.50 client

- Patron Authentication

Credit card payments/donations
My Account Options: Self-registration, search agent alerts, pre-notification of overdues, reading history, formatted title lists (APA, Chicago Manual of Style, etc.)
Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
eCommerce (using either Payflow Link or Payments Gateway Secure Web Pay)

Polaris Software Optional Products:

- Export Express (see Hardware section below for additional hardware)
- Phone Services (see Hardware section below for additional hardware)
 - Inbound - 2 lines (English only)
 - Outbound - 2 lines (English only)
- Self-check interface to 3rd party Self-Check units 4
- Mobile PAC
- Multilingual PAC (Spanish)
- Polaris Simply Reports x 2
- Mobile Pick List
- URL Detective
- Polaris® Application Programming Interface (API) - Site License

Fusion

With Polaris Fusion digital collection management, libraries can expose, maintain, and manage digital collections. Polaris Fusion is a licensed product that integrates with the Polaris ILS. You can use Polaris Fusion to attach multiple digital files (for example, images, Microsoft Word documents, MP3s and PDFs) to MARC records within the Polaris database, and expose this digital content to patrons through Polaris PowerPAC. If you choose, you can expose your library's digital collection to Web crawlers, such as Google, through an OAI-PMH compliant Web service, a MARC XML Web service, or Z39.50.

- Notes:
 - Requires data load and conversion.
 - Half day webinar recommended.
 - Separate server available.

Leap

The Polaris Leap web application is used to perform the most common library functions, such as registering new patrons, checking out materials, or placing items on hold. Leap is optimized for a desktop computer, but it can be used on a tablet device that can access a modern Web browser, such as an iPad® or Surface™ tablet. It is not designed for mobile phones.

Currently Leap's function is not to replace the Polaris ILS, but to complement it. Because Leap uses the existing database and business objects, changes made in Leap appear in the Polaris ILS Staff Client and vice versa.

In addition, the circulation functions available in Leap are controlled by the same Polaris Administration settings as the corresponding functions in the Polaris ILS Staff Client. This includes staff permissions, which control tasks in Leap in the same way as in the staff client, with a few exceptions.

With Leap running on a mobile device, librarians can interact with their patrons without the limits and barriers inherent in a purely desktop system. Instead of patrons standing in line to check out or pay a fine, librarians can get out from behind the desk and serve patrons wherever they are in the library or out in the community. As a Polaris ILS customer, all you need is Leap and an internet connection to extend library services in unique ways.

Third Party Subscription Services

- EDI for Acquisitions Setup/Training for approved vendors – Level D(ingram)
- Baker & Taylor Axis 360 Integration
- ChiliFresh
 - a. Reviews
 - b. Connections
 - c. Images
- Content Café
- NovelList Select
- Social Facebook Application
- TriCerat ScrewDrivers (available in Terminal vs. Concurrent 64 bit)

Network Planning and Compatibility Issues

Deploying a reliable high-speed digital network requires careful preliminary considerations before anything should be assumed or purchased. Today's technology demands that no one should "cut corners" when it comes to the performance of complex systems that can be marginal in a normal operating environment. There are methods and procedures available so that serious and expensive performance issues can be avoided and investments successfully realized. When a Polaris ILS is installed with no existing network infrastructure, certain guidelines and requirements are recommended to ensure optimum performance of the system. The Polaris ILS is based on TCP/IP protocols and uses industry standard techniques and technology for networking. Polaris ILS network topologies and protocols include powerful Ethernet 10BaseT and 100BaseT local area networks, high-speed fiber links, and wide-area digital communications, running a variety of protocols, including TCP/IP. Polaris supports Ethernet LANs using TCP/IP.

Polaris ILS is an all-PC based system requiring, at a minimum, workstations running Windows 7/Current Service Pack with recommended minimum memory of 2GB, or running Windows 8/Current Service Pack with recommended minimum memory of 2GB.

The physical wiring has to be a Category 5, 802.3 Ethernet compliant digital network capable of handling the desired bandwidth (10/100Mbps). Analog equipment is not compatible. When re-using network equipment it is also necessary to consider port capacity and expansion capabilities.

Onsite Hardware

Fusion Server

- 210- ACDX 1PowerEdge T320, Intel Xeon E-24XX v2 Processors
- 329- BBXR 1PowerEdge T320 Motherboard, TPM
- 989- Dell ProSupport. For tech support, visit
- 3439 1<http://support.dell.com/ProSupport> or call 1-800-945-3355
- 996- 1Dell Hardware Limited Warranty Plus On Site Service
- 6564 1Initial Year
- 996- 1Dell Hardware Limited Warranty Plus On Site Service
- 6574 1Extended Year
- 996- 1Non-Mission Critical: 4-Hour 7x24 On-site Service
- 6834 1After Problem Diagnosis, Initial Year
- 996- 1Non-Mission Critical: 4-Hour 7x24 On-site Service
- 6874 1After Problem Diagnosis, 4 Year Extended
- 996- 1ProSupport: 7x24 HW / SW Tech Support and
- 7284 1Assistance, 5 Year
- 900- 1On-Site Installation Declined
- 9997 926- 1Proactive Maintenance Service Declined
- 2979 331- 1PowerEdge T320 Shipping
- 7510 430- 1On-Board LOM 1GBE (Dual Port for Racks and Towers,
- 4715 1Quad Port for Blades)
- 331- 1iDRAC Port Card
- 7657 421- 1iDRAC7 Enterprise
- 6085 331- 1PERC Cable for 3.5in 8HD Hot Plug Chassis
- 7560 331- 1LCD display for T320
- 7919 342- 1Chassis with up to 8, 3.5 inch Hard Drives

4612
 318-
 1544 1Security Bezel
 330-
 5116 1Power Saving Dell Active Power Controller
 331-
 7529 1Raid 5 for H710P/H710/H310 (3-16 HDDs)
 342- 1PERC H710 Adapter RAID Controller, 512MB NV Cache,
 4048 1Full Height
 319- 1Intel Xeon E5-2430L 2.00GHz, 15M Cache, 7.2GT/s
 0187 1QPI, Turbo, 6C, 60W
 319- 1Heat Sink, Dell PowerEdge T320/T420
 0193
 319- 216GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data
 1812 2Width
 331- 11600MT/s RDIMMS
 4424
 331- 1Performance Optimized
 4428
 342- 5300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard
 2012 5Drive, 3.5in HYB CARR
 317- 1PowerVault RD1000
 9996
 331- 1Optical SATA, Dell PowerEdge T420/T320
 7563
 341- 1Internal Removable Hard Disk Cartridge for RD1000
 7175 1320GB Native/ 640GB Comp
 331- 1Electronic System Documentation and OpenManage DVD
 7567 1Kit, Dell PowerEdge T320
 313- 1DVD-ROM, SATA, Internal
 6765
 330- 1No Rails
 4120
 331- 1Dual, Hot-plug, Redundant Power Supply (1+1), 495W
 4603
 331- 1Power Distribution Board for Hot Plug Power
 7658 1Supplies
 310- 2Power Cord, NEMA 5-15P to C13, 15 amp, wall plug,
 8509 210 feet / 3 meter
 420- 1No Operating System
 6320
 421- 1No Media Required
 5736

Telephone Server

Dell PowerEdge T320, Intel Xeon 2.0Ghz CPU, 8GB memory, PERC RAID Controller, Network Adapter, 2 x 300GB 10K rpm SCSI hot-plug disk RAID 1, 17" Monitor, 750VA UPS, Dialogic Board (4 port), Windows Server 2012 License, 4 x AT & T Natural Voice Licenses, Staging & Remote Installation, Shipping.

**Schedule E
Services**

Polaris Virtual Private Cloud Services

Polaris will provide the following on-going services:

Virtual Cloud Services	Private	Description
Server & Operating System Software		Production Server, Firewall, Domain Controller, Backup Device, Microsoft Software, Network Switch, Installation & Remote Hands, ARCServe Backup Software, Anti-Virus Software
Co-Location Services		Internet Bandwidth – 5 Mbps maximum, Power, Cabinet Space, IP Addresses, Internet Port
Technical Support		Daily Polaris application support (trouble-tickets, calls & email), Polaris Upgrades (version & builds)
Server Administration		Data Center Network & Network Capacity; Data Center Firewall Management; Terminal Server IP Address Filters; Services Monitoring (SPU, Disk & RAM): • Server CPU, Disk & RAM • Windows log checks • SQL jobs checks • Internet bandwidth usage • Firewall Server Maintenance: • Firmware updates • Driver updates • Windows updates • Anti-Virus updates • Warranty repairs Daily Backups & Offsite Rotation

Virtual Private Cloud Environment

Technical Service/Staff Access Workstations/Patron Access Workstations

Operating Systems

Windows 7 (32-bit or 64-bit) with current Service Pack (Professional, Ultimate or Enterprise Editions)

Windows 8 (64-bit) with current Service Pack (Professional, Ultimate, or Enterprise Editions)

System Processor

1 GHz or better

Date: November 26, 2014

Attachment 1
The City of Oxnard-Library VPC Services Page 25 of 29

System Memory

Windows 7 (32-bit or 64-bit): Recommended: 2GB – Minimum Required: 1GB

Windows 8 (64-bit): Recommended: 2GB – Minimum Required: 1GB

Hard Disk Requirements

Minimum: 10GB

Video Requirements

SVGA Graphics Controller /4 MB Video Memory or better

Other

100 Mbps NIC Card

Monitor

17" - as a standard Windows application, the Polaris ILS will run in whatever screen resolution the Windows PC is configured for. The optimal resolution is 1024 x 768.

Remote Desktop Services (Terminal Services)

Remote Desktop Services works by allowing individual applications to run on a server, rather than on the user's workstation. Remote Desktop Services simply sends screen images to the user's machine, and the user's machine in turn sends keystrokes and mouse movements back to the server. By doing this, Remote Desktop Services allows clients to run applications that they might otherwise not have the hardware or bandwidth to support. The Remote Desktop Protocol (RDP) has been designed and optimized to give users a good application experience over low-bandwidth connections. Because only keyboard, mouse and screen drawing information is sent over the network, a quality user experience can be attained under very low-bandwidth conditions. The client access device can either be a full rich Windows personal computer, or a thin client.

Requirements:

- Remote Desktop Connection (RDC) client version 6.1 or higher (RDP protocol/version 7 or higher)
- Reliable network connectivity with adequate bandwidth (estimated 20Kbps-30Kbps per concurrent RDC user) and low end-to-end network latency between the workstation and Windows Terminal Server

USERNAME Convention and PASSWORD Complexity

Access to Polaris Virtual Private Cloud requires a two-stage logon. A user must first logon to the Terminal Server and then must logon to the Polaris application. Usernames for Terminal Server and Polaris user accounts must consist of at least 8 characters. Polaris recommends that the usernames include a user-friendly prefix that makes the username unique to the system or branch. For example, a satisfactory username convention for Public Library System could be plsXXXXX (i.e. plscirc1, plscat07, etc.).

Passwords must be complex. At a minimum, passwords must consist of at least 8 characters including at least one upper or lower case letter and at least one number or special character, and cannot include the

library name or username. Polaris strongly recommends that common words should not be used as the password root.

User Management – Dedicated Only

The LIBRARY will be responsible for performing Polaris user account management (add, change delete).

Polaris is responsible for management of terminal server accounts.

Virtual Private Cloud Service – Dedicated Only

The Polaris Virtual Private Cloud Service provides a fully managed application including data center networking and firewall management, Polaris server administration, anti-virus and backup service. Only Polaris server administrators have direct login and administrative access to the backend servers, software and databases supporting the Polaris systems and application.

Virtual Private Cloud Server Maintenance

Polaris reserves the right to perform periodic maintenance on the Virtual Private Cloud servers and service platform. Scheduled weekly maintenance windows will occur every Monday and Thursday between 2:00AM ET and 4:00AM ET. Windows Updates and other service platform updates that may be applied sometimes require device reboots or restarts and therefore temporary service outages may be experienced during these windows. Scheduled maintenance windows for server, firewall and network replacement or repair will occur Thursday's between the hours of 4:00AM ET and 7:00AM ET.

Unscheduled emergency maintenance might need to be performed at any time. When emergency maintenance is required, Polaris will notify the Library and work with the Library to minimize any potential service interruptions.

Virtual Private Cloud Data Security

Polaris Virtual Private Cloud services are currently delivered from a secure SSAE-16 certified Time Warner Cable/Navisite data center located in Syracuse, NY. The data center is a Tier-2 facility (ANSI/TIA-942 Telecommunications Infrastructure Standard for Data Centers) with an excellent track record for reliability that provides backup power, and redundant HVAC and network services. Internet service to the Data Center is provided via redundant ISPs utilizing diverse fiber connections into the facility with dynamic re-routing of data if network links are interrupted. The Data Center environment includes:

- 7x24x365 on-site security personnel and video surveillance
- Biometric palm scanners at all facility entrances
- Card access control at all interior and exterior doors
- Offices/common areas isolated from the data center
- AC power installed to order with N+1 redundancy
- Backup UPS and generators with refueling capabilities for consistent power supply
- Full data-grade HVAC system with N+1 redundancy with 136 tons of cooling active
- Fire protection with early-warning VESDA fire detection system
- FM-200 and CO2 fire suppression system
- Regular system testing and servicing
- Customer IT infrastructure monitored by two redundant NOCs (Andover and India), staffed 7x24x365
- Regular facilities monitoring for all critical electrical components, environmental systems, and security

For Virtual Private Cloud service, Polaris owns and operates the servers utilized to store data and deliver service from the Data Center. Polaris employs network firewalls and anti-virus protection for the service platform. To protect data during network transmission, communications between the library's Polaris client workstations and the VPC Data Center are encrypted via native Remote Desktop encryption and SSL is used

Attachment 1

to encrypt the Patron Account section of the Polaris PowerPAC. Third-party hardware maintenance providers do not have access to the servers or backup devices without Polaris advance approval and supervision.

Polaris Implementation Services

Bibliographic Records:

Item Records:

Patron Records:

Authority Records:

Source:

Services Overview

Installation

Remote installation requires that all servers be initially staged by Polaris Library Systems at the Polaris Library Systems headquarters in Syracuse, NY. Following staging, all servers will be shipped to the Library for remote installation. The remote installation fee covers the remote loading and installation of the various software components and 3rd party applications upon which the Polaris Software relies. Said services will be performed remotely via phone and the Internet by Polaris Implementation Engineer(s) at the rates quoted herein. Any additional days that are required as a result of the failure of non-Polaris ILS equipment or software will be charged at \$1,000 per day per engineer with a half day minimum. Library will be responsible for the physical installation of the server(s).

Implementation/Training

- 4 days on-site training on Patron Services, Cataloging, PAC
- 3 days on-site training on Serials & Acquisitions
- ½ day web based system administration overview training
- ½ day follow-up web training
- 2 days on-site "Go Live" assistance
- Simply Reports webinar training.
- 2 days onsite profiling"
- Polaris® Workflow Analysis Consultation – minimum 2 days on-site (pre-training)
- Polaris 2 days Post go live training/workflow
- Fusion training (webinar)
- PAC Branding (2 hour maximum – if additional time is required, that will be quoted separately at the rate of \$200/hour):
 - Enable pre-programmed theme selection;
 - Enable predefined set of dashboards selected by the LIBRARY
 - Resize existing library logo;

The following restrictions apply to all on-site training:

- A maximum of ten (10) trainees allowed per session. Additional charges apply for additional trainees. In no case shall the number of attendees in any session exceed 15 people, as the quality of training is negatively affected beyond this class size.
- Training must be scheduled such that a minimum of two training days occur in any calendar week (Monday-Friday)
- There is a minimum two day charge for all on-site services.

Data Migration

Symphony/Horizon data extraction:

Date: November 26, 2014

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Attachment 1

- External IP address of the database server must be provided;
- SQL port number must be provided;
- Root or administrator login/password must be provided;
- Dynix login/password with security level 6 for Cat/Circ and any other modules that will be extracted;
- For Unix servers, telnet and FTP access must be provided;
- For Windows servers, RDP or PCAnywhere login/password must be provided;
- SQL system administrator login/password must be provided;
- Trusted firewall access must be provided from a single IP address to be provided by Polaris;
- Access to RDP or PC Anywhere on a PC located on the same LAN as the server must be provided, along with the following:
 - Java 1.4 or higher must be installed, or be allowed to be installed on the PC
 - FTP must be permitted in order to allow files to be transferred to/from the PC to/from a location outside the LAN
- Use of VPN is acceptable;
- Database name must be provided
- Specification of type of database must be provided;
- Available access during all times and days specified by Polaris;

Deviations from any or all of these access conditions will result in additional fees being assessed, to be determined on a case-by-case basis.

NOTES

1. Prices do not include any applicable taxes, which are the responsibility of the Library.
2. All prices given are valid for a period of 90 days from the date of the proposal.
3. Polaris Subscription charges are based on a minimum 60-month commitment from the library.
4. Polaris Subscription maintenance and support services include unlimited access to a 24-hour Helpdesk via a toll-free phone number, regular Polaris Software enhancements, and new editions of the Polaris User Manual.
5. Any data supplied in non-MARC format must first be reviewed by Innovative for analysis prior determining a price for loading into the System.



CERTIFICATE OF LIABILITY INSURANCE

Agreement No 6962-14-11

10/1/2015

DATE (MM/DD/YYYY)

11/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Two Embarcadero Center, Suite 1700 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:
	PHONE (A/C, No. Ext): FAX (A/C, No):
INSURED 1380776 GIS Information Systems, Inc. dba Polaris Library Systems 103 Commerce Blvd, Suite A Liverpool NY 13088	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: StarNet Insurance Company A+ XV NAIC # 40045
	INSURER B: Berkley Insurance Company A+ XV NAIC # 32603
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES 1084520 **CERTIFICATE NUMBER:** 13211530 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	TCP 7003344-11	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y	N	TCP 7003344-11	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC 7003345-11	10/1/2014	10/1/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Oxnard, it's City Council, officers, employees and volunteers are Additional Insureds on the captioned General Liability and Auto Liability policies.

CERTIFICATE HOLDER

13211530
City of Oxnard
Att: Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

©

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C. ADDITIONAL INSURED VENDORS

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Arises out of "your products" which are distributed or sold in the regular course of such vendors business. The insurance provided to such vendor is subject to the following provisions:
 1. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 2. The insurance provided to such vendor does not apply to:
 - a. Any express warranty not authorized by you;
 - b. Any change in "your products" made by such vendor;
 - c. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of part under instructions from the manufacturer, and then repackaged in the original container;
 - d. Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - e. Demonstration, installation, servicing or repair operations, excepts such operations performed at such vendors premises in connection with the sale of "your products; or
 - f. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

1. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
2. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

D. ADDITIONAL INSURED - WRITTEN CONTRACT OR AGREEMENT

Under Section II - Who Is An Insured, the following is added:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

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CG 83 60 01 12

1. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
2. Is caused, in whole or in part, by your acts or missions in performance of your ongoing operations to which that contract or agreement applies or the acts or omissions or any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

Includes copyrighted material of Insurance Services Office, inc., with its permission.

CG 83 60 01 12

ISSUE DATE: 11/26/14
16:44:44

CITY OF OXNARD
TEMPORARY BUSINESS TAX CERTIFICATE

EXPIRE DATE: 10/31/15

THIS TEMPORARY BUSINESS TAX CERTIFICATE EXPIRES 30 DAYS FROM DATE OF ISSUANCE.
The temporary Business Tax Certificate is issued as an acknowledgement for the payment of a business tax.

* INVALID WITHOUT A TREASURER'S STAMP *

BUSN. TAX CERT. NO.	CONTROL NUMBER	CLASS-RATE CODE	CLASS DESCRIPTION
16-00111054	104476	8707-31	COMPUTER SVC-REPAIR/DATA

OWNERS NAME:	GIS INFORMATION SYSTEMS INC
BUSINESS NAME:	POLARIS LIBRARY SYSTEMS
BUSINESS ADDRESS:	OUTSIDE OF OXNARD OXNARD CA 93030

BUSINESS TAX (OL)	PENALTY (OL)	TRANSFER (OL)	TOTAL DUE
\$.00	\$.00	\$.00	\$.00

Please present this receipt to the cashier with full payment.

If you have not received the original business tax certificate within 30 days, please contact our office at (805)385-7817.

Any temporary Business Tax Certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The Certificatee is responsible for complying with City, County, State, and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

Special Note:

**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.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

INS-B.doc

Rev. 12/14



Meeting Date: 12 / 16 / 14

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

Prepared By: Eric S. Sonstegard, Police Commander *MD for* Agenda Item No. 5-11Reviewed By: City Manager *JM* City Attorney *JBR* Finance *JC* Other (Specify) _____

DATE: December 16, 2014

TO: City Council

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

SUBJECT: Gang Injunction Prosecutor Contract

RECOMMENDATION

That City Council approve and authorize the City Manager to execute a one-year agreement (Agreement No. A-7697) to fund one-half the cost of a full-time deputy district attorney with the Ventura County District Attorney's Office. This deputy district attorney would prosecute virtually all gang injunction violation cases arising from the two injunctions in effect in the city. The cost of funding one-half of the full-time deputy district attorney position is approximately \$98,667.50.

DISCUSSION

Historically, criminal street gangs have had a huge impact on Oxnard's residents. Murders, robberies, and violent assaults committed by and against criminal street gang members in Oxnard have resulted in losses of life and immeasurable victimization. The threats, intimidation, and violence perpetrated by gang members diminish not only the residents' safety, but their freedom to enjoy their community.

In 2005, the City of Oxnard obtained the first civil gang injunction in Ventura County when the Honorable Judge Frederick Bysshe signed a permanent injunction against the *Colonia Chiques* street gang. In 2006, a second civil gang injunction was obtained against the *Southside Chiques* street gang. Since that time, over 350 gang members have been served with one of the two gang injunctions. Since 2010, the Oxnard Police Department has made over 650 arrests for violations of the gang injunctions.

For many years, the Oxnard Police Department and the Ventura County District Attorney's Office have worked closely to address the unique problems created by criminal street gang activity in the city of Oxnard. Because of this partnership, the City of Oxnard receives a heightened level of service from the District Attorney's Office that would not be possible otherwise. One gang prosecutor is assigned full-time to prosecute gang injunction violations. This deputy district attorney also prosecutes Oxnard gang crimes that are not related to the injunction.

Since 2011, the Gang Injunction Prosecutor has filed more than 350 criminal cases involving Oxnard gang members. In addition to handling more than 100 gang injunction cases each year from 2011 to 2013, there are more than 85 filed gang injunction cases so far in 2014. The Gang Injunction Prosecutor also filed 25 non-injunction gang cases in 2011, 36 in 2012, 30 in 2013, and 12 in 2014.

The dynamics of the criminal street gang problem in the City of Oxnard are unlike any other city in the County of Ventura. The City of Oxnard is the only city to have successfully sought after and been granted civil gang injunctions. The approximate number of criminal street gang members in the City of Oxnard has been estimated at 1,700. This is roughly equal to the total amount of criminal street gang members in all other cities in Ventura County combined. The funding for the Gang Injunction Prosecutor position enables the assigned prosecutor to become well-versed in the legal nuances involved in gang injunction violations, as well as becoming familiar with the affected individuals and areas. By focusing exclusively on gang injunction violations and crimes involving Oxnard-based gang members, the prosecutor develops close working relationships with Oxnard law enforcement, helping to improve the strength of the cases filed in court.

FINANCIAL IMPACT

General Funds were adopted in the Police Department budget for this purpose.

Attachment #1 - Consulting Services Agreement with Ventura County District Attorney's Office

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Ventura County District Attorney's Office ("Consultant").

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Sergeant Alex Arnett, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates W. Charles Hughes as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on June 30, 2014, and expire on June 30, 2015.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$98,667.50 for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion,

general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-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 any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

40. Notices

- a. Any notices to Consultant may be delivered personally or by mail addressed to Ventura County District Attorney's Office, 800 S. Victoria Ave, Ventura, CA 93009, Attention: W. Charles Hughes.
- b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Police Department, 251 S. "C" Street, Oxnard, California 93030, Attention: Commander Mike Adair.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Greg Nyhoff, City Manager

Gregory D. Totten, District Attorney

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen Fischer, Acting City Attorney

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Jen Williams, Chief of Police

Alex Arnett, Project Manager

EXHIBIT A
CITY OF OXNARD
PROFESSIONAL SERVICES AGREEMENT
GANG INJUNCTION PROSECUTOR
AGREEMENT NUMBER A-7697

SCOPE OF SERVICES

The city of Oxnard and the Ventura County Dist. Atty.'s office intend to work together towards maintaining the permanent injunctions in the cases of: *People of the State of California, ex rel. Gregory Totten, as the District Attorney for the County of Ventura vs. Colonia Chiques, an Unincorporated Association; and People of the State of California, ex rel. Gregory Totten, as the District Attorney for the County of Ventura vs. Southside Chiques, an Unincorporated Association* to ensure the consistent enforcement and prosecution of criminal cases arising out of violations of the criminal civil orders.

The Ventura County District Attorney will support this effort through the following actions.

- Maintain an experienced Deputy district Attorney to handle the above entitled civil cases.
- Participate in community outreach and education.
- Participate in Oxnard Police Department training on enforcement.
- Prosecute criminal cases arising out of violations of the above listed civil court orders.
- Work closely with, and coordinate these services in conjunction with, the Oxnard police Department.

EXHIBIT B
CITY OF OXNARD
PROFESSIONAL SERVICES AGREEMENT
FOR
PROGRAMS SERVICES FOR GANG INJUNCTION PROSECUTOR
SCHEDULE COMPENSATION

- A. METHOD OF PAYMENT. This is a one year Agreement, from June 30, 2014 to June 30, 2015. Payments for all work performed by Consultant pursuant to the terms of this Agreement shall be made on the basis of the salary and benefits set forth below:

<u>FISCAL YEAR 2013-14</u>	<u>COST COMPONENTS</u>	<u>COST</u>
	Deputy District Attorney Salary and Benefits	\$98,667.50

- B. BILLING. Within ten (10) days after the end of each calendar quarter in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City at the following address:

Oxnard Police Department
Attention: Assistant Chief Scott Whitney
251 S. 'C' St.
Oxnard, CA 93030

The invoice submitted pursuant to this paragraph shall show the City Purchase Order number and Agreement number, the date on which the services were performed, other authorized expenses incurred in the performance of the services, and such other information as City may responsibly require.

- C. TIME OF PAYMENT. Payment to Consultant shall be made only after receipt and approval of an invoice from the Consultant.
- D. MAXIMUM COMPENSATION. Notwithstanding the foregoing, Consultant shall complete all the work and tasks described in Exhibit A for a total amount of compensation that does not exceed \$98,667.50 for the period beginning June 30, 2014 and ending June 30, 2015.
- E. ALLOWABLE COSTS. City shall pay Consultant's actual costs to perform these services or work within the limits of the individual project cost. It is understood and agreed that these totals are maximum estimates only and that City will only pay for those services actually rendered or expenditures made as authorized by the City.

CERTIFICATE OF LIABILITY COVERAGE

DATE (MM/DD/YYYY)

6/27/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE	
	A: The County of Ventura	
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	B:	
	C:	
	D:	
	E:	

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY	Self-Insured	07/01/2014	07/01/2015	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY				\$1,000,000
	☐ CLAIMS MADE ☒ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)
					\$1,000,000
					MED EXP (Any one person)
					\$1,000,000
					PERSONAL & ADV INJURY
A	GEN'L AGGREGATE LIMIT APPLIES PER:	Self-Insured	07/01/2014	07/01/2015	\$1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE
					\$1,000,000
					PRODUCTS - COM/OP AGG
					\$1,000,000
A	AUTOMOBILE LIABILITY	Self-Insured	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)
	☒ ANY AUTO				\$1,000,000
	☐ ALL OWNED AUTOS				BODILY INJURY (Per person)
	☐ HIRED AUTOS				\$1,000,000
	☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS				BODILY INJURY (Per accident)
	UMBRELLA LIAB				\$1,000,000
	☐ EXCESS LIAB				PROPERTY DAMAGE (Per accident)
	☐ DED ☐ RETENTION \$				\$1,000,000
	UMBRELLA LIAB				EACH OCCURRENCE
	☐ EXCESS LIAB				\$
	UMBRELLA LIAB				AGGREGATE
	☐ EXCESS LIAB				\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The City of Oxnard is included as additional covered party as required by written contract or agreement in connection with the County of Ventura District Attorney's Office working with the City of Oxnard and the Gang Violence Program.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
 Attn: Risk Manager
 300 West Third Street, Suite 302
 Oxnard, CA 93030

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Meeting Date: 12/16/14

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

Prepared By: Jeanine Hutton, Management Analyst II

Agenda Item No. S-12Reviewed By: City Manager JHCity Attorney [Signature]Finance [Signature]

Public Works

DATE: December 3, 2014**TO:** City Council**FROM:** Daniel Rydberg, Interim Utilities Director DM
Utilities Department**SUBJECT:** Second Amendment to Water Supply Agreement A-6168 between the City of Oxnard and Procter & Gamble Paper Products Company**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Second Amendment to the Water Supply Agreement between the City of Oxnard and Procter & Gamble Paper Products Company (Agreement No. A-6168) to extend the expiration date to December 31, 2015.

DISCUSSION

The City of Oxnard (City) purchases approximately half of its potable water supply from Calleguas Municipal Water District (CMWD). The City obtains the remainder of its potable water supply from local groundwater. All but one City water customer receives a blend of CMWD imported water and local groundwater. Procter & Gamble Paper Products Company (P&G) is a unique City water customer in that P&G requires and receives unblended CMWD water for all but its fire flow needs. P&G (or its predecessor) has received this unique water service since 1969.

P&G receives its water service through a contractual arrangement with the City. This Water Supply Agreement between the City and P&G (Agreement) was initiated December 20, 2002 and ensures that P&G is paying its fair share of water supply costs and provides the City's best efforts to provide P&G with water supply reliability. Key aspects of the Agreement are:

- P&G will receive unblended CMWD water. City will employ its reasonable best efforts to provide P&G with the quantity of unblended CMWD water needed at the P&G plant. However, P&G will be subject to shortages based on the availability of CMWD water and the City's ability to accommodate P&G's unique needs without jeopardizing the continuity of service needed by the remaining City customers.
- P&G will pay for its proportionate share of direct costs for obtaining unblended water from CMWD. These costs include both actual cost of the volume of water delivered to P&G and P&G's share of the CMWD capacity reservation charge and peaking penalty, as appropriate, under CMWD's rate structure.

**Second Amendment to Water Supply Agreement A-6168 between the City of Oxnard and
Procter & Gamble Paper Products Company**

December 3, 2014

Page 2

As is detailed in the terms of the Agreement, P&G is able to renew its Agreement terms for the same term provided in the City's purchase order with CMWD and has agreed to do so. The renewal of the Agreement will be effective January 1, 2015 through December 31, 2015.

FINANCIAL IMPACT

The cost of providing water service to P&G and the associated revenue recovery is estimated to be \$2,400,000 in Fiscal Year 2014-15.

Attachment #1 - Second Amendment to Water Service Agreement No. A-6168

SECOND AMENDMENT TO WATER SERVICE AGREEMENT

This Second Amendment ("Second Amendment") to the Water Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 16th day of December, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Procter & Gamble Paper Products Company ("P&G"), an Ohio corporation. This Second Amendment amends the Agreement entered into on December 20, 2002, by City and P&G. The Agreement previously has been amended on December 11, 2012 by a First Amendment.

City and P&G agree as follows:

1. Pursuant to Section 10 of the Agreement, the parties hereby agree that the Agreement shall be extended an additional one year period. Accordingly, the expiration date set forth in Section 10 of "December 31, 2014" is deleted and replaced with the date "December 31, 2015."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

PROCTER & GAMBLE PAPER
PRODUCTS COMPANY

Tim Flynn, Mayor



Alison McDonnell, Senior Purchasing Manager

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

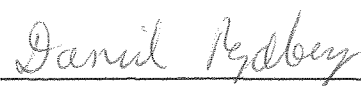
APPROVED AS TO AMOUNT:



Stephen M. Fischer, Interim City Attorney

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, Interim Utilities Director