

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, 300 West Third Street 4th Floor 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.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
April 11, 2017
Regular Meeting - 6:00 PM
Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Successory Agency.

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

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: William Scarpino; et al. v. City of Oxnard

Ventura County Superior Court, Case No. 56-2015-00475721-CU-OR-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

2. Public Employee Performance Evaluation

CC Title: City Attorney

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Government Code section 54957(b)(1) (public employee performance evaluation).

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.oxnard.org.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Commemorating Oxnard Public Library's 110 Years of Service and Designating the Week of April 9-15, 2017 as "Library Week."
2. SUBJECT: Presentation of "Earth Day Celebration," April 15, 2017 at Plaza Park.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. 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 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.

G. 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.

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

I. 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.

J. 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.

K. INFORMATION CONSENT AGENDA**City Clerk Department**

1. **SUBJECT:** Minutes of the March 6, 2017 Special Meeting, and the March 7, 21, and 28, 2017 Regular Meetings.

RECOMMENDATION: That the City Council approve the Minutes as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

2. **SUBJECT:** Agreements for City Council Review

RECOMMENDATION: That City Council, pursuant to Ordinance No. 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.

A. Buenger Commercial Real Estate, Inc. (A-7961) for sale of Successor Agency owned real property (\$39,500).

B. Consolidated Electrical Distributors, Inc., (7776-17-PW) for variable frequency drive repairs for the reverse osmosis feed pump at the AWPf (\$49,859).

C. Kosmont & Associates (6897-14-CD) to assist in the disposition process of Successor Agency owned property (\$40,000).

D. Ventura Regional Sanitation District (7167-15-CM) for consulting services for the Santa Clara Landfill (\$54,406).

E. Sam Hill & Sons, Inc. (A-7721) for repairs to motor control center failure in the Digester Control Room (\$39,655).

F. Aqua Metric Sales Company for purchase of water meters and miscellaneous parts (\$95,000).

A complete explanation of the agreement and funding sources are attached.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Cultural and Community Service Department

3. **SUBJECT:** Jr. High Grad Night - Six Flags Magic Mountain Excursion

RECOMMENDATION: That City Council:

1) Authorize the City Manager to approve Purchase Order No. 6242 in the amount of \$51,786 for Six Flags Magic Mountain tickets and Agreement No. 7841 in the amount of \$36,400 to Star-Dust Tours, Inc. dba The Bus to be used for transportation for the Jr. High Grad Night on June 2 and 3, 2017.

2) Approve a budget appropriation recognizing \$88,186 of revenue in ticket sales and appropriating \$88,186 for purchase of the tickets and transportation for Jr. High Grad Night.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

4. SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program
RECOMMENDATION: That City Council adopt a resolution authorizing:

1) The Cultural and Community Services Director to submit an application for \$103,550 Ventura County Area Agency on Aging Older Senior Nutrition Program grant funds, to be used for the Senior Nutrition Grant Program.

2) The Cultural and Community Services Director to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

5. SUBJECT: Recognize Revenue and Appropriate Augmented Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2017/2018
RECOMMENDATION: That City Council:

1) Recognize revenue in the amount of \$115,786 and appropriate matching funds of \$49,640 for the Retired and Senior Volunteer Program grant, and

2) Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

L. REPORTS

Cultural and Community Service Department

1. SUBJECT: 2-1-1 Ventura County (5/5/5)

RECOMMENDATION: That the City Council receive a report on 2-1-1 Ventura County, a program of Interface Children & Family Services.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

2. SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program Update (10/15/5)

RECOMMENDATION: That City Council receive a report from staff providing an update on the 2015-2017 California Gang, Reduction, Intervention, and Prevention (CalGRIP) program.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

Fire Department

3. SUBJECT: Public Safety Update - Fire Department (45/10/10)

RECOMMENDATION: That City Council:

Receive a report from the Fire Chief: a) identifying organizational challenges inherited by Chief Base, b) explaining staffing and what it takes to operate 24 hours a day/365 days a year, c) summarizing the 2016 accomplishments of the Oxnard Fire Department.

Adopt a Resolution amending Resolution No. 14,949 authorizing full time equivalent positions within the Fire Department.

Approve budget appropriation of \$1,209,553 from General Fund Reserves to Fund 101-2209 for Academy costs.

Legislative Body: CC

Contact: Darwin Base

Phone: 385-7700

City Manager Department4. SUBJECT: License Agreement with Oxnard Film Society (5/5/5)

RECOMMENDATION: That the Successor Agency approve a license agreement between the City of Oxnard and the Oxnard Film Society, a non-profit corporation, for the use of the currently vacant Social Security Building.

Legislative Body: SA

Contact: Jesus Nava

Phone: 385-7497

M. 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.

N. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: April 11, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Minutes of the March 6, 2017 Special Meeting, and the March 7, 21, and 28, 2017 Regular Meetings.

CONTACT: Michelle Ascencion, City Clerk
Michelle.Ascencion@oxnard.org, 385-7805

RECOMMENDATION:

That the City Council approve the Minutes as presented.

STRATEGIC PRIORITIES

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A: Minutes 03.06.17 CC special meeting

Attachment B: Minutes 03.07.17 CC regular meeting

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Attachment C: Minutes 03.21.17 CC,HA regular meeting

Attachment D: Minutes 03.28.17 CC regular meeting

MINUTES
OXNARD CITY COUNCIL
Special Meeting
March 6, 2017

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the special meeting of the Oxnard City Council was called to order by Mayor Flynn in the Council Chambers. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Ramirez, and Mayor Tim Flynn were present. The City Clerk announced the posting of the agenda and an amendment to the agenda.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Keith Brooks, Information Technology Director; Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Kymberly Horner, Economic Development Director; Steve Janice, Human Resources Director; Phillip Molina, City Treasurer; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Jason Benites, Assistant Police Chief; Chelsea Reynolds, Performing Arts Center Manager; Joseph Rodriguez, Fleet Services Mechanic Supervisor; Kenneth Rozell, Assistant City Attorney; Manny Torres, Computer Network Engineer I; Mark Uribe, Assistant Chief Financial Officer; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. REPORTS

Mayor Flynn announced the City Attorney's item would be heard first.

City Attorney Department

4. SUBJECT: Performing Arts Center Agreement Renewal.
RECOMMENDATION: That City Council **approve Resolution No. 14,996** for the renewal of the agreement between the City and the Oxnard Performing Arts Center Corporation (A-5904) for the operation, maintenance and management of the Performing Arts and Convention Center.

The City Attorney gave a report. Discussion ensued among Council and staff. The Performing Arts Center Manager gave a report. Further discussion ensued.

Public comments were received from Steve Nash.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the staff recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

City Council

1. SUBJECT: Appointment of Members to Serve on City of Oxnard Citizen Advisory Groups ("CAGs").

RECOMMENDATION: That the City Council ratify the Mayor's appointments of:

- a. Two (2) members to the Housing Authority Board of Commissioners,
- b. Five (5) members to the Downtown Design Review Committee (DDRC),
- c. Seven (7) members to the Commission on Homelessness,
- d. Nine (9) members to the Cultural Arts Commission,
- e. Five (5) members to the Library Board,
- f. Seven (7) members to the Parks and Recreation and Community Services Commission,
- g. Four (4) members to the Planning Commission, and
- h. Nine (9) members to the Senior Services Commission.

Mayor Flynn gave a report. Discussion ensued among Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve Mayor Flynn's recommended appointments as presented. (Mayor Pro Tem Ramirez and Councilman MacDonald both voiced support for Planning Commission applicant Anthony Murguia.) VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; however, Ramirez abstained from voting on the Downtown Design Review Committee, as her husband was an applicant. The motion carried 5-0 (4-0-1 on item (b), with Ramirez abstaining).

Mayor Flynn and the City Manager announced that Items C-2 and C-3 would be heard together, as they are related items.

Finance Department

2. SUBJECT: General Fund Mid-Year Budget Update FY 2016/17.

RECOMMENDATION: That the City Council:

1. Accept the General Fund Mid-Year Status; and
2. Approve the recommended supplemental budget appropriation; and
3. **Adopt Resolution No. 14,997** amending Resolution No. 14,994 authorizing full-time equivalent positions to include the conversion of two LBE positions to permanent full-time status, title changes, and the addition of seven positions funded in the FY16-17 Adopted Budget.

Police Department

3. SUBJECT: Public Safety Vehicle Purchase.

RECOMMENDATION: That City Council:

- 1) Approves and authorizes the Mayor to execute three (3) purchase orders (Numbers 6202, 6203, and 6204) for a total amount of \$672,083.85 for public safety vehicle purchases as follows:
 - A) Eleven (11) Ford Police Interceptor Utility vehicles and upfitting costs for \$472,426.91
 - B) Six (6) Nissan Frontier King Cab light duty pickup trucks and upfitting costs for \$153,487.38
 - C) One (1) Ford F-150 patrol utility pickup truck and upfitting costs for \$46,169.56
- 2) Appropriates \$672,085 from General Fund – Fund Balance to Transfer Out to Capital Outlay (Account No. 101-1002-808-8712) for Police Vehicle Purchase (Project 172101).

The Chief Financial Officer gave a report, followed by a report from the Assistant Chief of Police.

Public comments were received from Aaron Starr and Larry Stein on Item C-2; and Larry Stein on Item C-3.

Discussion ensued among Council and staff.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the staff recommendations on both items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

D. PUBLIC COMMENTS ON REPORTS (None)

E. CLOSED SESSION

At 7:45 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed is City of Oxnard; et al. v. Aaron Starr, Ventura County Superior Court Case No. 56-2016-00479696-CU-MC-VTA.

The City Council also recessed to a closed session pursuant to Government Code section 54956.9(d)(2), to discuss a significant exposure to litigation against the City of Oxnard. In written and verbal communications with the City, the Calleguas Municipal Water District has stated that it will initiate litigation against the City if the City and the Ocean View School District do not initiate annexation to the Calleguas Municipal Water District and the Metropolitan Water District of school district-owned property by April 5, 2017.

At 9:04 p.m. the City Council reconvened in open session in the Council Chambers. There was no announcement following closed session.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:04 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 March 7, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:37 p.m., the regular meeting of the Oxnard City Council was called to order by Mayor Flynn in the Council Chambers. Councilmembers Oscar Madrigal, Bert Perello, Mayor Pro Tem Ramirez, and Mayor Tim Flynn were present; Councilman Bryan A. MacDonald was absent. Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesus Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Steve Janice, Human Resources Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

C. CLOSED SESSION

At 4:38 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6(a) to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City's negotiators, the Human Resources Director and Burke Dunphy, the City's labor attorney, regarding the position titles specified in Item C.1 of the meeting agenda.

At 6:11 p.m. the City Council reconvened in open session in the Council Chambers. There was no announcement following closed session.

D. OPENING CEREMONIES

The City Clerk called the roll and announced the posting of the agenda. The flag salute was followed by a moment of silence.

Additional staff members present at this time were Darwin Base, Fire Chief; Keith Brooks, Information Technology Director; Daniel Rydberg, Public Works Director; James Throop, Chief Financial Officer; Scott Whitney, Chief of Police; Raja Bamrungpong, Information Technology Manager; Sandra Burkhart, Special Districts Administrator; Omar Castro, Water Division Manager; Shiri Klima, Assistant City Attorney; Licette Maldonado, Utilities Finance Officer; Thien Ng, Wastewater Division Manager; and Manny Torres, Computer Network Engineer I.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Leo Martinez (safe city), Jose Chacon (safe city), Karina Montoya (safe city), Lilian Bello (safe city), Emily Gonzalez (safe city), Joseph Resendiz (safe city), Ruben Flores (safe city), Ocil Merrejon (safe city), Pete Placencia (safe city), Laura Espinosa (safe city), Jose Maldonado (safe city), Teresa Santos (safe city), Pastor Rick Pearson (safe city), Mariann Cross (safe city), Maryann Seiss (safe city), Rose Oniell (safe city), Jake Donaldson (safe city), Dan Tullis (safe city), Vanessa Frank (safe city), Rev. Betty Stapleford (safe city), Rev. Melissa Campbell-Langdel (safe city), Maribel Aguilar (safe city), Dr. Kathleen Shore (safe city), Felix

Vazquez (safe city), Elwyn Arroyo (safe city), Yissel Barajas (safe city), Matthew Urango (safe city), “Monica” (safe city), Dr. Leslie-Lynn Pawson (safe city), Gloria and Rolando Chinaea (immigration enforcement), Jack Villa (College Park Neighborhood Council), Woodrow Thomas Sr. (immigration enforcement), Julio Alcala (immigration documentary), Jim Hensley (safe city), Christian Aguero Quirino (safe city), Israel Vasquez (safe city), Dante Alvarez (safe city), Sue Sandlin (Roadrunner Shuttle), Troy Corley (safe city), Harold Ceja (safe city), George Miller (immigration enforcement), Evelyn Ramirez (safe city), Larry Stein (safe city), Raul Lopez (safe city), Tomas Hernandez (safe city), and Manuel Herrera (safe city).

(Mayor Flynn paused the meeting at 7:19 p.m; at 7:24 the meeting resumed.)

F. REPORT OF CITY MANAGER

The City Manager thanked the Council and pledged to continue to serve the community to the best of his ability.

G. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmember Perello commented on immigration and the “safe cities” issue, recent street repairs, and an upcoming presentation to the Inter Neighborhood Council Organization on updated flood insurance rules.

Mayor Pro Tem Ramirez commented on immigration and safe cities.

Councilmember Madrigal thanked everyone who came to speak on the safe cities issue and recognized the Santa Clara, Hueneme, and Oxnard high school athletics teams.

Mayor Flynn announced that the March 8, 2017 Fiscal Policy Task Force meeting will be cancelled due to Councilman MacDonald’s illness. He invited the Police Chief to comment on the separation of local law enforcement and federal immigration.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-2B, J-3, and J-4 were pulled for discussion.

Regarding J-2B: Councilmember Perello and the Fire Chief discussed the compatibility of the new radios with the old ones.

Regarding J-4: Councilmember Perello and the Information Technology Director discussed a recent hardware upgrade to the City’s computer system and the proposed Enterprise Resource Planning agreement.

Regarding J-3: The Special Districts Administrator, at the request of Mayor Flynn, made a brief report. Discussion ensued among Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Daniel Chavez Jr. and Michael Gleason. Discussion ensued among Council and staff.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes: January 10, 2017 Regular Meeting.
RECOMMENDATION: Approval of Minutes of the City Council Regular Meeting of January 10, 2017.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 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:
 - A. C. S. Legacy Construction, Inc. for Change Order No. 1 for the removal, regrade and replacement of existing curb at the Southwinds Park track (\$57,307).
 - B. Motorola Solutions for the purchase of 9 portable radios, microphones, chargers and batteries for the Fire Department (\$44,948).

Finance Department

3. SUBJECT: Removal of the Exterior Improvements from the Applicable LMDs.
RECOMMENDATION: That City Council **approve Resolution No. 14,998** (Attachment A) requiring:
 1. Removal of all improvements from eighteen (18) Landscape Maintenance Districts as shown on the Diagrams as Exhibit B of the Resolution.
 2. Removal of improvements located on major traffic corridors from thirty (30) Landscape Maintenance Districts as shown on the Diagrams as Exhibit B of the Resolution.
 3. Ordering NBS to prepare the Engineer's Report for the Landscape Maintenance Districts for Fiscal Year 2017/18.

Information Technology Department

4. SUBJECT: Enterprise Resource Planning Specification & Procurement.
RECOMMENDATION: Staff is requesting authorization to enter into a contract with Sciens, LLC, Agreement Number A-7945, in the amount of \$149,745 for Enterprise Resource Planning specification and procurement.

Public Works Department

5. SUBJECT: Solicit Bids for On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services.
RECOMMENDATION: That City Council authorize staff to solicit bids for on-call backflow assemblies testing, maintenance, repairs and replacement. This contract will be for \$375,000 for three years and will not exceed \$127,000 annually.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the

Information/Consent Agenda items as presented. VOTE: Flynn, Madrigal, Perello, and Ramirez voted in favor; the motion carried 4-0 (MacDonald absent).

The Mayor announced that Item K-2 would be heard ahead of Item K-1.

K. REPORTS

Public Works Department

2. SUBJECT: Agreement A-7937 for SCADA Support Services

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an agreement (Agreement No. A-7937) with ProUsys, Inc. for Supervisory Control and Data Acquisition (SCADA) system support services for the water, wastewater, and recycled water systems for a three year term in an amount not to exceed \$800,000.

The Water Division Manager gave a report.

Public comments were received from Al Velasquez, Aaron Starr, and George Miller.

Discussion ensued among Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the staff recommendation as presented. VOTE: Flynn, Madrigal, Perello, and Ramirez voted in favor; the motion carried 4-0 (MacDonald absent).

1. SUBJECT: Proposed Wastewater Rate Increase.

RECOMMENDATION: 1. Approve the City wastewater rate structure for a five-year period (July 2017-2022);

2. Authorize staff to proceed with the Proposition 218 public notification process; and

3. Set a public hearing on the wastewater rate increase for May 16, 2017.

Assistant City Manager Osuna and Alex Bugbee of Carollo Engineers gave presentations. Discussion ensued among Council and staff.

Public comments were received from Alicia Percell, Aaron Starr, Al Velasquez, Barbara Macri Ortiz, Elva Marie Lindsey, Gail Weller Brown, George Miller, Steve Nash, Daniel Chavez Jr., Pat Brown, and Edward Castillo. Further discussion ensued.

It was moved by Mayor Flynn, seconded by Mayor Pro Tem Ramirez, to approve the proposed Utility Ratepayer Advisory Panel recommendation "Scenario 2.2B," with the modification of funding Streets Only in the Infrastructure Use Fee (IUF) for all five years, and the remaining staff recommendations as presented. Mayor Pro Tem Ramirez requested that staff communicate using "dollars" rather than "percentages." VOTE: Flynn, Madrigal, and Ramirez voted in favor; Perello voted against, as he was not given the opportunity to look at the other options without the IUF. The motion carried 3-1 (Perello voted against, MacDonald absent).

L. PUBLIC COMMENTS ON REPORTS (None)

CONTINUATION OF PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Daniel Chavez Jr. (leadership) and Pat Brown (Camarillo Airport announcement).

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:46 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 March 21, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:08 p.m., the regular meeting of the Oxnard City Council was called to order by Mayor Pro Tem Ramirez in the Council Chambers, concurrently with the Oxnard Housing Authority meeting. The City Clerk called the roll: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, and Mayor Pro Tem Ramirez were present; Mayor Tim Flynn was absent (arrived at 5:28 p.m.). Housing Commissioner Francisco Vega arrived at 6:02 p.m.; Commissioner Jose Andrade was absent. The City Clerk stated that the agenda was posted March 16, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Ruth Osuna, Assistant City Manager; Jesús Nava, Assistant City Manager; Scott Whitney, Chief of Police; James Throop, Chief Financial Officer; Jason Benites, Assistant Chief of Police; Eric Sonstegard, Assistant Chief of Police; George Iafrete, Computer Network Engineer III; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence in memory of musician Chuck Berry, who recently passed away.

Mayor Pro Tem Ramirez announced that Items D-1 and J-6 are removed from the agenda.

C. APPOINTMENT ITEM

1. SUBJECT: Mid-Year Police Department Budget Augmentation.
RECOMMENDATION: That the City Council adopt **Resolution No. 14,999** amending Resolution No. 14,949 authorizing full time equivalent positions within the Police Department.

The City Manager made some remarks and introduced the Chief of Police, who gave a presentation.

(Mayor Flynn arrived at this time.)

Public comments were received from Harry Cortez, Tom Cady, Mike Johnson, and Daniel Chavez Jr.

Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to adopt the resolution as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

D. CEREMONIAL CALENDAR

Additional staff present at this time were Keith Brooks, IT Director; Ashley Golden, Development

Services Director; Ingrid Hardy, Cultural and Community Services Director; Kymberly Horner, Economic Development Director; Daniel Rydberg, Public Works Director; Susan Duenas, Emergency Services Manager; Grant Dunne, Environmental Resources Management Analyst III; Todd Vasquez-Housley, Environmental Resources Manager; Karl Lawson, Housing Compliance Services Manager; James Torrez, Environmental Resources Supervisor; James Vega, Management Analyst; and Lisa Yoshimura, Assistant Human Resources Director.

1. SUBJECT: Presentation of a Proclamation Designating the Month of March 2017 as “Brain Injury Awareness Month.”

(This item was removed from the agenda, as the proclamation recipient was unable to attend.)

2. SUBJECT: Presentation of a Proclamation Designating the Month of March 2017 as “American Red Cross of Ventura County Month.”

Mayor Flynn presented the proclamation to Board Member Lesa Caputo and Executive Assistant Melissa Durand of the Red Cross, who thanked the Council and made some remarks.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Joan Lopez (immigration enforcement), Steve Nash (bike lanes), Jim Milstead (palm trees, emergency training), George Miller (immigration enforcement), Deborah Baber (immigration enforcement), Gloria Massey China (immigration enforcement), Hector Moreno (immigration enforcement), Roy Prince (downtown development), Pat Brown (downtown aesthetics), Daniel Chavez Jr. (city priorities), and Woodrow Thomas Sr. (racism).

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR

The City Manager announced Management Analyst James Vega’s upcoming departure to serve as Deputy City Manager of the City of Ojai. The City Manager also reported on the Meet Up Clean Up program and recent Neighborhood Council meetings. He announced that an update on Council strategic priorities will be presented at the next Council meeting.

G. CITY COUNCIL/HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

Councilmember Madrigal reported on attending various neighborhood meetings and promoted the Oxnard 311 app.

Mayor Pro Tem Ramirez reported on attending the National League of Cities conference and the Local Government Commission’s Local Policymakers Conference. She asked the City Attorney to look into signing onto the Amicus Brief in opposition to the executive order on immigration, and to provide an assessment of the threat of losing federal funding.

Councilman MacDonald commented on attending the recent LOSSAN meeting and related transportation issues, and announced an upcoming Oxnard Visitors and Convention Bureau meeting. He announced that he will be absent from next week’s meeting, as he will be in Washington DC with the RDP-21 group.

Councilmember Perello commented on the County’s watershed and levee protection efforts, flood

zones, and public television. He reported on attending Bethel AME church's Tuskegee Airman commemoration, a recent Ventura Regional Sanitation District meeting, the Bartolo Square Neighborhood Council meeting, and Red Cross CPR training. He advised that the City stay out of unnecessary legal issues. He inquired about light poles near the Oxnard airport and requested a closed session review of the City Attorney. He wished a speedy recovery to Eileen Tracy and John Flynn.

Mayor Flynn commented on the upcoming strategic priorities review. He announced that he will present a proposal on policy process at the next meeting. He expressed concern about the city losing funding due to not adhering to federal mandates.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-3 and J-7 were pulled for discussion.

Regarding J-3: Councilmember Perello requested clarification on the Cultural Arts Grant Award process (the Cultural and Community Services Director responded). Discussion ensued among Council and staff.

Regarding J-7: Councilmember Perello inquired about the proposed salary schedule and salary steps/ranges (the Assistant Human Resources Director responded). Discussion ensued among Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments were received from Karl Lawson, Margaret Cortese, Patricia Sanchez, and George Miller. Discussion ensued among Council and staff.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes: January 23, 2017 Special Meeting; January 24, 2017 Regular Meeting; and January 31, 2017 Special Meeting.
RECOMMENDATION: Approve the Minutes of the City Council Meetings of January 23, 24, and 31, 2017.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 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:
 - A. Joe Mar Polygraph & Investigate Services (A-7964) to conduct polygraph services for civilian and sworn positions (\$150,000).
 - B. Enterprise Baler Company (7794-17-PW) to repair baler at the Del Norte Regional & Transfer Station (\$88,662).
 - C. Shute Mihaly & Weinberger, LLP (7002-15-CA) for continued legal representation before the California Public Utilities Commission and the California Energy

Commission (\$200,000).

- D. BPS Tactical for the purchase of 75 external vest carriers for the Oxnard Police Officers (\$33,937).

Cultural and Community Services Department

3. SUBJECT: Approval of Cultural Arts Grant Program Awards.
RECOMMENDATION: That City Council approve the recommended awards to various artists and organizations as part of the 2016/17 Cultural Arts Grant Program

Development Services Department

4. SUBJECT: Approve a Reimbursement Agreement with Kroger (Dba Food4Less) for 2030 Roadway and Circulation Improvements and Land Dedications Beyond Those Required for the Construction of the Food-4-Less Project (Northwest Corner of Vineyard Avenue and Esplanade Drive). Filed by Greg Peters on Behalf of Kroger Company.
RECOMMENDATION: That City Council:
1. Adopt a reimbursement agreement with Kroger to authorize the payment of \$319,406.99 from Fund 118 to reimburse Kroger for the cost and dedication of the on-site multi-use trail and 2030 circulation improvement and
 2. Authorize a budget appropriation in amount of \$319,407 from Air Pollution Buy Down Fund Balance for reimbursement to developer for costs associated with the 2030 circulation improvement and the dedication of multi-use trail.

Fire Department

5. SUBJECT: Formal Adoption of 2015 Ventura County Hazard Mitigation Plan (HMP).
RECOMMENDATION: That City Council approve **Resolution No. 15,000** adopting the 2015 Ventura County Hazard Mitigation Plan (HMP).

Housing Department

6. SUBJECT: Award of Contract for the Replacement of Flooring in 129 Public Housing Units.

(Item J-6 was removed from the agenda.)

Human Resources Department

7. SUBJECT: Classification and Salary Resolution.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,001** repealing all prior salary schedule and classification resolutions and approving the attached classification and salary schedule.

Police Department

8. SUBJECT: State of California Office of Traffic Safety S.T.E.P. Grant Application.
RECOMMENDATION: That City Council adopt **Resolution No. 15,002**:
1. Authorizing the City Manager to execute and submit an application for \$599,797.00 in

grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2017/18 Selective Traffic Enforcement Program (S.T.E.P.).

2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of OTS funds.
4. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the Information/Consent Agenda items as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; Perello voted against the J-3, as he felt there may be an issue with awarding a grant to a political organization. The motion carried 5-0 (4-1 on Item J-3, Perello opposed).

K. PUBLIC HEARING

Housing Department

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

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard:

1. Hold a public hearing to receive comments concerning the third year of the Five-Year Agency Plan and the 2017 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and
2. Adopt **Resolution No. 1296**:
 - (a) Approving the Five-Year and Annual Agency Plan for the Housing Authority;
 - (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - (c) Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;
 - (d) Approving the 2017 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and
 - (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2017 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

The Board Clerk presented the affidavit of publication and reported that no written communication had been received.

The Housing Director gave a report. Discussion ensued among the Housing Board and staff.

Chair Flynn opened the public testimony portion of the public hearing. Public comments were received from Steve Nash, George Miller, Dan Pinedo, and Daniel Chavez Jr.

Commissioner MacDonald moved to close the public testimony portion of the public hearing; the Housing Board approved unanimously.

Discussion ensued among the Housing Board and staff.

It was moved by Commissioner MacDonald, seconded by Commissioner Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, Ramirez, and Vega voted in favor; the motion carried 6-0 (Commissioner Andrade absent).

L. REPORTS

Fire Department

1. SUBJECT: Approval of an Update of the City's Emergency Ordinance and Emergency Plan.
RECOMMENDATION: That City Council:
 1. Approve the first reading by title only and waive further reading of an Ordinance Amending Chapter 6 of the Oxnard City Code Relating to Emergency Organization and Functions.
 2. Approve the City of Oxnard's Emergency Operations Plan Update.
 3. Authorize the Mayor to sign the Letter of Promulgation, making the Emergency Operations Plan effective.

The Emergency Services Manager gave a report. Discussion ensued among the Council and staff.

Public comments were received from Pat Brown.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

Public Works Department

2. SUBJECT: Second Amendment to Agreement A-7571 with G4S Secure Solutions (USA) Inc. to Provide Security Services at the Del Norte Regional Recycling and Transfer Station (MRF).
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to the agreement with G4S Secure Solutions (USA) Inc. (Agreement No. A-7571) to increase the total amount by \$185,000 for a total contract value of \$1,250,000, to provide security services at the MRF.

The Environmental Resources Manager and Environmental Resources Management Analyst III gave a report. Discussion ensued among the Council and staff.

Public comments were received from Pat Brown, George Miller, and Jackie Tedeschi.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello and Ramirez voted in favor; the motion carried 5-0.

M. PUBLIC COMMENTS ON REPORTS (None)

CONTINUATION OF PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Salvador Orozco (Oxnard Guerreros soccer team). Discussion between Council and Mr. Orozco.

N. ADJOURNMENT

There being no further business, and without objection, Mayor Flynn adjourned the meeting at 9:35 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 March 28, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council was called to order by Mayor Flynn in the Council Chambers. The City Clerk called the roll: Councilmembers Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; (Councilman Bryan A. MacDonald was absent). The City Clerk announced that the agenda was posted on March 23, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Steve Janice, Human Resources Director; James Throop, Chief Financial Officer; Jason Benites, Assistant Chief of Police; Jefferson Billingsley, Assistant City Attorney; Randy Latimer, Police Commander; Kenneth Rozell, Assistant City Attorney; Eric Sonstegard, Assistant Chief of Police; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

C. CLOSED SESSION

At 4:38 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

The City Council also recessed to a closed session pursuant to Government Code section 54956.9(d)(2), to discuss a significant exposure to litigation against the City of Oxnard. In written and verbal communications with the City, the Calleguas Municipal Water District has stated that it will initiate litigation against the City if the City and the Ocean View School District do not initiate annexation to the Calleguas Municipal Water District and the Metropolitan Water District of district-owned property by April 5, 2017.

The City Council will also recess to a closed session, pursuant to Government Code section 54957.6(a), to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City's negotiators, Steve Janice, Director of Human Resources, and Burke Dunphy, City's labor attorney, regarding the position titles specified in Item C-3 of the meeting agenda.

At 6:13 p.m. the City Council reconvened in open session in the Council Chambers. There was no announcement following closed session.

D. OPENING CEREMONIES

The City Clerk called the roll and announced the posting of the agenda.

Mayor Flynn read a proclamation in honor of Cesar Chavez Day. The flag salute was followed by a moment of silence.

Additional staff members present at this time were Darwin Base, Fire Chief; Keith Brooks, Information Technology Director; Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Phillip Molina, City Treasurer; Daniel Rydberg, Public Works Director; Suzanne Bellah, Cultural Arts Supervisor; Sandra Burkhart, Special Districts Administrator; Shiri Klima, Assistant City Attorney; Manny Torres, Computer Network Engineer I; and Mark Uribe, Assistant CFO.

Mayor Flynn announced that Item L-3 would be pulled from the agenda.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation by Oxnard College President Dr. Cynthia Azari on the “Oxnard College Promise.”

Ventura County Community College District Board of Trustees Vice Chair Art Hernandez made some remarks and introduced Dr. Azari, who gave a presentation. Discussion ensued among the Council and Dr. Azari.

2. SUBJECT: Presentation of Certificates of Commendation to Outgoing Citizen Advisory Group Members.

Mayor Flynn made some remarks and presented certificates of commendation to outgoing commissioners David Courtland (Commission on Homelessness); Christine Morla (Cultural Arts Commission); Michelle Ascencion, Mark Kupperman, and John Ragan (Library Board); Gloria Postel (Parks and Recreation Commission); and Sonny Okada (Planning Commission). The outgoing commissioners made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Woodrow Thomas Sr. (status of claim), Milton Creagh (youth safety), Edward Sierra (condition of Patterson Road), Dick Jaquez (in support of proposed power plant), Jack Villa (Neighborhood Council), Nancy Lindholm (Chamber of Commerce recommendations), Pat Brown (in opposition to proposed power plant), Julio Espinosa (water bill past due notice), Rev. Gregory Runyon (homeless issues), and Daniel Chavez Jr. (Council accountability).

G. REPORT OF CITY MANAGER (None)

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

Councilmember Madrigal reported on attending the recent Sierra Linda Neighborhood Council meeting and the recent first home game of the Oxnard Guerreros soccer team. He commended a Rio Mesa High School student who was recently accepted into MIT, the only student from Ventura County to be accepted.

Mayor Pro Tem Ramirez commented on the Oxnard Guerreros, the Chamber of Commerce's recommendations, homelessness, Cesar Chavez Day, and the threat of the elimination of funding from the federal government. Assistant City Attorney Klima responded. Mayor Pro Tem Ramirez requested a closed session to discuss the threat.

Councilmember Perello requested a closed session on the City Attorney's performance. He commented on the risk of losing federal funding, AB1234 ethics training, recent Carriage Square Neighborhood Council and Community Relations Commission meetings, and the Library's roof. He detailed his and the City Treasurer's efforts to settle accounts with the Pleasant Valley Water District.

Mayor Flynn discussed his recent request to the Community Relations Commission to develop a "Common Statement of Values."

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-2(b) and K-3 were pulled for discussion.

Regarding K-2(b): Councilmember Perello asked about public versus private streets and sidewalks in the proposed project (the Public Works Director and City Manager responded).

Regarding K-3: Mayor Flynn inquired about the status of the Local Coastal Plan update. The Development Services Director responded; discussion ensued among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None)

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the February 7, 2017 Regular Meeting and the February 13, 2017 Special Meeting.
RECOMMENDATION: Approve the Minutes of February 7 and 13, 2017 meetings.

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: That City Council, pursuant to Ordinance No. 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 described on the attached list.
 - A. NV5 West, Inc. (6389-16-CM) for on-call soils and materials testing (\$27,290).
 - B. Jordan, Gilbert & Bain Architects, Inc. (6676-14-CM) for CAD drawings for 105 acre RiverPark CFD #5 (\$47,900).

Development Services Department

3. SUBJECT: Authorization to Appropriate General Plan Maintenance Fee.

RECOMMENDATION: That City Council recognize and approve the appropriation of \$175,000 collected in Fiscal Year 2016-2017 from the General Plan Maintenance Fee for the tasks that are related to preparation, maintenance, and/or revision of the 2030 General Plan, and the Oxnard Local Coastal Program (LCP).

Fire Department

4. SUBJECT: Recognize and Appropriate Budget for Fire Station 4 Remodel Designated in Development Agreement A-7122.

RECOMMENDATION: That City Council recognized the revenue received from Capital Growth Impact Fees (Fund 355) via Development Agreement A-7122 in amount of \$300,000 and appropriating to Station 4 Remodel Project 172201.

Public Works Department

5. SUBJECT: Approve Plans and Specifications for the City Hall Third Floor Renovation Project PW 17-24.

RECOMMENDATION: That City Council approve project plans and specifications and authorize staff to solicit bids for the City Hall Third Floor Renovation Project PW 17-24.

6. SUBJECT: Third Amendment to Agreement No. 6856-14-CM with Stantec Consulting Services, Inc.

RECOMMENDATION: That City Council approve and authorize the City Manager to execute the Third Amendment to Agreement No. 6856-14-CM with Stantec Consulting Services, Inc. in the amount of \$199,740 for temporary traffic engineering consulting services, bringing the total contract not-to-exceed amount to \$949,740.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the Information/Consent Agenda items as presented. VOTE: Flynn, Madrigal, Perello and Ramirez voted in favor; the motion carried 4-0 (MacDonald absent).

L. REPORTS

Cultural and Community Services Department

1. SUBJECT: Carnegie Art Museum Cornerstones 2017 Update Presentation.

RECOMMENDATION: That City Council receive the Carnegie Art Museum Cornerstones Board of Directors' update presentation.

Cornerstones Board President Steven Kinney made some remarks and introduced the Cultural Arts Supervisor, who gave a report. Discussion ensued among Council and staff; no action was taken.

Finance Department

2. SUBJECT: Single Audit FY2016/17 Presentation.

RECOMMENDATION: For the City Council to receive and file a report and presentation on the Single Audit for Fiscal Year 2015/16, ending June 30, 2016.

Discussion ensued among Council and staff.

The Chief Financial Officer, Assistant Chief Financial Officer, and Eden Casareno and Don Ecker of Eadie & Payne, gave a report. Further discussion ensued among the Council, staff, Ms. Casarno, and Mr. Ecker.

Public comments were received from Steve Nash, George Miller, Phillip Molina, Edward Castillo, and Aaron Starr. Further discussion ensued.

It was moved by Councilmember Perello, seconded by Councilmember Madrigal, to direct staff to implement the auditors' recommendation on Finding #2015-032 regarding providing the Treasurer supporting documentation prior to check/warrant signing or wire transfer authorization. Discussion ensued among the Council and staff. VOTE: Madrigal and Perello voted in favor, Flynn and Ramirez voted against; the motion failed 2-2 (MacDonald absent). Further discussion ensued; no action was taken.

City Manager Department

3. SUBJECT: Status Update of the City Council Strategic Priorities Two-Year Business Plans for FY 16/17 and 17/18.

(This item was removed from the agenda.)

4. SUBJECT: Presentation by Mayor Flynn on Proposed City Council Committee Reorganization.

(Due to time, this item was postponed to a future meeting.)

City Attorney Department

5. SUBJECT: Marijuana Study Session.

(Due to time, this item was postponed to a future meeting.)

M. PUBLIC COMMENTS ON REPORTS (None)

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:31 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.:

DATE: April 11, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 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.

- A. Buenger Commercial Real Estate, Inc. (A-7961) for sale of Successor Agency owned real property (\$39,500).
- B. Consolidated Electrical Distributors, Inc., (7776-17-PW) for variable frequency drive repairs for the reverse osmosis feed pump at the AWPf (\$49,859).
- C. Kosmont & Associates (6897-14-CD) to assist in the disposition process of Successor Agency owned property (\$40,000).
- D. Ventura Regional Sanitation District (7167-15-CM) for consulting services for the Santa Clara Landfill (\$54,406).
- E. Sam Hill & Sons, Inc. (A-7721) for repairs to motor control center failure in the Digester Control Room (\$39,655).
- F. Aqua Metric Sales Company for purchase of water meters and miscellaneous parts (\$95,000).

A complete explanation of the agreement and funding sources are attached.

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures

Agreements for City Council Review

April 11, 2017

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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.

NOTE: Copies of the agreements/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 04/11/2017

Contracts from \$25,000 to \$250,000

K.2.a

A Real Estate Services

Vendor: Buenger Commercial Real Estate, Inc.
Type: Original Agreement
Agreement No.: A-7961
Amendment No.: N/A
Purchase Order No.:
Begin Date: 03/17/2017
End Date: 03/10/2018
Term: 1 year

Amount to be Approved: \$39,500
Current FY Amount: \$39,500
Total Contract Amount: \$39,500
Funding Source: Redevelopment Property Trust Fund
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 2
Project Manager: Kymberly Horner
Department: Economic Development Department
Telephone: 805-385-7853
Email: kymberly.horner@oxnard.org

Purpose:

Staff is requesting authorization to enter into an Agreement with Buenger Commercial Real Estate, Inc. (A-7961) in the amount not to exceed \$39,500 for the sale of Successor Agency ("SA") owned real property in the City of Oxnard. In accordance with California Assembly Bill AB X1 26, commonly referred to as Redevelopment Dissolution, cities must meet requirements to wind down redevelopment activities of the former Community Development Commission. One of the requirements of AB X1 26 is to dispose of real property assets in accordance with a state-approved Long Range Property Management Plan ("LRPMP"). The LRPMP outlines the liquidation process of SA owned properties.

On March 2, 2017, staff contacted six Ventura County based realtors for their professional services in the listing and sale of property in the City of Oxnard or in Ventura County. Of the six firms contacted, two submitted proposals for commercial real estate services.

Buenger Commercial Real Estate services was selected based on their experience in the disposition of commercial, office and mixed use properties, as well as their awareness and exposure to Oxnard's restaurant market.

City Manager Contract List for 04/11/2017

Contracts from \$25,000 to \$250,000

K.2.a

B Variable Frequency Drive repairs for the Reverse Osmosis Feed Pump at the AWPf

Vendor: Consolidated Electrical Distributors, Inc.
Type: Original Agreement
Agreement No.: 7776-17-PW
Amendment No.: N/A
Purchase Order No.:
Begin Date: 03/23/2017
End Date: 04/30/2018
Term:

Amount to be Approved: \$49,859
Current FY Amount: \$49,859
Total Contract Amount: \$49,859
Funding Source: AWPf Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Thien Ng
Department: Public Works Department
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose:

Staff is requesting authorization to enter into an Agreement with Consolidated Electrical Distributors, Inc., (6676-17-PW) in the amount of \$49,859 for variable frequency drive repairs for the Reverse Osmosis Feed Pump at the Advanced Water Purification Facility (AWPF). The AWPf produces approximately 6.25 million gallons per day of recycled water for irrigation, agricultural, and groundwater injection. The AWPf consists of microfiltration (MF), reverse osmosis (RO), and advanced oxidation treatment processes. On January 3, 2017, the variable frequency drive (VFD) for the RO feed pump failed. The VFD is manufactured by Rockwell Automation. It was determined that the VFD can be repaired by the approved manufacturer distributor Consolidated Electrical Distributors, Inc. (CED). The cost for the repair work, factory testing, and re-start up effort is \$49,859.10. The repair effort is between 4 to 6 weeks.

During the construction phase of the AWPf project, Rockwell was selected as the lowest and responsible VFD manufacturer. CED is the local manufacturer distributor in Southern California.

City Manager Contract List for 04/11/2017

Contracts from \$25,000 to \$250,000

K.2.a

C Second Amendment to the Agreement for Consulting Services Kosmont Companies

Vendor: Kosmont & Associates
Type: Amendment
Agreement No.: 6897-14-CD
Amendment No.: 2
Purchase Order No.:
Begin Date: 03/15/2017
End Date: 03/15/2020
Term: 3 years

Amount to be Approved: \$40,000
Current FY Amount: \$40,000
Total Contract Amount: \$105,000
Funding Source: Redevelopment Property Tax Trust Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Kymberly Horner
Department: Economic Development
Telephone: 385-7853
Email: kymberly.horner@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Second Amendment with Kosmont & Associates (6897-14-CD) in the amount of \$40,000 for a total contract amount not to exceed \$105,000 to assist staff in completing the Long Range Property Management Plan (LRPMP) process and continue the disposition process of Successor Agency ("SA") assets in Downtown, as required by law. Kosmont is currently under contract with the City for real estate advisory services of selected downtown properties. As required by AB X1 26 "The Dissolution" of Redevelopment Bill, a Long Range Property Management Plan ("LRPMP") was prepared by Staff and Kosmont. The LRPMP outlines the liquidation process of SA owned properties.

This Second Amendment with Kosmont & Associates is for: 1) time extension; 2) make recommendations for a disposition process of key SA owned properties; 3) review environmental reports, zoning, development regulations, planning documents, title reports, or other specific real estate market conditions and evaluate the merits of public land assemblage; 4) assist in the preparation and distribution of Request For Qualifications/Proposal (RFP/Q); and 5) assist staff in evaluating developer responses to the RFQ/P(s) and assist with initial negotiations, public-private transaction structuring and attend meetings with City staff.

The original Agreement was entered into September 30, 2014 for \$15,000. The First Amendment was entered into January 21, 2015 for \$50,000 and approved by City Council on February 29, 2015. This Second Amendment will increase the contract amount by \$40,000 for a total not to exceed \$105,000.

City Manager Contract List for 04/11/2017

Contracts from \$25,000 to \$250,000

K.2.a

D First Amendment to Agreement for Consulting Services for the Santa Clara Landfill

Vendor: Ventura Regional Sanitation District
Type: Amendment
Agreement No.: 7167-15-CM
Amendment No.: 1
Purchase Order No.:
Begin Date: 06/08/2015
End Date: 06/30/2017
Term: 2 years

Amount to be Approved: \$54,406
Current FY Amount: \$54,406
Total Contract Amount: \$129,457
Funding Source: Parks - 651-6402-842-8209
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Badaoui Mouderrres
Department: Public Works
Telephone: 805.385-8153
Email: badaoui.mouderrres@oxnard.org

Purpose:

Staff is requesting authorization to enter into a First Amendment with Ventura Regional Sanitation District (VRSD) (7167-15-CM) in the amount of \$54,406 for a total contract amount not to exceed \$129,457 and extend the term to June 30, 2017. This Agreement is for consulting services including landfill gas perimeter probe monitoring and reporting, landfill gas and flare operations and maintenance, and gas collection system monitoring for the closed Santa Clara Landfill.

This First Amendment is to extend the term, reduce VRSD's insurance requirements, incorporates the Amended and Restated Golf Course Lease and Landfill Postclosure Agreement, adds groundwater monitoring and reporting and well abandonment to the scope of services. The Public Works Department is currently negotiating with VRSD for a new agreement. This Amendment is intended to carry the Department over until that new Agreement is executed.

City Manager Contract List for 04/11/2017

Contracts from \$25,000 to \$250,000

K.2.a

E Non-Scheduled Repairs to Wastewater and Storm Drain Systems

Vendor: Sam Hill & Sons, Inc.
Type: Task Order
Agreement No.: A-7721
Amendment No.: 53
Purchase Order No.: 5237
Begin Date: 11/01/2014
End Date: 10/31/2017
Term: 3 years

Amount to be Approved: \$39,655
Current FY Amount: \$500,000
Total Contract Amount: \$1,539,655
Funding Source: Wastewater Treatment Operating
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 5
Project Manager: Thien Ng
Department: Public Works, Wastewater Division
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose:

Staff is requesting approval of Task Order No. 53 in the amount of \$39,655. On February 3, 2017, the Wastewater Treatment Plant suffered a motor control center (MCC) failure in the Digester Control Room. The MCC supplies power to the plant's digester main recirculation and heat loop pumps. If left in this condition, the digester will fail and will trigger the Ventura County Air Pollution Control District (VCAPCD) and National Pollutant Discharge Elimination System (NPDES) permit violations. The repair work included installation of 1,300 feet of new electrical cables.

On March 25, 2014, the City Council approved Non-Scheduled Repairs to Wastewater and Storm Water Systems Project Specification No. PW14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill and Sons, Inc. was a responsible and responsive lowest bid. On October 8, 2014 City Council approved the agreement with Sam Hill & Sons for non-scheduled repairs to Wastewater and Storm Drain Systems from November 1, 2014 through October 31, 2017.

City Manager Contract List for 04/11/2017

Contracts from \$25,000 to \$250,000

K.2.a

F Water Meters and Miscellaneous Parts

Vendor: Aqua Metric Sales Company
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6253
Begin Date: 03/20/2017
End Date: 05/30/2017
Term: 2 Months

Amount to be Approved: \$95,000
Current FY Amount: \$95,000
Total Contract Amount: \$95,000
Funding Source: Water
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 3
Project Manager: Omar Castro
Department: Public Works - Water Division
Telephone: 385-8139
Email: Omar.castro@oxnard.org

Purpose:

Staff is requesting authorization to purchase water meters and miscellaneous parts from Aqua Metric Sales Company in the amount of \$95,000. This purchase order will be utilized to purchase meters, transmitters and meter repair parts through FY 2016-2017. The Division will request a bid in the new fiscal year to obtain additional water meters and parts to keep the system running until a new Capital Improvement Project for Automated Meter Reading is implemented.

On February 16, 2017, City staff distributed a Request for Bid and posted on the City's website the purchase of water meters and miscellaneous repair parts from 11 local and regional water meter supply firms. A total of there (3) bids were received. Aqua Metric Sales Company was the lowest responsive and responsible bidder of the three bids received.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: April 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director 

SUBJECT: Jr. High Grad Night - Six Flags Magic Mountain Excursion

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That City Council:

- 1) Authorize the City Manager to approve Purchase Order No. 6242 in the amount of \$51,786 for Six Flags Magic Mountain tickets and Agreement No. 7841 in the amount of \$36,400 to Star-Dust Tours, Inc. dba The Bus to be used for transportation for the Jr. High Grad Night on June 2 and 3, 2017.
- 2) Approve a budget appropriation recognizing \$88,186 of revenue in ticket sales and appropriating \$88,186 for purchase of the tickets and transportation for Jr. High Grad Night.

BACKGROUND

The City and the Oxnard School District have partnered to coordinate a field trip to Six Flags Magic Mountain for over 1,400 8th grade students across 14 schools within the school district for over 40 years. The trip to Six Flags Magic Mountain has been the location of choice for the Jr. High Grad Night event every year. The service package includes approximately 1,400 admissions at \$36.99 per ticket (\$51,786), no charge for the volunteer chaperones, and parking for buses. Magic Mountain is close (50.1 miles away from Oxnard) and offers Jr. High Grad Night for the 8th grade graduates, and although Disneyland has previously been considered, it is

Jr. High Grad Night - Six Flags Magic Mountain Excursion

April 11, 2017

Page 2

farther (96 miles away) and only offers services for high school graduates and does not include transportation.

An informal bid for bus transportation for two days was requested on January 31, 2017. Three bids were received from Star Dust Tours (The Bus), Pegasus Transit Inc., and H and L Charter Co., Inc. The contract for transportation was awarded to Star Dust Tours dba (The Bus) based on meeting all requirements (including restrooms in each bus and ADA compliance).

The departure date is June 2, 2017, at 4:00 p.m. from Oxnard to Valencia, CA. The return date is June 3, 2017 at 1:00 a.m. for the trip back from Valencia to Oxnard.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

The total cost for admission and transportation for 1,400 students is \$88,186 or \$62.99 per person. Each student pays \$70.00 which covers not only the above listed expenses, but any materials and temporary labor costs required for the event. This event is 100% cost recovery, so there is no fiscal impact to the General Fund.

ATTACHMENTS:

Attachment A: Purchase Order No. 6242

Attachment C: Budget Appropriation

Attachment B - Agreement No 7841

Jr. High Grad Night - Six Flags Magic Mountain Excursion
April 11, 2017
Page 3

Trade Services Agr 2017 Jr Grad Night (2)



PURCHASE ORDER

**CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030**

**PURCHASE
ORDER NO.
006242**

DATE: 3/28/2017

VENDOR PHONE: (800)342-3606

VENDOR FAX: () -

VENDOR #: 4515

VENDOR ADDRESS: SIX FLAGS MAGIC MOUNTAIN

ATTN: GROUP SALES

P.O. BOX 5500

VALENCIA, CA 91385

SHIP TO: MULTIPLE LOCATIONS

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
03/14/2017		0000003151	03/14/2017		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10155028058104		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1 TICKETS FOR JR HIGH GRAD NIGHT EVENT

51,786.00 /

DL

Ship to: 300 W. THIRD ST, #302 OXNARD, CA 93030

1.0000 51,786.00

TOTAL PURCHASE AMOUNT

\$51,786.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE.

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

REQUEST FOR BUDGET APPROPRIATION

Department: Recreation
Project/Program
Manager: Ingrid Hardy

Date: March 29, 2017
Phone: 7993

Reason for Appropriation:

Recognize revenue and appropriate funds for the Jr. High Grad Night event for Fiscal Year 2016-2017.

Accounts and Descriptions

AMOUNT

Fund: General Fund (101)

Revenues/Transfers In

Jr. High Grad Night (Project No. I55162)

101-5502-554-7369	Event Admissions	88,186
	Sub-total Revenues	88,186

Expenditures/Transfers Out

Jr. High Grad Night (Project No. I55162)

101-5502-805-8104	Supplies - Shop & Field	51,786
101-5502-805-8209	Services - Other Prof/Contract	36,400
	Sub-total Expenditures	88,186

Net Change to Fund Balance **0**

Net Appropriation Change **88,186**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Agreement No. 7841-17-CS**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 6 day of April, 2017, by and between the City of Oxnard (“**City**”) and Star-Dust Tours, Inc, dba The Bus (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Bus transportation for Jr. High Grad Night at Six Flags Magic Mountain (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below as described in Exhibit B. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 11, 2017, and shall end on June 30, 2017. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$36,400.00 for the Services performed during the term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all

urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **“Indemnified Party”**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Vendor’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-1**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-1**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Star-Dust Tours, Inc. dba The Bus, 520 South Greenwood Avenue, Montebello, CA 90640. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Cultural

and Community Services (Recreation Division), 305 West Third Street, West Wing, 1st Floor, Oxnard, CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor 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. Vendor 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.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on next page]

AGREEMENTS \$25,000.01 THROUGH \$250,000.00

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

VENDOR

 Greg Nyhoff, City Manager

 Frank J. Gonzalez, President

APPROVED AS TO FORM:

 Frank J. Gonzalez, CFO

 Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

 Ingrid A. Hardy, Cultural & Community Services Director

 Terrel J. Harrison, Project Manager

APPROVED AS TO INSURANCE:

 Mike More, Risk Manager

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

17. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

Exhibit B

City of Oxnard
 Community and Cultural Services Department
 Recreation Division
 305 West Third Street, West Wing, 1st Floor
 Oxnard, CA 93030

SCOPE OF SERVICES**Job task:**

The purpose of this proposal is to establish safe transportation for Junior High Grad students for the annual Jr. High Grad Night to Six Flags Magic Mountain excursion. We will require two (2) days of work service. Services must include accommodations for 1,400 students which include two (2) chaperones per bus, and a two (2) way charter bus.

Required items: 25-28 Coach Buses

Departure Date: Friday, June 2, 2017

Departure Time: 3:00 p.m.

Departing From: Police Activities League (PAL) Parking Lot
350 South "K" Street, Oxnard, CA 93030

Destination: Six Flags Magic Mountain
26101 Magic Mountain Parkway

Returning Date: Saturday, June 3, 2017

Returning Time: 1:00 a.m.

Returning to: Police Activities League (PAL) Parking Lot
350 South "K" Street, Oxnard, CA 93030

Additional requirements: Please provide buses with restrooms

(2) ADA (Americans with Disabilities Act) Buses.

(1) Service truck (in case of bus breaking down).

Agreement No. 7841-17-CS**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 6 day of April, 2017, by and between the City of Oxnard (“**City**”) and Star-Dust Tours, Inc, dba The Bus (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Bus transportation for Jr. High Grad Night at Six Flags Magic Mountain (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below as described in Exhibit B. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 11, 2017, and shall end on June 30, 2017. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$36,400.00 for the Services performed during the term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all

urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **“Indemnified Party”**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Vendor’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-1**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-1**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Star-Dust Tours, Inc. dba The Bus, 520 South Greenwood Avenue, Montebello, CA 90640. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Cultural

and Community Services (Recreation Division), 305 West Third Street, West Wing, 1st Floor, Oxnard, CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor 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. Vendor 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.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on next page]

AGREEMENTS \$25,000.01 THROUGH \$250,000.00

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

VENDOR

 Greg Nyhoff, City Manager

 Frank J. Gonzalez, President

APPROVED AS TO FORM:

 Frank J. Gonzalez, CFO

 Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

 Ingrid A. Hardy, Cultural & Community Services Director

 Terrel J. Harrison, Project Manager

APPROVED AS TO INSURANCE:

 Mike More, Risk Manager

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit _____. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than \$_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.
- B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.
- D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016**

17. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

Exhibit B

City of Oxnard
 Community and Cultural Services Department
 Recreation Division
 305 West Third Street, West Wing, 1st Floor
 Oxnard, CA 93030

SCOPE OF SERVICES**Job task:**

The purpose of this proposal is to establish safe transportation for Junior High Grad students for the annual Jr. High Grad Night to Six Flags Magic Mountain excursion. We will require two (2) days of work service. Services must include accommodations for 1,400 students which include two (2) chaperones per bus, and a two (2) way charter bus.

Required items: 25-28 Coach Buses

Departure Date: Friday, June 2, 2017

Departure Time: 3:00 p.m.

Departing From: Police Activities League (PAL) Parking Lot
350 South “K” Street, Oxnard, CA 93030

Destination: Six Flags Magic Mountain
26101 Magic Mountain Parkway

Returning Date: Saturday, June 3, 2017

Returning Time: 1:00 a.m.

Returning to: Police Activities League (PAL) Parking Lot
350 South “K” Street, Oxnard, CA 93030

Additional requirements: Please provide buses with restrooms

(2) ADA (Americans with Disabilities Act) Buses.

(1) Service truck (in case of bus breaking down).



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: April 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ingrid Hardy
Cultural & Comm Services Director

A handwritten signature in black ink, appearing to read "Ingrid Hardy".

SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That City Council adopt a resolution authorizing:

- 1) The Cultural and Community Services Director to submit an application for \$103,550 Ventura County Area Agency on Aging Older Senior Nutrition Program grant funds, to be used for the Senior Nutrition Grant Program.
- 2) The Cultural and Community Services Director to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims.

BACKGROUND

The City of Oxnard operates three senior centers, and nutrition services are provided as part of the City's offerings. Nutrition services include the procurement, preparation, transport, and service of meals in both congregate settings and in seniors' homes. Nutrition services also include outreach, client assessments (for home-delivered meals), monthly program reporting, and fiscal administration. The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons aged 60 years and older.

Ventura County Area Agency on Aging Senior Nutrition Program

April 11, 2017

Page 2

The senior nutrition program will provide approximately 13,000 congregate meals at two of the City's three senior centers. In addition, through a memorandum of understanding between the City of Oxnard and Food Share, approximately 22,600 meals will be delivered to home-bound seniors. Funding for these services is provided through the Older Americans Act, Title HIC.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

If the grant is awarded, staff will return to Council to recognize the grant award and appropriate matching funds. The City would then recognize the Ventura County Area Agency on Aging Older American Act Senior Nutrition Program grant of \$103,550, along with the proposed City contribution of 10% in-kind match which will be met by permitting the program to use the City-owned facility.

ATTACHMENTS:

Attachment A: Resolution Approving Submittal of Grant Application

Attachment B: VCAAA SNP Application - FY1718

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

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

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

WHEREAS, the Cultural and Community Services Department has requested that City Council approve the submittal of an application to the Ventura County Area Agency for \$103,550 in the Senior Nutrition Program Grant to be used for the Senior Nutrition Program, and

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the Cultural and Community Services Director for the Ventura County Area Agency on Aging Senior Nutrition Program Grant. The City Council further resolves that the Cultural and Community Services Director or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims; and the Cultural and Community Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 11th day of April, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

RENEWAL APPLICATION FORM FY 2017-18

**VENTURA COUNTY AREA AGENCY ON AGING
 OLDER AMERICANS ACT GRANT APPLICATION
 SENIOR NUTRITION PROGRAM
 PROJECT YEAR: JULY 1, 2017 - JUNE 30, 2018**

Applicant (Agency) Name: _____

Renewal applications must be submitted to the following address no later than
4:00 p.m., Friday, April 7, 2017.

Ventura County Area Agency on Aging
 Attn: Marleen Canniff, Grants Administrator
 646 County Square Drive, Suite 100
 Ventura, CA 93003

Application Checklist: Each application must include the items listed below. Please check the box to confirm that your completed application packet contains all items.

Two (2) original sets of the following are required to be submitted:

Included

- ☐ Completed Application with Original Signatures Full Description of Proposed Program
- ☐ Audited Financial Statements or Single Audit (past year)
- ☐ Completed Proposal Budget with Original Signatures
- ☐ Legal Governing Body Resolution authorizing submittal of this application (*1 original*)
- ☐ Sample Menus (if applicable)

One (1) copy of the following (*Please indicate if item is already on file at VCAAA*):

Included On File

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | List of Board of Directors/Legal Governing Body |
| ☐ | ☐ | Current Organizational Chart |
| ☐ | ☐ | Current Proof of Ownership/Lease Agreements for all Project Sites |
| ☐ | ☐ | Current Business License(s) |
| ☐ | ☐ | All Pertinent MOUs and Sub-Contracts |
| ☐ | ☐ | Current Certificate of Insurance |
| ☐ | ☐ | Current Fire, Health and Building Certificates |

APPLICANT INFORMATION

Applicant: _____

Address: _____ ZIP: _____

Project Address: _____

Contact Person: _____ Title: _____

Telephone: _____ Fax: _____

Email Address: _____

Grant Project: Senior Nutrition Program

Grant Amount: _____ Required Match (10%): _____

Funding Source: Title III C-1 (Congregate) & C-2 (Home-Delivered Meals) CFDA#: 93.045Project Period: July 1, 2017 - June 30, 2018 Contract #: _____

Agency Type:	☐ Public Agency	☐ Private Nonprofit	☐ Private For-Profit
Date of Incorporation:	Corporation Number:	Taxpayer ID Number:	

Authority to Contract

This proposal is authorized for submission by the governing body of the applicant agency(s). The undersigned is aware of all pertinent conditions and specifications affecting the provision of services and all relevant terms and conditions stated in the request for proposal.

➔Two authorized signatures are required for nonprofit organizations➔

AUTHORIZED SIGNATURE:

AUTHORIZED SIGNATURE:

Name (print)_____
Name (print)_____
Title_____
Title_____
Date_____
Date_____
Signature_____
Signature

Each grantee (except a sole proprietorship) is required to submit a resolution from its governing board that (1) authorizes submission of this grant application and (2) states the names and titles of individuals authorized to execute the grant contract and any contract amendments.

Is the resolution from the governing board attached to this document? ☐ Yes ☐ No

If no, list date when it will be submitted to VCAAA: _____

CONTACT INFORMATION

Person responsible for completing this application:	
Name:	
Title:	
Phone:	
Email:	
Person responsible for submitting monthly requests for funds and fiscal reports to VCAAA:	
Name:	
Title:	
Phone:	
Email:	
Person responsible for submitting monthly program reports to VCAAA and ensuring accurate reporting:	
Name:	
Title:	
Phone:	
Email:	
Person responsible for submitting client evaluation summaries each quarter to VCAAA:	
Name:	
Title:	
Phone:	
Email:	
Person responsible for ensuring your agency's compliance with Security Awareness Training ¹ :	
Name:	
Title:	
Phone:	
Email:	
Person responsible for inquiries and complaints regarding National Origin ² :	
Name:	
Title:	
Phone:	
Email:	
Person responsible for resolving complaints made by older individuals receiving grant-funded services:	
Name:	
Title:	
Phone:	
Email:	
Person responsible for publicity/outreach for grant-funded services during FY 2017-18:	
Name:	
Title:	
Phone:	
Email:	

¹ All employees and volunteers of your organization who are directly involved with the grant (e.g., individuals who have access to confidential client information) are required to complete annually the Security Awareness Training module found on California Department of Aging's website: www.aging.ca.gov.

² If a complaint is made by a program participant alleging discrimination based upon a violation of State or Federal Law (22 CCR 98211, 98310, 98340), Grantee is required to immediately notify the VCAAA Grants Administrator. Grantees are required to designate an employee to whom initial complaints or inquiries regarding national origin can be directed.

EMERGENCY CONTACT INFORMATION

Names of person who provides information and assistance at your agency:	
Name:	
Title:	
Phone:	
Email:	
Agency Director – Contact Information:	
Name:	
Title:	
Address:	
Phone:	Evening Phone:
Email:	
Agency Emergency Coordinator - Contact Information:	
Name:	
Title:	
Address:	
Phone:	Evening Phone:
Email:	
Alternate Agency Emergency Coordinator - Contact Information	
Name:	
Title:	
Address:	
Phone:	Evening Phone:
Email:	

NOTE: This information is solely for purposes of communication in case of local disaster and will be kept strictly confidential.

SECTION 1 – ORGANIZATIONAL CAPACITY

A. Mission Statement

Provide a brief summary of your organization's mission statement (use only space provided):

B. Service Regions

Please check (X) all that apply:					
Camarillo Somis, Santa Rosa Valley	☐	Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach	☐	Simi Valley	☐
Fillmore	☐	Piru, Rancho Sespe	☐	Somis	☐
Moorpark	☐	Port Hueneme	☐	Thousand Oaks, Newbury Park	☐
Ojai Valley	☐	Santa Paula	☐	Ventura, Saticoy, Montalvo	☐

C. Organizational Impact

Describe the impact of your organization's core services and how grant funding will improve this impact.

D. Collaborations (not including VCAAA)

Please list the major organizations your agency collaborates with to provide grant-funded services.

Name of Collaborating Agency		Role or Purpose Relative to this Grant	Proposed or Current Collaboration?	Informal or Formal Agreement (MOU, etc.)?
1				
2				
3				
4				

Describe your organization's experience in coordinating with these local and regional community services to integrate the service delivery system in the counties for which you are bidding; specifically, how these efforts have led to increased opportunities for older adults to access services.

SECTION 2 – FISCAL

A. Project Budget

Please complete and submit the FY 2017-18 Project Budget.

B. Fiscal Management

List the contact information of the person responsible for the fiscal management of the grant.

Name:	
Title:	
Phone:	
Email:	

Describe the fiscal management procedures to be used to manage this grant (use only space provided):

C. Funding Contingencies

The amount of your agency's grant is contingent upon the availability of state and federal funds. In the tables below, explain how your agency would handle an increase or decrease in grants funds.

Funding Increase

In the table below, list what your agency would do with additional "one-time-only" funds, if available. List a minimum of one and a maximum of five items/events. Typically, these funds are for one-time expenditures, such as equipment, workshops, special events, flyers, etc.

Priority	Item or Event	Estimated Cost REQUIRED
1		\$
2		\$
3		\$
4		\$
5		\$

Funding Reduction

If grant funds are decreased, explain how your agency would reduce services funded by the grant:

D. Revenue Sustainably Plan

This section applies only to nonprofit agencies. Your agency is expected to ensure the continuation of the grant-funded project at the close of the grant's funding cycle. List any major revenue generating activities your agency is planning this fiscal year to build financial support. **Please be specific.**

Major Revenue Generating Activities Planned	Anticipated \$ Amount and Month/Year to Receive Funds	
	\$	Date:
	\$	Date:
	\$	Date:
	\$	Date:

Please check (X) one ➡		YES	NO		
Will this program ever be able to operate without funds from the VCAAA (Older Americans Act and/or Older Californians Act and/or state funds)?		☐	☐		
If YES, list month and year when project will be self-sufficient ➡					
If NO, provide an explanation as to why program cannot be self-sufficient (use only space provided):					

SECTION 3 – SCOPE OF WORK AND SERVICE REQUIREMENTS

A. Changes In Service

Please review the file copy of your agency's FY2016-2017 grant application that was submitted to VCAAA, then answer the following questions to indicate any changes in FY 2017-18:

Please check (X) to answer questions below →		YES	NO
Are there changes with ...			
1	Scope of work, i.e., number of meals proposed to provide? (See Scope of Work table on following page to verify service units to be provided.)	☐	☐
2	Scope of work, i.e., how you are implementing the grant-funded project?	☐	☐
<i>If YES, please explain:</i>			
3	Are you applying to prepare and package some or all meals in your own kitchen?	☐	☐

If YES, please describe the frequency you anticipate serving home-made meals.

Additionally, please provide homemade meal recipes with 3 months of sample menus.

Please check (X) to answer questions below →		YES	NO
Are there changes with ...			
1	Geographical areas in the county where the grant-funded services will be provided?	☐	☐
2	The hours that the grant-funded services will be available?	☐	☐
3	Your organization's mailing address?	☐	☐
4	The location(s) where grant-funded services are provided to clients?	☐	☐
5	Job descriptions of staff or volunteers (if applicable) providing grant-funded services?	☐	☐
6	Fiscal management policies and/or procedures relative to this grant?	☐	☐
7	Personnel regarding fiscal management of this grant?	☐	☐
8	Determining eligibility for a client to receive grant-funded services?	☐	☐
9	Policies and procedures re donations by clients receiving grant-funded services?	☐	☐
10	Client evaluations regarding grant-funded services they have received?	☐	☐
11	Training provided for staff and volunteers re grant-funded services?	☐	☐
12	Targeting priorities?	☐	☐
13	Compliance with Americans with Disabilities Act?	☐	☐
14	Collaborations?	☐	☐
15	Subcontractors (if applicable)? Note: Subcontractors must be preapproved by VCAAA Grants Administrator	☐	☐

If you answered YES to any questions above, please provide a description of the changes:

Item #	Description

B. Service Proposal

Projected Meals – The following table represents the number of meals projected to be served from each meal site in FY 2017-18, with available funding.

#	Service Region	Projected # of Congregate Meals (C-1)	Projected # of Home-Delivered Meals (C-2)
1	Camarillo, Somis, Santa Rosa Valley	500	22,000
2	Fillmore	5,000	3,500
3	Moorpark	3,600	5,000
4	Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach & Silverstrand	13,000	22,600
5	Port Hueneme	0	6,200
6	Santa Paula	4,800	6,000
7	Simi Valley	11,000	35,400
8	Ventura, Saticoy, Montalvo	10,000	14,000
9	Thousand Oaks, Newbury Park	12,500	0
10	Ojai	3,400	13,300
11	Piru & Rancho Sespe	2,800	3,540
Totals:		66,600	131,540

FY2017-18 Projected Funding for Meal Service	
Jordano's Food	\$792,560
SNP Meal Sites	\$577,770
Total Meal Service Funding Available:	\$1,370,330

A limited funding amount is available for Older Americans Act programs.

Funds will be distributed based on the number of meals providers propose to serve, funding congregate (C-1) at \$2.75 per meal and HDM (C-2) at \$3.00 per meal, with an additional \$4.00 per meal for food costs for made-from-scratch meals. *Since the cost of food per meal is variable, the estimated total cost of these meals may be higher or lower.*

Proposed Meals – Please complete the following table to indicate the number of meals you are applying to provide in FY 2017-18.

Proposed # of Congregate Meals (C-1)	Proposed # of Home-Delivered Meals (C-2)

C. Service Contingency Plan

- Describe how your agency will deal with demands for service that exceed proposed and restricted service levels.

Answer:

- How will you determine who is wait listed for meals and who receives priority?

Answer:

SECTION 4 – TARGETING AND PUBLIC RELATIONS

A. Targeting

Grantees are required to priority preference to providing services to older individuals with greatest economic need and older individuals with greatest social need **with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.**

Greatest Social Need - A social need is the result of non-economic factors, e.g., physical and/or mental disabilities, language barriers, or cultural and/or social isolation and/or racial and ethnic status. They restrict a person's ability to perform normal daily tasks or threaten his or her capacity to live independently. An older individual is in greatest social need if s/he has two (2) or more of the following characteristics: is physically and/or mentally disabled, has a language or communication barrier, lives alone, or is aged 75 or older.

Greatest Economic Need - Any person 60 years of age or older whose income level is estimated to be at or below the 2009 Department of Health and Human Services guidelines for the federal poverty level.

All grants funded with Title III B, D, E and VII dollars MUST provide services to persons age 60 and older regardless of income level.

Describe specific efforts and activities that your organization will make to serve seniors in greatest social and economic need:

B. Compliance with Americans with Disabilities Act

Please check (x) to answer questions below →		YES	NO
1	Is/are your project site(s) ADA handicapped accessible?	☐	☐
2	Has your agency incorporated accessibility symbols into brochures, advertisements or other materials that describe your services?	☐	☐
<i>If you answered NO to either of the above questions, describe steps your agency has taken to increase public awareness for accommodations for clients with disabilities; and what other steps, if any, has your agency taken to meet the needs of these clients (use only space provided):</i>			

C. Limited English Speaking Participants (LEPs)

Grantees are required to take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services. This includes but is not limited to providing grant-funded services using interpreters or bilingual staff; providing translated written materials, e.g., descriptions of available services and programs, etc. Complete the information requested below:

Projected number of limited English speaking persons (LEP) to be encountered by the grant-funded program in FY 2017-18:	
Projected frequency (daily, monthly, etc.) with which LEP individuals will come in contact with your agency's grant funded program:	
<i>Nature and importance of services to be provided to LEP individuals:</i>	
<i>If your agency has written materials that describe the grant-funded program and services available in another language (e.g., Spanish), please list those languages:</i>	



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: April 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Recognize Revenue and Appropriate Augmented Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2017/2018

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That City Council:

- 1) Recognize revenue in the amount of \$115,786 and appropriate matching funds of \$49,640 for the Retired and Senior Volunteer Program grant, and
- 2) Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

BACKGROUND

For the past 40 years the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP), which last year served over 500 volunteers age 55 and older. In 2016, RSVP volunteers assisted nearly 40 non-profit or public agencies, served more than 71,000 hours and provided approximately \$2 million of time and talent to our community. The largest priorities addressed are fighting hunger through food collection and distribution and helping seniors live independently longer by improving physical fitness and combating social isolation.

Recognize Revenue and Appropriate Augmented Funds for the Retired and Senior Volunteer Program (RSVP)
 April 11, 2017
 Page 2

Special projects operated by RSVP include RSVP Bone Builders, which last year provided osteoporosis exercise classes to more than 1,000 seniors; Tai Chi: Moving for Better Balance, which recently initiated the first two classes; the CarFit program, which checks that seniors are using their car's safety devices correctly; and Seniors With Aptitude, Talent & Time (SWATT), which provides one-time volunteers for special events or bulk mailings.

The RSVP grant is funded by the federal Corporation for National and Community Service (CNCS). The purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high quality service experience that will enrich the lives of the volunteers. Grant agreements with CNCS are awarded on a three-year basis, with FY17/18 being the second year of this cycle. The City Council reviewed and accepted the first year of the RSVP grant on April 19, 2016.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

Approval of the recommendation will add an additional \$24,776 from General Fund salary savings of Senior Nutrition Division to the \$24,862 of Transfers To Other Funds-Match (Account 101-5503-805.87-33) included in Adopted FY16-17. With the General Fund match of \$49,640 and grant award of \$115,786, the total appropriation to the RSVP Grant FY17-18 (Project 774807) will be \$165,426.

ATTACHMENTS:

Attachment A: RSVP Grant - Request for Special Budget Appropriation

Recognize Revenue and Appropriate Augmented Funds for the Retired and Senior Volunteer
Program (RSVP
April 11, 2017
Page 3

Notice of Grant Award

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Cultural & Cmty Svcs

Date: April 6, 2017

Project/Program

Manager: Renee Rakestraw

Phone: (805) 385-8019

Reason for Appropriation:

To recognize full award of \$115,786 for RSVP Grant which is funded by the Corporation for National and Community Service under grant number 16SRPCA005 and a City Match of \$49,640 from Senior/Special Populations.

Accounts and Descriptions

AMOUNT

Fund: 101 - GENERAL FUND

Expenditures/Transfers Out

SENIOR/SPECIAL POPULATIONS 5503

101-5503-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	(24,862)
101-5503-805.87-33	TRANSFERS / TSFR TO FEDERAL GRANT FD	24,778
	Sub-total Expenditures	0

Net Change to Fund Balance 0

Fund: 263 - RSVP

Revenues/Transfers In

RSVP40 GRANT FY 17-18 263-5503 (Project #774807)

263-5503-534.72-85	GRANT REVENUES / COUNTY GRANT REVENUE	115,786
	Sub-total Grant	115,786

RSVP GENERAL FUND MATCH 263-4856 (Project#774807)

263-4856-531.72-20	GENERAL FUND MATCH - FED. GR	49,640
	Sub-total General Fund Match	49,640
	Sub-total Revenues	165,426

Expenditures/Transfers Out

RSVP40 GRANT FY 17-18 263-5503 (Project #774807)

263-5503-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	26,659
263-5503-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	18,778
263-5503-805.81-02	MATERIALS AND SUPPLIES / SUPPLIES - OFFICE	2,770
263-5503-805.81-04	MATERIALS AND SUPPLIES / SUPPLIES - SHOP & FIELD	30,209
263-5503-805.81-09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	6,400
263-5503-805.82-09	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	5,100
263-5503-805.82-16	CONTRACTS & SERVICES / SERVICES-PRINTING & BIND	6,650
263-5503-805.82-42	CONTRACTS & SERVICES / GENERAL LIABILITY INSUR.	1,450
263-5503-805.83-41	MAINTENANCE SERVICES / RECOGNITION OF PUB GUESTS	8,855
263-5503-805.83-43	MAINTENANCE SERVICES / TRAINING/WORKSHOPS/MTNG	3,550
263-5503-805.83-45	MAINTENANCE SERVICES / MILEAGE REIMBURSEMENT	2,365
263-5503-805.83-72	MAINTENANCE SERVICES / EXPENSE REIMBURSEMENTS	3,000
	Sub-total Grant	115,786

RSVP GENERAL FUND MATCH 263-4856 (Project #774807)

263-4856-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	29,125
263-4856-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	20,515
	Sub-total Match	49,640
	Sub-total Expenditures	165,426

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: April 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: 2-1-1 Ventura County (5/5/5)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That the City Council receive a report on 2-1-1 Ventura County, a program of Interface Children & Family Services.

BACKGROUND

2-1-1 Ventura County, a program of Interface Children & Family Services, is the comprehensive information and referral service of Ventura County. The 2-1-1 program connects over 20,000 Ventura County callers annually with information about health and human services available to assist them. The 2-1-1 Ventura County phone service is available 24 hours a day, 7 days a week in 150 languages through phone interpretation services. Launched on February 11, 2005, 2-1-1 Ventura County was the first active 2-1-1 in the state of California.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

2-1-1 Ventura County (5/5/5)

April 11, 2017

Page 2

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

Objective 1c. Highlight our continued efforts to address Domestic Violence.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

The City of Oxnard annually contributes on average \$33,000 - \$37,000 depending on the call volume by Oxnard residents. The contribution is included in the General Fund Non-Departmental Operating Budget.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: April 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program
Update (10/15/5)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That City Council receive a report from staff providing an update on the 2015-2017 California Gang, Reduction, Intervention, and Prevention (CalGRIP) program.

BACKGROUND

In mid-2014, the City applied for and received funding from the Board of State and Community Corrections for a three-year California Gang, Reduction, Intervention and Prevention program grant. The grant allotted \$1.3 million (\$439,700 per year) for calendar years 2015-2017 to implement the Triple R Project.

The Triple R Project is a community-based, and promising practices gang intervention and prevention approach that places collective community resources in services to embrace the City of Oxnard's gang-involved, gang-exposed, and gang-affiliated youth ages 15-24 and their families. Triple R aims to restore hope and create a safe and respectful environment for youth at risk of initial or recurring gang involvement. The Triple R Project represents a shift in thinking that moves some of the emphasis from incarceration and retribution to transformation and restoration.

RRR consists of four tiers:

- Tier 1: referral network and outreach;
- Tier 2: life guidance (case management by ‘Life Guides’);
- Tier 3: restoration and healing; and
- Tier 4: transformation through building peer relationships between youth and peers known as ‘Navigators’.

Building on past successes and lessons learned in addressing gang violence through collaboration, this trauma-informed approach to personal transformation meets “youth where they are” with culturally competent, evidence-based, evidence-informed, and promising practice interventions to address traumatization, isolation, hopelessness, and lack of opportunity.

Further, to increase the capacity of City partners’ to deliver trauma informed care for youth and their family members, the Triple R Project also delivers trainings to partners in trauma-informed assessment and care and the Community Resiliency Model (CRM).

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

Objective 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

None: Report only

ATTACHMENTS:

Attachment A: RDA Evaluation

City of Oxnard CalGRIP Evaluation Triple R Project

2016 Annual Report



Prepared by:

Resource Development Associates

March 2017



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Introduction

Project Description

The Triple R Project is a community-based gang intervention and prevention program that places collective community resources in services to embrace the City of Oxnard's gang-involved, gang-exposed, and gang-affiliated youth ages 15-24 and their families. Based on evidence-based and promising practices in youth development and violence prevention, the Triple R project is funded through a three-year California Gang Reduction, Intervention, and Prevention (CalGRIP) Program grant (2015-2017) for \$439,700 per year or \$1.3M total. The grant is managed by the City of Oxnard Office of Youth Safety in partnership with a contracted community-based partner, Interface Children and Family Services (ICFS).

Triple R – which stands for Recover, Repair, Restore – aims to restore hope and create a safe and respectful environment for youth at risk of initial or recurring gang involvement. The Triple R Project represents a shift in thinking that moves some of the emphasis from incarceration and retribution to transformation and restoration. The project in itself focuses on achieving individual behavioral changes and increasing the community's awareness of trauma-informed care, thus the anticipated results will reflect a personal transformation of the youth served rather than a reduction of city crime. Building on past successes and lessons learned in addressing gang violence through collaboration, this trauma-informed approach to personal transformation "meets youth where they are" with culturally competent, evidence-based, evidence-informed, and promising practice interventions to address traumatization, isolation, hopelessness, and lack of opportunity.

The Triple R Project consists of four tiers:

- Tier 1: referral network and outreach;
- Tier 2: life guidance (case management by Life Guides);
- Tier 3: restoration and healing; and
- Tier 4: transformation through building peer relationships between youth and peers known as Navigators.

To increase the capacity of City partners' to deliver trauma informed care for youth and their family members, the Triple R Project also delivers trainings to partners in trauma-informed assessment and care and the Community Resiliency Model (CRM).

Triple R Project Goals

1. City partners develop and sustain a trauma-informed approach to client assessment.
2. Gang-involved youth become aware of community support and move toward healing and purpose.
3. Gang-involved youth and families are given an opportunity for learning and access to community support.
4. Gang-involved youth who are motivated to heal from trauma will be provided with intensive counseling.
5. Oxnard will grow its own corps of transformed gang members to support and positively influence other gang-involved youth.

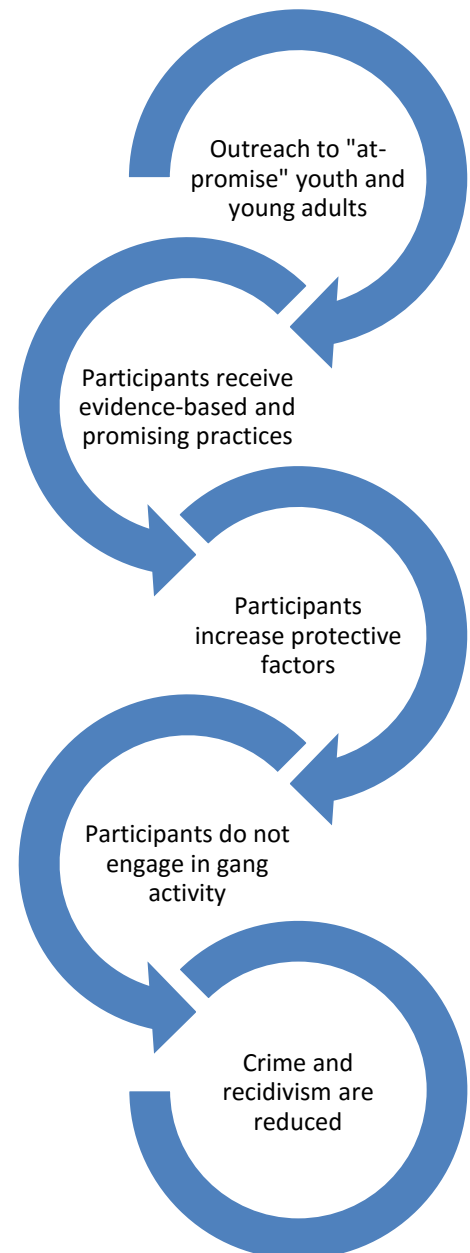
Target Population

City of Oxnard Police sources estimate that there are approximately 2,400 gang members in Oxnard. The Triple R Project targets gang-involved, gang-affiliated, and gang-exposed youth and young adults ages 15-24 and their families. Rather than try to reach young people who are perceived to be “at-risk,” the Triple R Project casts a wide net among partner agencies, schools, and other programs to identify individuals who are “at-promise”—in other words, those who are motivated to make positive changes in their lives, and who express a commitment to embark upon a journey of transformation. “At-promise” youth can also be defined as resilient youth. Resilient youth possess positive motivating traits, such as a positive self-regard, high self-esteem, optimism, motivation, and an internal locus of control.¹ Additionally, resilient youth are found to have a greater opportunity for success when the number or quality of protective factors increase and the number of risk factors decrease.² Protective factors, such as a positive relationship with an adult, are positive factors that reduce adverse outcomes, while risk factors, such as substance use, increase the possibility of a negative outcome. The Triple R Project aims to increase protective factors for program participants in order to prevent and/or reduce gang involvement.

Implementing Evidence-Based Practices

Gang prevention and reduction efforts as part of the Triple R Project center around evidence-based practices as well as several emerging, evidence-informed practices believed to improve outcomes for the program target population. Specific evidence-based programs the Triple R Project uses as part of wraparound services offered include Motivational Interviewing and Moral Reconation Therapy (MRT). Motivational Interviewing, a method that works on facilitating and engaging intrinsic motivation in order to change behavior, is found to have positive effects, such as a reduction in

Figure 1: Triple R Project Theory of Change



¹ McIntyre, K., White, D., and Yoast, R. (1990). Resilience among high risk youth. Madison, WI: Wisconsin Clearinghouse

² Sanders, Mavis G. (2012). Schooling Students Placed At-Risk. New York, NY: Routledge.

substance use for adolescents that are incarcerated.³ MRT seeks to decrease reoccurring contact with the justice system by increasing moral reasoning and research has found it to have a positive effect on reducing re-offense.⁴ Additionally, evidence-informed practices that are used include training in the Community Resiliency Model (CRM) of supporting community members traumatized by violence, mindfulness practices to support healing and transformation, and using restorative justice-informed group circle facilitation methods to support community building, learning, and healing.

Overview of the Evaluation

The City of Oxnard hired Resource Development Associates (RDA) to conduct an evaluation of the Triple R Project. The purpose of the evaluation is to measure both the process and outcomes of the program. The process evaluation includes measures of program implementation, including the number of participants and intended target population, what services have been delivered, and overall lessons learned in the program's formative stage. The outcome evaluation seeks to measure changes that youth have experienced during their time participating in the Triple R Project. Table 1 lists the key outcome areas in which the evaluation measures changes over time based on the Triple R Project theory of change.

Table 1. Triple R Participant Outcome Measures

Outcome Measures	
Quantitative Measures	Qualitative Measures
• Employment status	• Substance use behavior
• Educational status	• Emotional wellbeing
• Probation/parole status and violations	• Level of family conflicts
• Depth of gang involvement	• Level of safety in home environment

RDA used a mixed methods approach that includes both quantitative and qualitative data collection and analyses to assess the extent to which Triple R was implemented with fidelity and achieved its desired outcomes (see Table 2). This approach gives us the ability to corroborate findings across data sources.

Table 2. Year 1 Evaluation Activities

Data Gathered by RDA	Data from ICFS
Interviews with Triple R Project Director and Manager	ICFS Service Delivery Data
Focus Group with Triple R Project Case Managers	ICFS Participant Status Tracking Data
Focus Group with Triple R Project Outreach Partners	ICFS Community Training Data
Focus Group with Youth MRT Participants	
Focus Group with Parents of Youth MRT Participants	
Youth Pre-Post Surveys	

³ Stein, L.A.R., Lebeau, R., Colby, S., Barnett, N., Golembeske, C. & Monti, P. (2011). Motivational Interviewing for Incarcerated Adolescents: Effects of Depressive Symptoms on Reducing Alcohol and Marijuana Use After Release. *Journal of Studies on Alcohol and Drugs*, 72(3), 497-506.

⁴ Ferguson Myles, L. & Wormith, S. (2012). A Meta-Analysis of Moral Reconation Therapy. *International Journal of Offender Therapy and Comparative Criminology*, 57(9), 1076-1106.

⁵ Because many youth have not yet completed the follow-up survey, there were not enough data on pre-post changes to present in this report. The youth survey data will be presented in the comprehensive report in 2018.

Results

Who has the Triple R Project served?

The Triple R Project served 96 youth and adult participants from the program start date of November 2015 through December 2016.⁶ This section provides a demographic overview of Triple R Project clients. As described in greater depth below, the client population is representative of the broader Ventura County population and is within the stated age of the target population.

Figure 2. Most participants were Latino/Hispanic (N=96)

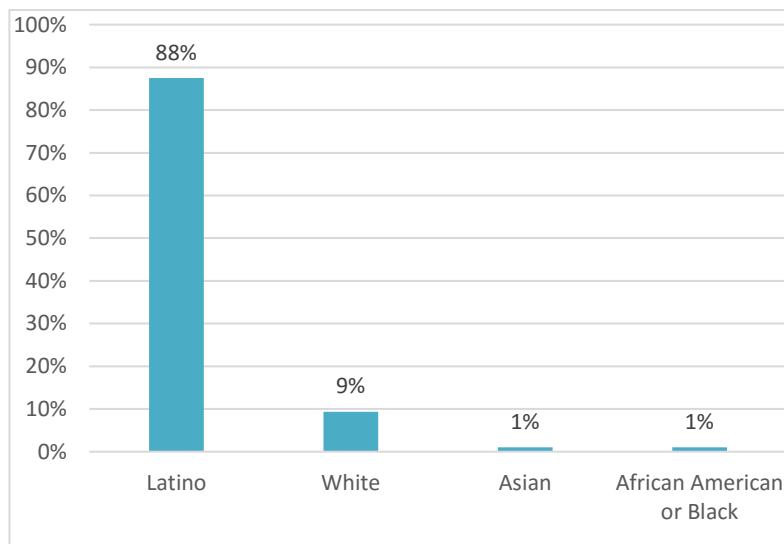


Figure 3. Over two-thirds of participants were male

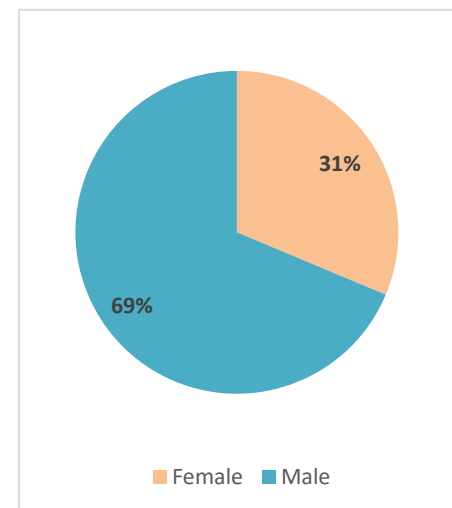
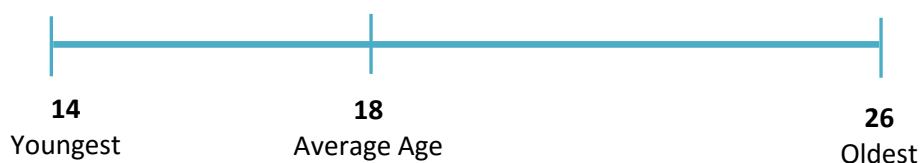


Figure 4. The average age of participants was 18



Most of the Triple R Project participants served during this time period (88%) self-identified as Latino/Hispanic (see Figure 2), which is reflective of the racial composition of the city based upon 2010 U.S. Census data.⁷ Additionally, a majority of the program participants served (69%) were male (see Figure 3). Data that RDA collected on the Probation population in Ventura County indicate that the population is approximately 70% male, which is consistent with the gender breakdown of clients served by the Triple R Project. The average age of program participants is 18, which demonstrates that the program met its goal of reaching youth and/or adults between the ages of 15 and 24 (see Figure 4).

⁶ The 96 participants include all individuals who received an intake with the Triple R Project.

⁷ United States Census Bureau. Retrieved from <https://www.census.gov/quickfacts/table/PST045215/0654652>.

What are the characteristics of Triple R Project clients?

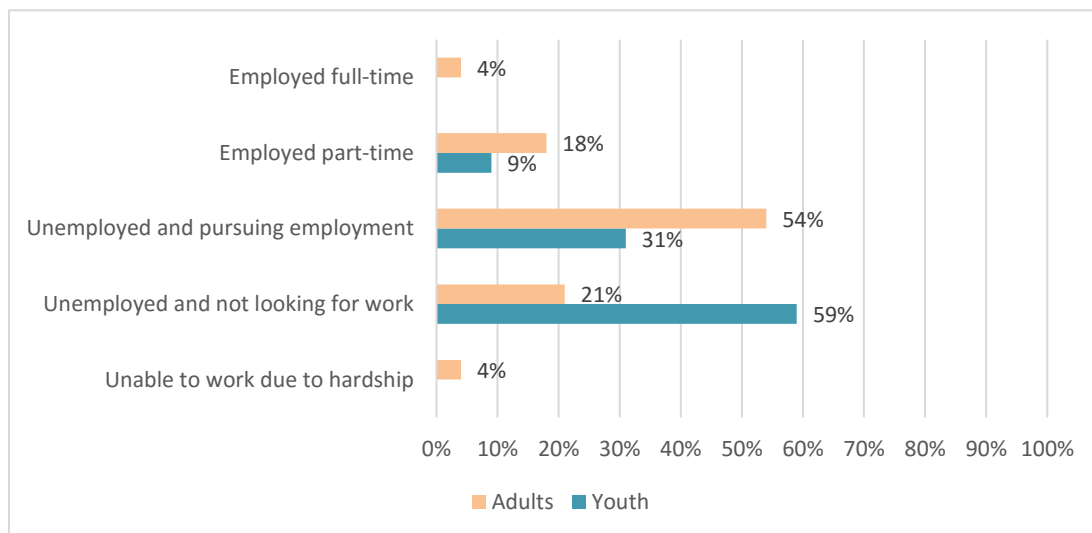
The Triple R Project collects data on areas of client need, including employment, education status, probation/parole status, and depth of gang involvement. Data on indicators of client need are tracked quarterly by Triple R case managers to assess clients' progress while in the program.⁸ Below we report the results of these indicators for clients at intake. Knowing that children and adults often have different needs, the following information is separated by participants who were under 18 (youth) or over 18 (adults) at the time of their intake.

Employment

Figure 5. More adult participants are seeking employment than youth

Youth N=32

Adult N=28



As shown in Figure 5, over half (59%) of youth were unemployed and not looking for work, while over half (54%) of adults were unemployed and looking for work; this is likely a result of adults being older and out of school and less likely to be financially supported by their family.

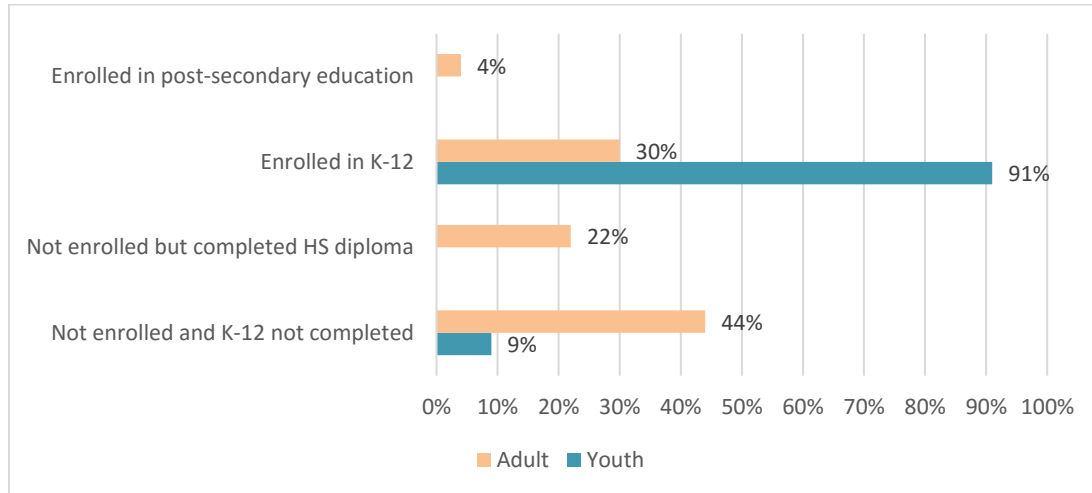
⁸ It is important to note that client status data was only available for 60 of the program participants.

Education

Figure 6. A majority of adult participants have not finished school

Youth N=32

Adult=27



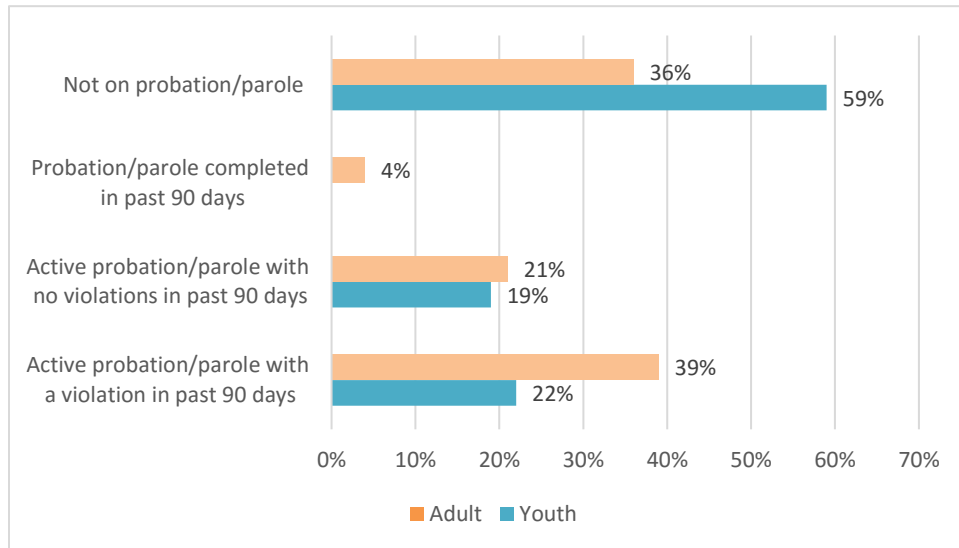
As shown in Figure 6, most youth were enrolled in a K-12 school (91%) at the time of intake. This high proportion of youth enrolled in school demonstrates that the program is reaching the “at promise” population as intended. Among adults, over 40% were not enrolled in K-12 and had not completed their K-12 schooling at the time of intake, indicating a relatively low level of education among adult participants. Only 4% of adult participants had enrolled in post-secondary education.

Probation/Parole Status

Figure 7. Adult participants have greater involvement in the justice system

Youth N=32

Adult N=28



A smaller proportion of youth were on probation or parole supervision compared to adults. Figure 7 shows that less than half of the youth participants (41%) had an active probation case, while over half of adult participants (60%) did have an active probation or parole case at the time of intake. Given that most youth were not on probation at the time of intake, this demonstrates the Triple R Project's goal to reach at-risk youth and help prevent them from becoming heavily entrenched in the justice system.

Gang Involvement

Figure 8. A majority of adult and youth participants report affiliating with a gang

Youth N=32

Adult N=28

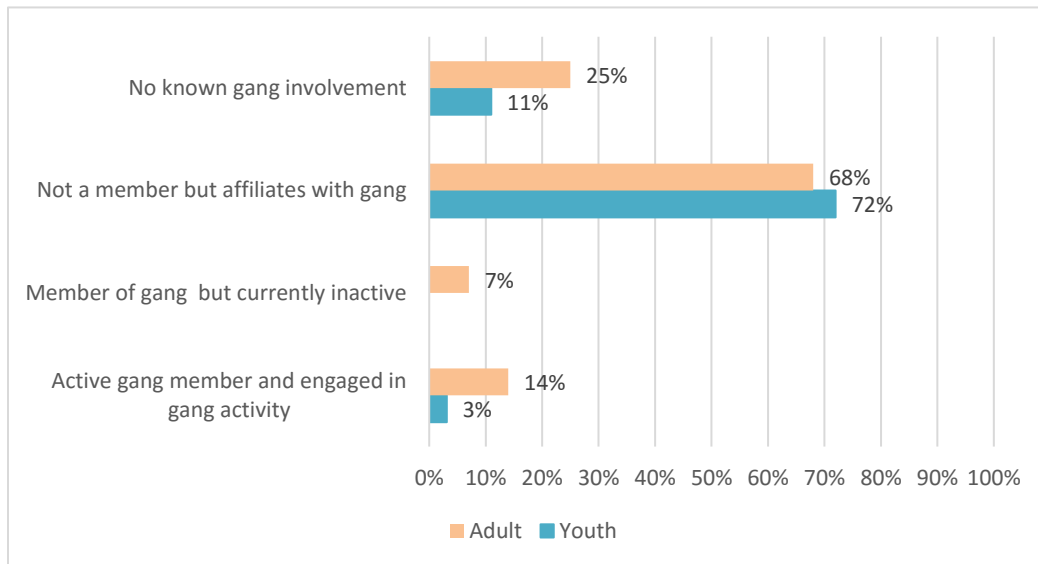


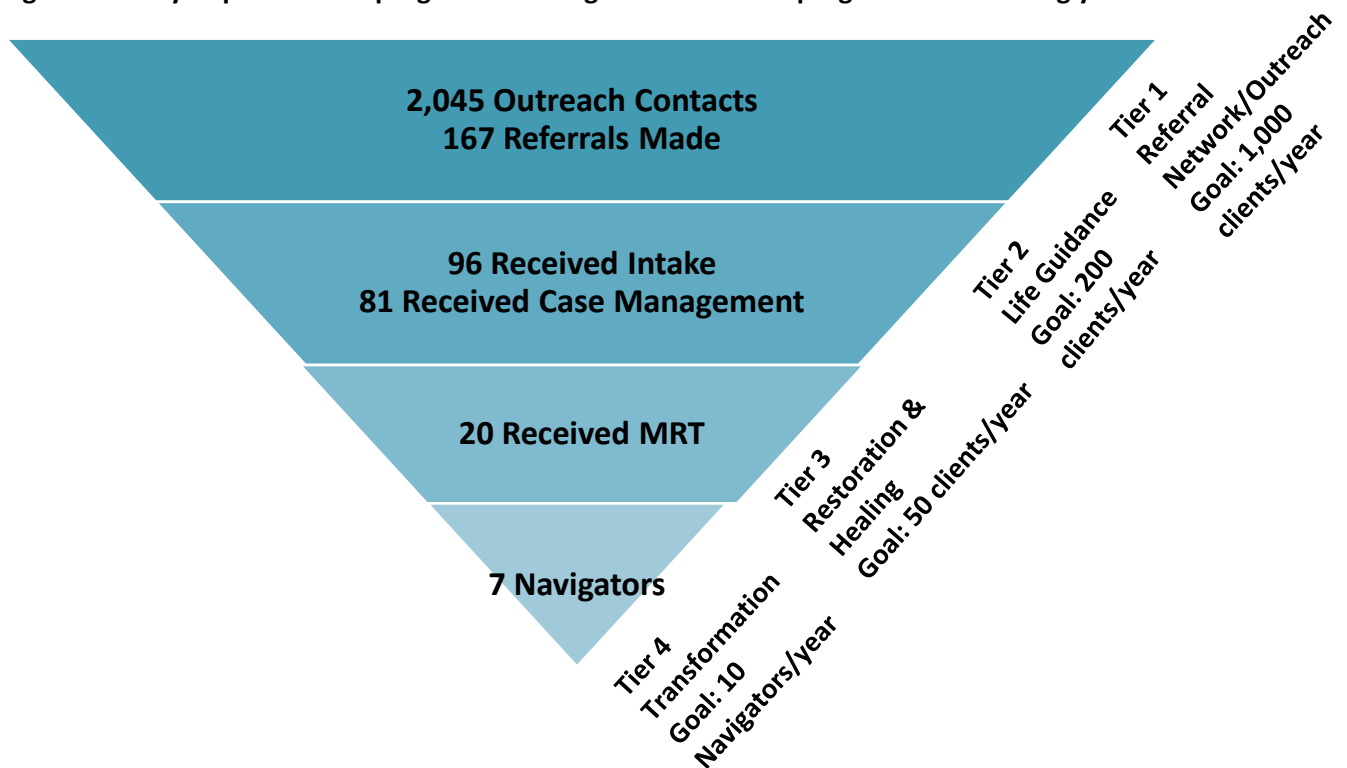
Figure 8 demonstrates that a majority of youth (72%) and adult (68%) participants did not report being a member of a gang at the time of intake but they did report affiliating with a gang. A greater proportion of adults (25%) than youth (11%) had no known gang involvement when they joined the program. At the same time, 14% of adults were active gang members when they joined the program, compared to only 3% of youth.

What have we learned about the implementation of the Triple R Project?

This section discusses the implementation of the Triple R Project from the program start in November 2015 through December 2016. This section includes the numbers of clients served, the depth of services clients received, the completion rate of each service, the program staffing, and data on the community trainings. This section concludes with reflections on lessons learned during program implementation.

Numbers Served

Figure 9. Many Triple R clients progressed through all tiers of the program model during year one



Prior to implementing the Triple R Project, the City of Oxnard set goals for the number of youth the Triple R Project wanted to reach. As shown in Figure 9, the goal for the “Referral Network/Outreach” phase (Tier 1) was to reach 1,000 clients within a year, a goal that the Project exceeded with a total of 2,045 outreach contacts. Not all of the outreach contacts produce referrals to the Triple R Project, as outreach workers take additional steps to assess the fit of each person for the program. Because the program has a relatively narrow target population of “at-promise” individuals, not all outreach contacts are a good fit. The outreach contacts resulted in 167 clients referred to the Triple R Project. Of the 167 individuals referred to programming, a majority were youth (108). With respect to Tiers 2, 3, and 4, the numbers of clients served was fewer than the goal for each tier. Program staff described several reasons for this. For Tier 2, “Life Guidance,” the goal was for 200 clients to receive service; of these, 96 clients received an intake. The most common reason why an individual was referred but did not receive intake was that the client declined services. Other reasons included an inability to get in touch with the individual (e.g., their phone number was not in service), or the individual was not a resident of Oxnard. Of the 96 clients that received

an intake, 81 enrolled in case management services. Reasons why a client may have received intake but did not participate in case management were that program staff lost contact with the client, the client moved, and/or the client was arrested or detained. For Tier 3, 20 clients received Moral Reconciliation Therapy (MRT), compared to a goal of 50 clients. See the “Lessons Learned in Program Implementation” for a discussion of MRT enrollment successes and challenges. For Tier 4, the program set a goal of transforming 10 youth and/or adults into “navigators” to become mentors for incoming participants; Triple R nearly reached this goal, identifying seven participants as navigators.

Outreach and Referrals

Figure 10. The Triple R Project receives referrals from many community partners

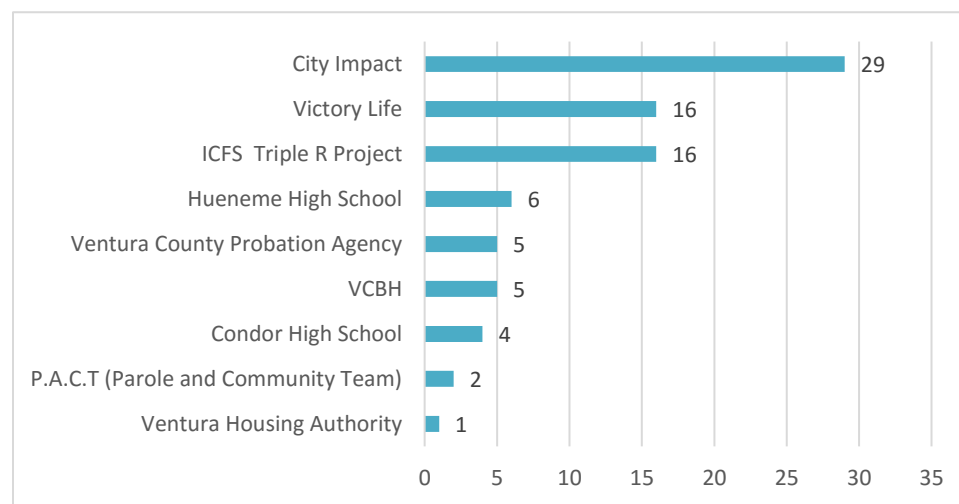


Figure 10 displays the number of referrals made by organizations to the Triple R Project for both youth and adults. As shown, City Impact referred the greatest number of individuals (29), followed by Victory Life (16), and the Triple R Project (16), which independently engaged in community outreach efforts to find participants to refer to the program. The Triple R Project also partnered with a number of law enforcement, education, and social service agencies to recruit participants.

Service Hours

Table 3. Youth had a greater number of interactions with case managers as compared to adults

	# of Clients	Average # of Sessions	Min # of Sessions	Max # of Sessions
Youth	41	9	1	51
Adults	40	6	1	20

Depending on a client's level of need assessed at intake, case managers meet with their clients weekly, bi-weekly, or on a less frequent basis as needed. Case managers work with clients to set goals and work toward meeting those goals. Case managers have also provided referrals to a number of outside programs and services (see Appendix A for complete list of referrals made). Table 3 displays the number of sessions that youth and adult participants had with case managers. Youth on average engaged with their case manager nine times, while adults had an average of six sessions with a case manager. Additionally, youth experienced the greatest number of interactions with a case manager (51), in comparison to adult participants (20).

Participant Completions by Service Type

Figure 11. More than three-quarters of participants completed or remain enrolled in case management

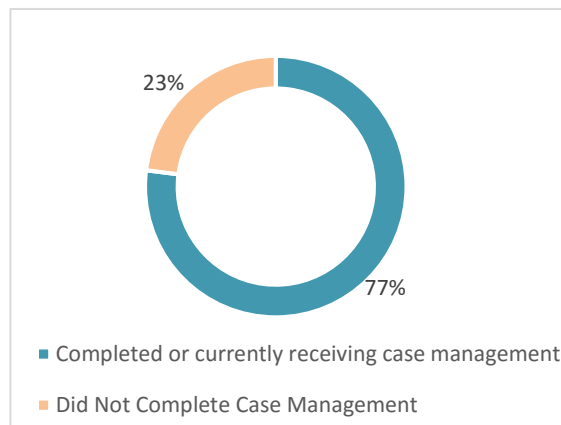
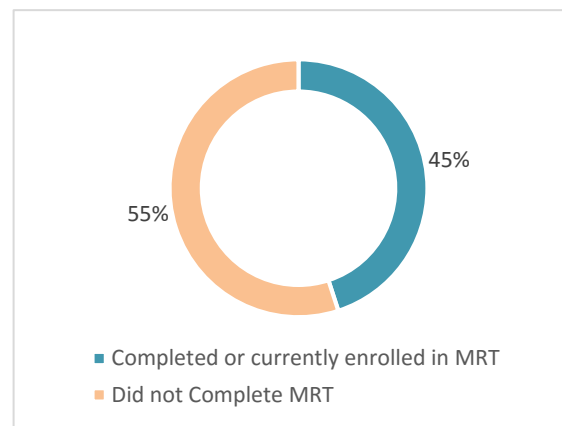


Figure 12. Nearly half of the participants completed or remain enrolled in MRT



Figures 11 and 12 display the successful completion rate of Case Management sessions and Moral Reconciliation Therapy (MRT) for Triple R participants. The percent of clients that did not complete MRT (55%) was greater than the percent of clients who did not complete case management (23%).

Program Staffing

The Triple R Project staff consists of one program manager and three staff who provide direct services to clients. They each had areas of specialization, which allowed them to address their clients' different needs. For example, one staff member had experience managing sober living homes for adults, another was previously working for The Ventura County Juvenile Specialty Court, and the other held expertise in facilitating MRT. One of the goals of the program was to ensure that staff have received training in evidence-based and promising practices. ICFS has trained staff in the following skills:

- Moral Reconciliation Therapy (MRT)
- Motivational Interviewing
- Mindfulness
- Restorative/Healing Circles
- Trauma Informed Care
- Racial and Ethnic Disparities

Community Trainings

In addition to providing clients with direct services and community referrals, Triple R provided community organizations with capacity building trainings to increase their ability to foster healthy communities. ICFS delivered five community trainings to over 25 public and nonprofit agencies, with a total of 135 attendees. The full list of community trainings and participants is presented in Appendix B.

Lessons Learned in Program Implementation

Qualitative interviews RDA conducted with outreach workers and Triple R staff provide insight as to why it was difficult to meet some of the goals initially set for program intakes and services delivery. Case managers and outreach workers agreed that it was more difficult to get adults to participate in the program compared to youth. Case managers believed this was due to many adults having increased responsibilities and recognizing finding employment as their first priority rather than participating in a program. Although it was difficult to engage adults early on, ultimately the numbers of youth and adults receiving case management services were similar (41 youth and 40 adults), indicating progress in engaging the adult population.

Another early challenge the Triple R staff encountered was that it was difficult to find and recruit committed clients for the program. Triple R staff and outreach workers agreed that part of this difficulty was due to the limited direct communication between Triple R staff and outreach workers regarding what types of clients the Triple R Project was looking to serve. To address the communication and collaboration challenges, Triple R staff and partnering agencies formalized communications by establishing regular meetings between the partner agencies focused on program outreach. Both outreach workers and ICFS

"It's hard getting folks to commit, especially this age group 14-24; they will wiggle out if they can, so we have to stay on top of them and that can be hard."

-Triple R Case Manager

staff felt the extent of collaboration improved throughout the duration of the program, as did their ability to identify appropriate clients for the Triple R Project.

“I like MRT so much and it has really helped me you know, so now I hope I can go on with MRT.”

-Triple R Youth MRT Client

Program data demonstrated that it is more difficult to get participants to commit to completing intensive services, such as MRT. MRT participants are required to attend classes twice a week and each session lasts two hours. Although staff had a difficult time getting clients to commit to participating in and completing MRT due to the increased time commitment, staff we spoke with indicated that once individuals became engaged in MRT, they became devoted to the program. As an example of youth engagement, when Triple R staff

began to offer incentives to youth who attended the MRT sessions, the participants unanimously agreed that they would rather wait until they had completed the entire MRT program to receive their incentives; they did not feel they needed an incentive to show up to the group on a weekly basis. Staff described that it was particularly challenging to enroll adults in an MRT group. Staff presumed that this was because adults’ conflicting responsibilities to work and meet their basic needs; however, the evaluation warrants further exploration of the reasons why it has been difficult to engage adults in MRT.

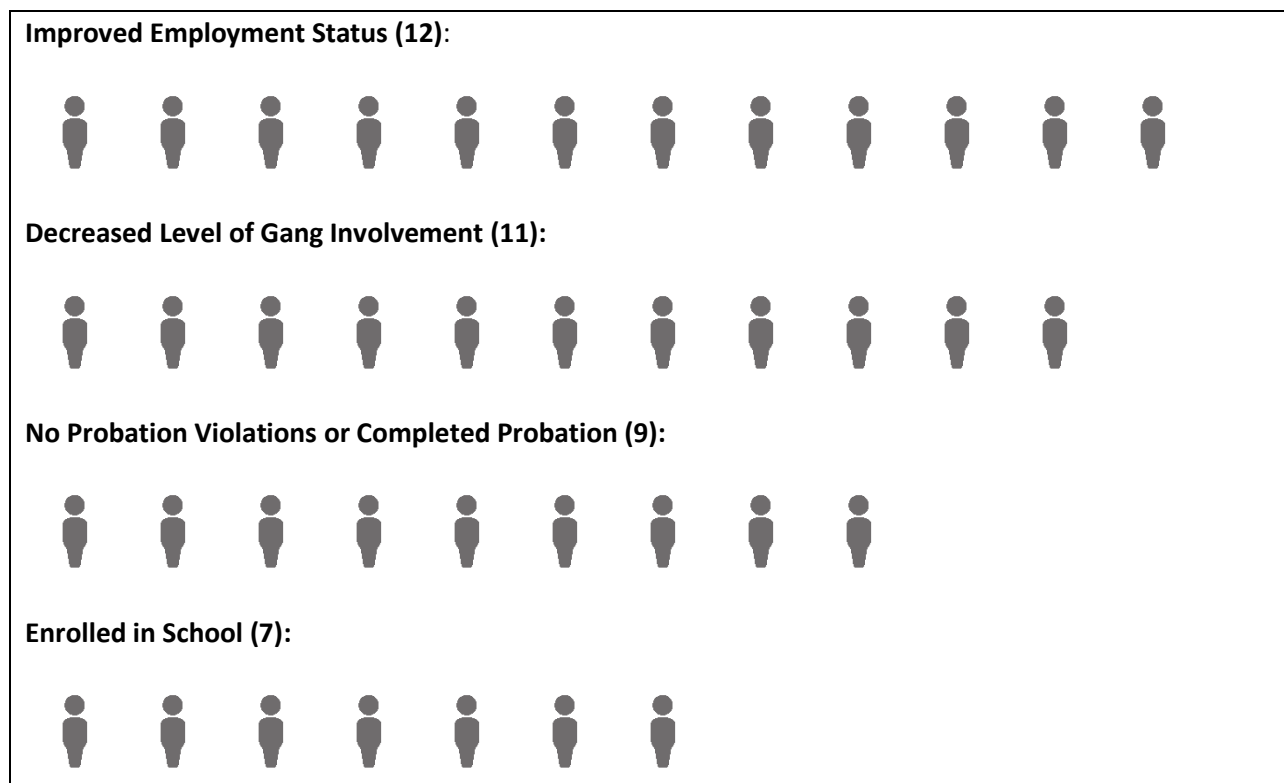
One final area of challenge that the program encountered was attempting to meet the needs of clients and their families with only part-time staff. The staff we spoke with felt they did not have enough time to devote to case management to assist their clients adequately. In particular, staff expressed that the time spent on transportation—such as picking clients up and taking them to case management appointments and MRT groups—required a great deal of their time. In addition, staff commented if they had more time, they would be able to provide support to clients’ families (parents, siblings, etc.), which would further benefit the client and their family.

What outcomes have Triple R clients experienced?

ICFS case managers tracked clients' status across five data indicators on a quarterly basis throughout clients' participation in the Triple R Project (see Appendix C). Below we report how clients' status changed across four indicators: employment status, gang involvement, probation status, and educational enrollment. With regard to the fifth indicator, program interruptions, we found that most participants did not have a program interruption indicated.

Status Change of Program Participants

Figure 13. Program participants experienced positive changes in employment status, level of gang involvement, probation status, and school enrollment



With respect to employment, 12 participants demonstrated a positive change in their employment level while six participants demonstrated a negative change. As an example of how this change was calculated, if a participant began programming working part-time and later found a full-time job, this was considered a positive change in employment status for the purposes of our analysis. The same is true if an individual went from unemployed to part-time employment.

Eleven participants demonstrated a decrease in gang involvement at the time of their follow-up survey (generally 90 days from intake), while only one showed an increase. A decrease in gang involvement signifies that a client may have gone from an “active gang member and engaged in gang activity” to a “member of a gang but currently inactive,” or from “not a member but affiliates with gang members” to

“no known gang involvement.” Of the 11 participants that had a positive outcome, seven participants had no known gang involvement at the time of their follow-up survey. In the case of the participant that demonstrated an increase in involvement, the participant moved from “no known gang involvement” to “not a member but affiliates with gang members.”

Nine participants either successfully participated in their probation supervision without committing a violation during the program or completed their probation successfully while in Triple R. Only one participant experienced a negative change in probation status while in the program, going from “not actively on probation” to “actively on probation.” While participating in programming, seven participants enrolled in school, while two participants un-enrolled or left school without completing.

Feedback from Triple R Clients, Parents, and Staff

Triple R participants, parents, and case managers all perceived that clients have experienced positive outcomes as a result of participating in Triple R. The outcomes they observed included:

- ✓ Reenrollment in school;
- ✓ Obtaining employment;
- ✓ Decreases in substance abuse and gang association;
- ✓ Increased honesty and improved relationships with family members;
- ✓ Improved self-esteem;
- ✓ Improved control over emotions; and
- ✓ Improved probation status (e.g., client allowed to remain on informal probation).

Interviews RDA conducted with clients and their parents indicated that many clients experienced positive transformations due to their participation in the Triple R Project. Youth indicated that since participating in MRT, they began to respect their parents more, saw the importance of telling the truth, and changed their behavior. Many youth described how their relationships with family members improved as a result of participating in the program. Older youth also valued the opportunity to serve as mentors for the younger youth in the MRT group.

“[MRT] has been helping me with a lot of things, like being honest and being respectful and owning up to stuff. It helps me think more positive than the way I used to think.”

-Triple R Youth

“The [Triple R] program keeps me out of the streets. I learned not to lie to my parents. I used to lie to them. One time I stole \$1,000 from them. I want to be in this program because I want to change.”

-Triple R Youth

Youth shared that they were able to successfully work toward the goals they set with their case manager. For example, case managers helped youth enroll in school and fill out job applications. Youth appreciated the relationship they have built with their case managers, whom they described as mentors. They liked that they could easily contact their case manager by text message and that their case managers took the time to bond with them by taking them out to meals.

Parents also spoke highly of the program and conveyed that Triple R has improved their communication and relationship with their children. Parents emphasized that the program has helped their children change their way of thinking. Parents noticed key shifts in their children’s behavior, including that their children are more honest, communicative, and relaxed when they are at home. Most of all, parents felt the program and their case managers keep them out of trouble. Several parents observed that their children had reduced their drug use since participating in the program.

“My son has changed a lot. He’s more respectful. He doesn’t say bad words. He helps people. He helps with his siblings, gives them advice about not drinking, not doing drugs.”

-Triple R Parent

Parents also spoke about the support that they themselves have received from Triple R case managers, highlighting that case managers have helped them reduce stress and meet their families’ needs. Case managers give parents advice, help them navigate confusing court and school systems, and provide referrals for additional support such as counseling services.

“The program has changed my son’s way of thinking. I’ve noticed he feels more important now; that replaced the gangs, which in the past made him feel important. Now, he feels other things are important, things like coming here and getting a job. When kids don’t feel important, that’s when they turn to gangs.”

-Triple R Parent

Parents wished they had an opportunity to work even more closely with the Triple R case managers. They also suggested that the Triple R Project could increase its impact if there were even more opportunities for programming, such as on the weekends.

Triple R Staff we spoke with felt that clients who participated in MRT demonstrated tremendous growth and progress towards their goals. As evidence of this, most of the Youth Navigators have come from the MRT program.

Client Stories of Success

The process of client transformation and clients' stories of success were written by Triple R staff and are displayed below. Pseudonyms are used in these stories to protect the confidentiality of the clients in the Triple R Project.

Client Goal: School Enrollment

Edgar was referred to Triple R for behavioral issues, substance abuse, and high-risk gang involvement. He was expelled from school for possessing a knife. His mother stated that she was distraught. At our first meeting, she gave a brief history of his behavior, including his gang involvement, carrying a weapon for protection and his expulsion from school. He was pending two charges, one for taking the knife to school and the other for tagging. It took the Triple R case manager visiting the home twice before Edgar came out of his room. He presented himself as standoffish, defiant, demonstrated no eye contact, and barely spoke with staff. He reluctantly agreed to participate in Triple R. His mother asked for assistance with enrolling him back into school; he had not been in school for a couple of weeks.

During the assessment process, Edgar's goals were to catch up on credits, as he wanted to be eligible to obtain a work permit and re-enroll in school. With the assistance of his Triple R case manager, Edgar was able to re-enroll in a continuation school. Edgar's case manager did much of the legwork to get Edgar back in school: he picked up the school application, assisted Edgar's mother with filling out the application, and turned in the application for her—Edgar's mother was not able to take time off work to assist with this process as she had exhausted her time off when to attend her son's court dates.

Since entering the Triple R Project, Edgar was accepted to school and he and his mother attended the school orientation. Since participating in Triple R, Edgar has completed probation, continued in school, volunteered to feed the homeless, and graduated MRT. Edgar is now a Youth Navigator and the student leader of his MRT group.

Client Goal: Emotional Wellbeing/Anger Management

Celia was referred to Triple R in April 2016. She had a history of fighting in school, suspensions, and anger issues. Celia comes from a multigenerational family with gang involvement and is gang affiliated. Due to her parents' gang history and current substance use, her grandparents have legal custody of Celia and her sisters. When Celia began the Triple R Project she was guarded, hesitant to talk, and demonstrated no eye contact. She had signs of depression, low self-esteem, anxiety, and depression. During the program, her 16-year-old sister was arrested for a drive by shooting (she was the driver and led police on a chase). There was a lot of resulting chaos in her home and Celia wanted to be able cool down from the turmoil.

Celia has been with the Triple R Project for nine months now and is on Step 10 of MRT. She has been so consistent with MRT that she is now a leader in the group. She is one of the Triple R Project's Youth Navigators. When Celia started trusting the process and her case manager, both her mood and way of thinking shifted. She no longer shows signs of depression, low self-esteem, or anxiety. As a result of her participation in the program, she was referred to pro-social activities, employment services, resources for her and her family, has volunteered at our local food pantries, and was part of a Clean Up Day with the City of Oxnard.

As a Youth Navigator Celia has accompanied staff to outreach events, and has completed presentations to prospective participants. She has been providing peer support and referring other youth to the program. She has not been in any fights since enrolling in Triple R.

Client Goal: Obtain Employment

Daniel was referred to Triple R in December of 2015. Daniel was 19 years old at the time and had recently moved to Oxnard to live with his mother. He was referred to Triple R due to potential homelessness, depression, lack of motivation, anger issues, and substance use. He had few friends in Oxnard, which made him sad and he missed home. During his intake appointment, he was showing signs of chemical withdrawals; he shared that he was a frequent user of synthetic drugs. His goal was to find work—he needed to pay for room and board, and was worried about becoming homeless.

Daniel's case manager started meeting with him once or twice a week. The case manager gave him referrals to substance abuse treatment providers but he declined service; he did not want a detox program, he wanted to work. Daniel and his case manager worked on creating a resume, online job searching, and going out and looking for employment. During Daniel's time in Triple R, he enrolled at ITT Tech and was hired to two part time jobs.

As Daniel started working, his mood shifted. He seemed more content with his life, he found a more positive social circle, and his motivation to work and go to school increased. Daniel's case manager continues to see him and support him and his recovery. Daniel is still working and going to school; because of his transformation he was asked by Triple R staff to be Navigator, but due to his busy schedule, he has decided to focus on work and school.

Conclusion and Key Takeaways

This evaluation of the Triple R Project's first year involved speaking with staff, clients, partner organizations, and analyzing a wealth of program data. The findings from this evaluation have produced the following key takeaways:

- The Triple R Project is reaching the target population it identified: individuals' ages 15-24 who face many barriers to achieving their goals and that are at risk of gang involvement or are gang involved.
- Over time, the Triple R Project has refined its client outreach methods and is now more effectively collaborating with a diversity of program partners to identify individuals that may benefit from their services.
- Triple R staff are passionate about working with clients in an effort to address their needs but they feel they need to be full-time employees in order to more comprehensively support their clients.
- Several clients have experienced positive outcomes since participating in the Triple R Project:
 - 12 clients made progress towards achieving full-time employment
 - 11 clients indicated they had reduced their level of gang involvement
 - 9 clients stayed on probation with no violations or completed their probation term
 - 7 clients reenrolled in school
- Parents, youth, and case managers perceive the program as helping participants achieve their stated goals.

This evaluation of the Triple R Project has identified challenges the program faced in its first year, documented strategies adopted to overcome those challenges, and produced preliminary outcomes that suggest the program is effective in achieving many of its stated goals. In year two, the program should continue to collect data on client outcomes so that more data can be collected in an effort to continue to assess the efficacy of the program over time.

Appendix A: Program Referrals

The Triple R Project has provided clients with a variety of linkages to resources in the community to help them with any additional needs. Provided below is a complete listing of community agencies that clients have been referred to by the Triple R Project.

- Oxnard Dream Center
- LA Dream Center
- Medi-Cal
- CalFresh/Food Stamps
- Social Security Office
- TAY Tunnel
- Opportunities for Learning
- Ed Geis, tutor
- DMV
- Food Share
- Adult Education
- Department of Rehabilitation
- Tattoo removal clinic
- Oxnard College
- City Corps
- Battleground Inc.
- Rescue Mission
- Community Action
- Job / Career Center (JCC)
- USA Staffing
- Pirate Staffing
- Select Staffing
- Dragg
- Ventura County Behavioral Health
- City Impact - Parent Project
- City Impact - PPP
- Food Share
- Clínicas del Camino Real
- PAL
- Boys and Girls Club
- HSA
- ADP
- ICFS Mental Health Department
- ICFS Domestic Violence Department
- Child Development Resources
- ICFS Runaway Youth Shelter
- Vista Charter School
- WIC (Women, Infant & Children) Food & Nutrition

Appendix B: Community Trainings Provided

In addition to providing clients with direct services and community referrals, Triple R provided community organizations with the following capacity building trainings to increase their ability to promote healthy communities.

Table 2. The Triple R Project facilitated several community based trainings during 2015-2016.

Training	Date	Agencies in Attendance	# Attendees
Moral Reconation Therapy	February 2016	• City Impact • Coalition for Family Harmony • Community Action • Oxnard School District • Khepera House	20
Motivational Interviewing	February 2016	• Ocean View School District • Oxnard School District • Khepera House • Prototypes Women's Center • City Impact • City Corp	22
Community Resiliency Model Train the Trainer	April and May 2016	• TAY Tunnel • Lideres Campesinas • MICOP • Ventura County EAP • Public Health • Promotoras • Boys and Girls Club	20
Navigating the Tides of Trauma	June 2016	• Probation • Kids and Families Together • Tri-Counties Regional Center • Community Coalition • Pacific Clinics • Aspiranet • The Coalition for Family Harmony • Channel Islands Social Services	59
Racial and Ethnic Disparity	July 2016	• Office of Youth Safety • Boys and Girls Club • Oxnard Housing • City Council • Oxnard Police Department • Young Life	14
Total:			135

Appendix C. Quarterly Client Status Tracking Tool

Client ID: _____			Date of Assessment: _____	
Instructions: Please complete this form at client intake, quarterly, and upon client completion/removal from the Triple R Project program				
Employment status: Please indicate which best describes the client's current employment status.				
Unemployed and not looking for work	Unemployed and pursuing employment	Employed part-time	Employed full-time	Unable to work due to hardship or disability
Notes:				
Educational status: Please indicate which best describes the client's current educational enrollment status.				
Not enrolled and K-12 not completed	Enrolled in K-12	Enrolled in post-secondary education (college, adult education)	Not enrolled but has completed HS Diploma or GED	
Notes:				
Probation/parole status: Please indicate which best describes the client's current probation/parole status.				
Active probation/parole with a violation in the past 90 days	Active probation/parole with no violations in the past 90 days	Probation/parole completed in past 90 days	Not on probation and, has not been on probation for over 90 days	
Notes:				
Gang involvement: Please indicate which best describes the client's current level of gang involvement.				
Active gang member and engaged in gang activity	Member of gang but currently inactive	Not a member but affiliates with gang members	No known gang involvement	
Notes:				
Interruptions in program: Please indicate if the participant has not participated in the program over the past 90 days due to any of the following interruptions.				
Family emergency	Interruption for unknown reason	No interruptions		
Notes:				



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: April 11, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Public Safety Update - Fire Department (45/10/10)

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, 385-7700

RECOMMENDATION:

That City Council:

1. Receive a report from the Fire Chief: a) identifying organizational challenges inherited by Chief Base, b) explaining staffing and what it takes to operate 24 hours a day/365 days a year, c) summarizing the 2016 accomplishments of the Oxnard Fire Department.
2. Adopt a Resolution amending Resolution No. 14,949 authorizing full time equivalent positions within the Fire Department.
3. Approve budget appropriation of \$1,209,553 from General Fund Reserves to Fund 101-2209 for Academy costs.

BACKGROUND

Fire Department Overview

The Fire Department has had a challenging five years, underlined by multiple Fire Chiefs and turnover of 62 personnel. Maintaining morale has been challenging as firefighters continue to leave Oxnard for better resourced surrounding agencies that have more financial certainty. The appointment of an internal candidate as Fire Chief has brought much needed leadership to the Department.

Darwin Base was promoted to Fire Chief in November of 2016. He is working with the Oxnard Firefighters Association (IAFF Local 1684) to stabilize the Department by moving forward with clear goals and objectives that are in line with the City Council's strategic priorities. He has focused on leadership training, investment in technologies, and increased coordination. Chief Base is implementing changes to the hiring process to reduce the number of trainees lost in academy. In addition, he has established a recruitment officer to develop local Oxnard talent. A Standards of Cover study and evaluation is in progress that will assist with guiding the Department in the best direction to serve the City and its residents.

Workload and Demands

The Fire Department has four divisions: Suppression, Prevention, CUPA and Disaster Preparedness. The Suppression Division staffs eight fire stations and is on duty 24 hours a day, 365 days a year. The department has 33 response personnel assigned to those eight stations each day. The Department staffs 1 Captain, 1 Engineer and 1 Firefighter per Fire Engine and 1 Captain, 1 Engineer, and 2 Firefighters per Ladder Truck, there is also a single Battalion Chief on duty who serves as the shift supervisor. The department also has a two person rescue that is currently 'browned out' to accomplish city budget goals. This is recognized as one of the lowest staffing levels for a city our size in California.

CUPA, Disaster Preparedness and Prevention are available to respond to incidents throughout the City at any time, retaining on-call staff 24 hours a day.

Accomplishing More with Less

The Fire Department is unable to operate effectively on the budget allocated and has relied on State and Federal grant funding to bridge the gaps, purchasing everything from a fire truck to smoke detectors. Since 2010, the Department has been awarded \$12,629,166 in grant funds. Oxnard Fire personnel procured an additional \$3,670,000 in grant funding for regional agencies Ventura County and Ventura City Fire Departments that will provide benefits through better equipment and increased training. Regional grants have allowed the Oxnard Department to work closer with surrounding agencies.

During the 2016 calendar year, the salary and benefits for 18 firefighters was funded by a FEMA SAFER grant, a total savings to the City of \$1,686,518. Grant funding provided by State Homeland Security Grant paid for Hazardous Materials training and supplies. Additional funds from this source paid for CERT classes and 50% of the salary for the Emergency Services Manager.

Grant funding has paid for a Wellness Program directed to Firefighter behavioral health. Our fire department peer support team is now considered a regional asset. Our peers have provided suicide awareness training to Ventura, Fillmore and Oxnard Fire Departments. We are about to provide the same training to all members of the Oxnard Police Department. In 2016, 287 bicycle safety helmets were distributed to youth and 80 child safety seats were distributed and fitted to

low income residents. A Public Service Announcement video/vignette was produced promoting helmet safety and is being distributed throughout the State of California. Grant funding paid for several trainings including Leadership skills, Wildland training and Personal Protective Equipment (PPE), and critically important Fireground Survivability.

In September, the Fire Department partnered with Ventura County Fire Protection District to regionalize Fire Dispatch, easing the burden and expense on Oxnard Police Dispatch. Regionalization and mutual aid allow Oxnard to assist and to benefit from neighboring Fire agencies, creating a safer community. In addition, these changes are slowly improving response times as we have the true closest resource responding to calls, regardless of the agency responding. The transition has identified some technology gaps and we will continue to address those issues in the upcoming year.

The Department places high value on the health and wellness of its employees. Great measures are taken to maintain fitness as a proactive measure to prevent employee injuries. The Department boasts a wellness program that offers quarterly physical fitness exams, allocated physical fitness time, and access to a physical therapist. With support from the City's safety fund, the department is initiating a comprehensive cancer prevention program to address the epidemic of cancer cases within the fire service. The results are applauded by the Oxnard AIMS representative, who stated the cumulative trauma claims are the lowest seen by him in 28 years of business, resulting in significant savings in workers compensation claims and station coverage for time off duty.

Division Accomplishments for 2016

Suppression: The Fire Department responded to 16,721 total incidents, resulting in 21,829 unit responses. 12,142 responses were to medical calls. Cardiac arrest saves were above the national average at 11.2% with 15 lives saved. The department participated in 29,521 hours of training. In September, the department successfully transitioned dispatch services from Oxnard Police Department to Ventura County Fire Department.

Prevention: Adopted the 2016 Fire Codes and in the process also contracted and adopted in ordinance an electronic method of fire protection oversight inspection process for the entire city through the "Compliance" Engine" at no cost to the City, and it will provide cost recovery for Inspector time. Participated in 36 Public Education events with an estimated 25,000 public education contacts.

CUPA: In FY 16/17, the Oxnard Fire/CUPA, a hazardous materials inspection and enforcement program, conducted on-site inspections for 413 out of a total of 1,492 active permits at facilities handling hazardous materials. During the same period, CUPA staff reviewed 716 submittals of compliance documentation from permit holders.

Disaster Preparedness: The Disaster Preparedness Division provided training to more than 1,000 community members through five Community Emergency Response Team classes, one Disaster

Preparedness Training Academy, a Disaster Preparedness Fair, and numerous presentations to community groups. Participation in the Great Shake-Out provided evacuation training for all city staff and an opportunity for the Emergency Operations Center Team to participate in a tabletop exercise. The EOC Team was also provided four training sessions including the Standardized Emergency Management System, Radio Communications, Public Assistance and Situation Status.

Progressing in 2017

The Fire Department is committed to minimizing loss of life, property and the environment in the City of Oxnard from fires, natural disasters, life-threatening situations and to assisting other emergency agencies. The mission will be achieved through progressive training and fire education while providing first class services to our community.

Chief Base has implemented a range of initiatives to rebuild our proud fire department. He is developing a strategic plan for the next 18 months. The department procedures and policies are being completely revamped and updated to reflect best practices and current law. A focus on reporting and data collection will include a software purchase for NFIRS with a real time database. He is investing in a learning management system that will allow more flexible training which will keep units in service while maintaining required certifications for personnel. An update to the Prevention fee structure and an investment in a cloud based inspection management system has improved the effectiveness of the division, increasing public safety.

The Chief will work with City Management and Oxnard Firefighters Association (IAFF Local 1684) to stabilize the Department and repair morale. The first step forward must be to fill vacancies by hosting an academy in May 2017. Currently Suppression has 17 vacancies, with at least 1 retirement on the horizon and multiple firefighters are in the process of being hired by other agencies.

Request for Academy - May 2017

Since July of 2012, 58 Firefighters have been hired, however the Department has 17 vacancies as of today, with whisperings of additional staff leaving in the near future for positions with surrounding agencies. Of the 62 personnel that have left the City of Oxnard, only 15 have been due to retirement. The Department is becoming a training agency; one in which firefighters are hired, trained and work 2 to 3 years before transferring to an agency that offers better pay and benefits. The investment in a new recruit; including instructor costs for the Academy, certifications, recruitment, backgrounds, and outfitting with personal protection equipment (much of which is custom fit and cannot be used by other personnel) is valued at \$46,000. The cost does not reflect the lost value of knowledge and skills that are only gained through years of experience.

To relieve the Department from hosting academies each year, the number of recruits hired for the academy should exceed the current number of vacancies. Additionally, the fire academy is

physically and mentally taxing with an attrition rate of 25%. It is requested that to fill the known 17 vacancies and rumored future vacancies, that the Department be allowed to hire 26 Firefighter Limited Term Employees for the May 2017 academy.

The 26 Firefighters hired as "Firefighter Limited Term" would be budgeted through June 30, 2018, however, as positions are vacated in the firefighter rank, the Limited Term employees would be removed from this Limited Term status and transitioned to FTE Firefighter. Any remaining funds budgeted for the Firefighter Limited Term employee would be returned to City of Oxnard general operating expense.

The cost for an academy is \$46,000 per trainee. To host an academy for 26 trainees, including salaries, personal protective equipment, recruitment, and background fees, the Fire Department requires a budget augmentation of \$1,209,555.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The funding for the 2017 Fire Academy would be funded from General Fund. The estimated cost to hire, train, and outfit 26 Firefighters with personal protection equipment is \$1,196,000. The fiscal impact would be \$496,217 in FY 16-17 and \$713,338 for FY 17-18. The estimated year-end General Fund - Fund Balance will be revised to \$16.8M from Mid-Year projected \$17.3 Million. If the full amount of FY16-17 is not spent by the end of the fiscal year, the remaining balance would be administratively carryover to FY17/18. The funding for FY17-18 of \$713,338 will be included in the FY 17-18 Proposed Budget.

ATTACHMENTS:

Attachment A: Resolution

Attachment B: Resolution Exhibit "A"

Attachment C: BA - Fire Academy FY16-17 & 17-18

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING RESOLUTION No. 14,949 AUTHORIZING FULL TIME EQUIVALENT
POSITIONS WITHIN THE FIRE DEPARTMENT

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard a new list of authorized full time positions in the City Service; and

WHEREAS, the current list of authorized full time positions was previously adopted via Resolution No. 14,949 and amendments thereto; and

WHEREAS, the City Council has reviewed the new list of authorized full time positions in the Fire Department and finds it desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the list of full time equivalents in the Fire Department attached hereto as Exhibit "A" and incorporated herein by reference is approved.

PASSED AND ADOPTED this 4th day of April, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

Exhibit A - Oxnard Fire Department FTE Positions

Department	Title	Authorized	Proposed Change	Revised
FIRE	ADMINISTRATIVE ASSISTANT (CONF)	1	0	1
	ADMINISTRATIVE SECRETARY II	2	0	2
	ASSISTANT CHIEF	1	0	1
	BATTALION CHIEF	5	0	5
	CUPA MANAGER	1	0	1
	EMS COORDINATOR	1	0	1
	EMERGENCY SERVICES MANAGER	1	0	1
	FIRE CAPTAIN	32	0	32
	FIRE CHIEF	1	0	1
	FIRE ENGINEER	30	0	30
	FIRE ENVIRONMENTAL SPECIALIST I	1	0	1
	FIRE ENVIRONMENTAL SPECIALIST II	2	0	2
	FIRE INSPECTOR	4	0	4
	FIREFIGHTER	44	0	44
	FIREFIGHTER LIMITED TERM (Expire 6/30/18)	0	26	26
	GRANTS SPECIALIST II	1	0	1
	PLANS EXAMINER II	1	0	1
FIRE DEPT	Total	128	26	154

REQUEST FOR BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: Darwin Base

Date: April 11, 2017
Phone: x7700

Reason for Appropriation:

Appropriate budget for a 2017 Fire Academy to start in May 2017. Additional funds for FY17-18 will be requested in Proposed Budget of FY17-18.

Accounts and Descriptions**AMOUNT**

Fund: GENERAL FUND (101)

Expenditures/Transfers Out**GENERAL FUND (101)****FY16-17**

101-2209-802.80-01	DIRECT LABOR - REGULAR	174,408
101-2209-802.80-08	STATION COVERAGE	78,404
101-2209-802.80-41	EMPLOYEE BENEFITS	17,902
101-2209-802.80-42	WORKERS COMPENSATION INSURANCE	16,664
101-2209-802.80-43	PERS	30,475
101-2209-802.80-44	WORKERS COMP/SAFETY	1,032
101-2209-802.81-05	SUPPLIES - SAFETY	59,174
101-2209-802.81-13	UNIFORMS	15,108
101-2209-802.82-09	SVCS - OTHER PROF/CONTRACT	81,600
101-2209-802.82-15	SERVICES - MEDICAL	21,450

Sub-total Expenditures

496,217

Net Change to Fund Balance

(496,217)

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 4

DATE: April 11, 2017

TO:
Successor Agency

THROUGH: Greg Nyhoff
City Manager

FROM: Jesus Nava
Assistant City Mgr

SUBJECT: License Agreement with Oxnard Film Society (5/5/5)

CONTACT: Jesus Nava, Assistant City Mgr
Jesus.Nava@oxnard.org, 385-7497

RECOMMENDATION:

That the Successor Agency approve a license agreement between the City of Oxnard and the Oxnard Film Society, a non-profit corporation, for the use of the currently vacant Social Security Building.

BACKGROUND

The Oxnard Film Society, a 501(c)(3) non-profit organization, requested the use of the vacant Social Security Building for an exhibit entitled: "We Remember: From Ventura County to Vietnam and Back." The exhibit is produced by Mr. George J. Sandoval, president of the Oxnard Film Society.

The exhibit will focus on showcasing stories of local Vietnam veterans along with honoring the service of 115 Ventura County veterans who died in the war. Two 60-minute documentaries and 25 individual video interviews will be shown as well as archival photos, video and text covering the history of the Vietnam War and its impacts on Oxnard and Ventura County. The exhibit will be part of the 2017 Memorial Day Celebration.

Installation of the exhibit will commence as soon as the license agreement is approved by the

Successor Agency. The exhibit will be available for public review from May 12 through July 4. The exhibit will be dismantled and removed by July 15.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard's business climate, promote the City's fiscal health, and support economic growth in a manner consistent with the City's unique character. This item supports the following goals and objectives:

Goal 2. Enhance business development throughout the City.

Objective 2c.: Capitalize on historic, cultural and natural resources.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.

Objective 5a.: Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

There are minimal financial impacts associated with the approval of this agreement. The restrooms at the Social Security building will be fixed for use by the public during the exhibition at a cost of approximately \$900. There is sufficient budget in General Fund Non-Department to cover for the cost of the repair. This is the lowest cost based on quotes provided by local plumbers. The repairs will also serve other planned uses for the building such as the Salsa Festival. There is no additional General Fund appropriation needed for this item.

ATTACHMENTS:

Attachment A: Oxnard Film Society Agreement

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into this ____ day of April, 2017, by and between the Oxnard Community Development Successor Agency, a public body, corporate and politic ("Agency") and the Oxnard Film Society, a nonprofit corporation ("Licensee").

WHEREAS, Agency is the current owner of the Social Security Building located at 327 N. Fifth Street, Oxnard, California (APN 202-01-0141) ("Building"); and

WHEREAS, the Building is currently vacant as the Agency prepares to market the Building for sale, as required by law; and

WHEREAS, Licensee wishes to utilize the Building from April 11, 2017 to July 15, 2017 for the Memorial Day exhibit entitled "We Remember: Ventura County to Vietnam and Back"; and

WHEREAS, the Agency is willing to allow the Licensee to use the Building for this purpose in its current condition and at no rental charge to Licensee, provided that the Licensee complies with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated into the operative provisions of this Agreement by this reference and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Agency and Licensee agree as follows:

1. Term of Agreement

This Agreement shall begin on April 11, 2017, and expire on July 15, 2017.

2. Use of Building

Licensee shall have use of the Building during the term of this Agreement for the purposes of installation of the exhibition, showing the exhibition, taking down the exhibition, and for no other purpose.

3. Condition of Building

Licensee acknowledges that certain problems issues currently exist at the Building, including an air conditioning system that is not always functional, bathrooms that are usually not operational and a roof that leaks in certain parts of the Building. Licensee acknowledges that it has the right to occupy the Building during the term of the Agreement subject to these known and identified problems. Licensee also acknowledges that the Agency is under no obligation to correct these problems during the term of this Agreement.

4. Licensee's Responsibilities

Licensee is responsible for providing any necessary janitorial services for the Building during the term of the Agreement. Licensee also agrees to be responsible for locking and securing Building and providing any desired security services to the Building, if any.

5. Indemnity by Licensee.

- A. To the fullest extent permitted by law, Licensee shall (1) immediately defend; (2) indemnify; and (3) hold harmless Agency, its governing board, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Licensee's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Licensee's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.
- B. The duty to defend is a separate and distinct obligation from Licensee's duty to indemnify. Licensee shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Licensee of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Licensee from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Licensee asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Licensee may submit a claim to Agency for reimbursement of reasonable attorneys' fees and defense costs.
- C. This Section shall survive the termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

6. Insurance.

- A. Licensee shall obtain and maintain during the term of this License the insurance coverages as specified in Exhibit INS-H, 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 Licensee obtain and maintain such insurance coverages.
- B. Licensee shall, prior to use of performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-H. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-H.
- C. Maintenance of proper insurance coverages by Licensee is a material element of this Agreement. Licensee's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

7. Alteration to Building

Licensee agrees to not make any alterations to Building without the prior written consent of Economic Development Manager.

8. Agency's Right to Inspect Building

Licensee agrees that Agency shall have full access to Building at all reasonable times for the purpose of inspecting the operations conducted by Licensee.

9. Assignability of Agreement

Licensee agrees this Agreement cannot be assigned.

10. Successors and Assigns

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

11. Fair Employment Practices

- A. Licensee agrees that all persons (if any) employed by Licensee shall be treated equally by Licensee 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 Agency.

- B. Licensee agrees that, during the performance of this Agreement, Licensee and any other parties with whom Licensee 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, orientation, marital status, age, or any other status protected by law.

12. Time of Essence

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

13. Covenants and Conditions

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

14. Governing Law

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

15. Compliance with Laws

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

16. Severability

Agency and Licensee 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.

17. Waiver

Agency and Licensee agree that no waiver of a breach of any provision of this Agreement by either Licensee or Agency shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Agency or Licensee 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 of breach.

18. Counterparts

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

19. Authority to Execute

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

20. Notices

A. Any notices to Licensee may be delivered personally or by mail addressed to Oxnard Film Society, P.O. Box 606, Oxnard, California 93032.

B. Any notices to Agency may be delivered personally or by mail addressed to Oxnard Community Development Successor Agency, 214 South C Street, Oxnard, California 93030, with a copy to: Agency Counsel, City Attorney's Office, 305 West Third Street, Suite 100E, Oxnard, California 93030.

21. Amendment

Agency and Licensee 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 agreed to in writing by both Agency and Licensee.

22. Section Heading

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

23. Entire Agreement

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

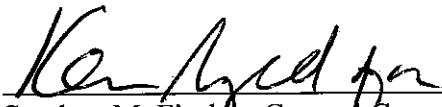
IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

"SUCCESSOR AGENCY"

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

Greg Nyhoff, Executive Director

APPROVED AS TO FORM:



Stephen M. Fischer, General Counsel 4/5/12

APPROVED AS TO CONTENT:

Kymberly Horner, Economic Development Director

ATTEST:

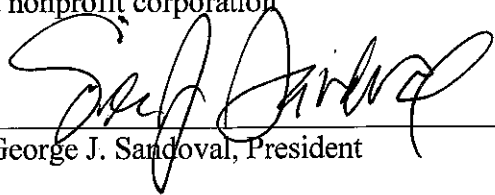
Michelle Ascencion, Secretary

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

"LICENSEE"

OXNARD FILM SOCIETY,
a nonprofit corporation



George J. Sandoval, President

Exhibit INS-H**INSURANCE REQUIREMENTS FOR TENANTS AND CONCESSIONAIRES
(WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)**

1. Tenant/concessionaire shall obtain and maintain during the term of the Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement by tenant/concessionaire, its agents, representatives, or employees.
 - 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. 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. Tenant/concessionaire shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-H. 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. Tenant/concessionaire 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. Tenant/concessionaire agrees that the Commercial General Liability Insurance policy 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

tenant/concessionaire; products and completed operations of tenant/concessionaire; premises owned, occupied or used by tenant/concessionaire; or automobiles owned, leased, hired or borrowed by tenant/concessionaire. 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 attached to this Exhibit INS-H or substitute form 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 tenant/concessionaire shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.