

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also 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 16, 2019
Closed Session - 5:00 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

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 (5:00 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1))
(City Council)
Name of case: State of California, Regents of the University of California; et al v. Cellco Partnership dba Verizon Wireless; et al.
Sacramento County Superior Court, Case No. 34-2012-00127517
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))
(City Council)
Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL ITEMS

1. SUBJECT: Presentation of a Proclamation Designating the Month of April, 2019 as "Fair Housing Month."

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.

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

2. SUBJECT: Presentation of a Proclamation Designating April 24, 2019 as "Arbor Day."
3. SUBJECT: Presentation of a Proclamation Designating the Month of April, 2019 as "Donate Life Month."

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

April 16, 2019

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1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the March 25, 2019 Special Meeting and the April 2, 2019 Regular Meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. Human Resources Department

SUBJECT: Extension of the City Attorney Contract.

RECOMMENDATION: That the City Council approve a Resolution of the City Council of the City of Oxnard amending agreement no. A-7880 "Amended and Restated Employment Agreement between City of Oxnard and Stephen M. Fischer."

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

3. Human Resources Department

SUBJECT: Withdrawal from BICEP and Admission to CSAC-EIA.

RECOMMENDATION: That the City Council:

1. Approve a resolution to join the CSAC Excess Insurance Authority (CSAC-EIA) and authorize the Mayor to execute the Joint Powers Agreement (A-8132); and
2. Approve the form of and authorize the City Manager to execute the Memorandum of Understanding – Excess Workers' Compensation Program (A-8137) and submit to CSAC-EIA. (Finance & Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

4. Human Resources Department

SUBJECT: Changes to City-Administered Defined Contribution Plans.

RECOMMENDATION: That the City Council receive and file a report on the consolidation of the current 401(a), 457(b), and Post Employment Health Reimbursement deferred compensation plan recordkeepers to a single recordkeeping platform with VOYA.

(Finance & Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

5. Finance Department

SUBJECT: Budget Appropriation from Fund Balance - Information Technology.

RECOMMENDATION: That the City Council approve two budget appropriations: (i) in the amount of \$242,000 from the Information Technology (IT) Fund Balance for the purpose of offsetting a reversal of ASES Grant Charges for FY 2018-19; and (ii) in the amount of \$203,004 for prepayment of FY 2019-20 IT vendor costs. (Finance & Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

April 16, 2019

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6. Public Works Department

SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc., to provide for the removal, transportation, recycling and disposal of household hazardous waste for an amount not to exceed \$250,000 per year and a total contract amount of \$750,000.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Public Works Department

SUBJECT: Senate Bill 1 (SB1) Local Streets and Roads Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List.

RECOMMENDATION: That City Council authorize the Mayor to adopt a resolution approving the Senate Bill 1 (SB1) Local Streets and Roads, Road Maintenance and Rehabilitation Account (RMRA), Fiscal Year 2019-2020 project list, in the amount of \$3,417,896, and carry-over prior year balance, and projects previously listed that will continue to utilize RMRA funding in Fiscal Year 2019-20. (Public Works & Transportation Committee approved 3-0.)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

8. Public Works Department

SUBJECT: Approval of a Budget Appropriation for the Special Districts Administration Fund 172.

RECOMMENDATION: That the City Council approve a budget appropriation of \$85,412 from the Fund 172 Fund Balance to the Special Districts Administration Fund 172 expenditure budget.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Zone Text Amendment to Oxnard City Code Chapter 16 Article II and Article V, Division 13 Related to Accessory Dwelling Units: Continuation of Public Hearing.

RECOMMENDATION: That the City Council continue the noticed public hearing to the May 7, 2019 City Council regular meeting.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

M. REPORTS

April 16, 2019

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1. City Manager Department

SUBJECT: Introduction of the Oxnard Housing First Model to Address Homelessness (30/45/20)

RECOMMENDATION: That the City Council receive this introduction to the Oxnard Housing First Model to address homelessness, provide input, and file the report.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

N. ADJOURNMENT



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1.**

DATE: April 16, 2019
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the March 25, 2019 Special Meeting and the April 2, 2019 Regular Meeting as presented.

BACKGROUND

Not applicable.

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. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 04.02.2019 CC regular meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
April 2, 2019

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, Housing Commissioner Jose Andrade, and Mayor Tim Flynn were present. Housing Commissioner Francisco Vega arrived at 6:12 p.m.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

“The City Council will recess 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 regarding the payment of controlled standby pay under the Fair Labor Standards Act and the IUOE Memorandum of Understanding to employees of the Public Works Department.

“The City Council will also recess to a closed session, pursuant to Government Code section 54957.6, 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 regarding the organizations specified in Item C.2 of the meeting agenda.”

At 5:05 p.m., the City Council recessed to a closed session. At 6:07 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Trish Honigsberg, Public Works Outreach/Education Specialist; Brenda Lopez, Housing Programs Manager; Rosemarie Gaglione, Public Works Director; Thien Ng, Assistant Public Works Director; and Brian Yanez, Assistant Public Works Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Pacifica High School students from the Academy of Business and the Health Science Academy who established a Firefighters care package center.

Mayor Flynn, Pacifica High School Principal Ted Lawrence, Health Science Academy Coordinator Chloe Carson, and Academy of Business Director Aaron Ferguson made some remarks and the Council presented certificates to the students.

2. SUBJECT: Presentation of a Proclamation Designating April 13, 2019 as “Earth Day.”

Mayor Flynn read the proclamation and presented it to the Public Works Outreach/Education Specialist, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Gabrielle LeMay (dispute with a contractor performing work on her home); Jaime Moreno (Summer at City Hall program); Ashley Hernandez (Summer at City Hall program); Christine Cananizado (Summer at City Hall program); Bryan Rodriguez (Summer at City Hall program); Pat Brown (truck traffic and used car lots on Oxnard Boulevard); Ann Jourdan (concerns about waterways and seawalls in Mandalay Bay); Pete Plascencia (leaks at La Colonia Boxing Gym); Arnoldo S. Torres (Clinicas del Camino Real’s initiative effort to change the County health care system structure); Juvenal Morales (seeking a building permit for his property in the Rose Park neighborhood); Mario Castillo (community workforce agreements); Jonathan Duran (community workforce agreements); Manuel Castro (community workforce agreements); Armando Delgado (community workforce agreements); and Victor E. Gallardo (community workforce agreements).

G. REPORT OF CITY MANAGER

The City Manager made some remarks on the anticipated unmet needs in the upcoming proposed Capital Improvement Plan item, and made a reminder announcement on the upcoming Job Fair.

H. CITY COUNCIL REPORTS

Councilmember Lopez encouraged people to attend the upcoming Job Fair.

Councilmember Perello thanked some city employees who recently gave him special assistance, requested a future agenda item on community workforce agreements, commented on the importance of skilled labor, reported on the recent Rose Park neighborhood council meeting, and commented on trucks on Oxnard Boulevard and the Gold Coast Health Plan initiative.

Mayor Pro Tem Ramirez spoke on the upcoming Earth Day event, a recent Water Education for Latino Leaders event, the Clean Power Alliance, solar energy projects and project labor agreements, and trucks on Oxnard Boulevard.

Councilwoman Basua reported on a recent Pacific Pointe HOA meeting and commented on the epidemic of homelessness throughout the community.

Councilmember Madrigal commented on Autism Awareness month, the Rose Park and Southwinds neighborhood meetings, an art gala at Frank School, Eastside Little League opening day, the “Bracero” opera, Cesar Chavez march, Downtown Management District meeting, and the El Concilio awards ceremony. He announced that he will miss the next Council meeting due to a missions trip.

Mayor Flynn announced that the upcoming Finance & Governance Committee meeting will include a presentation on the city’s General Fund projections, and commented on the city’s financial standing.

Councilmember Perello commented further on the city’s finances and the Eastside Little League opening day.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The Council postponed item K-3.

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

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the March 19, 2019 Regular Meeting as presented.
2. SUBJECT: Conflict of Interest Code Amendment.
RECOMMENDATION: That the City Council **Resolution No. 15,211** repealing Resolution No. 15,111 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act to update the list of designated positions filing Statements of Economic Interests.

City Manager Department

3. SUBJECT: Citizen Advisory Group Ordinance Adoption.

(This item was postponed.)

Community Development Department

4. SUBJECT: Adoption of Ordinance No. 2958, Pertaining to Planning and Zoning (PZ) Permit No. 17-580-01 (Zone Text Amendment) – Amendments to the Industrial Portion of the Zoning Ordinance, Chapter 16, Divisions 11-15 of the Oxnard City Code- Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing.

RECOMMENDATION: That the City Council adopt **Ordinance No. 2958** (by title only, further reading waived), amending Chapter 16, Divisions 11 – 15 of the Oxnard City Code pertaining to regulations governing land uses and development regulations for uses within the Business and Research Park, Limited Manufacturing, Light Manufacturing, Commercial Manufacturing, and Heavy Manufacturing zoning districts, and implement the Planning Commission's recommendations.

5. SUBJECT: Trade Services Agreement with Professional Security Consultants (PSC) at Oxnard Transit Center.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a trade services agreement with Professional Security Consultants (PSC), the low bidder for security services at the Oxnard Transit Center at 201 East Fourth Street, not to exceed \$691,502 for three years (Agreement No. 8527-19-DS) as recommended by the Public Works and Transportation Committee; and
2. Approve a budget appropriation of \$57,626 to fund the trade services agreement for the balance of the fiscal year 2018-2019 as recommended by the Public Works and Transportation Committee. (Public Works and Transportation Committee approved 3-0)

Public Works Department

6. SUBJECT: On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services Contract (Rebid) PW 19-35R.

RECOMMENDATION: That the City Council approves and authorizes the Mayor to execute Agreement A-8127 in the amount of \$350,000 for the On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services for a term of two years with Aquatech Services, Inc. (Public Works and Transportation Committee approved 3-0)

7. SUBJECT: Approve a Budget Appropriation for Hueneme Recycled Water Pipeline, Phase II.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute an appropriation in the amount of \$465,000 from the Water Resource Development Fee Fund 603 to the Hueneme Recycled Water Pipeline, Phase II (Project No. 106002), to fund work, easement procurement and permit fees through completion of the bidding process. (Public Works and Transportation Committee approved 3-0)

8. SUBJECT: Approve the Third Amendment to Agreement A-7927 (JCI Jones Chemicals, Inc.) to increase contract value.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the Third Amendment with JCI Jones Chemicals, Inc. to increase the contract value from \$1,124,547 to \$1,482,547 for chemicals used by the Public Works Water and Wastewater Divisions.

9. SUBJECT: Approve Second Amendment to Interwest Consulting Group, Inc.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute the Second Amendment to Agreement A-8102 (Agreement) with Interwest Consulting Group, Inc. (Interwest) for engineering and

support services to the Transportation Division to extend the Agreement to June 30, 2019 and change the contract value from \$160,000 to \$239,920; and
2. Approve a Budget Adjustment of \$58,925 from General Fund (101) salary savings.

10. SUBJECT: Award Agreement A-8130 for Custodial Services with Kelly Cleaning & Supplies, Inc.

RECOMMENDATION: That the City Council award and authorize the Mayor to:

1. Execute Agreement A-8130 with Kelly Cleaning & Supplies, Inc. (Kelly), for a term of three (3) years, for a total contract value of \$432,692, to provide custodial services for the Water Campus, Blending Stations 3, 4 and 5, Wastewater Treatment Plant, Advanced Water Purification Facility (AWPF) and Del Norte Regional Recycling and Transfer Station (Del Norte); and
2. Authorize the Purchasing Agent to execute an amendment to Agreement A-8130, if needed, for no more than \$43,269, or ten-percent (10%), of the agreement, to account for potential unforeseen emergency cleaning.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the Information/Consent items as presented (with the removal of item K-3). VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (MacDonald absent).

L. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Zone Text Amendment to Oxnard City Code Chapter 16 Article II and Article V, Division 13 Related to Accessory Dwelling Units: Continuation of Public Hearing.
RECOMMENDATION: That the City Council continue the noticed public hearing to the April 16, 2019 City Council regular meeting.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve continuing the public hearing to April 16, 2019. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (MacDonald absent).

Housing Department

2. SUBJECT: Five-Year & Annual Agency Plan and Capital Fund Program (CFP) 5-Year Action Plan for Low Rent Public Housing.
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):
1. Hold a public hearing to receive comments concerning the fifth year of the Five-Year Agency Plan, the 2019 CFP Budget, and the CFP 5-Year Action Plan; and
 2. Adopt **Resolution No. 1309**:
 - 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 2019 CFP Budget and CFP 5-Year Action Plan; and
- e. Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2019 CFP Budget and CFP 5-Year Action Plan.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Housing Programs Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No public comments were received. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the recommended action as presented. VOTE: Andrade, Basua, Flynn, Lopez, Madrigal, Perello, Ramirez, and Vega voted in favor; the motion carried 8-0 (MacDonald absent).

M. REPORTS

Public Works Department

1. SUBJECT: Five Year Capital Improvement Program and Use of Bond Proceeds.
RECOMMENDATION: That the City Council:
 1. Select which projects to fund from the Draft 2019-2024 City of Oxnard Five Year Capital Improvement Program (“CIP”);
 2. Adopt the 2019-2024 City of Oxnard Five Year Capital Improvement Program; and
 3. Approve the proposed list of non-CIP redevelopment bond proceeds projects and appropriate funding to these projects.

The City Manager and Councilmember Perello made some remarks and the Deputy City Manager gave a report. Public comments were received from Ray Blattel, Ann Jourdan, Debbie Mitchell, Patricia Younis, Carol Taylor, Judy Havas, Tom Shideler, Alison Gabel, and Bill Clark. Discussion ensued among the Council and staff.

It was moved by Councilmember Madrigal, seconded by Councilwoman Basua, to approve the FY 2019-20 list of General Fund or Measure O projects as follows: Carnegie Art Museum Wheelchair Lift; Fire Station Alerting System Replacement; Roof Replacements for Colonia Park Basketball Gym and Youth Center, Fire Station 5, Fire Station 6, PACC Ventura/Oxnard Rental, Sturgis Annex, and Wilson Senior Center Complex; and Storm Water Catch Basins Full Capture Devices. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (MacDonald absent).

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to approve the staff proposed list of projects for use of bond proceeds within the CIP as presented, removing the Council Chambers Remodel project; and approve the staff proposed list of non-CIP projects for use of bond proceeds, as presented. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (MacDonald absent).

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to adopt the CIP in its entirety. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0 (MacDonald absent).

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:32 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

DRAFT



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2.**

DATE: April 16, 2019
TO: City Council
FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org
SUBJECT: Extension of the City Attorney Contract.

RECOMMENDATION

That the City Council approve a Resolution of the City Council of the City of Oxnard amending agreement no. A-7880 "Amended and Restated Employment Agreement between City of Oxnard and Stephen M. Fischer."

BACKGROUND

On September 26, 2017 the City Council approved an employment agreement for city attorney services with Stephen M. Fischer with a term from September 26, 2017 through April 8, 2020. Subsequent to an evaluation recently completed by the City Council, the decision was made to extend Mr. Fischer's contract by an additional year. With the extension of the contract the new expiration date will be April 8, 2021. All other terms of the original contract remain in effect.

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

There is no increase in cost as the salary and benefits as defined in the agreement are contained within the department's budget.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. City Attorney Agreement Amendment Reso.Fischer
2. Exhibit A Amendment to Agreement A-7880.Fischer

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
AGREEMENT NO. A-7880 AMENDED AND RESTATED EMPLOYMENT AGREEMENT
BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties, and guidelines with respect to the position of City Attorney; and

WHEREAS, Mr. Fischer has served as City Attorney since April 5, 2016; and

WHEREAS, following the City Council's evaluation of Mr. Fischer's performance pursuant to Section 10 of the Amended and Restated Employment Agreement, the City Council and Mr. Fischer desire to extend the term of the current employment agreement with no other changes to the current agreement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to extend Agreement No. A-7880 by amending Section 1 to delete the date "April 08, 2020" and replace it with "April 08, 2021" as shown in the First Amendment attached hereto as Exhibit A, and authorizes the Mayor to execute said First Amendment.

PASSED AND ADOPTED this 16th day of April, 2019, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Jennie M. Kelly, Assistant City Attorney

Exhibit A

**FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT
AGREEMENT BETWEEN CITY OF OXNARD AND STEPHEN M. FISCHER**

This First Amendment (“First Amendment”) to the Amended and Restated Employment Agreement (“Agreement”) is made and entered into in the County of Ventura, State of California, this 16th day of April, 2019, by and between the City of Oxnard, a municipal corporation (“City”), and Stephen M. Fischer (“Fischer”). This First Amendment amends the Agreement entered into on September 26, 2017, by City and Fischer.

WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 (“First Employment Agreement”), which First Employment Agreement was replaced in its entirety by the Agreement; and

WHEREAS, following the City Council’s evaluation of Fischer’s performance pursuant to Section 10 of the Agreement, the City Council and Fischer desire to extend the term of the Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. In Section 1 of the Agreement, the date “April 08, 2020” is deleted and replaced with “April 08, 2021”.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

STEPHEN M. FISCHER

☒ Tim Flynn, Mayor¹

Date _____

Stephen M. Fischer

Date _____

ATTEST:

Michelle Ascencion, City Clerk

Date _____

APPROVED AS TO FORM:

Jennie M. Kelly, Assistant City
Attorney

Date _____

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3.

DATE: April 16, 2019

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Withdrawal from BICEP and Admission to CSAC-EIA.

RECOMMENDATION

That the City Council:

1. Approve a resolution to join the CSAC Excess Insurance Authority (CSAC-EIA) and authorize the Mayor to execute the Joint Powers Agreement (A-8132); and
 2. Approve the form of and authorize the City Manager to execute the Memorandum of Understanding – Excess Workers' Compensation Program (A-8137) and submit to CSAC-EIA.
- (Finance & Governance Committee approved 3-0)

BACKGROUND

The City of Oxnard was a founding member of the Big Independent Cities Excess Pool (BICEP) in 1988. BICEP is a joint powers authority (JPA) that operates a self-insurance general liability pool for five large cities: Huntington Beach, Oxnard, San Buenaventura, Santa Ana, and West Covina. Former members include Pomona and San Bernardino. BICEP provides each member city with \$25 million of general liability coverage, excess of a \$1 million self-insured retention. BICEP also provides joint purchase of various types of insurance for its member cities (e.g., workers' compensation, property, crime). The decision to join BICEP came at a time when commercial liability insurance coverage for the City was cost prohibitive and virtually unavailable.

In recent years, BICEP's administrative costs to operate as a pool have increased considerably. Compounding the issue, since the withdrawal of San Bernardino in 2018, those costs are spread to fewer cities (five instead of six), which has substantially increased the cost to the City of Oxnard. City staff began looking at excess insurance alternatives in early 2018 as excess insurance premiums and administrative costs increased. Other BICEP members have also evaluated various options, and all members have submitted conditional notices of withdrawal from the JPA effective July 1, 2019.

Given that BICEP as a pool will likely eventually cease, the City is left with essentially two options: (1) join another risk sharing joint powers authority pool to obtain various lines of insurance coverage, or (2) obtain insurance on the open market with the assistance of an insurance broker. However, regardless of which option is selected, the City will retain the services of an insurance broker to evaluate its options.

Insurance Brokerage Services

In anticipation of the dissolution of BICEP, City staff issued a request for proposals (RFP) to obtain brokerage services for its various lines of primary and excess insurance coverage. The City's Risk Management Policy requires the City to maintain an insurance broker to secure lines of insurance; this role was fulfilled by BICEP. Staff received five proposals from insurance brokers, and selected Arthur J. Gallagher & Co. based upon the broker's experience, cost, and proposed

level of services. Staff will execute an agreement in an amount not-to-exceed \$107,600 per year for a five-year term with Arthur J. Gallagher & Co. to act as the City's insurance broker to obtain any lines of coverage outside of what may be obtained as a risk-sharing member of the CSAC-EIA joint powers authority as discussed below. The brokerage fee is only paid to the broker for those lines of coverage purchased through the broker, and does not apply to insurance acquired through a JPA (e.g., CSAC-EIA).

CSAC Excess Insurance Authority

The best and lowest-cost option for obtaining excess workers' compensation insurance is to join the CSAC Excess Insurance Authority (CSAC-EIA) joint powers authority. When this item came before the Finance and Governance Committee, staff predicted this would be the case but was not certain. Since then, CSAC-EIA provided a preliminary estimated premium of \$270,000 for workers' compensation insurance for FY 19-20, the same price as if jointly purchased through BICEP. The insurance broker provided an initial estimate of \$450,000 for similar coverage. Therefore, joining CSAC-EIA is less costly by \$180,000 versus purchasing workers' compensation insurance through the insurance broker. Since membership in CSAC-EIA provides the lowest-cost alternative for excess workers' compensation coverage, staff is recommending the execution of Agreement No. A-8132, the Joint Powers Agreement (Attachment No. 2) and the Memorandum of Understanding – Excess Workers' Compensation Program (Attachment No. 3).

Benefits of Membership in CSAC Excess Insurance Authority

As a member of CSAC-EIA, the City will have access to additional resources, including but not limited to the following training opportunities:

- Classroom/On-Site Training – Instructor-led training programs on a variety of health and safety topics.
- EIAtv – on demand, 24/7 access to over 190 webcasts and training programs.
- Regional trainings – seminars delivered across the State on various risk management topics.
- Streaming library – an online repository of safety and training videos provided through iTrainStation.

A full list of CSAC-EIA's services and member resources are included on the brochure included as Attachment No. 4.

Legacy Issues

BICEP will continue as an entity and the City will remain a member until the potential for all existing general liability claims from prior years are closed, which could take several years. There is the potential that the City will need to contribute toward claims from prior fiscal years if BICEP's existing reserves and equity are insufficient; however, at this time, any additional funding needs are not quantifiable. As of June 30, 2018, BICEP had total claim reserves of \$10.4 million and equity of \$5.5 million. In the event the remaining reserves and equity are greater than future claims payments, it is possible that the City could receive funds once BICEP liquidates in a future year.

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

There is no immediate financial impact from approval of these actions in Fiscal Year 2018-19. There is the potential for lower excess insurance premiums in Fiscal Year 2019-20.

COMMITTEE OUTCOME

The Finance & Governance Committee received a report on March 26, 2019 concerning this topic. Since staff did not at that time have the excess workers' compensation insurance quotes, the Finance & Governance Committee was asked to

receive and file the update. Now, with the quotes, staff recommends Council action.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

1. Attachment No 1 - Resolution
2. Attachment No 2 - CSAC EIA JPA
3. Attachment No 3 - WC MOU
4. Attachment No. 4 - CSAC-EIA Services Brochure

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
TO JOIN CSAC EXCESS INSURANCE AUTHORITY**

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, the City of Oxnard desires to join together with the members of the CSAC Excess Insurance Authority (Authority) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, the Authority has determined that it is necessary for each member of the Authority to delegate to a person[s] or position[s] authority to act on the member's behalf in matters relating to the member and the Authority;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oxnard that said City Council does hereby approve becoming a member of the CSAC Excess Insurance Authority, authorizes execution of the CSAC Excess Insurance Authority Joint Powers Agreement, and except as to actions that must be approved by the City Council, the City Manager or his/her designee is hereby appointed to act in all matters relating to the member and the Authority.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006

JOINT POWERS AGREEMENT CREATING THE CSAC EXCESS INSURANCE AUTHORITY

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California which are parties signatory to this Agreement. The CSAC Excess Insurance Authority was formed under the sponsorship of CSAC. All such counties, hereinafter called member counties, and public entities, hereinafter called member public entities, [collectively “members”] shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1

DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Authority" shall mean the CSAC Excess Insurance Authority created by this Agreement.

"Board of Directors" or **"Board"** shall mean the governing body of the Authority.

"Claim" shall mean a claim made against a member arising out of an occurrence which is covered by an excess or primary insurance program of the Authority in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program of the Authority under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board. The Board of Directors or the Executive Committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of the Authority in which the member is a participant.

"Member county" shall mean any county which, through the membership of its supervisors in CSAC, has executed this Agreement and become a member of the Authority. "Member county" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity which does not maintain a membership in CSAC, has executed this Agreement and become a member of the Authority, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by the Authority pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by the Authority pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member which is retained as a liability or potential liability of the member and is not subject to payment by the Authority.

"Reinsurance" shall mean insurance purchased by the Authority as part of an insurance program to cover that portion of any loss which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of providing insurance coverage under any program of the Authority, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of the Authority.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4

TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5

CREATION OF THE AUTHORITY

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as the CSAC Excess Insurance Authority, with such powers as are hereinafter set forth.

ARTICLE 6

POWERS OF THE AUTHORITY

The Authority shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

- (b) To incur debts, liabilities, and obligations.
 - (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
 - (d) To sue and be sued in its own name, and to settle any claim against it.
 - (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
 - (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
 - (g) To carry out all provisions of this Agreement.
- Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7

BOARD OF DIRECTORS

The Authority shall be governed by the Board of Directors, which shall be composed as follows:

- a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board.
 - b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board.
 - c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).
- Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board shall constitute a quorum for the transaction of business. Each member of the Board shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of the Authority's insurance programs, shall require the affirmative vote of a majority of those Board members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board members as a whole shall have a minimum of one vote. The public entity Board members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board votes authorized herein be less than the number of public entity Board members at a duly noticed meeting, the public entity Board members shall decide among themselves which Board member shall vote. Should they be unable to decide, the President of the Authority shall determine which director(s) shall vote.

ARTICLE 8

POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board shall form an Executive Committee, as provided in Article 11. The Board may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board except adoption of the Authority's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of the Authority. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board; provided that the Board may delegate its powers and duties only to a committee of the Board composed of a majority of Board members and/or alternate members. Any committee which is not composed of a majority of Board members and/or alternate members may function only in an advisory capacity.
- (e) The Board shall elect the officers of the Authority and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated.

(g) The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of the Authority, including all provisions for reinsurance and administrative services necessary to carry out such program.

(h) The Board, directly or through the Executive Committee, shall provide for necessary services to the Authority and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board shall act upon each claim involving liability of the Authority, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board for approval.

(l) The Board may require that the Authority review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of the Authority. The Board may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 15 and 16 of this Agreement.

(n) The Board may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities which have contributed to such fund.

(o) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of the Authority shall provide for the keeping of minutes of regular and special meetings of the Board, and shall provide a copy of the minutes to each member of the Board at the next scheduled meeting.

(c) All meetings of the Board, the Executive Committee and such committees as established by the Board pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board which shall consist of eleven members: the President and Vice President of the Board, and nine members elected by the Board from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of the Authority.

The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of the Authority. Members of the committees shall be appointed by the Board, to serve two year terms, subject to reappointment by the Board. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board as directed by the Board.

ARTICLE 13**STAFF**

(a) **Principal Staff.** The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(1) **Chief Executive Officer.** The Chief Executive Officer shall administer the business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as are assigned by the Board and Executive Committee.

(2) **Treasurer.** The duties of the Treasurer are set forth in Article 16 of this Agreement. Pursuant to Government Code Section 6505.5, the Treasurer shall be the county treasurer of a member county of the Authority, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Treasurer, who shall comply with the provisions of Government Code Section 6505.5 (a-d).

(3) **Auditor.** The Auditor shall draw warrants to pay demands against the Authority when approved by the Treasurer. Pursuant to Government Code Section 6505.5, the Auditor shall be the Auditor of the county from which the Treasurer is appointed by the Board under (2) above, or, pursuant to Government Code Section 6505.6, the Board may appoint one of its officers or employees to the position of Auditor, who shall comply with the provisions of Government Code Section 6505.5 (a-d).

(b) **Charges for Treasurer and Auditor Services.** Pursuant to Government Code Section 6505, the charges to the Authority for the services of Treasurer and Auditor shall be determined by the board of supervisors of the member county from which such staff members are appointed.

(c) **Other Staff.** The Board, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of the Authority.

ARTICLE 14

**DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

(a) **Program Coverage.** Insurance programs of the Authority may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and Authority Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting the Authority, hereinafter called Authority general expenses, shall be equitably allocated among the various programs by the Board, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board may, in its discretion, allocate a share of such Authority general expense to those members which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Development Charge.** Development costs of an insurance program shall be funded by a development charge, as established by the Board of Directors. The development charge shall be paid by each participant in the program following the program's adoption by the Board. Development costs are those costs actually incurred by the Authority in developing a program for review and adoption by the Board of Directors, including but not limited to: research, feasibility studies, information and liaison work among participants, preparation and review of documents, and actuarial and risk management consulting services. The development charge may also include a share of Authority general expenses, as allocated to the program development function.

The development charge shall be billed by the Authority to all participants in the program upon establishment of the program and shall be payable in accordance with the Authority's invoice and payment policy.

Upon the conclusion of program development: any deficiency in development funds shall be billed to all participants which have paid the development charge, on a pro-rata or other equitable basis, as determined by the Board; any surplus in such funds shall be transferred into the Authority's general expense funds.

(2) **Annual Premium.** Except as provided in (3) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors upon the basis of a cost allocation plan and rating formula developed by the Authority with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board, program reinsurance costs, and program administrative costs for the year, plus that participant's share of Authority general expense allocated to the program by the Board.

(3) **Premium Surcharge**

(i) If the Authority experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses,

the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

(ii) If it is determined by the Board of Directors, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses which have been incurred but not reported, the Board of Directors may impose a surcharge on all participating members.

(iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, the Authority notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. The Authority shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

(iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, the Authority shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, program development costs, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

As a condition of late entry, the member shall pay the development charge for the program, as adjusted at the conclusion of the development period, but not subject to further adjustment,

and also any costs incurred by the Authority in analyzing the member's loss data and determining its annual premium as of the time of entry.

(e) **Reentry Into A Program.** Any county or public entity that is a member of an insurance program of the Authority who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15

ACCOUNTS AND RECORDS

(a) **Annual Budget.** The Authority shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by the Authority.

(b) **Funds and Accounts.** The Auditor of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by the Authority. Books and records of the Authority in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

The Authority shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **Auditor's Report.** The Auditor, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, the Authority shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of the Authority is located and shall be sent to any public agency or person in California that submits a written request to the Authority. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of the Authority.

ARTICLE 16

RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse the Authority's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.5, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of the Authority and place them in the treasury of the Treasurer to the credit of the Authority.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all Authority funds so held by him or her.

(3) Pay any sums due from the Authority, as approved for payment by the Board of Directors or by any body or person to whom the Board has delegated approval authority, making such payments from Authority funds upon warrants drawn by the Auditor.

(4) Verify and report in writing to the Authority and to members, as of the first day of each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of the Authority.

(d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of the Authority, and all officers and staff who are authorized to have charge of, handle, and have access to property of the Authority.

ARTICLE 17

RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and the Authority for all matters relating to risk management.

(c) Each member shall maintain an active safety program, and shall consider and act upon all recommendations of the Authority concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of the Authority in which the member is a participant, and shall provide copies of such records to the Authority as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board or Executive Committee.

(e) Each member shall pay development charges, premiums, and premium surcharges due to the Authority as required under Article 14. Penalties for late payment of such charges, premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to the Authority any additional premiums due, as determined and assessed by the Board of

Directors under Articles 22 or 23. Any costs incurred by the Authority associated with the collection of such premiums or other charges, shall be recoverable by the Authority.

(f) Each member shall provide the Authority such other information or assistance as may be necessary for the Authority to develop and implement insurance programs under this Agreement.

(g) Each member shall cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

(h) Each member county shall maintain membership in CSAC.

(i) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18

ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) The Authority may develop standards for the administration of claims for each insurance program of the Authority so as to permit oversight of the administration of claims by the members.

(c) Each participating member shall give the Authority timely written notice of claims in accordance with the provisions of the Bylaws.

(d) A member shall not enter into any settlement involving liability of the Authority without the advance written consent of the Authority.

(e) The Authority, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding which, in the judgment of the Authority, may involve liability of the Authority.

ARTICLE 19

NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to the Authority if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.

(b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives the Authority at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

(a) Notwithstanding the provisions of Article 20, the Board of Directors may:

(1) Cancel any member from this Agreement and membership in the Authority, on a majority vote of the Board members. Such action shall have the effect of canceling the member's participation in all insurance programs of the Authority as of the date that all membership is canceled.

(2) Cancel any member's participation in an insurance program of the Authority, without canceling the member's membership in the Authority or participation in other programs, on a vote of two-thirds of the Board members present and voting who represent participants in the program.

The Board shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

(b) A member that does not enter one or more of the insurance programs developed and implemented by the Authority within the member's first year as a member of the Authority shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all insurance programs of the Authority in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in the Authority shall be automatically canceled as of that time, without action of the Board of Directors.

(d) A member county that terminates its membership in CSAC shall be considered to have thereby withdrawn as a party to this Agreement, and its membership in the Authority and participation in any insurance program of the Authority shall be automatically canceled as of that time, without the action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in an insurance program of the Authority is canceled under Article 21, with or without cancellation of membership in the Authority, and such cancellation is effective before the end of the policy year for that program, the Authority shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above, a member which withdraws or is canceled from this Agreement and membership in the Authority, or from any program of the Authority, shall not be entitled to the return of any premium or other payment to the Authority, or of any property contributed to the Authority. However, in the event of termination of this Agreement, such member may share in the distribution of assets of the Authority to the extent provided in Article 23 provided; however, that any withdrawn or canceled member which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.

(c) Except as provided in (d) below, a member shall pay any premium charges which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium which the Board determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with the Authority's invoice and payment policy.

(d) Those members which who have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of the Authority during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the county's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of the Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board members from the member public entities, is required to terminate this Agreement; provided, however, that this Agreement and the

Authority shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member which was a participant in an insurance program of the Authority shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24

LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of Authority funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board may adopt Bylaws consistent with this Agreement which shall provide for the administration and management of the Authority.

ARTICLE 26
NOTICES

The Authority shall address notices, billings and other communications to a member as directed by the member. Each member shall provide the Authority with the address to which communications are to be sent. Members shall address notices and other communications to the Authority to the Chief Executive Officer of the Authority, at the office address of the Authority as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of the Authority, consisting of member counties, acting through their boards of supervisors, and the voting Board members from member public entities, is required to amend this Agreement.

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ARTICLE 28
PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of the Authority.

ARTICLE 29
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 30
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board member's must take place no later than 30 days from the effective date specified by the Board.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between the Authority and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to the Authority for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider the Authority's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then of course the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and the Authority.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32
FILING WITH SECRETARY OF STATE

The Chief Executive Officer of the Authority shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____

(Print Name of Member)

BY: _____

(Authorized signature of Member)

Seal:

APPENDIX A
JOINT POWERS AGREEMENT
CREATING THE CSAC EXCESS INSURANCE AUTHORITY

MEMBER COUNTIES (AS OF MARCH 2005)

ALAMEDA
ALPINE
AMADOR
BUTTE
CALAVERAS
COLUSA
CONTRA COSTA
DEL NORTE
EL DORADO
FRESNO
GLENN
HUMBOLDT
IMPERIAL
INYO
KERN
KINGS
LAKE
LASSEN
MADERA
MARIN
MARIPOSA
MENDOCINO
MERCED
MODOC
MONO
MONTEREY
NAPA
NEVADA
PLACER
PLUMAS
RIVERSIDE
SACRAMENTO
SAN BENITO
SAN BERNARDINO
SAN DIEGO
SAN JOAQUIN
SAN LUIS OBISPO
SANTA BARBARA
SANTA CLARA
SANTA CRUZ
SHASTA
SIERRA
SISKIYOU
SOLANO
SONOMA
STANISLAUS
SUTTER
TEHAMA
TRINITY
TULARE
TUOLUMNE
VENTURA
YOLO
YUBA



Adopted: March 5, 1993
Amended: October 4, 1996
Amended: October 6, 2006
Amended: March 6, 2009

MEMORANDUM OF UNDERSTANDING EXCESS WORKERS' COMPENSATION PROGRAM

This Memorandum of Understanding is entered into by and between the CSAC Excess Insurance Authority (hereinafter referred to as the "Authority") and the participating members who are signatories to this Memorandum.

1. **Joint Powers Agreement.** Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereinafter referred to as "Agreement"), and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.
2. **Annual Premium.** The participating members, in accordance with the provisions of Article 14(b)(2) of the Agreement, shall be assessed an annual premium for the purpose of funding the Excess Workers' Compensation Program (hereinafter referred to as the "Program"). Annual premiums shall include expected losses for the policy period, including incurred but not reported losses (IBNR), as well as a margin for contingencies based upon a confidence level as determined by the Board of Directors of the Authority (hereinafter Board), and adjustments, if any, for a surplus or deficit from all program policy periods. In addition, the premium shall include program reinsurance costs and program administrative costs, plus the Authority's general expense allocated to the Program by the Board for the next policy period.
3. **Cost Allocation.** Each participating member's share of annual premium shall be determined pursuant to a cost allocation plan as described in Article 14(b)(2) of the Agreement. The Board approved cost allocation plan is attached hereto as Exhibit A and may be amended from time to time by an affirmative vote of the majority of the Board representing the members participating in the Program.
4. **Dividends and Assessments.** The Program shall be funded in accordance with paragraph 2 above. In general, the annual premium, as determined by the Board, will be established at a level which will provide adequate overall funding without the need for adjustments to past policy period(s) in the form of dividends and assessments. However, should the Program for any reason not be adequately funded, except as otherwise provided herein, pro-rata assessments to the participating members may be utilized to ensure the approved funding level for those policy periods individually or for a block of policy periods, in accordance with the provisions of Article 14(b)(3) of the Agreement. Pro-

rata dividends will be declared as provided herein. Dividends may also be declared as deemed appropriate by the Board.

5. **Closure of Policy Periods.** Notwithstanding any other provision of this Memorandum, the following provisions are applicable:

- (a) Upon reaching ten (10) years of maturity after the end of a program period, that period shall be "closed" and there shall be no further dividends declared or assessments made with respect to those program periods except as set forth in paragraph 6(a), below;
- (b) Notwithstanding sub-paragraph (a) above, the Board may take action to leave a policy period "open" even though it may otherwise qualify for closure. In addition, the last ten (10) policy periods shall always remain "open" unless the Board takes specific action to declare any of the last ten (10) policy periods closed.
- (c) Dividends and assessments (other than as outlined in paragraph 6(a), below) shall be administered to the participating members based upon the proportion of premiums paid to the Program in "open" periods only. For purposes of administering dividends and assessments pursuant to this sub-paragraph, all "open" policy periods shall be considered as one block. New members to the Program shall become eligible for dividends and assessments upon participating in the Program for three consecutive policy periods (not less than 24 months). Participating members who withdraw from the Program prior to the three year policy period restriction are still eligible for any assessments that arose out of the policy years they participated in the Program.

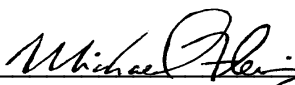
6. **Declaration of Dividends.** Dividends shall be payable from the Program to a participating member in accordance with its proportionate funding to the Program during all "open" policy periods except as follows:

- (a) A dividend shall be declared at the time a program period is closed on all amounts which represent premium surcharge amounts assessed pursuant to Article 14(b)(3) of the Agreement where the funding exceeds the 80% confidence level. This dividend shall be distributed based upon each member's proportionate share of assessment paid and accrued to the policy period being closed.

7. **Memorandum of Coverage.** A Memorandum of Coverage will be issued by the Authority evidencing membership in the Program and setting forth terms and conditions of coverage.
8. **Claims Administration.** Each participating member is required to comply with the Authority's Underwriting and Claims Administration Standards (including Addendum A - W.C. Claims Administration Guidelines) as amended from time to time, and which are attached hereto as Exhibit B and incorporated herein.
9. **Late Payments.** Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.
10. **Disputes.** Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Joint Powers Agreement Article 31, Dispute Resolution.
11. **Amendment.** This Memorandum may be amended by two-thirds of the CSAC Excess Insurance Authority's Board of Directors and signature on the Memorandum by the member's designated representative who shall have authority to execute this Memorandum. Should a member of the Program fail to execute any amendment to this Memorandum within the time provided by the Board, the member will be deemed to have withdrawn as of the end of the policy period.
12. **Complete Agreement.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the members.
13. **Severability.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
14. **Effective Date.** This Memorandum shall become effective on the effective date of coverage for the member and upon approval by the Board of any amendment, whichever is later.
15. **Execution in Counterparts.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date set forth below.

Dated: 3/6/2009


CSAC Excess Insurance Authority

Dated: _____

Member Entity: _____



EXHIBIT A

EXCESS WORKERS' COMPENSATION PROGRAM COST ALLOCATION PLAN

As delegated by the Board of Directors, the Executive Committee will determine the specific allocation of all costs among the members subject to the following parameters:

Actuarial Analysis

An annual actuarial analysis will be performed using loss data and payroll collected from the members. The analysis will determine the necessary funding rates at various confidence levels and using various discount assumptions. Different rates may be developed for different groups or classes of business as is deemed necessary or appropriate by the Executive Committee. At the March Board meeting, the Board of Directors will select the funding level rates and discount factors to be used based upon the actuarial analysis and recommendations from the actuary, the Underwriting Committee and the Executive Committee.

Pool Contributions

The total needed deposit pool contribution will be determined by multiplying the rates described above by the payroll for all of the members participating in the pool. Estimated payroll for the year being funded will be used. The Executive Committee may break the pool into different layers for allocation purposes, and may apply a different loss experience modification for each layer as is deemed appropriate based on loss frequency. In general, the lower layers will be subject to greater experience modification and the higher layers will be subject to lower experience modification or no experience modification. Within the layers, the larger members will be subject to greater experience modification than the smaller members. After the experience modification has been applied for each layer, there will be a pro-rata adjustment back to the total needed deposit pool contribution. This amount will be collected from the members at the beginning of the policy period. The actual payroll for the period will be determined after the completion of the policy period and an adjustment to each member's pool contribution will be made to account for the difference between the estimated and actual payroll. Additional contributions will be collected or return contributions will be refunded as appropriate.

Reinsurance Premiums

The reinsurance premium will be determined through negotiations with the reinsurer(s) and approved by the Board upon recommendation of the

Underwriting and Executive Committees. This premium will then be allocated among the members based upon their estimated payroll. Adjustments will be made based on the actual payroll upon completion of the policy period in the same manner as described in the Pool Contribution section above.

EIA Administration Fees

The total EIA Administration Fees will be determined through the annual budgeting process with an appropriate amount allocated to the Excess Workers' Compensation Program. These fees will be allocated among the members as determined by the Executive Committee. In general, the basis for this allocation will be each member's percentage of the total pool contributions and reinsurance premium.

Deviation From the Standard

The Executive Committee may establish policies to deviate from the standard allocation methodology selected for each year on a case-by-case basis, if necessary. They may also elect to further delegate some or all of the decision-making authority described herein to the Underwriting Committee.



Exhibit B

Adopted: December 6, 1985
Amended: January 23, 1987
Amended: October 6, 1995
Amended: October 1, 1999
Amended: October 3, 2003
Amended: October 1, 2004
Amended: March 6, 2009

CSAC EXCESS INSURANCE AUTHORITY UNDERWRITING AND CLAIMS ADMINISTRATION STANDARDS

I. GENERAL

- A. Each Member shall appoint an official or employee of the Member to be responsible for the risk management function and to serve as a liaison between the Member and the Authority for all matters relating to risk management.
- B. Each Member shall maintain a loss prevention program and shall consider and act upon all recommendations of the Authority concerning the reduction of unsafe conditions.

II. EXCESS WORKERS' COMPENSATION PROGRAM

- A. Members of the Excess Workers' Compensation Program, except those members of the Primary Workers' Compensation Program whose responsibilities are outlined in Section IV below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - 1. The Member shall use only qualified personnel to administer its workers' compensation claims. At least one person in the claims office (whether in-house or outside administrator) shall be certified by the State of California as a qualified administrator of self-insured workers' compensation plans.
 - 2. Qualified defense counsel experienced in workers' compensation law and practice shall handle litigated claims. Members are encouraged to utilize attorneys who have the designation "Certified Workers' Compensation Specialist, the State Bar of California, Board of Legal Specialization".
 - 3. The Member shall use the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) and shall advise its claims administrator that these guidelines are utilized in the Authority's workers' compensation claims audits.
- B. The Member shall provide the Authority written notice of any potential excess workers' compensation claims in accordance with the requirements of the Authority's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of the Authority's Workers'

Compensation Claims Administration Guidelines (Addendum A) or as requested by the Authority and/or the Authority's excess carrier.

- C. A claims administration audit utilizing the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) shall be performed once every two (2) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
1. There is an unusual fluctuation in the Member's claim experience or number of large claims, or
 2. There is a change of workers' compensation claims administration firms, or
 3. The Member is a new member of the Excess Workers' Compensation Program.

The claims audit shall be performed by a firm selected by the Authority unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

- D. Each Member shall maintain records of claims in each category of coverage (i.e. indemnity, medical, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors, Claims Review Committee, Underwriting Committee, or Executive Committee. Such records shall include both open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
- E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

III. GENERAL LIABILITY PROGRAMS

- A. Members of the General Liability I or General Liability II Programs, except those members of the Primary General Liability Program whose responsibilities are outlined in Section V below, shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
1. The Member shall use only qualified personnel to administer its liability claims.

2. Qualified defense counsel experienced in tort liability law shall handle litigated claims. Members are encouraged to utilize defense counsel experienced in the subject at issue in the litigation.
 3. The Member shall use the Liability Claims Administration Guidelines (Addendum B) and shall advise its claims administrator that these guidelines are utilized in the Authority's liability claims audits.
- B. The Member shall provide the Authority written notice of any potential excess liability claim in accordance with the requirements of the Authority's Bylaws. Updates on such claims shall be provided pursuant to the reporting provisions of the Authority's Liability Claims Administration Guidelines (Addendum B) or as requested by the Authority and/or the Authority's excess carrier.
- C. A claims administration audit utilizing the Authority's Liability Claims Administration Guidelines (Addendum B) shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
1. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 2. There is a change of liability claims administration firms, or
 3. The Member is a new member of the General Liability I or General Liability II Program.

The claims audit shall be performed by a firm selected by the Authority unless an exception is approved. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

- D. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
- E. The Member shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.

IV. PRIMARY WORKERS' COMPENSATION PROGRAM

- A. Members of the Primary Workers' Compensation Program shall provide the third party administrator written notice of any claim in accordance with the requirements of the Authority. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. The Authority shall be responsible for ensuring qualified personnel administer claims in the Primary Workers' Compensation Program and that claims are administered in accordance with the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A).
- C. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Workers' Compensation Claims Administration Guidelines (Addendum A) is performed once every two (2) years.
- D. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

V. PRIMARY GENERAL LIABILITY PROGRAM

- A. Members of the Primary General Liability Program shall provide the third party administrator written notice of any claim or incident in accordance with the requirements of the Authority. Members must also cooperate with the third party administrator in providing all necessary information in order for claims to be administered appropriately.
- B. The Authority shall be responsible for ensuring qualified personnel administer claims in the Primary General Liability Program and that claims are administered in accordance with the Authority's Liability Claims Administration Guidelines (Addendum B).
- C. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Liability Claims Administration Guidelines (Addendum B) is performed once every two (2) years.
- D. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.

VI. PROPERTY PROGRAM

- A. Members of the Property Program shall maintain appropriate records including a complete list of insured locations and schedule of values pertaining to all real property. Such records shall be provided to the Authority or its brokers as requested by the Executive or Property Committees.

- B. Each Member shall perform a real property replacement valuation for all locations over \$250,000. Valuations shall be equivalent to the Marshall Swift system and shall be performed at least once every five (5) years. New members shall have an appraisal or valuation performed within one year from entry into the Program.

VII. MEDICAL MALPRACTICE PROGRAM

A. Program I

1. Members of Medical Malpractice Program I (hereinafter Program I) shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member.
 - a. Members of Program I shall use only qualified personnel to administer its health facility claims.
 - b. Qualified defense counsel experienced in health facility law shall handle litigated claims.
 - c. Members of Program I shall use the "Claims Reporting and Handling Guidelines" in the CSAC Excess Insurance Authority Medical Malpractice Program Operating and Guidelines Manual (hereinafter Operating and Guidelines Manual), and shall advise its claims administrator that these claims handling guidelines are utilized in the Authority's medical malpractice claims audits.
2. Members of Program I shall provide the Authority written notice of any potential excess claim or "major incident" in accordance with the requirements of the Authority and of the excess carrier as stated in the Operating and Guidelines Manual. Updates on such claims or major incidents shall be provided as requested by the Authority.
3. A claims administration audit utilizing the Authority's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every three (3) years. In addition, an audit will be performed within twelve (12) months of any of the following events:
 - a. There is an unusual fluctuation in the Member's claims experience or number of large claims, or
 - b. There is a change of health facility claims administration firms, or
 - c. The Member is a new member of the Medical Malpractice Program, or

- d. The Medical Malpractice Committee requests an audit. The claims audit shall be performed by a firm(s) selected by the Authority. Recommendations made in the claims audit shall be addressed by the Member and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.
4. Each Member shall maintain records of claims in each category of coverage (i.e. bodily injury, property damage, expense) or as defined by the Authority and shall provide such records to the Authority as directed by the Board of Directors or applicable committee. Such records shall include open and closed claims, allocated expenses, and shall not be capped by the Member's self-insured retention.
5. Members of Program I shall obtain an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) at least once every three (3) years. Based upon the actuarial recommendations, the Member should maintain reserves and make funding contributions equal to or exceeding the present value of expected losses and a reasonable margin for contingencies.
6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

B. Program II

1. For Medical Malpractice Program II (hereinafter Program II) Members, the Authority shall be responsible for the investigation, settlement, defense and appeal of any claim made, suit brought or proceeding instituted against the Member. The Authority may contract with a third party administrator for handling of such claims.
2. The Authority shall be responsible for ensuring the third party administrator uses qualified personnel to administer Program II claims.
3. The Authority shall be responsible for ensuring qualified defense counsel experienced in health facility law shall handle litigated claims.
4. The Authority shall be responsible for ensuring a claims administration audit utilizing the Authority's Claims Reporting and Handling Guidelines in the Operating and Guidelines Manual shall be performed once every two (2) years.

The claims audit shall be performed by a firm(s) selected by the Authority. Recommendations made in the claims audit shall be

addressed by the third party administrator and a written response outlining a program for corrective action shall be provided to the Authority within sixty (60) days of receipt of the audit.

5. The Authority shall be responsible for obtaining an actuarial study performed by a Fellow of the Casualty Actuarial Society (FCAS) annually.
6. The Member shall have an effective risk management program in accordance with the "Risk Management Guidelines" as stated in the Operating and Guidelines Manual.

VIII. SANCTIONS

- A. The Authority shall provide the Member written notification of the Member's failure to meet any of the above-mentioned standards or of other concerns, which affect or could affect the Authority.
- B. The Member shall provide a written response outlining a program for corrective action within sixty (60) days of receipt of the Authority's notification.
- C. After approval by the Executive or applicable Program Committee of the Member's corrective program, the Member shall implement the approved program within ninety (90) days. The Member may request an additional sixty (60) days from the Executive or applicable Program Committee. Further requests for extensions shall be referred to the Board of Directors.
- D. Failure to comply with subsections B or C may result in cancellation of the Member from the affected Authority Program in accordance with the provisions in the Joint Powers Agreement.
- E. Notwithstanding any other provision herein, any Member may be canceled pursuant to the provision of the Joint Powers Agreement.

ADDENDUM TO EXHIBIT B



Adopted: December 6, 1985
Amended: March 4, 1988
Amended: October 7, 1988
Amended: October 6, 1995
Amended: October 1, 1999
Amended: June 6, 2003
Amended: March 2, 2007
Amended: July 1, 2009

ADDENDUM A WORKERS' COMPENSATION CLAIMS ADMINISTRATION GUIDELINES

The following Guidelines have been adopted by the CSAC Excess Insurance Authority (hereinafter The Authority or the EIA) in accordance with Article 18(b) of the CSAC Excess Insurance Authority Joint Powers Agreement. It is the intent of these Guidelines to comply with all applicable Labor Code and California Code of Regulations Sections. In the event that there exists a conflict between the Guidelines, the Labor Code or the Code of Regulations, the most stringent requirement shall apply.

I. CLAIM HANDLING - ADMINISTRATIVE

A. Case Load

1. On or after July 1, 2007, the claims examiner assigned to the Member shall handle a targeted caseload of 150 but not to exceed 175 indemnity claims. This caseload shall include future medical cases with every 2 future medical cases counted as 1 indemnity case.
2. Supervisory personnel should not handle a caseload, although they may handle specific issues.

B. Case Review and Documentation

1. Documentation should reflect any significant developments in the file and include a plan of action. The examiner should review the file at intervals not to exceed 45 calendar days. Future medical files should be reviewed at intervals not to exceed 90 calendar days. The supervisor shall monitor activity on indemnity files at intervals not to exceed 120 calendar days. Future medical files shall be reviewed by the supervisor at intervals not to exceed 180 calendar days. An accomplishment level of 95% shall be considered acceptable.

2. File contents shall comply with Code of Regulations Sections 10101, 10101.1 and 15400, and be kept in a neat and orderly fashion. An accomplishment level of 95% shall be considered acceptable.
3. All medical-only cases shall be reviewed for potential closure or transfer to an indemnity examiner within 90 calendar days following claim file creation. An accomplishment level of 95% shall be considered acceptable.

C. Communication

1. Telephone Inquiries

Return calls shall be made within 1 working day of the original telephone inquiry. All documentation shall reflect these efforts. An accomplishment level of 95% shall be considered acceptable.

2. Incoming Correspondence

All correspondence received shall be clearly stamped with the date of receipt. An accomplishment level of 95% shall be considered acceptable.

3. Return Correspondence

All correspondence requiring a written response shall have such response completed and transmitted within 5 working days of receipt. An accomplishment level of 95% shall be considered acceptable.

D. Fiscal Handling

1. Fiscal handling for indemnity benefits on active cases shall be balanced with appropriate file documentation on a semi-annual basis to verify that statutory benefits are paid appropriately. Balancing is defined as, "an accounting of the periods and amounts due in comparison with what was actually paid". An accomplishment level of 95% shall be considered acceptable.
2. In cases of multiple losses with the same person, payments shall be made on the appropriate claim file.

II. CLAIM CREATION

A. Three Point Contact

Three point contact shall be conducted with the injured worker, employer representative and treating physician within 3 working days of receipt of the claim by the third party administrator or self administered entity. If a nurse case manager is assigned to the claim, initial physician contact may be conducted by either the claims examiner or the nurse case manager. In the event a party is non-responsive, there should be evidence of at least three documented attempts to reach the individual. Medical-only claims shall have this three point contact requirement as well. An accomplishment level of 95% shall be considered acceptable.

B. Compensability

1. The initial compensability determination (accept claim, deny claim or delay acceptance pending the results of additional investigation) and the reasons for such a determination shall be made and documented in the file within 14 calendar days of the filing of the claim with the employer. In the event the claim is not received by the third party administrator or self administered entity within 14 calendar days of the filing of the claim with the employer, the third party administrator or self administered entity shall make the initial compensability determination within 7 calendar days of receipt of the claim. An accomplishment level of 100% shall be considered acceptable.
2. Delay of benefit letters shall be mailed in compliance with the Division of Workers' Compensation (DWC) guidelines. In the event the employer does not provide notice of lost time to the third party administrator or self administered entity timely to comply with DWC guidelines, the third party administrator or self administered entity shall mail the benefit letters within 7 calendar days of notification. An accomplishment level of 100% shall be considered acceptable.
3. The final compensability determination shall be made by the claims examiner or supervisor within 90 calendar days of employer receipt of the claim form. An accomplishment level of 100% shall be considered acceptable.

C. Reserves

1. Using the information available at claim file set up, an initial reserve shall be established at the most probable case value. An accomplishment level of 95% shall be considered acceptable.
2. The initial reserve shall be electronically posted to the claim within 14 calendar days of receipt of the claim. An accomplishment level of 95% shall be considered acceptable.

III. CLAIM HANDLING – TECHNICAL

A. Payments

1. Initial Temporary and Permanent Disability Indemnity Payment

- a. The initial indemnity payment shall be issued to the injured worker within 14 calendar days of knowledge of the injury and disability. In the event the third party administrator or self administered entity is not notified of the injury and disability within 14 calendar days of the employer's knowledge, the third party administrator or self administered entity shall make payment within 7 calendar days of notification. Initial permanent disability payments shall be issued within 14 calendar days after the date of last payment of temporary disability. This shall not apply with salary continuation. An accomplishment level of 100% shall be considered acceptable.
- b. The properly completed DWC Benefit Notice shall be mailed to the employee within 14 calendar days of the first day of disability. In the event the third party administrator or self administered entity is not notified of the first day of disability until after 14 calendar days, the DWC Benefit Notice shall be mailed within 7 calendar days of notification. An accomplishment level of 100% shall be considered acceptable.
- c. Self imposed penalty shall be paid on late payments in accordance with Section III. A. 7 of this document. An accomplishment level of 100% shall be considered acceptable.
- d. Overpayments shall be identified and reimbursed timely where appropriate. The third party administrator or self administered entity shall request reimbursement of overpaid

funds from the party that received the funds. If necessary, a credit shall be sought as part of any resolution of the claim. An accomplishment level of 95% shall be considered acceptable.

2. Subsequent Temporary and Permanent Disability Payments

- a. Eligibility for indemnity payments subsequent to the first payment shall be verified, except for established long-term disability. An accomplishment level of 100% shall be considered acceptable.
- b. Self imposed penalty shall be paid on late payments in accordance with Section III.A.7 of this document. An accomplishment level of 100% shall be considered acceptable.

3. Final Temporary and Permanent Disability Payments

- a. All final indemnity payments shall be issued timely and the appropriate DWC benefit notices sent. An accomplishment level of 100% shall be considered acceptable.
- b. Self imposed penalty shall be paid on late payments in accordance with Section III.A.7 of this document. An accomplishment level of 100% shall be considered acceptable.

4. Award Payments

- a. Payments on undisputed Awards, Commutations, or Compromise and Releases shall be issued within 10 calendar days following receipt of the appropriate document. An accomplishment level of 95% shall be considered acceptable.
- b. For all excess reportable claims, copies of all Awards shall be provided to the Authority at time of payment. An accomplishment level of 95% shall be considered acceptable.

5. Medical Payments

- a. Medical treatment billings (physician, pharmacy, hospital, physiotherapist, etc.) shall be reviewed for correctness,

approved for payment and paid within 60 working days of receipt. An accomplishment level of 100% shall be considered acceptable.

- b. The medical provider must be notified in writing within 30 working days of receipt of an itemized bill if a medical bill is contested, denied or incomplete. An accomplishment level of 100% shall be considered acceptable.
- c. A bill review process should be utilized whenever possible. There should be participation in a PPO and/or MPN whenever possible.

6. Injured Worker Reimbursement Expense

- a. Reimbursements to injured workers shall be issued within 15 working days of the receipt of the claim for reimbursement. An accomplishment level of 95% shall be considered acceptable.
- b. Advance travel expense payments shall be issued to the injured worker 10 working days prior to the anticipated date of travel. An accomplishment level of 95% shall be considered acceptable.

7. Penalties

- a. Penalties shall be coded so as to be identified as a penalty payment. An accomplishment level of 100% shall be considered acceptable
- b. If the Member utilizes a third party administrator, the Member shall be advised of the assessment of any penalty for delayed payment and the reason thereof, and the administrator's plans for payment of such penalty, on a monthly basis. An accomplishment level of 95% shall be considered acceptable.
- c. If the Member utilizes a third party administrator, the Member, in their contract with the administrator, shall specify who is responsible for specific penalties.

B. Medical Treatment

1. Each Member shall have in place a Utilization Review process. An accomplishment level of 100% shall be considered acceptable.
2. Disputes regarding spine surgery shall be resolved using the process set forth in Labor Code Section 4062(b). An accomplishment level of 100% shall be considered acceptable.
3. Nurse case managers shall be utilized where appropriate. An accomplishment level of 95% shall be considered acceptable.
4. If enrolled in a Medical Provider Network, the network shall be utilized whenever appropriate.

C. Apportionment

1. Investigation into the existence of apportionment shall be documented. An accomplishment level of 100% shall be considered acceptable.
2. If potential apportionment is identified, all efforts to reduce exposure shall be pursued. An accomplishment level of 100% shall be considered acceptable.

D. Disability Management

1. The third party administrator or self administered entity shall work proactively to obtain work restrictions and/or a release to full duty on all cases. The TPA or self-administered entity shall notify a designated Member representative immediately upon receipt of temporary work restrictions or a release to full duty, and work closely with the Member to establish a return to work as soon as possible. An accomplishment level of 95% shall be considered acceptable.
2. The third party administrator or self administered entity shall notify a designated Member representative immediately upon receipt of an employee's permanent work restrictions so that the Member can determine the availability of alternative, modified or regular work. An accomplishment level of 100% shall be considered acceptable.
3. If there is no response within 20 calendar days, the third party administrator or self administered entity shall follow up with the

designated Member representative. An accomplishment level of 100% shall be considered acceptable.

4. Members shall have in place a process for complying with laws preventing disability discrimination, including Government Code Section 12926.1 which requires an interactive process with the injured worker when addressing a return to work with permanent work restrictions.
5. Third party administrators or self administered claims professional shall cooperate with members to the fullest extent, in providing medical and other information the member deems necessary for the member to meet its obligations under federal and state disability laws.

E. Vocational Rehabilitation/Supplemental Job Displacement Benefits

1. Vocational Rehabilitation – Dates of injury prior to 1/1/04: Benefits pursuant to Labor Code Section 139.5 shall be timely provided. An accomplishment level of 100% shall be considered acceptable.
2. Supplemental Job Displacement Benefits – Dates of injury 1/1/04 and after: Benefits pursuant to Labor Code Section 4658.5 shall be timely provided. An accomplishment level of 100% shall be considered acceptable.
3. The third party administrator or self administered entity shall secure the prompt conclusion of vocational rehabilitation/SJDB and settle where appropriate. An accomplishment level of 95% shall be considered acceptable.

F. Reserving

1. Reserves shall be reviewed at regular diary and at time of any significant event, e.g., surgery, P&S/MMI, return to work, etc., and adjusted accordingly. This review shall be documented in the file regardless of whether a reserve change was made. An accomplishment level of 95% shall be considered acceptable.
2. Indemnity reserves shall reflect actual temporary disability indemnity exposure with 4850 differential listed separately. An accomplishment level of 100% shall be considered acceptable.

3. Permanent disability indemnity exposure shall include life pension reserve if appropriate. An accomplishment level of 100% shall be considered acceptable.
4. Future medical claims shall be reserved in compliance with SIP regulation 15300 allowing adjustment for reductions in the approved medical fee schedule, undisputed utilization review, medically documented non-recurring treatment costs and medically documented reductions in life expectancy. An accomplishment level of 100% shall be considered acceptable.

G. Resolution of Claim

1. Within 10 working days of receiving medical information indicating that a claim can be finalized, the claims examiner shall take appropriate action to finalize the claim. An accomplishment level of 95% shall be considered acceptable.
2. Settlement value shall be documented appropriately utilizing all relevant information. An accomplishment level of 95% shall be considered acceptable.

H. Settlement Authority

1. No agreement shall be authorized involving liability, or potential liability, of the Authority without the advance written consent of the Authority. An accomplishment level of 100% shall be considered acceptable.
2. The third party administrator shall obtain the Member's authorization on all settlements or stipulations in excess of the settlement authority provided in any provision of the individual contract between the Member and the claims administrator. An accomplishment level of 100% shall be considered acceptable.

IV. LITIGATED CASES

The third party administrator or self administered entity shall establish written guidelines for the handling of litigated cases. The guidelines should, at a minimum, include the points below, which may be adopted and incorporated by reference as "the guidelines".

A. Defense of Litigated Claims

1. The third party administrator or self administered entity shall promptly initiate investigation of issues identified as material to potential litigation. The Member shall be alerted to the need for in-house investigation, or the need for a contract investigator who is acceptable to the Member. The Member shall be kept informed on the scope and results of investigations. An accomplishment level of 95% shall be considered acceptable.
2. The third party administrator or self administered entity shall, in consultation with the Member, assign defense counsel from a list approved by the Member. (Note: If a Member is a County, to comply with Government Code Section 25203, the Member's list should be approved by a two-thirds vote of the governing board.) An accomplishment level of 95% shall be considered acceptable.
3. Settlement proposals directed to the Member shall be forwarded by the third party administrator, self administered entity or defense counsel in a concise and clear written form with a reasoned recommendation. Settlement proposals shall be presented to the Member as directed so as to insure receipt in sufficient time to process the proposal. An accomplishment level of 95% shall be considered acceptable.
4. Knowledgeable Member personnel shall be involved in the preparation for medical examinations and trial, when appropriate or deemed necessary by the Member so that all material evidence and witnesses are utilized to obtain a favorable result for the defense. An accomplishment level of 95% shall be considered acceptable.
5. The third party administrator or self administered entity shall comply with any reporting requirement of the Member. An accomplishment level of 95% shall be considered acceptable.

B. Subrogation

1. In all cases where a third party (other than a Member employee or agent) is responsible for the injury to the employee, attempts to obtain information regarding the identity of the responsible party shall be made within 14 calendar days of recognition of subrogation potential. Once identified, the third party shall be contacted within 14 calendar days with notification of the Member's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental entity, a claim shall be filed with the governing board

(or State Board of Control as to State entities) within 6 months of the injury or notice of the injury. An accomplishment level of 95% shall be considered acceptable.

2. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Member shall be entitled. An accomplishment level of 95% shall be considered acceptable.
3. The file shall be monitored to determine the need to file a complaint in civil court in order to preserve the statute of limitations. An accomplishment level of 95% shall be considered acceptable.
4. If the injured worker brings a civil action against the party responsible for the injury, the claims administrator shall consult with the Member about the value of the subrogation claim and other considerations. Upon Member authorization, subrogation counsel shall be assigned to file a Lien or a Complaint in Intervention in the civil action. An accomplishment level of 95% shall be considered acceptable.
5. Whenever practical, the claims administrator shall aggressively pursue recovery in any subrogation claim. They should attempt to maximize the recovery for benefits paid, and assert a credit against the injured worker's net recovery for future benefit payments. An accomplishment level of 95% shall be considered acceptable.

V. EXCESS COVERAGE

- A. Claims meeting the definition of reportable excess workers' compensation claims as defined by the Memorandum of Coverage Conditions Section shall be reported to the Authority within 5 working days of the day on which it is known the criterion is met. Utilize the Excess Workers' Compensation First Report Form available through the EIA website. An accomplishment level of 100% shall be considered acceptable.
- B. Subsequent reports shall be transmitted to the Authority on a quarterly basis on indemnity claims and on a semi-annual basis on future medical claims sooner if claim activity warrants, or at such other intervals as requested by the Authority, in accordance with Underwriting and Claims Administration Standards. Utilize the Excess Workers' Compensation Status Report Form available through the EIA website, or a comparable form to be approved by the Authority. An accomplishment level of 95% shall be considered acceptable.

- C. Reimbursement requests should be submitted in accordance with the Authority's reporting and reimbursement procedures on a quarterly or semi-annual basis depending on claims payment activity. Utilize the Excess Workers' Compensation Claim Reporting and Reimbursement Procedures available through the EIA website. An accomplishment level of 95% shall be considered acceptable.
- D. A closing report with a copy of any settlement documents not previously sent shall be sent to the Authority. An accomplishment level of 95% shall be considered acceptable.

Partner Programs

Background Check Services ♦ - Bundled in value-added packages for typical public employer background inquiries. If you require a custom background check solution, a variety of a la carte services are also available through this service.
Partner: **Plexus Global**

Body-Worn Cameras ♦ - A comprehensive body-worn camera program includes everything law enforcement agencies need to get up and running. The system provides body-worn cameras, data management software, secure cloud storage, and policy and implementation assistance.
Partner: **LensLock**

CPR Training ♦ - High quality CPR, First Aid, and AED training, coordinated through a single point of contact for your convenience.
Partner: **Health and Safety Institute (HSI)**

Cyber Security Services ♦ - Access a broad suite of state-of-the-art cyber security services, from the initial Risk Assessment, to Virtual Chief Information Security Officers (CISOs), Vulnerability Scans, and Managed Security Services.
Partner: **Synoptek**

DMV Employer Pull Notice (EPN) ● - The Drivers Direct System, a fully web-based employer pull notice system that allows members to monitor driving records, expiring licenses and other relevant documents.
Partner: **A-Check Global**

Drug & Alcohol Testing Consortium ♦ - Provides access to in-network pricing for drug and alcohol tests for both commercial and non-commercial drivers. Also includes access to a Medical Review Officer (MRO) and a Substance Abuse Professional (SAP).
Partner: **Alere Toxicology**

Fire Apparatus Inspection Software ♦ - **NEW!** Created to simplify routine maintenance inspections of fire apparatus and equipment checks. Create custom checklists based on your agency's criteria, or import editable forms from the shared library. The mobile application allows for easy and convenient inspections on - the - go.
Partner: **TargetSolutions**

Guard1 - Checkpoint System ♦ - Allows users to electronically log check-in points with timestamps, providing documented proof of completed routes. It can also be used for safety inspections and patrols in correctional and non-correctional environments, such as door checks, fire safety inspections, and perimeter patrols.
Partner: **TimeKeeping Systems**



LEGEND:

- Included
- ♦ Negotiated Rates

Incident Reporting System ♦ - Access to a comprehensive incident reporting platform. This tool allows an agency's employees, staff, or students to report incidents anonymously and safely with a cell phone app or online.
Partner: **STOPit**

Labor Law/Employment Practices Services ● - Legal experts provide advice on a variety of employment and labor law issues in a privileged, hotline format. This service also includes updates on emerging trends and common issues in monthly webcasts hosted on EIAtv.
Partner: **Eyres Law Group**

Protective Footwear ♦ - All footwear provided is made with slip resistant outsoles and SFC patented tread pattern, designed to channel liquids away from the sole. Their shoes also meet the American Society for Testing and Materials (ASTM) F-2413-11 Standard.
Partner: **Shoes for Crews (SFC)**

Risk Assessment Tool ● - Members can evaluate their risks through a series of online self-assessment questionnaires, with the ability to compare assessment results to best practices and regulatory requirements. Automatic linking to EIA resources and custom plans of action will assist with continuous improvement efforts.
Partner: **in2vate**

Safe School Ambassadors (SSA) ♦ - An anti-bullying program designed to teach and empower students to be leaders in their schools. Through a series of interactive training sessions, the SSA program teaches students non-violent communication and intervention skills to protect their peers and end bullying.
Partner: **Community Matters**

Safety Data Sheet (SDS) Management ♦ - Efficiently customize and automate Safety Data Sheet libraries across your entire organization. Users have access to a comprehensive database of SDS documents to assist in library creation.
Partner: **SafeTec**

Soft Tissue Injury Prevention ♦ - Customized injury prevention courses taught by fitness and body mechanics experts. The series of training sessions is designed to reduce the risk of sprains, strains, tears and repetitive motion injuries through encouraging healthy fitness habits and proper movement.
Partner: **Savvy Health Solutions**

Ready to implement the above programs within your agency?

Quick Start Guides are available that will walk you through a few, easy steps and get you started!



Risk Control Services Innovative Customized Solutions



Providing well-defined programs that meet your unique needs.

Questions? Please feel free to email EIA Risk Control at riskcontrol@csac-eia.org, call the number below, or check out the website for more information.

Staff Services

Revision: 11/2018

The following is a partial list of the custom services the EIA offers:

Direct Consultation - Our experienced team of consultants are familiar with both the regulatory requirements put forth by Cal/OSHA and with cost efficient solutions that will help control your identified risks. Specialist referrals are also available.

Services include:

- Policy/procedure assistance
- Loss Data Review/Analysis
- Participation in Safety & Wellness events

Subsidy Funds - Voluntary Risk Management Subsidy for EIA members who participate in a major program. Funds can be used for any risk management expense (such as participation in any of the EIA Partner Programs), other than payment of premiums.

Training Resources & Topics

Classroom/On-site Training - Instructor-led training programs on a variety of health and safety topics.

EIAtv - Members have exclusive, on-demand, 24/7 access to over 190 webcasts and training programs.

Learning Management System (LMS) - Access to an extensive catalog of web based training sessions for risk management as well as everyday business needs such as Microsoft Suite products. (**TargetSolutions**)

Regional Training - Seminars delivered across the state on various risk management topics, which are open to all EIA members.

Streaming Library - An online repository of safety and training videos. (**iTrainStation**)

Learning Management System

The EIA has partnered with [TargetSolutions](#) to deliver an online training and safety/risk management Learning Management System (LMS) that has over 200+ courses available for you and your public agency employees.

This innovative service gives members “anytime, anywhere” access to quality, cost-effective courses in a wide range of risk management topics, including: back injury prevention, employment practices for supervisors, fire extinguisher safety, driving safety, sexual harrassment awareness, and the Microsoft Office Suite of applications, just to name a few. A recent addition in TargetSolutions is their Special Education resource, which was added to the School Districts section. Check it out today!

EIAtv - Channels

EIAtv - Member-exclusive 24/7 access to 200+ on-demand webcasts.

Educators - This channel contains information and training programs that are most relevant to education members including webcasts on preventing child sexual abuse, school liability concerns, and school security.

EPL & Liability - The EPL & Liability Channel offers training sessions that cover acts arising from the employment process, which include: reasonable accommodation, discrimination, sexual harassment prevention, and retaliation.

Health & Benefits - The primary focus of this channel is to provide resources and training related to the EIA's Health and Benefits programs.

News & Administration - This channel includes EIA program specific webcasts on renewals and coverages, as well as introductions to our various services.

Occupational Health & Safety - This channel offers training sessions designed to provide viewers with best practices, regulation guidance, news, and tools involving workplace health, safety and illness prevention topics.

Risk Management - Webcasts on this channel cover common public agency risk management issues including a series on crisis incident management, cyber security and insurance requirements in contracts.

Workers' Compensation - This channel includes programs designed to provide assistance for those managing workers' compensation, including new case law and supervisor responsibilities.

Toolbox Resources

Best Practices Library - The Best Practices Library provides policy models, risk management programs, and examples designed for California public agencies. EIA staff and members like you have contributed these examples and model procedures.

Employment Practices Manuals - The [Interactive Process Manual*](#) and [Managing Multiple Leaves of Absence Manual*](#) were developed specifically for EIA members by the Eyres Law Group. Both manuals focus on California public agency employment matters by providing legal and policy guidelines, as well as customizable forms and checklists.

Essential Job Duties* - Created in order to assist EIA members with return-to-work programs, this classification specific document will help doctors and claims administrators determine relevant work capacities and if injured employees are able to return to work. In the Toolbox, there are over 40 classification specific examples available for you to tailor to your agency and utilize as part of your Return-to-Work Program.

Toolbox Resources *(continued)*

Information Sheets - Information Sheets provide valuable web-based resources to assist members with their risk management goals. EIA Risk Control staff has done the research and put together the best resources on various health and safety related topics for your organization.

Job Safety Analyses* - Management and supervisors can use the findings of a job safety analysis to identify and prevent hazards in their workplaces. In the Toolbox, you will find completed job safety analyses for over 40 public agency classifications in excel format.

Safety Talks: A Tailgate/Toolbox Resource* - 100+ safety meeting topics which may be used to lead and plan your next safety meeting. Download the entire resource and share with those in your agency responsible for leading safety meetings.

***A password is required to access this resource. Members, please contact EIA Risk Control at riskcontrol@csac-eia.org or 916.850.7300 for assistance.**

Educational Member Resources

Annual Training Session & Forum - The EIA conducts an annual training session for our Educational Members, with locations in [Northern](#) and [Southern California](#). Get ready for great speakers on trending topics and current events!

Education Connection - This monthly newsletter contains a broad spectrum of risk control and management topics relevant to educational organizations. To be added to the mailing list, please contact our Member Services at memberservices@csac-eia.org or 916.850.7300.

Risk Simplified - A series of informative documents developed by the EIA's Risk Control Department designed to assist our education members' effort to reduce losses and understand regulatory requirements. Risk Simplified provides guidance on a broad array of topics including playground safety, legislative updates, attractive nuisances, Cal/OSHA compliance, and more!

School Liability Handbook:

Student Activities & Employment Issues* - This handbook was created in conjunction with Lozano Smith, a law firm that specializes in school liability legal services. The handbook consist of 5 modules: School Activities and the Law, Protecting and Supervising Students, Additional Risk Management Concerns, Employment Issues for School Districts, and Form and Templates, all designed to help our Educational Members address liability concerns.

Educational Members, please contact Eric Lucero, EIA Sr. Risk Control Specialist at elucero@csac-eia.org or 916.850.7300 for assistance.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4.

DATE: April 16, 2019

TO: City Council

FROM: Steve Naveau, Human Resources Director, (805) 385-7947, steve.naveau@oxnard.org

SUBJECT: Changes to City-Administered Defined Contribution Plans.

RECOMMENDATION

That the City Council receive and file a report on the consolidation of the current 401(a), 457(b), and Post Employment Health Reimbursement deferred compensation plan recordkeepers to a single recordkeeping platform with VOYA. (Finance & Governance Committee approved 3-0)

BACKGROUND

The City of Oxnard provides employer-sponsored deferred compensation plans under Section 457(b) of the Internal Revenue Code ("IRC") and a money purchase plan under Section 401(a) of the IRC (the "Plans"). The 457(b) Plans provide tax benefits to employees who make deposits into the Plans on a pre-tax basis for their retirement. The 401(a) Plans provide defined contribution payments by the City to eligible City employees. Currently, the City offers multiple providers for the Plans, including Nationwide, ICMA-RC, MassMutual, and Transamerica (the "Recordkeepers"). In addition, the City provides certain eligible employees (firefighters and public safety fire managers) with a Post-Employment Health Reimbursement Plan ("PEHP") through three of the four Recordkeepers. PEHPs are used to accumulate assets on a tax-free basis that can be used to pay for qualified medical expenses after separation of service or retirement.

Due to the existence of various Plans with multiple Recordkeepers, City employees are currently not receiving the best investment options at the lowest prices, as no economy of scale exists. By consolidating all 457(b), 401(a), and PEHP assets to a single Recordkeeper, employees will be better served and their funds will grow more rapidly with significantly lower administrative fees, a higher rate of return on funds in the fixed account, and significantly better investment options.

Under the California State Constitution, Article XVI Section 17, government entities that sponsor 457(b), 401(a), and/or PEHP Plans have fiduciary responsibilities to ensure the operation and investment of the public retirement plan is for the exclusive purpose of providing benefits to participants and beneficiaries. The fiduciary responsibilities are to:

- Administer the plan,
- Ensure plan costs are reasonable, and
- Engage in a prudent process for making all decisions related to the operation of the plan, including decisions related to the plan's investments and related services.

As the fiduciary, the City has a responsibility to control the investment choices made available in the plans with Nationwide, ICMA-RC, MassMutual and Transamerica. To ensure that the City was meeting its fiduciary duties, staff contracted with SFG Retirement Plan Consulting, LLC ("SFGRPC"), a retirement plan consultant and investment

advisor. SFGRPC reviewed data from the Recordkeepers, including the administrative fees associated with those Plans, investment options, asset values, fixed account interest rates, and additional fees that may be charged by the Recordkeepers. SFGRPC also compared the information obtained from those Recordkeepers with other recordkeepers to determine whether the incumbent Plans were competitive and fees assessed from those investment options were reasonable.

Based on SFGRPC's analysis, City staff determined that the Plan participants as a whole would benefit by consolidating the Plans from the multiple Recordkeepers to a single recordkeeper. City staff evaluated the services and costs of existing and prospective recordkeepers and determined that a new recordkeeper, VOYA, would provide the lowest cost alternative with the highest level of resources and technology available to participants in the Plans. SFGRPC prepared a comprehensive investment menu that is higher in quality and lower in cost than the current menus and provides a higher blended fixed account interest rate to plan participants. By aggregating plan assets, the annual plan and investment fees are reduced by \$329,224 and the fixed account interest rate is increased from a blended 2.97% to 3.50%, providing estimated additional earnings to participants of \$102,242. Further, the 3.50% minimum fixed interest rate is guaranteed for three (3) years and is now available equally to all participants of the Plans. The combination of fee savings and fixed interest earnings provides an annual \$431,466 savings to participants based on their existing asset allocation. In addition, SFGRPC estimates a \$52 million positive impact to the Plans over a twenty-year period based on the reduction of fees, enhanced fixed account interest rate, and improvement in the quality of mutual fund investment options. City staff members have held meetings with representatives from all bargaining groups to discuss these positive changes and to address questions concerning the consolidation to VOYA. Bargaining group representatives have indicated acceptance of the proposed change.

In addition to the positive financial impact, the results of the consolidation of Recordkeepers to VOYA will provide participants with a comprehensive single platform and unified education services, thereby ensuring all plan participants are offered the same benefits at the same costs. By doing so, the City will have improved its position in meeting its fiduciary obligation in management of the Plans. City staff expects that participation in the Plans will increase as outreach and marketing of the plan will be unified, and a single provider will have better information to reach out to certain underrepresented bargaining groups. Both VOYA and SFGRPC will hold numerous educational sessions during the conversion over the next 90 days and on a regular basis going forward. Finally, plan participants will have access to VOYA's website and mobile apps for account management and its online retirement planning tools.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

FINANCIAL IMPACT

There is no financial impact to the City as a result of these actions. Savings and benefits accrue solely to the benefit of City employees participating in the Plans.

COMMITTEE OUTCOME

The Finance & Governance Committee approved 3-0 on February 12, 2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Mike More, Human Resources Manager

ATTACHMENTS

None



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5.**

DATE: April 16, 2019
TO: City Council
FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org
SUBJECT: Budget Appropriation from Fund Balance - Information Technology.

RECOMMENDATION

That the City Council approve two budget appropriations: (i) in the amount of \$242,000 from the Information Technology (IT) Fund Balance for the purpose of offsetting a reversal of ASES Grant Charges for FY 2018-19; and (ii) in the amount of \$203,004 for prepayment of FY 2019-20 IT vendor costs. (Finance & Governance Committee approved 3-0)

BACKGROUND

1. Recommended \$242,000 appropriation, which will affect fund balance

The IT Department operates off an Internal Service Fund structure, such that revenues and expenditures are designed to break even on an annual basis. The costs to operate the IT Department are allocated to all operating departments within the City. These funds are then used to cover the operational and capital needs for technology. The fund currently has a projected \$242,000 in ending fund balance at June 30, 2019, which may be used to cover unexpected expenses or a shortfall in revenue.

Through contracts with the Hueneme Elementary and Oxnard School Districts, the City of Oxnard Recreation and Community Services Division provides after-school programming, via the After School Education & Safety (ASES) program, to over 3,200 Oxnard children on thirty (30) school campuses. The City's FY 2018-19 budget assumed IT support to the ASES programs would be reimbursed by the Districts in the amount of \$247,598. However, IT does not support the ASES program to that degree because the Districts provide the majority of those IT services themselves. Therefore, there will be no reimbursement from them to the City this fiscal year.

This revenue shortfall in the IT internal service fund has created the need to find resources to offset the negative amount. Those resources are recommended to be an appropriation from fund balance. The recommended appropriation of \$242,000 would reduce projected fund balance at the end of FY 2018-19 to zero.

2. Recommended \$203,004 appropriation, which will NOT affect fund balance

The technology industry has adopted a financial model whereby customers like the City pay software license and usage charges in advance. This fiscal year the IT Department has \$203,004 worth of invoices in hand for software license and usage charges that apply to future fiscal years, but which must be paid this fiscal year. In order to pay those invoices, which are listed in the table below, the IT Department needs an appropriation for the \$203,004. This appropriation will not affect fund balance, because the prepayment will be recorded on the City's books as an asset this fiscal year, not as an expense. In essence, this is a balance sheet transaction, converting cash to prepaid items on the asset side of the balance sheet for the IT internal service fund. The appropriation is necessary, however, in order for the IT Department to pay the prepaid items to its vendors.

INVOICES

Vendor	Amount Due	2018-19 share
Accela Legislative	23,040	13,440
Accela CRM Public Stuff	26,632	15,536
CivicPlus	29,205	14,603+
Selectron	37,760	12,587
Microsoft EA	84,609	14,102
McAfee	5,728	1,432
Faronics	27,840	6,960
OpenGov	32,775	8,194
Lynda.com	2,100	350
Portford Solutions	12,221	1,018
Broderick Data	\$342	29
ASES Grant Chargeback Reversal	247,598	247,598
Everywhere Networks	2,025	2,025
Versatile	4,948	4,948
Digital Ocean (remaining for 18/19)	1,792	1,792
CLETS (remaining 18/19)	11,200	11,200
Corelogic (remaining 18/19)	2,330	2,330
Paypal (remaining 18/19)	3,360	3,360
Pacific Locators (remaining 18/19)	30,000	21,000
Superion THE	180,000	180,000
TOTAL	\$765,506	\$562,502

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Objective 2c. Create a standardized template to present financial and other data to the general public.

FINANCIAL IMPACT

The first recommended appropriation (for \$242,000) will use all of the projected ending fund balance in the Information Technology internal service fund. The second recommended appropriation will have no effect on fund balance, because it authorizes prepayment for vendor software and other support that will be delivered in a future fiscal year and does not affect expenses in the current fiscal year.

COMMITTEE OUTCOME

The Finance & Governance Committee voted 3-0 on March 26, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Kevin Riper, Chief Financial Officer, Keith Brooks, Information Technology Director

ATTACHMENTS

1. Budget Appropriation from Fund Balance - Information Technology
2. Balance Sheet Appropriation - Information Technology

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Information System
Project/Program
Manager: Keith Brooks

Date: April 16, 2019
Phone: 7597

Reason for Appropriation:

The City's FY 2018-19 budget assumed IT support to the After School Education & Safety (ASES) program would be reimbursed by the Districts in the amount of \$247,598. No such reimbursement will occur this year and therefore the department needs to offset this shortfall through this fund balance appropriation.

Accounts and Descriptions

AMOUNT

Fund: 731 - INFORMATION TECHNOLOGY

Expenditures/Transfers Out

73101 - FINANCIAL SERVICES

731-7301-856.88-06 RES.FOR SERV.LEVEL ALTERN / RESERVE APPR-SVC ALTE 242,000

Sub-total Expenditures 242,000

Net Change to Fund Balance (242,000)

Net Appropriation Change 242,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUEST FOR BALANCE SHEET APPROPRIATION

Department: Information Technology
Project/Program
Manager: Keith Brooks

Date: April 15, 2019
Phone: 805-385-7597

Reason for Appropriation:

Authorize prepayment of software license and usage charges and similar I.T. costs, via adjustment to balance sheet for Fund 731 Information Technology. Increase Assets / Prepaid Items by \$203,004, and decrease Cash by \$203,004. No impact to fund balance.

Accounts and Descriptions

AMOUNT

Fund: **Fund 731 Information Technology**

Balance Sheet - Other Assets - Prepayments

enter division or project name and number here

731-0000-109-1200 OTHER ASSETS/DEBITS/PREPAYMENTS 203,004

Sub-total 203,004

Balance Sheet - Cash

enter division or project name and number here

731-0000-101-0100 CURRENT ASSETS/CASH WITH TREASURER (203,004)

Sub-total (203,004)

Net Change to Balance Sheet 0

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6.

DATE: April 16, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc., to provide for the removal, transportation, recycling and disposal of household hazardous waste for an amount not to exceed \$250,000 per year and a total contract amount of \$750,000.

BACKGROUND

Regulations from the California Department of Resources Recycling and Recovery (CalRecycle) and the California Department of Toxic Substances Control require that household hazardous waste material that is collected at permitted facilities such as the Del Norte Regional Recycling and Transfer Station (Del Norte) be continuously processed and removed from the premises within 90 days of collection, or the facilities are subject to fines or penalties.

On December 12, 2017, the Council approved Agreement No. A-7988 with Safety-Kleen Systems, Inc. in the amount of \$100,000 for a term that expired November 7, 2018. The agreement provided for the removal, transportation, recycling, and disposal of household hazardous waste material collected at Del Norte. The agreement was extended for both spending authority and extension of time to December 31, 2018, to complete a new bidding process.

DISCUSSION

On January 17, 2018, the City issued a formal request for bids (RFB) for the removal, transportation, recycling, and disposal of HHW material. The RFB was advertised in the Vida newspaper, the City of Oxnard website, and the Public Purchase website. Fifteen (15) firms received the bid notification, and two (2) firms responded with bids by the April 26, 2018, deadline. The chart below provides a comparison of the pricing offered by the two responding firms. The chart focuses on the HHW materials that are most commonly collected citywide and at Del Norte:

HHW Material	Unit	Stericycle	Safety-Kleen
Used Motor Oil	55 Gallon Drum	\$103.52	\$50.00
Water Based Paint	55 Gallon Drum	\$180.00	\$180.00
Fluorescent Light Bulbs	Box of 37	No Charge	No Charge
Acid-Lead Auto, Motorcycle & Computer Batteries	Each	No Charge	\$20.00
Antifreeze	55 Gallon Drum	\$50.00	No Charge
Mixed Household Cleaners	55 Gallon Drum	\$110.00	\$165.00

Aerosol Cans	55 Gallon Drum	\$170.00	\$225.00
Toxic Liquid Generic Profile	55 Gallon Drum	\$292.00	\$475.00
Natural Gas Propane Tanks	5 to 15 Gallon Propane Tank	\$15.75	\$190.00
Mixed Alkaline Batteries	15 Gallon Drum	\$280.00	\$180.00
Empty 55 Gallon Poly Drum, (Supply)	Each	\$45.00	\$50.00
Totals		\$1,246.27	\$1,535.00

Stericycle and Safety-Kleen have previously provided HHW service at Del Norte. Both firms offer competitive pricing on several of the most commonly collected HHW materials as shown in the table above. Those items constitute approximately 90 percent of the materials collected at Del Norte. Based on the bid results, staff recommends that Stericycle be awarded the three-year term contract for HHW material removal, transportation, recycling and disposal, for an annual amount of not to exceed \$250,000 per year with a total contract value of \$750,000.

This agenda item came before the Utility Task Force (UTF) on December 6, 2018. The UTF authorized staff to proceed to the City Council with the agreement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

There are sufficient funds budgeted in FY 2018-19 (Account No. 631-6301-842-8209) in the Solid Waste Operating Fund to cover the estimated FY18-19 cost of \$125,000 for this service. The costs of the contract associated with future fiscal years will be included in future recommended budgets.

COMMITTEE OUTCOME

This agenda item came before the Utility Task Force (UTF) on December 6, 2018. The UTF authorized staff to proceed to the City Council with the agreement. This item was delayed in reaching the full City Council due to issues in obtaining the necessary signatures from the vendor.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - Stericycle Environmental Solutions Agreement A-8107

AGREEMENT FOR TRADE SERVICES
COVER PAGE

- (1) Agreement Start Date: May 8, 2019 **APRIL 16, 2019**  
- (2) Vendor: Stericycle Environmental Solutions, Inc.
- (3) Services: Vendor shall provide all labor, materials and equipment for the collection, removal, transport, recycling and disposal containment of Recyclable Household Hazardous Waste (RHHW). The Vendor shall collect, remove and transport RHHW from the Del Norte Regional Recycling and Transfer Station (Del Norte) to recycling disposal areas per the Scope of Services Exhibit.
- (4) Schedule of Services: On-call schedule for the collection, removal, transport, recycling and disposal containment of RHHW.
- (5) Agreement Ending Date: May 7, 2022
- (6) Total Agreement Amount: \$750,000 (May 2019 – May 2022).
- (7) City's Project Manager: James Torrez, Interim Materials Recovery Facility (MRF) Manager
- (8) Vendor's Project Manager: Luis Perez, Project Manager
- (9) Insurance Coverage: INS-I (includes Pollution Legal Liability)
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
 - ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
 - ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
 - ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|---|---|
| <p><i>FOR VENDOR:</i></p> <p>2490 West Pomona Blvd.,
Pomona, CA 91768
Attn: Luis Perez, Project Manager</p> | <p><i>FOR CITY:</i></p> <p>111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: James Torrez, Interim MRF Manager</p> |
|---|---|
- (12) Contact Emails:
- | | |
|---|--|
| <p><i>VENDOR'S PROJECT MANAGER:</i></p> <p>luis.perez@stericycle.com
jennifer.wagner@stericycle.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>james.torrez@oxnard.org</p> |
|---|--|

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|---|---|
| <ul style="list-style-type: none"> ☒ Scope of Services Exhibit ☒ Rates and Costs Exhibit ☒ Insurance Exhibit (INS-I) | <ul style="list-style-type: none"> ☒ Living Wage Policy Exhibit ☐ Prevailing Wages Exhibit ☒ Schedule of Services Exhibit |
|---|---|

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. 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. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor 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 and its employees, agents and subcontractors. 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.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.
9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.
10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor

Agreement No. A-8107

may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") 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 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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 City Attorney 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 any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

Agreement No. A-8107

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. 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 renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including

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patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and

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State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, 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 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. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. 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.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. 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 Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

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39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City’s regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as “(11) Addresses for Notice” on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. 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 to either of City or Vendor’s Project Managers’ emails listed in “(12) Contact Emails” on the Cover Page 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.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

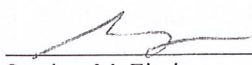
CITY OF OXNARD

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

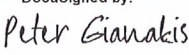
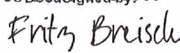
ATTEST:

 Michelle Ascencion, _____ Date _____
 City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

 _____ 3/14/19
 Stephen M. Fischer, _____ Date _____
 City Attorney (always required)

STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

DocuSigned by:
 _____ 3/27/2019
 DS EE54AD53D5524D7...
 Marc Scott, _____ Date _____
 Vice President of Sales Peter Gianakis Senior Vice President
 _____ 3/28/2019
 15850F129A2D410...
 Fritz Breisch, _____ Date _____
 Chief Financial Officer

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCOPE OF SERVICES EXHIBIT

Hazardous Waste Transportation: The Vendor shall load Recyclable Household Hazardous Waste (RHHW) designated for shipment (i.e., full drums, cubic yard boxes, etc.) into Vendor's truck. Vendor shall be licensed with the State of California Department of Toxic Substances Control and must have all necessary federal, state and local permits and approvals. Vendor's drivers, vehicles and equipment used to transport program (?) hazardous waste shall be certified for use in handling and transporting hazardous waste.

The Vendor shall transport all RHHW to pre-designated recycling, treatment or disposal facilities in accordance with federal, state and local laws and regulations. These facilities shall be licensed by the resident state and the United States Environmental Protection Agency. Facilities located within the State of California must be licensed by the State Department of Toxic Substances Control.

Non-conforming RHHW may be rejected by Vendor. Title, risk of loss and all other incidents of ownership to non-conforming RHHW shall remain at all times with the City (the generator). RHHW shall be considered non-conforming if it is not properly packaged, labeled or has constituents, characteristics or properties not disclosed on the Waste Profile. The City shall pay Vendor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming RHHW. Notwithstanding anything to the contrary, the City shall be responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out arising out of or related to non-conforming RHHW.

Manifesting: At Vendor's expense, manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation (D.O.T) description. City staff will review drum markings, labels and manifests prior to signing manifest and shipping RHHW. Vendor is responsible for providing proper D.O.T. placard of vehicle at time of shipment.

Vendor shall efficiently and correctly complete manifest of materials, complying with and satisfying, requirements such as:

- California Code of Regulations, Title 22
- Code of Federal Regulations, Title 40 and Title 49
- California Department of Toxic Substance Control
- U.S. EPA permitted disposal facility requirements for receiving hazardous materials
- Certified Unified Program Agency

Weighing RHHW: The Vendor shall weigh all RHHW. That net weight shall be listed on all manifests and bills of lading and included on all required reports, including CalRecycle Form 303 (excluding tare weight i.e., poly drums, pallets, cylinders, etc.) as provided by scale having current certification, as appropriate and necessary.

RHHW Destination Facilities: Vendor shall provide a list of facilities that accept RHHW for reclaiming or recycling disposal. Vendor shall include disposal site name, mailing and facility address, phone number and types of RHHW accepted at each facility. Vendor shall list all necessary operation permits, indicate the permit status for each facility and number of violations in the past the three (3) years. During the term of the Agreement, if the Vendor substitutes any facility on the list, Vendor shall notify the City within thirty (30) days and provide the Project Manager with the new facility information. The City reserves the right to audit or inspect any of the listed facilities to ensure their compliance.

The Vendor shall warrant that Vendor-owned, or approved for use, storage and/or treatment/disposal facilities

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are currently licensed and permitted at time of receipt of City's RHHW. In the event that a storage/treatment facility has lost its permitted status during the term of the Agreement, the Vendor shall promptly notify the City of such loss and work in good faith with the City to secure appropriate disposal capacity through other facilities. The Vendor shall disclose its ownership or financial interest in any storage, treatment or disposal facility proposed or used by the City.

RHHW Management Preferences: The Vendor shall follow, in order of preference, the City's RHHW management preferences for recycling options: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration and/or (6) landfill/stabilization. The Vendor shall recycle RHHW whenever feasible. The City aims to reflect the waste disposal hierarchy established by the State of California as much as possible. This hierarchy calls for source reduction and reuse first, then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. It is the City's intent to recycle, process, treat, minimize and consolidate as much RHHW as possible before shipment for final disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

The Vendor shall recycle easily recyclable materials and demonstrate that efforts are made to recycle more difficult materials. The City will be responsible for using abovementioned selected methods of disposal for each waste stream. In the event RHHW is not managed in accordance with the City's selected recycling methods, the Vendor shall pay liquidated damages in the amount of one thousand dollars (\$1,000) per 55 gallon drum.

Certificates and Documentation: The Vendor shall provide appropriate documentation certificates and records as required by applicable federal, state and local laws and regulations. All documentation shall be completed clearly, correctly and legibly. Copies of any manifest attachments shall be provided to the Project Manager at the time of transport. Documentation submittals for all work shall include but not be limited to:

- Bills of lading or non-hazardous waste manifests
- Hazardous waste manifests and continuations sheets
- Labpack inventory sheets
- Certificates of destruction, decontamination, disposal and/or recycling
- Monthly and annual CalRecycle Form 303
- Event summary reports

Appropriate copies of the documentation listed above shall be furnished to the City's Project Manager at the time of waste shipment or at a time mutually agreed upon in writing by the City and Vendor.

If required by the City's Project Manager, the Vendor shall provide reconciliation of manifests and a letter of explanation for any shipping or manifest discrepancies.

The Vendor shall furnish closed originals of all uniform (and non-hazardous) waste manifests, signed by a duly authorized representative of the receiving treatment, storage and disposal facility, to the City's Project Manager within forty-five (45) calendar days of RHHW shipment.

At all times during the transportation, storage and disposal of RHHW managed under this Agreement, the Vendor shall know the location, condition and status of each item managed. Upon request, the Vendor shall make this information available in written progress reports to the City's Project Manager. The progress reports shall include a listing of items removed, referenced by identification and uniform hazardous waste manifest numbers. The reports shall contain a description of the location and status of RHHW on the date of the progress report.

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Reporting: The Vendor shall complete CalRecycle Form 303 for each fiscal year and submit it to the City by September 30. The Vendor shall provide the information through electronic mail in a format approved by the City. The Vendor shall provide quarterly reports, including tables and charts depicting the amounts and types of RHHW categories collected and management methods of materials collected. Vendor shall provide the City with certificates of recycling and treatment and/or certificates of destruction within 30 days upon the City's request.

Spill Prevention and Clean Up: The Vendor shall only use methods, equipment and practices required by all federal, state and local laws and regulations, as well as industry recommended and approval methods, equipment and practices, to ensure that no discharges, releases, spills or leakage occur during the loading, transportation, storage and disposal of RHHW managed under this Agreement.

In the event of a discharge, release, spill or leakage of RHHW during loading, transportation, storage or disposal of wastes, the Vendor shall take immediate action to protect human health and the environment. At no expense to the City, the Vendor shall be fully responsible for the remediation and clean-up any such discharge, release, spill or leakage, in accordance with all applicable federal, state and local laws and regulations.

Should any accident or incident occur that results in any discharge, release, spill or leakage, the Vendor shall notify the City's Project Manager by telephone or in person as soon as practicable, after the immediate emergency measures have been undertaken. The Vendor shall notify and report the event to the appropriate regulatory or emergency response agencies, as required under federal, state, and local laws and regulations, .

At its discretion, the City may decide the actions to be taken, should any discharge, release, spill or leakage of RHHW occur during loading and/or transportation activities on City property. The Vendor shall compensate the City for any costs incurred for response to any discharge, release, spill or leakage of RHHW occurring on City property during unloading vehicles, loading, packaging and/or transportation activities caused by Vendor's negligence. If requested by the City, the Vendor shall furnish the City's Project Manager with a detailed written report describing any discharge, release, spill or leakage of hazardous wastes during transportation, storage or disposal of RHHW.

The Del Norte Station RHHW Drop-Off Center is outdoors. The Vendor shall protect the collection area from any runoff of residual materials or spills.

Regulatory Requirements: The Vendor is responsible for keeping up to date on all regulations pertaining to the management of RHHW. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (CalRecycle) programs, such as the Battery and Paint Stewardship Acts and regulations and policies relating to the environmentally sound management and recycling of RHHW.

Monthly Invoice: Vendor shall send a monthly invoice to City for Vendor's cost of loading, transport and delivery of RHHW to licensed and permitted recycling centers. The monthly invoice shall itemize types, quantities and unit costs of RHHW and dates of service. The invoice shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation and any other cost directly or indirectly relating to the work. City shall pay Vendor within thirty (30) days of receiving monthly invoice.

Safety Practices: Vendor shall follow all City operational and safety practices while providing service at the Del Norte Facility. Vendor shall comply with all City policies, procedures and practices regarding traffic safety and the wearing of personal protective equipment, such as hard hats, safety-vests, safety glasses, gloves and safety footwear.

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Household Battery Collection: Once a month, or as requested by the Project Manager, Vendor shall pick-up batteries from collection points at satellite locations within the City, such as City Hall, the Public Safety Building, the Municipal Service Center, the Corporate Yard and other buildings and facilities owned and operated by the City,.

RATES AND COSTS EXHIBIT

Containerized Waste Service	Type of Container	Price Per Container
4' Fluorescent Bulb	Per Box of 37 Per Bulb	\$0.00 "No Charge"\$0.00 "No Charge"
8' Fluorescent Bulb	Per Box of 37 Per Bulb	\$0.00 "No Charge" \$0.00 "No Charge"
Metal Halide Bulb	Per Bulb	\$4.00 (\$25 minimum)
Oil Based Paint Waste	55 gallon drum	\$185.00
Water Based Paint Waste	55 gallon drum	\$180.00
Mixed Solvent/Sludge Waste	55 gallon drum	\$185.00
Absorbent Waste	55 gallon drum	\$110.00
Aerosols Cans	55 gallon drum	\$170.00
Mixed Household Cleaner Waste	55 gallon drum	\$110.00
Antifreeze	55 gallon drum	\$50.00
Mixed Alkaline Batteries Waste	15 gallon drum	\$110.00
Used Oil,	55 gallon drum	\$103.52
Drained Oil Filters	55 gallon drum	\$103.52
Propane Cylinders Camping Stoves	Each	\$15.75 (20 lb. minimum)
Natural Gas Propane Tanks	5 to 15 gallon tank	\$15.75
Misc. Non Propane Gas Tanks	Each	Cost + 10%
Vacuum Truck Service	Hour Rate	\$115.00
Oily Water/Clarifier Pit Waste 10-30% Solid	Per Gallon	\$1.25

Agreement No. A-8107

Acid-Lead Batteries	Auto	\$0.00 per battery "No Charge"
	Motorcycle	\$0.00 per battery "No Charge"
	Computer	\$0.00 per battery "No Charge"
Oxygen cylinder, medium	Each	\$25.00
Acetylene cylinder, large	Each	\$50.00
Helium cylinder, 5 gallon	Each	\$25.00
Methylacetylene (propyne) and propadiene gas, medium	Each	\$25.00
Carbon dioxide cylinder, medium	Each	\$25.00
Non-Resource Conservation and Recovery Act Liquids lab pack	55 Gallon Drum	\$104.00
Lithium ion batteries, non-universal	Per Pound	\$5.25 (10 pound minimum)
Ni-cad batteries, dry, universal waste	Per Pound	\$1.42 (35 pound minimum)
Labor Charges for specialized service		
Chemist for any repacking of drums	Per Hour	\$96.00
Technician for any repacking of drums	Per Hour	\$96.00
Driver for any loading time greater than 1 hour	Per Hour	\$42.00
Hazardous Characterization of unknowns	Each	\$30.00
Supply Charges		
55 gallon poly drum, new	Each	\$45.00

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30 gallon poly drum, new	Each	\$30.00
15 gallon poly drum, new	Each	\$20.00
5 gallon poly drum, new	Each	\$10.00
Cubic yard box	Each	\$60.00
Vermiculite, 3 cubic yard	Each	\$20.00
4 foot fluorescent barrels (slide-top)	Each	\$50.00
8 foot fluorescent barrels (slide-top)	Each	\$50.00
4 foot straight fluorescent tube boxes	Each	\$30.00
8 foot straight fluorescent tube boxes	Rach	\$40.00
Household Battery Collection Service	Per Stop at City site locations	\$125.00

**INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)**

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, 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. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor 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-I. 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

3.

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

4. Vendor 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.

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

6. 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**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. 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.

7. 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 vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

Agreement No. A-8107

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Agreement No. A-8107

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE							
		ENDORSEMENT NO. _____	ISSUE DATE (MM/DD/YY) _____						
PRODUCER Telephone: _____ NAMED INSURED		POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which) APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: _____ CITY AGREEMENTS/PERMITS							
TYPE OF INSURANCE GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE		OTHER PROVISIONS Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____							
COVERAGES GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="text-align: center;">EACH OCCURRENCE</th> <th style="text-align: center;">AGGREGATE</th> </tr> <tr> <td style="height: 100px;"></td> <td style="height: 100px;"></td> </tr> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE		
LIABILITY LIMITS IN THOUSANDS \$									
EACH OCCURRENCE	AGGREGATE								
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.									
ENDORSEMENT HOLDER									
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____							

Agreement No. A-8107

SUBMIT IN DUPLICATE															
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-weight: bold;">ENDORSEMENT NO.</td> <td style="width: 50%; font-weight: bold;">ISSUE DATE (MM/DD/YY)</td> </tr> </table>	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)												
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PRODUCER Telephone: _____	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="font-weight: bold;">POLICY INFORMATION:</td> </tr> <tr> <td colspan="2">Insurance Company: _____</td> </tr> <tr> <td colspan="2">Policy No.: _____</td> </tr> <tr> <td>Policy Period: (from) _____</td> <td>(to) _____</td> </tr> <tr> <td>LOSS ADJUSTMENT EXPENSE _____</td> <td>Included in Limits In Addition to Limits _____</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Deductible _____ Self-Insured Retention (check which) of \$ _____</td> </tr> <tr> <td>with an Aggregate of \$ _____ applies to _____</td> <td>coverage. Per Occurrence Per Claim (which)</td> </tr> </table> APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: _____	POLICY INFORMATION:		Insurance Company: _____		Policy No.: _____		Policy Period: (from) _____	(to) _____	LOSS ADJUSTMENT EXPENSE _____	Included in Limits In Addition to Limits _____	Deductible _____ Self-Insured Retention (check which) of \$ _____		with an Aggregate of \$ _____ applies to _____	coverage. Per Occurrence Per Claim (which)
POLICY INFORMATION:															
Insurance Company: _____															
Policy No.: _____															
Policy Period: (from) _____	(to) _____														
LOSS ADJUSTMENT EXPENSE _____	Included in Limits In Addition to Limits _____														
Deductible _____ Self-Insured Retention (check which) of \$ _____															
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NAMED INSURED	CITY AGREEMENTS/PERMITS _____														
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LIMIT OF LIABILITY															
\$ _____ per accident, for bodily injury and property damage.															
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Signature _____ (original signature required)															
Telephone: () _____ Date Signed _____															

LIVING WAGE POLICY EXHIBIT

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, Vendor 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 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 I attached hereto and incorporated herein by this reference.
8. If Vendor 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. 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 the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.67 per hour for each hour that such employee provides services under this Agreement. 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 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.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018**

42. 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 **\$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, 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 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 page 5 of the Agreement for Trade Services.

SCHEDULE OF SERVICES EXHIBIT

Vendor shall provide Services during scheduled business hours Monday through Saturday from 8:00 a.m. to 4:00 p.m. on an on-call basis upon the request of the City. Vendor shall return service calls or emails within twenty-four (24) hours of the initial call or email from the City. Vendor shall schedule the collection of RHHW for transport and delivery to a specialized recycling center within forty-eight (48) hours of the initial call or email upon request of City.

The City does not guarantee Vendor any minimum or maximum amount RHHW that the City and Vendor agree to in this Agreement. City shall provide access to Vendor for loading RHHW into their transport vehicle. Vendor shall be excused for delays resulting from causes beyond the control of Vendor. The denial of Services by the Vendor may be interpreted as nonperformance and breach of the Agreement.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7.

DATE: April 16, 2019

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Senate Bill 1 (SB1) Local Streets and Roads Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List.

RECOMMENDATION

That City Council authorize the Mayor to adopt a resolution approving the Senate Bill 1 (SB1) Local Streets and Roads, Road Maintenance and Rehabilitation Account (RMRA), Fiscal Year 2019-2020 project list, in the amount of \$3,417,896, and carry-over prior year balance, and projects previously listed that will continue to utilize RMRA funding in Fiscal Year 2019-20. (Public Works & Transportation Committee approved 3-0.)

BACKGROUND

In 2017, the Governor approved the SB1 Road Repair and Accountability Act. SB1 created the Local Streets and Roads Program, RMRA account, by increasing fuel taxes and vehicle registration charges, to provide an estimated \$52.4 billion in revenue over ten (10) years.

State Reporting Guidelines require that local jurisdictions provide the California Transportation Commission (CTC) with an annual resolution, identifying projects that will utilize RMRA funding, including description, location, proposed schedule, and estimated useful life of each project. The resolution must also include projects previously listed that may continue to utilize RMRA funding in the subsequent fiscal year.

The City of Oxnard is complying with the CTC eligibility requirements by adopting the annual resolution and submitting annual reporting of expenditures, including additions or omissions to prior lists, which is allowable through the Guidelines. Public Works Staff submit the required documents to the CTC through the State of California Cal-Smart database.

DISCUSSION

In FY17-18, City Council identified \$1,100,000 for the Auto Center Commercial Area Resurfacing project. Construction is substantially complete. FY17-18 has a zero balance.

FY 2017-2018 – Total \$1,100,000		
Fiscal Year	Amount	Project
2017-2018	\$1,100,000	Auto Center Commercial Center Resurfacing
Balance	\$0	

In FY18-19 City Council identified \$1,400,000 for Cooper Road and \$2,050,272 for Rice Avenue Resurfacing projects. Design is underway for both projects, however the remaining construction funding for Rice Avenue Resurfacing is being reprogrammed to a future year. As an addition to the list, City Council appropriated \$747,223 for Vineyard Avenue and North Patterson Road Resurfacing. Construction is estimated to begin in March 2019. FY18-19 has a balance of \$913,049.

FY 2018-2019 – Total \$3,450,272		
Fiscal Year	Amount	Project
2018-2019	\$1,400,000	Cooper Road Resurfacing
2018-2019	\$390,000	Rice Avenue Resurfacing
2018-2019	\$747,223	Vineyard Avenue Resurfacing
Balance	\$913,049	

In FY19-20, Staff recommends that City Council adopt a Resolution identifying the following projects:

FY 2018-2019 - \$913,049 balance carry-over		
FY 2019-2020 - \$3,417,896		
Total \$4,330,945		
Fiscal Year	Amount	Project
2019-2020	\$1,554,506	Wilson Neighborhood Street Resurfacing
2019-2020	\$1,169,000	Hobson Park East Neighborhood Street Resurfacing
2019-2020	\$812,339	Five Points Neighborhood Street Resurfacing
2019-2020	\$436,590	Commercial Central Neighborhood Street Resurfacing
2019-2020	\$226,115	Golf Course and Victoria Estates Street Resurfacing
2019-2020	\$132,395	College Park Neighborhood Street Resurfacing
Balance	\$0	

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:
Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Recommended Action and Resolution list projects only to meet State requirements, and do not appropriate funds through this item.

COMMITTEE OUTCOME

The Public Works & Transportation Committee approved 3-0 on March 26, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Burris DeBenning, Management Analyst II

ATTACHMENTS

1. Attachment A - 2018-4-16 SB1 RMRA Resolution

RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR
FISCAL YEAR 2019-20 FUNDED BY
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Oxnard must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion and the estimated useful life of the improvement; and

WHEREAS, the City of Oxnard will receive an estimated \$3,417,896 in RMRA funding in Fiscal Year 2019-20 from SB 1; and

WHEREAS, this is the third year in which the City of Oxnard is receiving SB 1 funding which will enable the City of Oxnard to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Oxnard has undergone a robust public process to ensure public input into our community's transportation priorities (the project list); and

WHEREAS, the City of Oxnard used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Oxnard maintain and rehabilitate six (6) streets and road projects throughout the City this year and ten (10) similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City’s streets and roads are in an poor condition and that this revenue will help the City increase the overall quality of its road system, and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Oxnard, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues:

Project Name	Description of Work	Location	Estimated useful life	Anticipated construction schedule start/end
Wilson Neighborhood Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Wilson Neighborhood	15 years	4/01/2020 to 9/01/2020
Hobson Park East Neighborhood Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Hobson Park East Neighborhood	15 years	3/01/2020 to 7/01/2020
Five Points Neighborhood Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Five Points Northeast Neighborhood	15 years	8/01/2019 to 12/01/2019
Commercial Central Neighborhood Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Pacific Ave Commercial Area Neighborhood	15 years	8/01/2019 to 12/01/2019
Golf Course and Victoria Estates Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Golf Course and Victoria Estates Neighborhoods	15 years	9/01/2019 to 1/01/2020
College Park Neighborhood Street Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	College Park Neighborhood	15 years	8/01/2019 to 12/01/2019

3. The following previously proposed and adopted projects may utilize fiscal year 2019-20 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City/County is reaffirming to the public and the State the City's intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Name	Description of Work	Location	Estimated useful life	Anticipated construction schedule start/end
Cooper Road Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Oxnard Blvd. to N. Juanita Ave	15 years	6/01/2020 to 12/01/2020
Rice Avenue Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Fifth Street to Gonzales Rd	15 years	6/01/2023 to 12/01/2023
Vineyard Avenue Resurfacing	Street overlay, ADA improvement, Concrete work, Traffic striping	Oxnard Blvd. to Gonzales Rd	15 years	4/01/2019 to 9/01/2019

PASSED AND ADOPTED by the City Council of the City of Oxnard, State of California, this _____ day of _____, 2019, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8.**

DATE: April 16, 2019
TO: City Council
FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org
SUBJECT: Approval of a Budget Appropriation for the Special Districts Administration Fund 172.

RECOMMENDATION

That the City Council approve a budget appropriation of \$85,412 from the Fund 172 Fund Balance to the Special Districts Administration Fund 172 expenditure budget.

BACKGROUND

The Special Districts Division of the Public Works Department manages landscape maintenance districts (LMDs), community facilities districts (CFDs) and waterways districts within the City of Oxnard. Within each district, there are designated services that are covered by the special assessments levied on property owners. The parcels located in these assessment districts are assessed on their annual property tax bill as a separate line item and the City is responsible for administering those funds. The funds cover a variety of authorized services, including landscape maintenance.

With the approval of the 2016/2017 Fiscal Year budget, the Special Districts Division was formally designated as a standalone division and Fund 172 was created in order to provide greater transparency of the Division's consulting costs, overhead and administrative expenditures. Expenditures are to be offset by the revenues collected from the various assessments. Prior to the 2016/2017 Fiscal Year budget, elements of the management of Special Districts were performed in both the Finance and Public Works Departments. In the 2018/2019 Fiscal Year budget, the Special Districts Division was transferred to the management of the Public Works Department.

Currently, the projected expenditures associated with Fund 172 are weighted out across all of the assessment districts and are only assessed/levied in accordance with the anticipated expenditure budget. Revenues associated with true expenditures are collected from the assessment districts, resulting in a net zero balance at the end of each Fiscal Year.

DISCUSSION

Special Districts Administrative (Fund 172) budget for Fiscal Year 2018/2019 is projected to have an increase to the contracts and fleet services line items. The contracts line item will support additional consulting services for assistance with budget preparation and levy administration. The fleet maintenance line item will support costs associated with the maintenance of vehicles and equipment. Assessment districts were assessed/levied for the projected expenditures that were submitted during the budget process and currently have surplus funds to cover these anticipated additional costs.

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

There is no impact on the General Fund. This budget appropriation is in the amount of \$85,412 from the Fund 172 Fund Balance to the Special Districts Administration Fund 172 expenditure budget. The following expenditure budget line items that will be impacted are as follows:

Account Number	Description	Current FY 17/18 Budget	Adjusted FY 17/18 Budget	Net Increase
172-1606-805-8209	CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT	\$58,357	\$111,870	\$53,513
172-1606-805-8439	OTHER SERVICES / EQUIP MAINTENANCE CHGS	\$0	\$31,899	\$31,899
			TOTAL	\$85,412

COMMITTEE OUTCOME

This item was not presented at the Public Works and Transportation Committee due to time constraints.

Prepared by: Jeri Cooper, Manager

ATTACHMENTS

1. Budget Appropriation - Special Districts Fund 172

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Jeri Cooper

Date: April 16, 2019
Phone: 805-200-5334

Reason for Appropriation:

Appropriate funds from surplus fund balance to cover costs associated with Fund 172 Special Districts Administration Budget.

Accounts and Descriptions

AMOUNT

Fund: 172- SPECIAL DISTRICTS ADMINISTRATION FUND

Revenues/Transfer In

172-1606-805-8209	CONTRACTS & SERVICES/SVCS-OTHER PROF/CONTRACT	53,513
172-1606-805-8439	OTHER SERVICES/EQUIP MAINTENANCE CHGS	31,899
	Sub-total Revenues	85,412

Net Change to Fund Balance	(85,412)
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Net Appropriation Change	0
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Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

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



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. L.1.

DATE: April 16, 2019
TO: City Council
FROM: Jeffrey Lambert, Community Development Director, (805) 385-7882, jeffrey.lambert@oxnard.org
SUBJECT: Zone Text Amendment to Oxnard City Code Chapter 16 Article II and Article V, Division 13 Related to Accessory Dwelling Units: Continuation of Public Hearing.

RECOMMENDATION

That the City Council continue the noticed public hearing to the May 7, 2019 City Council regular meeting.

BACKGROUND

N/A

STRATEGIC PRIORITIES

N/A

FINANCIAL IMPACT

N/A

COMMITTEE OUTCOME

N/A

Prepared by: Kathleen Mallory, Planning & Environmental Services Manager, Chris Williamson, Contract Planner

ATTACHMENTS

None



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.1.

DATE: April 16, 2019

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Introduction of the Oxnard Housing First Model to Address Homelessness (30/45/20)

RECOMMENDATION

That the City Council receive this introduction to the Oxnard Housing First Model to address homelessness, provide input, and file the report.

BACKGROUND

The City of Oxnard adopted the five-year Homeless Plan in the Fall of 2018. The Plan established the groundwork for homeless services in the City of Oxnard focused primarily on sheltering services. Its strategies have been effective but have a plateau in its reach, and ultimately it is not geared toward ending homelessness.

If we continue to focus on sheltering only, Oxnard's homeless problem will worsen.

Meanwhile, complaints about homeless encampments will continue and our efforts to address them will do the following:

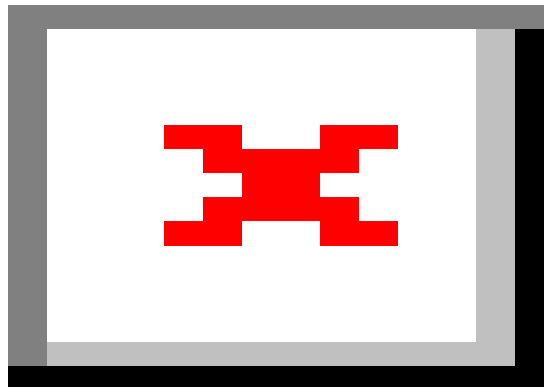
1. Drain General Fund dollars.
2. Divert City resources.
3. Provide temporary relief to the impacted area.
4. Move the problem to another area.
5. Anger and frustrate the new area where the homeless move to.

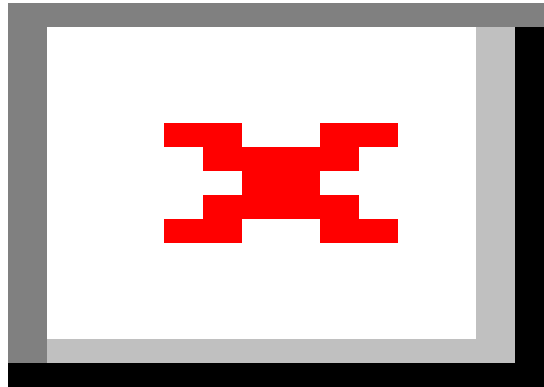
In order to effectively resolve homelessness issues, both for the homeless individuals and for the community at large, staff has begun the discussion introducing a change in homeless policy, seeking to add a Housing First model to our Homeless Plan that can actually resolve homelessness.

Homelessness in Oxnard

The State of California and many urban centers throughout the nation, especially on the West Coast, have experienced a recent explosion in homelessness. While Oxnard's homeless population remains smaller than other California cities, it is becoming more and more problematic, disruptive, and in some circumstances, severe.

Homelessness is caused by a wide variety of factors which often overlap. The 2019 Ventura County Point-In-Time count revealed there were a total of 455 unsheltered homeless persons in Oxnard; 450 were adults. Of the 450 adults counted, volunteers were able to administer 352 surveys. Some of the homeless persons marked off multiple categories on the survey.





Homeless by location

DISCUSSION

Introduction

The City of Oxnard, working with our many partners, has been able to manage the homeless situation, including achieving housing for some of the homeless. These efforts require a significant amount of resources yet do not ultimately end homelessness for individuals and families. The homeless population will continue to grow, and if we continue doing what we have been doing, the problem will only get worse for the entire city.

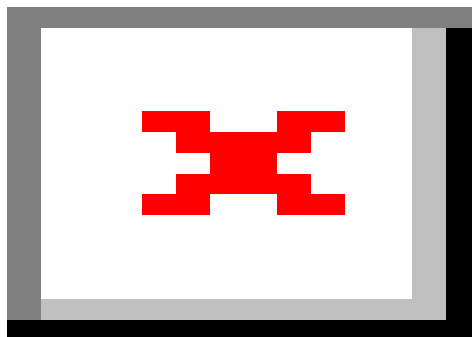
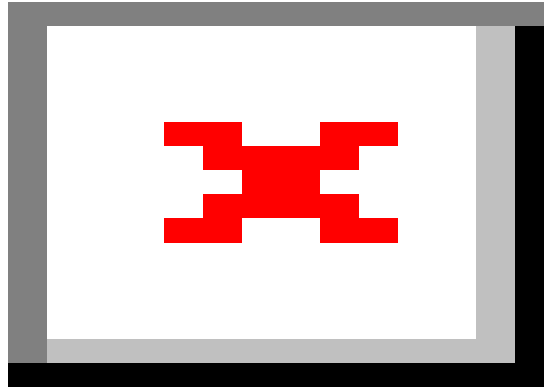
We understand that as we focus on housing the unsheltered homeless, there is much other work to be done to assist families and individuals on the edge and prevent more from becoming homeless – there are several agencies and organizations doing such work.

The focus of Oxnard Housing First is to house individuals and families in order to:

1. Effectively help get homeless individuals on the sustained path to stability.
2. Get homeless individuals off the streets, out of the parks, away from environmentally sensitive areas, and out of the business districts.

3. Reduce the number and frequency of pop-up encampments.

We know what the problems for the homeless are, their complexities, nuances, and extreme difficulties. We know half of the homeless by name, what their primary challenges are, and usually where they are. We acknowledge the many nuisances caused by some homeless individuals and encampments – the unhealthy conditions, the criminally dangerous conditions, the environmentally hazardous conditions, especially at the beach and the river, and the interference with commerce in our business districts.



Over the last decade the City has done a good job managing homelessness, including ending homelessness for some. The traditional approach, referred to by HUD as Housing Readiness, is simply not adequate anymore in its ability to meet the challenges of today's increasing homeless population. This approach now mostly serves to manage the homeless, while not effectively ending homelessness.

The significant resources the City expends to address homelessness can be understood in three broad categories:

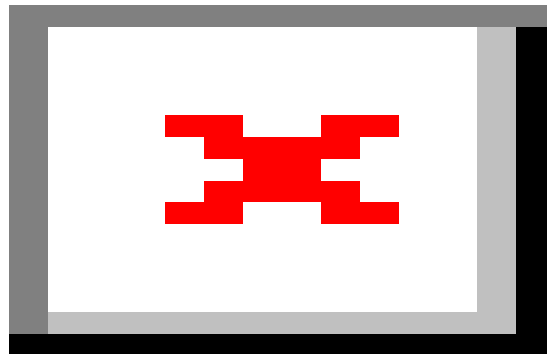
1. To address the *IMPACTS* homelessness has on the greater community.
2. To provide *SERVICES* to homeless individuals and families.
3. To *INVEST* in ending homelessness.

In the last two years, the City has had to divert significant resources to addressing the *impacts* that homelessness has on the entire community – ranging from police and fire to code enforcement and public works. The tables below outline a conservative estimate of these costs. These numbers are as accurate as possible at this point, but are likely an under-representation of all the costs associated with addressing homelessness, such as ambulance and emergency room costs. And of course there are costs associated with the interference with commerce caused by homeless presence and activity in our business districts.

The bottom line is the City has expended approximately \$3,267,483 in the last two years to address homelessness. Of this amount, \$2,302,483 was spent on responding to the community impacts of homelessness, and \$965,000 was spent providing services to the homeless. Almost none of this ends homelessness. It simply manages the problems and moves them from place to place.

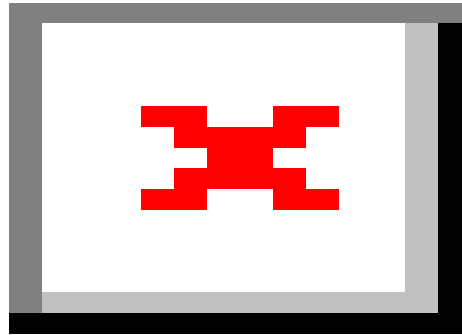
2018 Police Department Homelessness Costs						
Classification	Overall	% Related to Homelessness	Homeless Total	Officer Min. Per Call	Total Minutes	Cost (\$1.44/Minute)
Subject Bothering/ Disturbing	16,942	90%	15,248	30	457,434	\$658,705
Person Down	4,950	90%	4,455	30	133,650	\$192,456
Public Intoxication	121	75%	91	30	2,723	\$3,921
5150 (Mental Health)	203	50%	102	120	12,180	\$17,539

HOM (Specific to Homelessness)	2,898	100%	2,898	30	86,940	\$125,194
TOTAL	25,114		22,793		692,927	\$997,815
2017 Police Department Homelessness Costs						
Classification	Overall	% Related to Homelessness	Homeless Total	Officer Min. Per Call	Total Minutes	Cost (\$1.44/Minute)
Subject Bothering/ Disturbing	15,676	90%	14,108	30	423,252	\$609,483
Person Down	5,608	90%	5,047	30	151,416	\$218,039
Public Intoxication	173	75%	130	30	3,893	\$5,606
5150 (Mental Health)	237	50%	119	120	14,220	\$20,477
HOM (Specific to Homelessness)	2,268	100%	2,268	30	68,040	\$97,978
TOTAL	23,962		21,672		660,821	\$951,583
		2017 & 2018 TOTAL		\$1,949,398		



Code Compliance Costs	
Cost Description	2018
City Corp Assistance	\$1,687.41
Environmental Resources	\$55,528.60
All Other Abatement Costs	\$268,402.86
Total	\$325,618.87

2019 Fire Department Homelessness Costs To Date						
Incident Classification	Overall	% Related to Homelessness	Homeless Total	Average Min. Per Incident	Total Minutes	Cost
EMS	3864	4.58%	177	12	2597	\$13,712.16
Fire	243	5.76%	14	41	2022	\$10,676.16
Misc/Other	171	14.62%	25	5	163	\$860.64
Public Service Assist	539	1.48%	8	10	177	\$934.56
Rescue	389	3.08%	12	13	243	\$1,283.04
Total	5206		236		5202	\$27,466.56

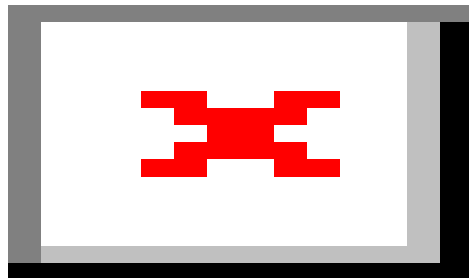


The City has also expended resources providing *services* to the homeless.

Housing Department Homelessness Services Costs	
Description	Amount
Shelter Operations - Oxnard	\$200,000
Shelter Operations - City of Ventura	\$180,000
Shelter Operations - County of Ventura	\$180,000
Federal Funds for Non-profits	\$182,000
Administrative Costs for Distributing Federal Funds	\$14,000
ADA & Capital Improvements of Gabriel's House (part of the homeless program services) for FY 2018-2019 & 2019-2020	\$209,000
Total	\$965,000

Finally, here is an example of the federal funds that could be leveraged if *investing* in ending homelessness.

Housed	Federal Investment	City Investment
2 individuals housed from Emergency Solutions Grant - Rental Assistance	\$11,414/yr. rent per person (\$22,828)	\$646/yr. case management per person (\$1,292)
8 families housed from Tenant Based Rental Assistance	\$11,414/yr. rent per family (\$91,312)	\$646/yr. case management per family (\$5,168)
6 families housed from County's Rapid Rehousing	\$12,000/yr. rent per family (\$72,000) \$1,500/yr. case management per family (\$9,000)	
Total	\$195,140	\$6,460



Continuing the Current Efforts

Adoption of the Oxnard Housing First Plan does not mean termination of existing efforts and partnerships. Basic needs and services will continue to have to be met. The City will continue to address the impacts of homelessness. We expect

those impacts will diminish as we actually start to house individuals and families.

If we commit to creating an Oxnard Housing First Plan, staff projects that we can, beginning in 2020, start to house the unsheltered homeless population. Over the next ten years, absent a severe economic fluctuation, we will be able to significantly reduce the number of unsheltered homeless in Oxnard.

The Oxnard Housing First plan can effectively end homelessness for the majority of the population, reduce the impacts to the greater community, and save the public's dollars being spent to address those impacts. It will require a ten-year commitment to fully implement the plan.

What is Housing First?

Communities across the country are adopting the Housing First approach, which is characterized as providing immediate access to permanent housing without preconditions thereby allowing an individual or family to use its permanent home as a platform for stability and success. The housing is the primary tool, not the goal, which is stability. Housing First has proven effective in ensuring housing stability of formerly homeless households and limiting returns to homelessness. Additionally, many studies have demonstrated the cost effectiveness of providing housing and services that lead to decreased utilization of high-cost public systems, including emergency services, health care, and criminal justice.

We believe that we must shift our resources from the current practice of managing the homeless problem to a practice that has been proven to end homelessness utilizing the Housing First Model. We strongly believe this will work because it's a proven best practice across the country and around the globe. The federal department of Housing and Urban Development has adopted this model, and the State of California has also accepted it as the best model to address homelessness.

One of the main tenets of Housing First is that the necessary services to help individuals and families stabilize after homelessness are most effectively provided when people are in their own home – not in the streets, in the parks, or in the business districts.

Housing First core principles are:

1. Homelessness is a housing crisis to be addressed through the provision of safe and affordable housing.
2. All people experiencing homelessness, regardless of their housing history and duration of homelessness, can

achieve housing stability in permanent housing.

3. Everyone is housing ready meaning that sobriety, compliance in treatment, or even a clean criminal history is not necessary to succeed in housing.
4. Many people experience improvements in overall quality of life and in the areas of health, mental health, substance use, and employment from being housed.
5. People experiencing homelessness have the right to self-determination and should be treated with dignity and respect.
6. The configuration of housing and services depends on the needs of the individual.

Housing First is required by the federal government for programs funded through the Continuum of Care and State of California through SB1380 requires all state programs that provide housing or housing-related services to those experiencing homelessness to include Housing First guidelines.

Why is this strategy different?

The Housing First strategy can address the very diverse homeless residents of Oxnard, including serving homeless people who suffer from substantial problems due to substance abuse, mental health, or emotional issues, which under classic service models have prevented the person from achieving the milestone of housing readiness. The chronically unsheltered homeless person needs affordable housing with low barriers to entry, coupled with intensive social supportive services.

1. Homeless individuals who go into Housing First units remain housed. Adding the affordable housing tool allows a more effective delivery of counseling and supportive services which produces greater long term stability.
2. Housing First units save money in the long run. Housing First units provide significant savings over time as compared to the costs of reacting through public safety calls for service, abatements and associated costs to local hospitals.

3. Housing First units are good neighbors. The first generation of projects has seamlessly integrated Housing First into communities with lower calls for service than those for market rate housing.
4. Low barriers to entry. Individuals who suffer from severe mental and physical illnesses would not qualify for traditional affordable housing units that include stringent entry and residency requirements. Housing First units have strict rules for tenants that provide structure for those coming off the streets.

How Are People/families selected?

The goal is to house everybody possible and help get them on their individual path to stability. We will utilize the County's existing Coordinated Entry System (CES) to screen people for Housing First.

The County of Ventura is currently responsible for the region's Coordinated Entry System (CES) through the Continuum of Care. We all utilize this CES to assess the housing needs of all homeless households to prioritize the specific housing and services interventions for them. The City of Oxnard is active and participates in the Continuum of Care.

Why Low Barriers to Entry?

Housing First has low barriers to entry due the recognition that homeless people have a variety of serious problems that require professional intervention, and that this work is most effective when provided at home, not outdoors.

As mentioned above, the strict tenants' rules, combined with strong case management and service provisions, means that Housing First units are some of the most stringently managed and enforced affordable housing units in the entire city.

Committing to Housing First

The Housing First model presented here will undoubtedly evolve with new data and public input, and new state and federal funding.

Over time, staff expects to affirmatively reduce the number of people suffering from homelessness in an unsheltered condition as new partnerships are created, new funding is procured and new development is constructed. While Housing First will not prevent homelessness nor the introduction of people and families becoming homeless for the first time, we are convinced that it will house the bulk of the current homeless population and significantly reduce the impacts on the

greater community as well.

We will continue to work with our many partners, current and new, to leverage the City's resources.

Staff believes that, while ambitious, an average of 40 Housing First units can be achieved annually over the next ten years - a projection that includes tenant based rental assistance and roving provision of supportive services to Housing First units in coordination with private landlords in the first three years, plus adding new developed Housing First units beyond the fourth year. Staff expects funding from new sources (such as No Place Like Home) and local creation efforts (such as the potential establishment of a community revitalization and investment authority) to be available in the next three years allowing development to occur within the subsequent years.

If we remain committed to this projected timeline and local, regional, state and federal funding is made available as sought forth in the Housing First Plan, then we believe that the Oxnard Housing First Plan can significantly reduce the unsheltered homeless.

We also understand the concern that if we provide Housing it may attract more homeless from other communities. First and foremost, the Oxnard Housing First Plan will focus on Oxnard's homeless community. We will work on an effective diversion program to get other people back to their home communities, including a family reunification program – we've had some success at this.

Implementing Housing First

To significantly reduce homelessness and its impact on the community, staff seeks to procure 400 Housing First units over the next decade, matched with supportive services to meet the needs of the current unsheltered count of 455 persons highlighted in the 2019 Point-In-Time count.

The City of Oxnard will need to align its Housing First operations with existing and forthcoming laws and funding requirements, such as those outlined in recent State housing packages signed into law and No Place Like Home funding. This alignment is extremely important if the City plans to take advantage and utilize state funds. In addition, the City of Oxnard needs to identify existing parcels of land that are most viable for development, given funding criteria and geography.

Specifically, a Housing First Plan:

1. Acts as the approved City of Oxnard plan to meet the requirements for forthcoming funding from the California Department of Housing and Community Development for Senate Bill 2: Building Homes and Jobs Act and ensures compliance with the core components of Housing First outlined in SB 1380.
2. Provides policy guidance for operationalizing and evaluating the Housing First model in the City of Oxnard.
3. Offers policy guidance to identify Housing First opportunities on the open market.
4. Establishes policy guidance for the development and financing of Housing First buildings across all districts within the City of Oxnard.

Procuring the Housing First Units

The 2019 Point in Time Count identified 455 unsheltered persons in Oxnard. Acknowledging that this number may be inaccurate resulting from the single day snap shot method of survey and that it may fluctuate year to year following economic or business cycle fluctuations, staff proposes to procure enough Housing First units to offer shelter and supportive housing to the full population of unsheltered homeless individuals. Staff seeks, over the next decade, to procure 400 Housing First supportive housing units scattered throughout the City of Oxnard. Staff recommends avoiding concentration and offering a true opportunity for community reintegration.

Community Based Landlords Renting to Homeless Households

Staff will procure Housing First units on the open market of available rental housing stock in Oxnard. Staff proposes to create partnership opportunities with current landlords to set aside a portion of the available housing units for a Housing First use.

Faith-Based Organizations

Staff will coordinate with faith-based organizations that desire to proactively provide solutions for ending homelessness.

Building New Housing First Units

Additionally, staff recommends an active pursuit of new affordable housing development that can include Housing First units and the needed supportive services. The City of Oxnard can identify several options for the development of Housing First units along with a list of properties within the City as potential sites for the future development, the majority of which are privately owned and not controlled by the City. Staff recommends developing Housing First product that is consistent with the communities and neighborhoods proximate to amenities that the homeless population may need.

For example, since a family with children may need to be near a school or similar amenities required by youth then we propose single family homes within a neighborhood and since a single senior female may need to be near medical and grocery then we propose multi-family near urban centers and various other products in between.

Policy Recommendations to Consider for Housing First

The Housing First model offers the following recommendations as guideline policies in the operation of a Housing First program. Recommendations include three categories: Housing First Model, Target Populations and Entry, and Performance Benchmarks. Many of the recommendations and policy statements are derived from existing or forthcoming federal, state, and county requirements. Below is a list of recommended policies to consider regarding operations and the targeted homeless population.

Table 1: Policy Recommendations for Operationalizing Supportive Housing in the City

Policy Recommendations for Operationalizing Supportive Housing in the City	
Housing First - Supportive Housing Model	
1.	All supportive housing programs will operate using a Housing First orientation and provide person-centered flexible and voluntary services.
2.	All supportive housing programs will follow and be aligned with federal guidelines on the use of Housing First as referenced in the HUD Housing First Assessment Tool and the USICH Housing First Checklist.
3.	All supportive housing programs will follow and be aligned with state guidelines on Housing First, including the core components outlined in SB 1380.
1.	In addition to Housing First, all supportive housing programs will utilize national evidenced- based practices, including: 1. Harm Reduction, 2. Trauma-Informed Care, 3. Motivational Interviewing.
1.	Supportive housing wrap-around supportive services will include the following:

1. Case Management, housing transition services, and housing-based tenancy supports, including initial and comprehensive assessment, development of a housing or case plan with identified client goals that is regularly reviewed and updated, landlord mediation, and tenant education. 2. Mental health services and treatment. 3. Substance use disorder services and treatment. 4. Connection and linkage to primary care via a community-based clinic. 5. Employment readiness, job counseling, and makes linkages to education programs 6. Help clients learn to live in housing, maintain their housing in a safe manner, and get along with neighbors and landlord. 7. Support with accessing mainstream benefits, including SSI/SSDI if permanently disabled, health insurance, and other entitlement programs. If pursuing SSI/SSDI, use the Substance Abuse Mental Health Services Administration (SAMHSA) supported SSI/SSDI Outreach Access and Recovery (SOAR) model to assist disabled households with quickly receiving disability income. 8. Life skills supports and education including housekeeping, budgeting, grocery shopping, and the use of public transportation. 9. Assist with creating positive social support systems in the community. 10. Assist with ensuring the client's apartment is a home, which could include help with acquiring furniture or other household goods as needed.
6. Case Management, Housing Transition, and Housing Tenancy Supports align with Centers for Medicare and Medicaid Services (CMS) guidance regarding coverage of housing-related activities and services for individuals and disabilities so the City can position itself to take advantage of potential Medicare/Medicaid funding for services in supportive housing.
7. All supportive housing will follow and align with regional guidance, including all standards for supportive housing described in the Continuum of Care (CoC) Written Standards.
8. All supportive housing developments will support the successful integration of the tenant in the community, which may include the creation of mixed developments of supportive housing and affordable units.
9. The City fully supports the implementation of Housing First and is committed to the development of supportive housing in the City. However, while this strategy is being executed, the City is not abandoning temporary approaches such as interim shelter that can act as a bridge providing a safe place for households to stay while a permanent unit is being identified. All temporary programs such as shelter will operate using a Housing First approach featuring low-barrier entry criteria and programming and emphasizing rapid housing placement.
10. The City will explore and implement a "Moving On" strategy in current and future supportive housing projects for households who have achieved stability in housing and no longer need intense services but who may still need an affordable unit. By moving successful households on from supportive housing, it allows currently homeless households to access the needed critical intervention.
Supportive Housing Target Populations and Entry
1. All supportive housing programs will be in compliance with CoC Coordinated Entry System (CES) Policies and Procedures, including use of Homeless Management Information System (HMIS), and accepting referrals from CES.
2. Prioritization of prospective tenants will follow CoC Priority Guidelines as outlined in the approved CoC Written Standards.
3. The City adopts the supportive housing eligibility criteria as outlined in the CoC Written Standards and, in addition, preference for units will be given to households who have a documented history of homelessness within the City limits.
Supportive Housing Performance Benchmarks

1. The City adopts the supportive housing Performance Benchmarks as outlined in the approved CoC Written Standards.
2. The City will also align supportive housing activities consistent with HUD’s System Performance Measures, especially decreasing the length of time persons remain homeless, increasing permanent placements, and decreasing returns to homelessness.
3. The City will seek to create additional measures for supportive housing that will evaluate a household’s social and community connections and satisfaction with programming and the housing unit.
4. The City will seek to create and adopt additional measures for supportive housing developments that could evaluate the impact to the community, neighborhoods, and public services.
5. The City in partnership with the CoC will seek to develop public HMIS data dashboards that can track performance of not only supportive housing, but the region’s efforts to address homelessness as a whole.

Funding Options for the Development and Operation of Housing First

In recent years, the federal, state and regional shifts toward the Housing First model has resulted in a corresponding realignment of funding priorities. However, the federal budget threatens to eliminate funding for the Community Development Block Grant program and HOME Investment Partnerships program, as well as the Housing Trust Fund and the HUD Veterans Affairs Supportive Housing voucher program.

However, the California legislature recently passed new housing bills to promote the development of affordable housing and streamline approval processes for housing development. Several of these laws, including the Building Homes and Jobs Act and the Veterans and Affordable Housing Bond Act of 2018, offer new funding sources to increase the production of affordable housing.

Policy Recommendations for Development and Financing Housing First

There are a myriad of existing and potential federal, state and regional funding sources that staff will ensure to monitor and solicit in cooperation with development and operational partners.

The following offers policy recommendations for creating and funding production of Housing First units. The below policies are represent many options.

Table 2: Policy Recommendations for the Development and Financing of Supportive Housing

Policy Recommendations for the Development and Financing of Supportive

1. Working with City of Oxnard leadership and community stakeholders, assess the list of available sites and determine the final list for development as supportive housing and mixed-income
2. Establish general criteria for development, including approximate number of units, levels of services programming, and required programming space, as well as required parking spaces.
3. Explore the creation of inclusionary zoning to support Housing First development within new market-rate development projects.
4. Consider setting aside 15 percent of all affordable housing developed for Housing First units.
5. Explore reimbursing all fees from various City departments that collect fees related to building Housing First units.
6. Consider the use of Community Development Block Grant (CDBG) funds for the development of supportive housing.
7. Consider creating specific funding streams for Homeless Solutions to establish a housing innovation fund that supports collaborative partnerships to finance Housing First development for the duration of the measure.
8. With available local resources, issue a Notice of Funding Availability (NOFA) to provide pre-development funding for community- and faith-based organizations, as well as hospitals and educational institutions, interested in developing their available surplus property.
9. Consider available local funding from all sources, including a potential Community Revitalization and Investment Authority (CRIA), to be deployed at each development site.
10. Monitor sources of capital funding for the development of supportive housing, including those offered through the Affordable Housing and Sustainable Communities program, Veterans Housing and Homeless Prevention program, and the National Housing Trust Fund. Consider how to leverage these funds and upcoming funds available through the Affordable Homes and Jobs Act and the Veterans and Affordable Housing Bond Act of 2018 for supportive housing development.
11. Proactively pursue Building Homes and Jobs Act funding to update planning documents and zoning ordinances to prioritize supportive housing and expand development within City limits.
12. Issue an RFP for land, funding, or a combination thereof for partners that can meet the City of Oxnard's criteria for housing and services programming in order to maximize scarce resources.
13. Expand the pool of development partners to include additional firms that are active in special needs housing in California.
14. Negotiate development and disposition agreements with selected developers and services partners.
15. Explore partnerships with the health care sector, including Medi-Cal Managed Care Plans to fund the supportive services that are delivered in housing. Specifically, explore the use of services funding through the forthcoming state Health Homes Program (HHP).
16. Seek partnerships with County agencies, including Mental Health, Economic Development, Public Health, and Workforce Development Centers, to focus funding and amplify supportive housing as a housing priority.

Table 3: Recommendations for Creating and Developing Supportive Housing

Creating and Developing Supportive Housing

1. Prioritize for pre-development evaluation potential City-owned sites based on size and suitability for development, which includes proximity to food, bus transit, and a hospital.
2. Identify and prioritize those properties owned by mission-based organizations for potential development.
3. Explore additional sites that are not currently City-owned to be developed as supportive housing.
4. Explore incentives for community-based landlords to rent units to homeless households.

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.

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

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

Objective 1e. Develop a rental inspection program.

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

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.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

Objective 3d. Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation.

Objective 3e. Create a pilot revitalization project for Southwinds Neighborhood.

Objective 3f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Objective 1a. Ensure the 128 recommendations outlined in the organizational assessment are implemented through the 3 phased implementation action plans adopted by Council in July, 2015 and provide periodic reports to Council on the status of the implementation plans.

Objective 1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

Objective 1d. Ensure adequate systems are established, reviewed, and updated within the Human Resources Department related to personnel policies and procedures, employee compensation, benefits, recruitments, testing and other human resources related systems.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Objective 2a. Initiate a priority based budgeting program incorporating departmental performance measures and the Council Strategic priorities.

Objective 2b. Prepare Quarterly Budget Updates and have month-end financial reports available via City's Website.

Objective 2c. Create a standardized template to present financial and other data to the general public.

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objective 3a. Develop a training program that focuses on strengthening the effectiveness of supervisory/ management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures.

Objective 3b. Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization.

Objective 3c. Develop an employee recognition program that recognizes talent developers, high performers, and employees that exhibit the values of the organization.

Objective 3d. Establish a Leadership Development Team (LDT) with the purpose of identifying and growing internal leaders to fill future vacancies & attract talent into the organization.

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 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.

Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.

Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.

Objective 2b. Improve relationships and communication between the City and the business community.

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

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 4. Implement a "one stop shop" effort at the City's Service Center.

Objective 4a. Streamline internal process to ensure government efficiencies.

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.

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

Objective 1b. Develop master plans for other City facilities and vehicles.

Goal 2. Develop an asset management program that includes fleet, facilities, parks, streets, alleys, water, wastewater and storm water.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Objective 2c. Sell unneeded City assets.

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

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

(identify accounts and remaining fund balance)

OR

There is no financial impact.

COMMITTEE OUTCOME

The COMMITTEE approved 3-0 on DATE to approve the staff recommendation and to forward the item for Council approval.

OR

This item did not originate in Committee.

Prepared by: Alexander Nguyen, City Manager

ATTACHMENTS

1. Oxnard H1 proposal 4-16-2019
2. 2019_VC_Homeless_Count_Report-Final



CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. _____

DATE: April 16, 2019

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Introduction of the Oxnard Housing First Model to Address Homelessness
(30/45/20)

RECOMMENDATION

That the City Council receive this introduction to the Oxnard Housing First Model to address homelessness, provide input, and file the report.

BACKGROUND

The City of Oxnard adopted the five-year Homeless Plan in the Fall of 2018. The Plan established the groundwork for homeless services in the City of Oxnard focused primarily on sheltering services. Its strategies have been effective but have a plateau in its reach, and ultimately it is not geared toward ending homelessness.

If we continue to focus on sheltering only, Oxnard's homeless problem will worsen.

Meanwhile, complaints about homeless encampments will continue and our efforts to address them will do the following:

1. Drain General Fund dollars.
2. Divert City resources.
3. Provide temporary relief to the impacted area.
4. Move the problem to another area.
5. Anger and frustrate the new area where the homeless move to.

In order to effectively resolve homelessness issues, both for the homeless individuals and for the community at large, staff has begun the discussion introducing a change in homeless policy, seeking to add a Housing First model to our Homeless Plan that can actually resolve homelessness.

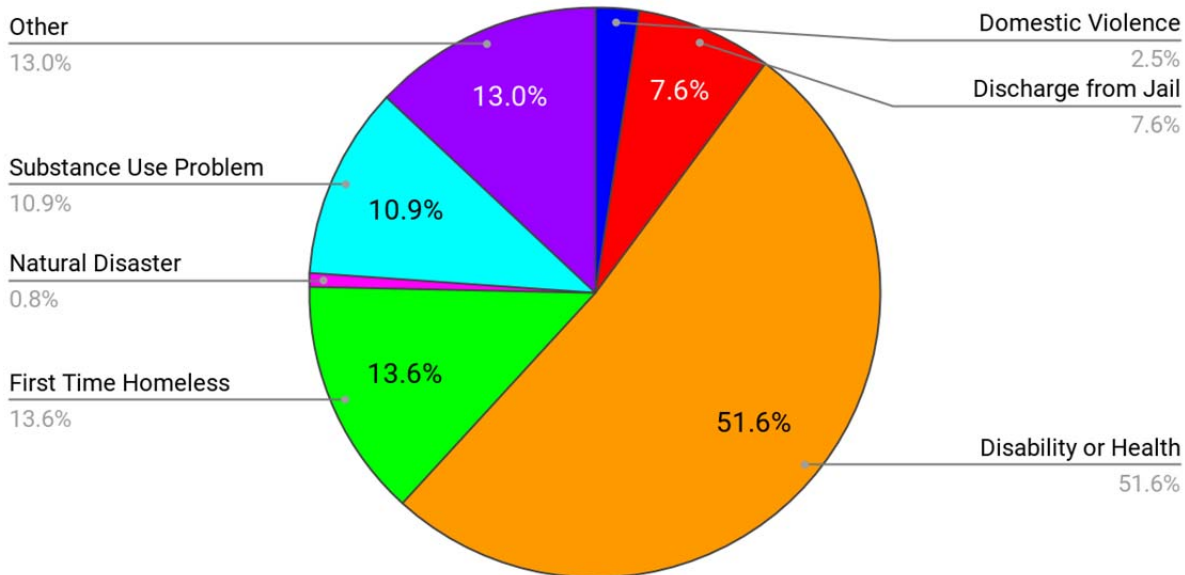
Homelessness in Oxnard

The State of California and many urban centers throughout the nation, especially on the West Coast, have experienced a recent explosion in homelessness. While Oxnard's homeless population remains smaller than other California cities, it is becoming more and more problematic, disruptive, and in some circumstances, severe.

Homelessness is caused by a wide variety of factors which often overlap. The 2019 Ventura County Point-In-Time count revealed there were a total of 455 unsheltered homeless persons in Oxnard; 450 were adults. Of the 450 adults counted, volunteers were able to administer 352 surveys. Some of the homeless persons marked off multiple categories on the survey.

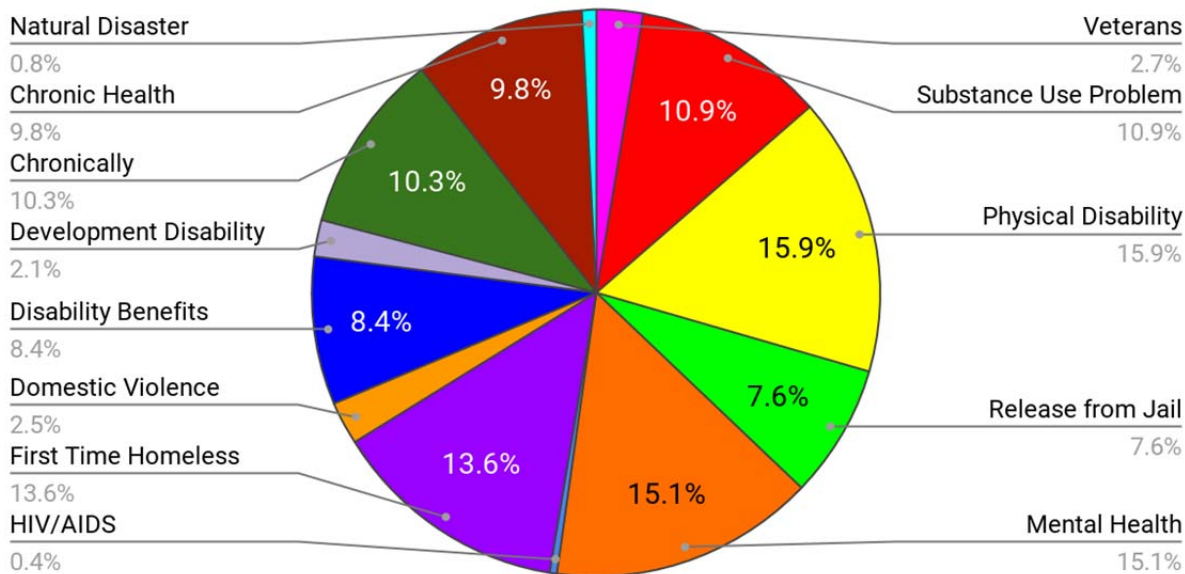
Primary Reasons for Becoming Homeless

2019 Point-In-Time Count



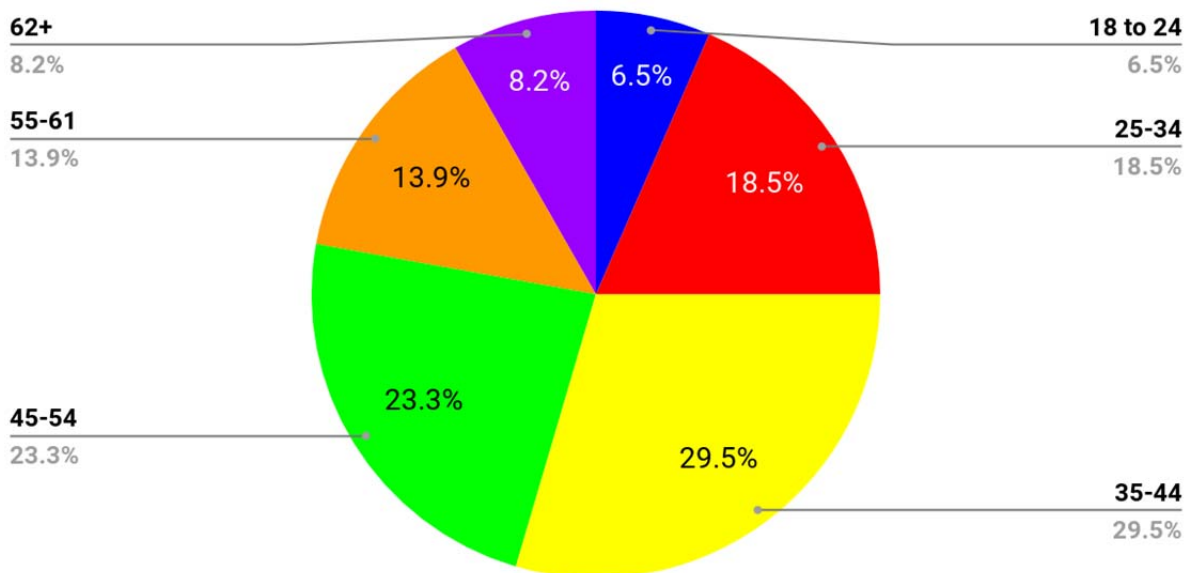
Homeless by Subpopulation

2019 Point-In-Time Count



Homeless by Age

2019 Point-In-Time Count



DISCUSSION

Introduction

The City of Oxnard, working with our many partners, has been able to manage the homeless situation, including achieving housing for some of the homeless. These efforts require a significant amount of resources yet do not ultimately end homelessness for individuals and families. The homeless population will continue to grow, and if we continue doing what we have been doing, the problem will only get worse for the entire city.

We understand that as we focus on housing the unsheltered homeless, there is much other work to be done to assist families and individuals on the edge and prevent more from becoming homeless – there are several agencies and organizations doing such work.

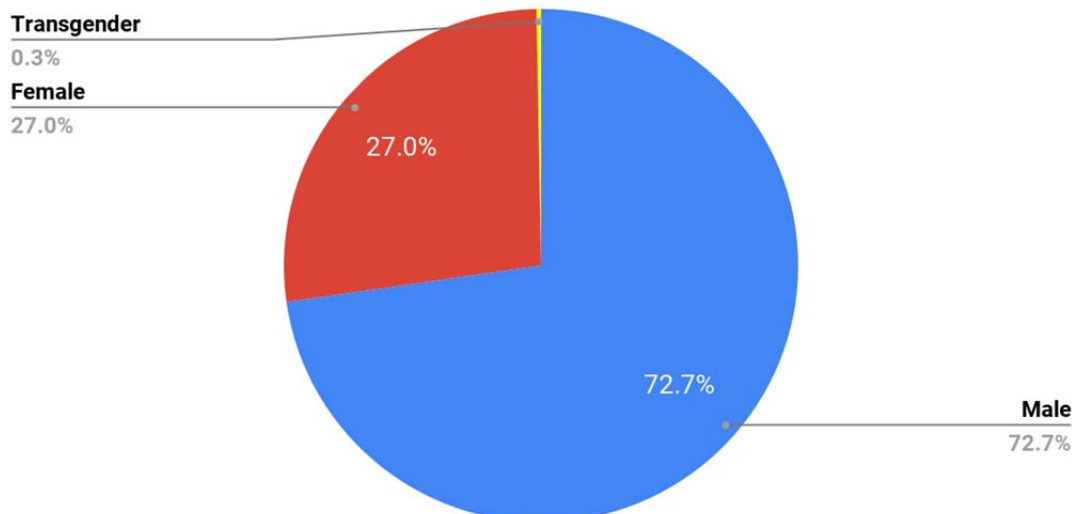
The focus of Oxnard Housing First is to house individuals and families in order to:

1. Effectively help get homeless individuals on the sustained path to stability.
2. Get homeless individuals off the streets, out of the parks, away from environmentally sensitive areas, and out of the business districts.
3. Reduce the number and frequency of pop-up encampments.

We know what the problems for the homeless are, their complexities, nuances, and extreme difficulties. We know half of the homeless by name, what their primary challenges are, and usually where they are. We acknowledge the many nuisances caused by some homeless individuals and encampments – the unhealthy conditions, the criminally dangerous conditions, the environmentally hazardous conditions, especially at the beach and the river, and the interference with commerce in our business districts.

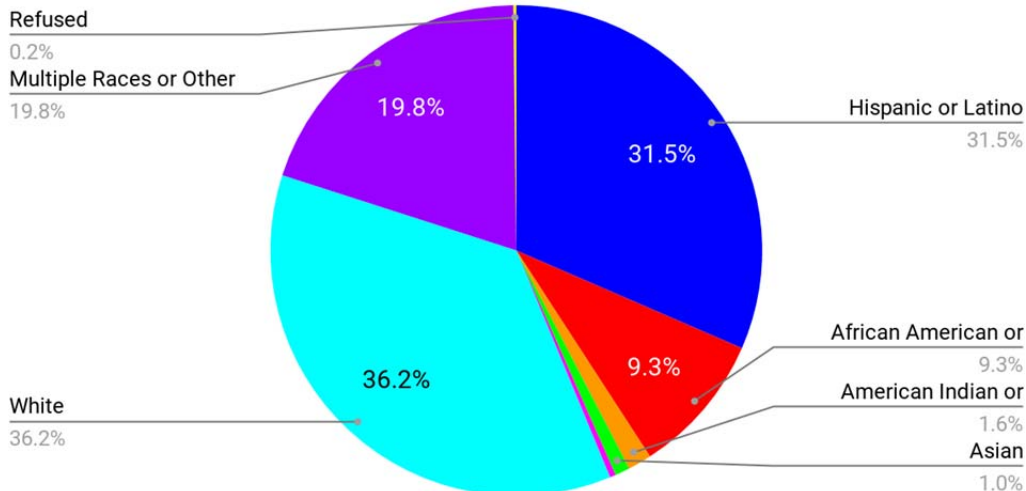
Homeless by Gender

2019 Point-In-Time Count



Homeless by Race & Ethnicity

2019 Point-In-Time Count



Managing Homelessness vs. Solving Homelessness

Over the last decade the City has done a good job managing homelessness, including ending homelessness for some. The traditional approach, referred to by HUD as Housing Readiness, is simply not adequate anymore in its ability to meet the challenges of today's increasing homeless population. This approach now mostly serves to manage the homeless, while not effectively ending homelessness.

The significant resources the City expends to address homelessness can be understood in three broad categories:

1. To address the *IMPACTS* homelessness has on the greater community.
2. To provide *SERVICES* to homeless individuals and families.
3. To *INVEST* in ending homelessness.

In the last two years, the City has had to divert significant resources to addressing the **impacts** that homelessness has on the entire community – ranging from police and fire to code enforcement and public works. The tables below outline a conservative estimate of these costs. These numbers are as accurate as possible at this point, but are likely an under-representation of all the costs associated with addressing homelessness, such as ambulance and emergency room costs. And of course there are costs associated with the interference with commerce caused by homeless presence and activity in our business districts.

The bottom line is the City has expended approximately \$3,267,483 in the last two years to address homelessness. Of this amount, \$2,302,483 was spent on responding to the community impacts of homelessness, and \$965,000 was spent providing services to the homeless. Almost none of this ends homelessness. It simply manages the problems and moves them from place to place.

2018 Police Department Homelessness Costs						
Classification	Overall	% Related to Homelessness	Homeless Total	Officer Min. Per Call	Total Minutes	Cost (\$1.44/Minute)
Subject Bothering/Disturbing	16,942	90%	15,248	30	457,434	\$658,705
Person Down	4,950	90%	4,455	30	133,650	\$192,456
Public Intoxication	121	75%	91	30	2,723	\$3,921
5150 (Mental Health)	203	50%	102	120	12,180	\$17,539
HOM (Specific to Homelessness)	2,898	100%	2,898	30	86,940	\$125,194
TOTAL	25,114		22,793		692,927	\$997,815
2017 Police Department Homelessness Costs						
Classification	Overall	% Related to Homelessness	Homeless Total	Officer Min. Per Call	Total Minutes	Cost (\$1.44/Minute)
Subject Bothering/Disturbing	15,676	90%	14,108	30	423,252	\$609,483
Person Down	5,608	90%	5,047	30	151,416	\$218,039
Public Intoxication	173	75%	130	30	3,893	\$5,606
5150 (Mental Health)	237	50%	119	120	14,220	\$20,477
HOM (Specific to Homelessness)	2,268	100%	2,268	30	68,040	\$97,978
TOTAL	23,962		21,672		660,821	\$951,583
		2017 & 2018 TOTAL		\$1,949,398		



Code Compliance Costs	
Cost Description	2018
City Corp Assistance	\$1,687.41
Environmental Resources	\$55,528.60
All Other Abatement Costs	\$268,402.86
Total	\$325,618.87

2019 Fire Department Homelessness Costs To Date						
Incident Classification	Overall	% Related to Homelessness	Homeless Total	Average Min. Per Incident	Total Minutes	Cost
EMS	3864	4.58%	177	12	2597	\$13,712.16
Fire	243	5.76%	14	41	2022	\$10,676.16
Misc/Other	171	14.62%	25	5	163	\$860.64
Public Service Assist	539	1.48%	8	10	177	\$934.56
Rescue	389	3.08%	12	13	243	\$1,283.04
Total	5206		236		5202	\$27,466.56



The City has also expended resources providing **services** to the homeless.

Housing Department Homelessness Services Costs	
Description	Amount
Shelter Operations - Oxnard	\$200,000
Shelter Operations - City of Ventura	\$180,000
Shelter Operations - County of Ventura	\$180,000
Federal Funds for Non-profits	\$182,000
Administrative Costs for Distributing Federal Funds	\$14,000
ADA & Capital Improvements of Gabriel's House (part of the homeless program services) for FY 2018-2019 & 2019-2020	\$209,000
Total	\$965,000

Finally, here is an example of the federal funds that could be leveraged if **investing** in ending homelessness.

Housed	Federal Investment	City Investment
2 individuals housed from Emergency Solutions Grant - Rental Assistance	\$11,414/yr. rent per person (\$22,828)	\$646/yr. case management per person (\$1,292)
8 families housed from Tenant Based Rental Assistance	\$11,414/yr. rent per family (\$91,312)	\$646/yr. case management per family (\$5,168)
6 families housed from County's Rapid Rehousing	\$12,000/yr. rent per family (\$72,000) \$1,500/yr. case management per family (\$9,000)	
Total	\$195,140	\$6,460

A CHANGE TO HOUSING FIRST

Housing Readiness



Housing First



Continuing the Current Efforts

Adoption of the Oxnard Housing First Plan does not mean termination of existing efforts and partnerships. Basic needs and services will continue to have to be met. The City will continue to address the impacts of homelessness. We expect those impacts will diminish as we actually start to house individuals and families.

If we commit to creating an Oxnard Housing First Plan, staff projects that we can, beginning in 2020, start to house the unsheltered homeless population. Over the next ten years, absent a severe economic fluctuation, we will be able to significantly reduce the number of unsheltered homeless in Oxnard.

The Oxnard Housing First plan can effectively end homelessness for the majority of the population, reduce the impacts to the greater community, and save the public's dollars being spent to address those impacts. It will require a ten-year commitment to fully implement the plan.

What is Housing First?

Communities across the country are adopting the Housing First approach, which is characterized as providing immediate access to permanent housing without preconditions thereby allowing an individual or family to use its permanent home as a platform for stability and success. The housing is the primary tool, not the goal, which is stability. Housing First has proven effective in ensuring housing stability of formerly homeless households and limiting returns to homelessness. Additionally, many studies have demonstrated the cost effectiveness of providing housing and services that lead to decreased utilization of high-cost public systems, including emergency services, health care, and criminal justice.

We believe that we must shift our resources from the current practice of managing the homeless problem to a practice that has been proven to end homelessness utilizing the Housing First Model. We strongly believe this will work because it's a proven best practice across the country and around the globe. The federal department of Housing and Urban Development has adopted this model, and the State of California has also accepted it as the best model to address homelessness.

One of the main tenets of Housing First is that the necessary services to help individuals and families stabilize after homelessness are most effectively provided when people are in their own home – not in the streets, in the parks, or in the business districts.

Housing First core principles are:

- a) Homelessness is a housing crisis to be addressed through the provision of safe and affordable housing.
- b) All people experiencing homelessness, regardless of their housing history and duration of homelessness, can achieve housing stability in permanent housing.
- c) Everyone is housing ready meaning that sobriety, compliance in treatment, or even a clean criminal history is not necessary to succeed in housing.
- d) Many people experience improvements in overall quality of life and in the areas of health, mental health, substance use, and employment from being housed.
- e) People experiencing homelessness have the right to self-determination and should be treated with dignity and respect.
- f) The configuration of housing and services depends on the needs of the individual.

Housing First is required by the federal government for programs funded through the Continuum of Care and State of California through SB1380 requires all state programs that provide housing or housing-related services to those experiencing homelessness to include Housing First guidelines.

Why is this strategy different?

The Housing First strategy can address the very diverse homeless residents of Oxnard, including serving homeless people who suffer from substantial problems due to substance abuse, mental health, or emotional issues, which under classic service models have prevented the person from achieving the milestone of housing readiness. The chronically unsheltered homeless person needs affordable housing with low barriers to entry, coupled with intensive social supportive services.

- a) Homeless individuals who go into Housing First units remain housed. Adding the affordable housing tool allows a more effective delivery of counseling and supportive services which produces greater long term stability.
- b) Housing First units save money in the long run. Housing First units provide significant savings over time as compared to the costs of reacting through public safety calls for service, abatements and associated costs to local hospitals.
- c) Housing First units are good neighbors. The first generation of projects has seamlessly integrated Housing First into communities with lower calls for service than those for market rate housing.
- d) Low barriers to entry. Individuals who suffer from severe mental and physical illnesses would not qualify for traditional affordable housing units that include stringent entry and residency requirements. Housing First units have strict rules for tenants that provide structure for those coming off the streets.

How Are People/families selected?

The goal is to house everybody possible and help get them on their individual path to stability. We will utilize the County's existing Coordinated Entry System (CES) to screen people for Housing First. The County of Ventura is currently responsible for the region's Coordinated Entry System (CES) through the Continuum of Care. We all utilize this CES to assess the housing needs of all homeless households to prioritize the specific housing and services interventions for them. The City of Oxnard is active and participates in the Continuum of Care.

Why Low Barriers to Entry?

Housing First has low barriers to entry due the recognition that homeless people have a variety of serious problems that require professional intervention, and that this work is most effective when provided at home, not outdoors.

As mentioned above, the strict tenants' rules, combined with strong case management and service provisions, means that Housing First units are some of the most stringently managed and enforced affordable housing units in the entire city.

Committing to Housing First

The Housing First model presented here will undoubtedly evolve with new data and public input, and new state and federal funding.

Over time, staff expects to affirmatively reduce the number of people suffering from homelessness in an unsheltered condition as new partnerships are created, new funding is procured and new development is constructed. While Housing First will not prevent homelessness nor the introduction of people and families becoming homeless for the first time, we are convinced that it will house the bulk of the current homeless population and significantly reduce the impacts on the greater community as well. We will continue to work with our many partners, current and new, to leverage the City's resources.

Staff believes that, while ambitious, an average of 40 Housing First units can be achieved annually over the next ten years - a projection that includes tenant based rental assistance and roving provision of supportive services to Housing First units in coordination with private landlords in the first three years, plus adding new developed Housing First units beyond the fourth year. Staff expects funding from new sources (such as No Place Like Home) and local creation efforts (such as the potential establishment of a community revitalization and investment authority) to be available in the next three years allowing development to occur within the subsequent years.

If we remain committed to this projected timeline and local, regional, state and federal funding is made available as sought forth in the Housing First Plan, then we believe that the Oxnard Housing First Plan can significantly reduce the unsheltered homeless.

We also understand the concern that if we provide Housing it may attract more homeless from other communities. First and foremost, the Oxnard Housing First Plan will focus on Oxnard's homeless community. We will work on an effective diversion program to get other people back to their home communities, including a family reunification program – we've had some success at this.

Implementing Housing First

To significantly reduce homelessness and its impact on the community, staff seeks to procure 400 Housing First units over the next decade, matched with supportive services to meet the needs of the current unsheltered count of 455 persons highlighted in the 2019 Point-In-Time count.

The City of Oxnard will need to align its Housing First operations with existing and forthcoming laws and funding requirements, such as those outlined in recent State housing packages signed into law and No Place Like Home funding. This alignment is extremely important if the City plans to take advantage and utilize state funds. In addition, the City of Oxnard needs to identify existing parcels of land that are most viable for development, given funding criteria and geography.

Specifically, a Housing First Plan:

1. Acts as the approved City of Oxnard plan to meet the requirements for forthcoming funding from the California Department of Housing and Community Development for Senate Bill 2: Building Homes and Jobs Act and ensures compliance with the core components of Housing First outlined in SB 1380.

2. Provides policy guidance for operationalizing and evaluating the Housing First model in the City of Oxnard.
3. Offers policy guidance to identify Housing First opportunities on the open market.
4. Establishes policy guidance for the development and financing of Housing First buildings across all districts within the City of Oxnard.

Procuring the Housing First Units

The 2019 Point in Time Count identified 455 unsheltered persons in Oxnard. Acknowledging that this number may be inaccurate resulting from the single day snap shot method of survey and that it may fluctuate year to year following economic or business cycle fluctuations, staff proposes to procure enough Housing First units to offer shelter and supportive housing to the full population of unsheltered homeless individuals. Staff seeks, over the next decade, to procure 400 Housing First supportive housing units scattered throughout the City of Oxnard. Staff recommends avoiding concentration and offering a true opportunity for community reintegration.

Community Based Landlords Renting to Homeless Households

Staff will procure Housing First units on the open market of available rental housing stock in Oxnard. Staff proposes to create partnership opportunities with current landlords to set aside a portion of the available housing units for a Housing First use.

Faith-Based Organizations

Staff will coordinate with faith-based organizations that desire to proactively provide solutions for ending homelessness.

Building New Housing First Units

Additionally, staff recommends an active pursuit of new affordable housing development that can include Housing First units and the needed supportive services. The City of Oxnard can identify several options for the development of Housing First units along with a list of properties within the City as potential sites for the future development, the majority of which are privately owned and not controlled by the City. Staff recommends developing Housing First product that is consistent with the communities and neighborhoods proximate to amenities that the homeless population may need.

For example, since a family with children may need to be near a school or similar amenities required by youth then we propose single family homes within a neighborhood and since a single senior female may need to be near medical and grocery then we propose multi-family near urban centers and various other products in between.

Policy Recommendations to Consider for Housing First

The Housing First model offers the following recommendations as guideline policies in the operation of a Housing First program. Recommendations include three categories: Housing First Model, Target Populations and Entry, and Performance Benchmarks. Many of the recommendations and policy statements are derived from existing or forthcoming federal, state, and county requirements. Below is a list of recommended policies to consider regarding operations and the targeted homeless population.

Table 1: Policy Recommendations for Operationalizing Supportive Housing in the City

Policy Recommendations for Operationalizing Supportive Housing in the City	
Housing First - Supportive Housing Model	
1. All supportive housing programs will operate using a Housing First orientation and provide person-centered flexible and voluntary services.	
2. All supportive housing programs will follow and be aligned with federal guidelines on the use of Housing First as referenced in the HUD Housing First Assessment Tool and the USICH Housing First Checklist.	
3. All supportive housing programs will follow and be aligned with state guidelines on Housing First, including the core components outlined in SB 1380.	
4. In addition to Housing First, all supportive housing programs will utilize national evidenced- based practices, including:	
a. Harm Reduction,	
b. Trauma-Informed Care,	
c. Motivational Interviewing.	
5. Supportive housing wrap-around supportive services will include the following:	
a. Case Management, housing transition services, and housing-based tenancy supports, including initial and comprehensive assessment, development of a housing or case plan with identified client goals that is regularly reviewed and updated, landlord mediation, and tenant education.	
b. Mental health services and treatment.	
c. Substance use disorder services and treatment.	
d. Connection and linkage to primary care via a community-based clinic.	
e. Employment readiness, job counseling, and makes linkages to education programs	
f. Help clients learn to live in housing, maintain their housing in a safe manner, and get along with neighbors and landlord.	
g. Support with accessing mainstream benefits, including SSI/SSDI if permanently disabled, health insurance, and other entitlement programs. If pursuing SSI/SSDI, use the Substance Abuse Mental Health Services Administration (SAMHSA) supported SSI/SSDI Outreach Access and Recovery (SOAR) model to assist disabled households with quickly receiving disability income.	
h. Life skills supports and education including housekeeping, budgeting, grocery shopping, and the use of public transportation.	
i. Assist with creating positive social support systems in the community.	
j. Assist with ensuring the client's apartment is a home, which could include help	

6. Case Management, Housing Transition, and Housing Tenancy Supports align with Centers for Medicare and Medicaid Services (CMS) guidance regarding coverage of housing-related activities and services for individuals and disabilities so the City can position itself to take advantage of potential Medicare/Medicaid funding for services in supportive housing.
7. All supportive housing will follow and align with regional guidance, including all standards for supportive housing described in the Continuum of Care (CoC) Written Standards.
8. All supportive housing developments will support the successful integration of the tenant in the community, which may include the creation of mixed developments of supportive housing and affordable units.
9. The City fully supports the implementation of Housing First and is committed to the development of supportive housing in the City. However, while this strategy is being executed, the City is not abandoning temporary approaches such as interim shelter that can act as a bridge providing a safe place for households to stay while a permanent unit is being identified. All temporary programs such as shelter will operate using a Housing First approach featuring low-barrier entry criteria and programming and emphasizing rapid housing placement.
10. The City will explore and implement a “Moving On” strategy in current and future supportive housing projects for households who have achieved stability in housing and no longer need intense services but who may still need an affordable unit. By moving successful households on from supportive housing, it allows currently homeless households to access the needed critical intervention.
Supportive Housing Target Populations and Entry
1. All supportive housing programs will be in compliance with CoC Coordinated Entry System (CES) Policies and Procedures, including use of Homeless Management Information System (HMIS), and accepting referrals from CES.
2. Prioritization of prospective tenants will follow CoC Priority Guidelines as outlined in the approved CoC Written Standards.
3. The City adopts the supportive housing eligibility criteria as outlined in the CoC Written Standards and, in addition, preference for units will be given to households who have a documented history of homelessness within the City limits.
Supportive Housing Performance Benchmarks
1. The City adopts the supportive housing Performance Benchmarks as outlined in the approved CoC Written Standards.
2. The City will also align supportive housing activities consistent with HUD’s System Performance Measures, especially decreasing the length of time persons remain homeless, increasing permanent placements, and decreasing returns to homelessness.
3. The City will seek to create additional measures for supportive housing that will evaluate a household’s social and community connections and satisfaction with programming and the housing unit.
4. The City will seek to create and adopt additional measures for supportive housing developments that could evaluate the impact to the community, neighborhoods, and public services.
5. The City in partnership with the CoC will seek to develop public HMIS data dashboards that can track performance of not only supportive housing, but the region’s efforts to address homelessness as a whole.

Funding Options for the Development and Operation of Housing First

In recent years, the federal, state and regional shifts toward the Housing First model has resulted in a corresponding realignment of funding priorities. However, the federal budget threatens to eliminate funding for the Community Development Block Grant program and HOME Investment Partnerships program, as well as the Housing Trust Fund and the HUD Veterans Affairs Supportive Housing voucher program.

However, the California legislature recently passed new housing bills to promote the development of affordable housing and streamline approval processes for housing development. Several of these laws, including the Building Homes and Jobs Act and the Veterans and Affordable Housing Bond Act of 2018, offer new funding sources to increase the production of affordable housing.

Policy Recommendations for Development and Financing Housing First

There are a myriad of existing and potential federal, state and regional funding sources that staff will ensure to monitor and solicit in cooperation with development and operational partners.

The following offers policy recommendations for creating and funding production of Housing First units. The below policies are represent many options.

Table 2: Policy Recommendations for the Development and Financing of Supportive Housing

Policy Recommendations for the Development and Financing of Supportive
1. Working with City of Oxnard leadership and community stakeholders, assess the list of available sites and determine the final list for development as supportive housing and mixed-income
2. Establish general criteria for development, including approximate number of units, levels of services programming, and required programming space, as well as required parking spaces.
3. Explore the creation of inclusionary zoning to support Housing First development within new market-rate development projects.
4. Consider setting aside 15 percent of all affordable housing developed for Housing First units.
5. Explore reimbursing all fees from various City departments that collect fees related to building Housing First units.
6. Consider the use of Community Development Block Grant (CDBG) funds for the development of supportive housing.
7. Consider creating specific funding streams for Homeless Solutions to establish a housing innovation fund that supports collaborative partnerships to finance Housing First development for the duration of the measure.
8. With available local resources, issue a Notice of Funding Availability (NOFA) to provide pre- development funding for community- and faith-based organizations, as well as hospitals and educational institutions. interested in developing their available surplus property.
9. Consider available local funding from all sources, including a potential Community Revitalization and Investment Authority (CRIA), to be deployed at each development site.

10. Monitor sources of capital funding for the development of supportive housing, including those offered through the Affordable Housing and Sustainable Communities program, Veterans Housing and Homeless Prevention program, and the National Housing Trust Fund. Consider how to leverage these funds and upcoming funds available through the Affordable Homes and Jobs Act and the Veterans and Affordable Housing Bond Act of 2018 for supportive housing development.
11. Proactively pursue Building Homes and Jobs Act funding to update planning documents and zoning ordinances to prioritize supportive housing and expand development within City
12. Issue an RFP for land, funding, or a combination thereof for partners that can meet the City of Oxnard's criteria for housing and services programming in order to maximize scarce resources.
13. Expand the pool of development partners to include additional firms that are active in special needs housing in California.
14. Negotiate development and disposition agreements with selected developers and services partners.
15. Explore partnerships with the health care sector, including Medi-Cal Managed Care Plans to fund the supportive services that are delivered in housing. Specifically, explore the use of services funding through the forthcoming state Health Homes Program (HHP).
16. Seek partnerships with County agencies, including Mental Health, Economic Development, Public Health, and Workforce Development Centers, to focus funding and amplify supportive housing as a housing priority.

Table 3: Recommendations for Creating and Developing Supportive Housing

Creating and Developing Supportive Housing
1. Prioritize for pre-development evaluation potential City-owned sites based on size and suitability for development, which includes proximity to food, bus transit, and a hospital.
2. Identify and prioritize those properties owned by mission-based organizations for potential development.
3. Explore additional sites that are not currently City-owned to be developed as supportive housing.
4. Explore incentives for community-based landlords to rent units to homeless households.

FINANCIAL IMPACT

The Housing First plan would include future financial considerations impacting multiple departments that will need City Council consideration. The implementation of each policy recommendation in the Housing First Plan will be brought before the City Council for approval, where necessary, and will include five-year financial impacts. Specifically, implementation of each recommendation will provide sources of funding, length of funding, and estimate long-term operational savings.

ATTACHMENTS

Ventura County 2019 Homeless Count and Subpopulation Survey: Final Report:
http://www.venturacoc.org/images/2019_VC_Homeless_Count_Report-Final.pdf

Ventura County 2019

Homeless Count and Subpopulation

Survey: Final Report



April 2019

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Camarillo

Deputy Christopher Dyer, VCSD

Fillmore

Manuel Minjares, City of Fillmore

Kate English, One Step a la Vez

Moorpark

Catholic Charities

Ojai

Jayn Ward, Help of Ojai

Rick Raine, Ojai Valley Family Shelter

Oxnard

Mark Alvarado, City of Oxnard

Oxnard Police Department

Port Hueneme

Melissa Perezchica-Ramirez, County of
Ventura

Santa Paula

Kay Wilson-Bolton, SPIRIT of Santa Paula

Simi Valley

Betty Eskey, Samaritan Center

Mary Flandez, Salvation Army

Thousand Oaks

Rick Schroeder, Many Mansions

Deputy Juan Cordova, VCSD

Ventura

Meredith Hart, City of Ventura

Amy Duganne, County of Ventura

Other Key Partners

Lutheran Social Services

Salvation Army

Turning Point Foundation

Ventura County Rescue Mission

United Way - Volunteer Ventura County

Ventura County Human Services Agency

Ventura County Behavioral Health

Ventura County Health Care Agency

Ventura County Office of Education

Interface Children and Family Services

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I. Executive Summary

There were 1,669 adults and children who were homeless during the point-in-time count according to the Ventura County 2019 Homeless Count and Survey. This number represents an increase of 370 persons or 28.5% when compared to the number of homeless persons who were counted in 2018, which was 1,299.

The cities of Oxnard and Ventura account for nearly two-thirds (66%) of the 1,669 homeless persons (548 persons representing 32.8% and 555 persons representing 33.2%, respectively). The City of Simi Valley again had the third highest population of homeless (121 persons representing 7.2%) followed by the City of Santa Paula (106 persons representing 6.3%). Table 4 lists the total number of unsheltered and sheltered persons for each city and the unincorporated area.

As noted in the table below, of the 1,669 homeless adults and children counted in 2019, 1,258 or 75.4% were unsheltered and 411 or 24.6% were sheltered, whereas 63.2% were unsheltered and 36.8% sheltered in 2018.

There was a 28.5% increase in the number of homeless adults and children when the 2019 homeless count is compared to the 2018 homeless count.

Table 1. Comparison of 2018 and 2019 Homeless Counts

	Sheltered		Unsheltered		Total
	#	%	#	%	
2018 Homeless Count	478	36.8	821	63.2	1,299
2019 Homeless Count	411	24.6	1,258	75.4	1,669
Difference:	-67	-	+437	-	+370 (28.5%)

Ventura County first conducted a homeless count and subpopulation survey in 2007. However, the homeless count and survey has been conducted every year beginning in 2009. The following table compares the homeless counts since 2007. The 1,669 persons counted in 2019 represent another significant increase (28.5%) when compared to the previous year. When compared to 2017, the 1,669 persons counted in 2019 represents a 44.9% increase.

Table 2: Ventura County Homeless Counts from 2007 – 2019.

Year	Total # of Homeless Persons	% of Increase or Decrease from Previous Year
2007	1,961	-
2009	2,193	+12
2010	1,815	-17
2011	1,872	+3
2012	1,936	+3
2013	1,774	-8
2014	1,449	-18
2015	1,417	-2
2016	1,271	-10
2017	1,152	-9
2018	1,299	+12.8
2019	1,669	+28.5

The next table provides the number of homeless persons counted since 2007 by cities and unincorporated area.

Table 3. Comparison of the total number of unsheltered and sheltered persons counted since 2007 by cities and unincorporated area

Jurisdiction	2007	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Camarillo	10	13	15	29	30	27	38	35	24	27	49	33
Fillmore	5	4	5	10	16	13	6	7	6	0	2	10
Moorpark	13	7	1	7	5	9	15	7	4	7	3	2
Ojai	82	60	52	40	41	43	62	40	29	19	31	47
Oxnard	671	679	520	638	522	645	379*	603	584	461	335	548
Port Hueneme	9	1	9	6	12	17	13	22	7	18	19	30
Santa Paula	97	91	54	50	60	34	31	20	56	35	44	106
Simi Valley	163	303	229	226	284	211	194	202	99	105	143	121
Thousand Oaks	81	147	106	87	90	121	130	83	104	102	80	103
Ventura	588	623	601	570	701	519	495	334	300	301	516	555
Unincorporated	242	265	223	209	175	135	86	64	58	77	77	114
Total:	1,961	2,193	1,815	1,872	1,936	1,774	1,449	1,417	1,271	1,152	1,299	1,669

*This number was artificially low due to an unresolved reporting discrepancy and the winter warming shelter being located in Ventura.

Table 4 provides a breakdown of the 2019 homeless count by sheltered and unsheltered persons for each city and unincorporated areas. The City of Oxnard had the largest number of unsheltered persons and the City of Ventura had the largest number of sheltered persons.

Table 4. Total Number of Sheltered and Unsheltered Adults and Children by Jurisdiction

Jurisdiction	Sheltered		Unsheltered	Total
	Shelter	Transitional Hg		
Camarillo	0	0	33	33
Fillmore	0	0	10	10
Moorpark	0	0	2	2
Ojai	24	0	23	47
Oxnard	89	4	455	548
Pt. Hueneme	0	0	30	30
Santa Paula	27	0	79	106
Simi Valley	25	0	96	121
Thousand Oaks	22	0	81	103
Ventura	46	111	398	555
Unincorporated	8	55	51	114
Total:	241	170	1,258	1,669

Unsheltered Persons

Of the 1,669 persons counted in 2019, 1,258 or 75.4% were unsheltered, which is defined by the U.S. Department of Housing and Urban Development (HUD) as

“An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.”

Of the 1,258 unsheltered persons, 1,246 were adults, one was an unaccompanied child under age 18, and 11 were accompanied children under age 18.

Gender

The following table provides a breakdown by gender for 1,246 adults and one unaccompanied youth under age 18. HUD requires the summary to consist of male, female, transgender, and gender non-conforming (i.e. not exclusively male or female).

Table 5. Breakdown by Gender (n=1,247)

	Adults		Unaccompanied Youth Under Age 18	
	#	%	#	%
Male	873	70.1	1	100
Female	364	29.2	0	0
Transgender	5	0.4	0	0
Gender Non-Conforming	2	0.2	0	0
Don't Know	1	0.1	0	0
Missing Data	1	0.1	0	0
Total:	1,246	100	1	100

Ethnicity

Table 6 offers a breakdown by ethnicity. HUD requires the summary to consist of Hispanics or Latinos and non-Hispanics or Latinos.

Table 6. Ethnicity (n=1,247)

	Adults		Unaccompanied Youth Under Age 18	
	#	%	#	%
Hispanic or Latino	409	32.8	1	100
Non-Hispanic or Latino	736	59.1	0	0
Don't Know	37	3.0	0	0
Refused	3	0.2	0	0
Missing Data	61	4.9	0	0
Total:	1,246	100	1	100

Race

Table 7 provides a breakdown by race. It is important to note that instructions from HUD were not to include Hispanics or Latinos in the race categories listed below because the designation "Hispanic or Latino" does not denote race.

Table 7. Race (n=1,247)

	Adults		Unaccompanied Youth Under Age 18	
	#	%	#	%
American Indian or Alaska Native	30	2.4	0	0.0
Asian	17	1.4	0	0.0
Black or African American	98	7.9	0	0.0
Native Hawaiian or Other Pacific Islander	11	0.9	0	0.0
White	954	76.5	1	100
Other	130	10.4	0	0.0
More Than One	4	0.3	0	0.0
Don't Know	1	0.1	0	0.0
Refused	1	0.1	0	0.0
Missing Data	0	0.0	0	0.0
Total:	1,246	100	1	100

Age

The next table offers a breakdown by age for adults and unaccompanied children.

Table 8. Breakdown by Age for Adults and Unaccompanied Children Under Age 18 (n=1,247)

Adults:	#	%
Under Age 18	1	0.1
Ages 18 - 24	68	5.5
Age 25 - 34	213	17.1
Age 35 - 44	315	25.3
Age 45 - 54	307	24.6
Age 55 - 61	198	15.9
Age 62+	143	11.5
Missing Data	2	0.1
Total:	1,247	100

Other Subpopulations

Table 9 provides a breakdown of other subpopulations for adults age 18+.

Table 9. Other Subpopulations (n=1,247)

Subpopulations:	#	%
Chronically Homeless Adults	305	24.4
Families including Chronically Homeless Families*	6**	***
Persons w/Chronic Health Conditions	358****	28.7
Persons w/a Developmental Disability	71	5.7
Persons w/HIV/AIDS	14	1.1
Persons w/Mental Health Problems	358	28.7
Persons w/a Physical Disability	399	32.0
Substance Users	283	22.7
Veterans*****	80	6.4
Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	80	6.4

*Of the six families, 0 families were chronically homeless.

**Six families consisted of seven adults and 11 children.

***The total number of adults in the six families was seven and represents 0.6% of the total adult population of 1,246.

****of the 358 persons with a chronic health condition, 214 or 59.7% stated that the condition is indefinite and impairs their ability to hold a job and/or live independently.

***** 38.9% or 31 veterans were chronically homeless Individuals.

Other Survey Questions

There were additional questions that were added to the survey that were shaped by local stakeholders. The questions are listed in the next table. Not all persons surveyed (n=1,247) responded to all questions.

First Time Homeless

Is this the first time you've been homeless? (n=854)

- 35.4% or 302 of 854 persons stated "yes."

Natural Disasters

Are you homeless as a result of a natural disaster? (n=877)

- 3.9% or 34 of 877 persons stated "yes."

Which natural disaster led to your homelessness? (n=34)

- 55.9% or 19 of 34 persons stated fire/mud;

- 2.9% or 1 of 34 persons stated hurricane (Florida Panhandle);
- 38.2% or 13 of 34 persons stated “other;”
- 2.9% or 1 of 34 persons had no recorded answer.

Which fire caused your homelessness? (n=19)

- 84.2% or 16 of 19 persons stated “2018 Thomas Fire;”
- 5.3% or 1 of 19 persons stated “2018 Hill/Woolsey Fire;”
- 10.5% or 2 of 19 persons had no recorded answer.

Pets

Do you have any pets living with you? (n=879)

- 13.5% or 119 of 879 persons stated “yes.”

Disability Benefits

Do you receive disability benefits? (n=825)

- 19.7% or 163 of 825 persons stated “yes.”

Released from Prison and Jail

Were you recently released from prison or jail after serving 90 days or less? (n=631)
If no to question 1, were you released from prison or jail during the past 12 months? (n=631)

- 21.7% or 137 of 631 persons stated that they were released from jail or prison during the past 12 months.

How Long Living in Ventura County

How long in months have you been living in this community? (n=512)

- 52.5% or 269 persons stated 60 months or less (less than 5 years;
- 47.5% or 243 persons stated 60 months or more (5 years or more).

Of the 269 persons who stated 60 months or less,

- 51.2% or 139 of the 269 persons stated 12 months or less;
- 70.3% or 189 of the 269 persons stated 24 months or less;
- 91.7% or 245 of the 269 persons stated 36 months or less;

Of the 243 persons who stated 60 months or more,

- 28.8% or 70 of the 243 persons stated less than 120 months (less than 10 years);
- 72.8% or 173 persons of the 243 persons stated 120 months or more (10 years or more).

II. Unsheltered Subpopulation Summaries

This section provides a breakdown of each of the following unsheltered subpopulations (only adults are included because many of the questions asked to gather this information do not relate to children):

- Veterans;
- Chronically homeless; and
- Youth ages 18 – 24.

Veterans

Total Number of Unsheltered Persons Who Stated They Were Veterans: 80

Demographic Information	Number	Percent
Age:		
18 to 24	1	1.2
25 - 34	2	2.5
35 – 44	4	5.0
45 – 54	28	35.0
55 – 61	21	26.3
62+	24	30.0
Gender:		
Male	68	85.0
Female	12	15.0
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity:		
Hispanic or Latino	12	15.0
Race:		
African American or Black	3	3.8
American Indian or Alaska Native	6	7.5
Asian	1	1.2
Native Hawaiian or Pacific Islander	0	0.0
White	67	83.7
Multiple Races or Other	3	3.8
Chronic Homelessness:	31	38.7
Chronic Health Conditions:	41	51.2
Developmental Disabilities:	7	8.7
Disability Benefits	27	33.7
First Time Homeless:	21	26.2
HIV/AIDS:	2	2.5

Mental Health Problem:	21	26.2
Persons Released from Correctional Institutions During Past Year:	22	27.5
Physical Disability:	43	53.7
Substance Use Problem:	19	23.7
Victims of Domestic Violence:		
Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	6	7.5

Chronically Homeless

Total Number of Unsheltered Persons Who Were Chronically Homeless: 305

Demographic Information	Number	Percent
Age:		
Unaccompanied under Age 18	0	0.0
18 to 24	12	3.9
25 - 34	40	13.1
35 – 44	66	21.7
45 – 54	87	28.5
55 – 61	56	18.4
62+	44	14.4
Gender:		
Male	191	62.6
Female	114	37.4
Transgender	0	0.0
Ethnicity:		
Hispanic or Latino	82	26.9
Race:		
African American or Black	17	5.6
American Indian or Alaska Native	12	3.9
Asian	1	0.3
Native Hawaiian or Pacific Islander	6	2.0
White	252	82.6
Multiple Races or Other	17	5.6
Chronic Health Conditions:	139	45.6
Developmental Disabilities:	38	12.5
Disability Benefits	96	31.5
First Time Homeless:	110	36.1
HIV/AIDS:	1	0.3
Mental Health Problem:	152	49.8

Persons Released from Correctional Institutions During Past Year:	116	38.0
Physical Disability:	177	58.0
Substance Use Problem:	140	45.9
Veteran:	31	10.2
Victims of Domestic Violence:		
Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	29	9.5

Youth Age 18 - 24

Total Number of Unsheltered Youth: 68

Demographic Information	Number	Percent
Gender:		
Male	47	69.1
Female	19	27.9
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	2	3.0
Ethnicity:		
Hispanic or Latino	37	54.4
Race:		
African American or Black	1	1.5
American Indian or Alaska Native	3	4.4
Asian	1	1.5
Native Hawaiian or Pacific Islander	1	1.5
White	50	73.5
Multiple Races or Other	12	17.6
Chronic Homelessness:	11	16.2
Chronic Health Conditions:	9	13.2
Developmental Disabilities:	4	5.9
Disability Benefits:	3	4.4
First Time Homeless:	29	42.6
HIV/AIDS:	0	0.0
Mental Health Problem:	17	25.0
Persons Released from Correctional Institutions During Past Year:	9	13.2
Physical Disability:	4	5.9
Substance Use Problem:	19	27.9

Veteran:	1	1.5
Victims of Domestic Violence:		
Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	0	0.0

III. Next Steps: Implementing Recommendations to End Homelessness

On January 9, 2019, the Ventura County Continuum of Care (VCCoC) Board adopted the Ventura County Plan to Prevent and End Homelessness. This plan was developed to create a community-wide roadmap to prevent and end homelessness. The plan includes seven strategic priorities that have been adopted by the VCCoC and represent best practices on preventing and ending homelessness. Additionally, the plan details nine recommendations to improve the crisis response homeless services system. The VC CoC will use the adopted strategies and priorities to guide the collaborative work of the Alliance, its committees and stakeholders. The full plan can be found at: [Ventura County Plan to Prevent and End Homelessness](#).

The following are the nine (9) adopted recommendations from the plan.

1. Implementing a homeless prevention approach that will help ensure that those individuals and families most at-risk do not become homeless

This approach focuses on providing flexible limited cash assistance and a wide-range of free or low-cost supportive services and supplies to those households most likely to become homeless. The approach also focuses on providing a wide-range of free and low-cost supportive services and supplies to those households less likely to become homeless but in need of such services and supplies. Household characteristics are captured and assessed in the Homeless Management Information System (HMIS) to determine which households should receive prevention assistance.

2. Expanding street outreach and engagement

Expand street outreach and engagement to all areas of the county to ensure that outreach workers engage persons living in homeless encampments. Such persons are often the most vulnerable who have been languishing on the streets and prone to injury and death.

Outreach workers should be full-time and dedicated to outreach and engagement ideally assigned to the same community for extended periods of time. Outreach includes building a personal connection with the individuals, assessing their immediate needs with a basic needs assessment, and working to identify barriers that the individual must address and overcome to improve health status, social support network and address their housing crisis. Engagement involves multiple contacts with individuals living on the street or in encampments.

Outreach and engagement also involves collaborating with outreach workers who may not be full-time and dedicated solely to outreach and engagement. Collaboration will also include cross-training.

3. Promoting housing search

Hire Housing Locators, with support from a wide-range of community members, to focus on finding various housing options for street outreach workers to engage homeless persons. Housing Locators engaging a wide-range of community representatives in housing search activities will result in an increase of affordable housing opportunities. This will allow street outreach workers to concentrate on developing relationships with homeless persons, particularly chronically homeless persons, to connect with appropriate housing.

4. Homelessness diversion

Advance a homeless diversion strategy that prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements and if necessary, connecting them with services and financial assistance to help them return to permanent housing. An effective diversion strategy has trained staff in assessment and service delivery in a crisis intervention model. The initial focus will be on where the family will sleep in the short-term while developing a plan for permanent housing. Short-term solutions may involve doubling up with friends or family or hotel/motel assistance. This may involve mediating a conflict that led to the family's loss of housing. Long term solutions will be explored with a Housing Navigator.

5. Augmenting housing navigation

Augmenting housing navigation will include hiring full-time Housing Navigators that are solely dedicated to housing navigation, which means focusing on helping homeless households with developing a housing plan, addressing the barriers identified during the plan or during regular navigation activities, and assisting the household with acquiring documentation and completing forms required for housing. Navigation will also include attending property owner meetings and setting appointments and assisting with completing paperwork needed around housing applications. Navigation will also involve the securing of housing through inspections, utility startups, and actual move in into housing.

6. Increasing the number of low barrier emergency shelter beds

Expanding the number and distribution of low-barrier emergency shelter beds ensures that resources are available for those persons who want to come indoors. Also, without access to low-barrier emergency shelter beds, outreach and engagement workers have limited options to offer those who are willing to engage in strategies to address their homelessness. Low barrier emergency shelter is often a first step, free from preconditions such as sobriety, to moving as quickly as possible into permanent supportive housing.

7. Augmenting Rapid Rehousing assistance

Augmenting Rapid Rehousing assistance will help more families and individuals who are not chronically homeless obtain permanent housing immediately and to stabilize themselves as soon as possible. Targeted households have not been living on the streets for years with physical disabling conditions such as serious mental illness, substance use disorders, and/or chronic physical illness, have lived independently in permanent housing in the past and need temporary assistance for several months instead of years. They may need short-term rental assistance (six months or less) and longer-term non-monetary assistance to prevent the loss of their housing such as free or low-cost clothing, food, health care, household supplies, and transportation.

8. Increasing the number of permanent supportive housing units

More permanent supportive housing is needed for persons who have a disabling condition and need subsidized housing for which they pay no more than 30% of their adjusted monthly income. Supportive housing is the best practice solution for persons with serious and persistent mental illness, substance use disorders and other disabilities. Services are provided on-site and off-site. The type of services will depend on the needs and the will of the residents. Services may be short-term, sporadic, or ongoing indefinitely and be focused on helping residents maintain their housing. Supportive services may include education, emergency assistance, employment, health care, mental health care, substance use counseling and treatment, and trauma care.

9. Ensuring home-based case management

Effective, consistent and appropriate home-based case management services are essential for the success of those living in permanent supportive housing and facilitate success for others once rapid re-housing financial assistance ends. It is important that there are enough case managers to provide case management services for all needing assistance to improve outcomes and minimize loss of housing for these populations.

In addition to the nine (9) adopted recommendations from the VC Plan to Prevent and End Homelessness, the Continuum of Care Board emphasized that the community continue to focus efforts on preventing and ending homelessness for all populations of individuals and families experiencing homelessness including:

- Ending Veteran Homelessness;
- Furthering efforts to end unsheltered youth homelessness including transition-aged-youth;
- Continuing to implement a no-tolerance policy for children living on the streets, in vehicles and in other places not meant for human habitation; and
- Encouraging each jurisdiction to review their updated unsheltered homeless count numbers and review local strategies to reduce unsheltered homelessness.

IV. Background Information

The U.S. Department of Housing and Urban Development (HUD), as part of its requirements for local jurisdictions to continue to receive Continuum of Care funding for homeless persons, has asked local jurisdictional applicants to conduct a “one-day point-in-time” unsheltered and sheltered homeless count every other year since 2005 during the last 10 days of January. However, since 2012, HUD requires a sheltered count every year, which includes emergency shelters and transitional housing programs, including safe havens.

In addition, HUD requires local jurisdictional applicants to gather data for the following subpopulations: chronically homeless individuals, chronically homeless families, persons with mental illness, persons with HIV/AIDS, substance users, veterans, victims of domestic violence, unaccompanied youth under age 18, and youth ages 18 – 24.

A. When were the 2019 Count and Subpopulation Surveys conducted?

The homeless count and subpopulation surveys were conducted on January 22, 2019 to survey persons who slept sheltered or unsheltered on the night of January 21, 2019. Additionally, HUD allows for communities to survey persons at service site locations and other areas such as homeless encampments within seven days following the night of the count. In Ventura County, each community lead identified service sites and other areas to survey. Service providers, volunteers and law enforcement partners assisted with surveying these locations on days following the count, including encampments. The person had to report sleeping in a “place not meant for human habitation” on the night of January 21, 2019 to be included in the count. Identifier information was collected to prevent duplication.

The local Homeless Management Information System (HMIS) was used to complete the sheltered count on the same day. Those agencies that operate an emergency shelter or transitional housing program and do not participate in HMIS completed a survey instrument with the “Counting Us” app that asked the same information as collected in HMIS.

B. Who was counted and surveyed in 2019?

Only those persons who met HUD’s definition of homelessness were counted and surveyed. HUD considers a person homeless only when he/she lives:

- In places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings;
- In an emergency shelter; and
- In transitional housing including safe havens.

HUD does not consider the following persons to be homeless—persons who are “doubled up,” or persons who are “near homelessness”—but considers them to be at-risk of becoming homeless. Such persons were not included in the homeless count.

The Census Bureau noted that 9.8% or approximately 84,000 of the 854,223 residents of the County were living below the poverty level as reported in the 2017 American Community Survey. These persons are at risk of becoming homeless. Many of these persons can become homeless because of social structural issues such as increases in rent, loss of job, and rising health care costs. In addition, personal experiences such as domestic violence, physical disabilities, mental illness, and substance abuse can cause members of a low-income household or an entire household to become homeless. Often, one or more of these experiences factor into a household's homeless experience as suggested Table 9.

The Ventura County Continuum of Care homeless services system saw 2,147 persons including 1,532 single adults and 615 persons in families including 426 children. A total of 1,444 referrals were made to programs including homeless prevention assistance, emergency shelter, transitional housing, rapid re-housing and permanent supportive housing. In all programs that work to connect persons with permanent housing (emergency shelter, transitional housing, and rapid re-housing) 36% of persons served were assisted with permanent housing. While the system experienced challenges in identifying affordable and available housing units for all persons that need them, persons in permanent housing programs (rapid re-housing and permanent housing) saw a greater than 95% success rate in retaining permanent housing. The 26 participating partner agencies and their various programs are successful in housing individuals and families and supporting those households in achieving housing stability when the right resources are available.

Again, in 2018, Ventura County 2-1-1 saw the highest request for housing assistance resulting in the top unmet need category. The image below shows 2018 calls from persons who were homeless or at-risk of homeless in each jurisdiction throughout the county.

2018 Ventura County 211 Call Data

Homeless			At-Risk of Homeless		
	78	5.02%		59	2.79%
Camarillo	127	8.18%	Camarillo	143	6.76%
Fillmore	13	0.84%	Fillmore	41	1.94%
Moorpark	28	1.80%	Moorpark	47	2.22%
Oak Park	1	0.06%	Oak Park	4	0.19%
Oak View	4	0.26%	Oak View	9	0.43%
Ojai	28	1.80%	Ojai	39	1.84%
Oxnard	476	30.65%	Oxnard	737	34.83%
Piru	2	0.13%	Piru	8	0.38%
Port Hueneme	42	2.70%	Port Hueneme	113	5.34%
Santa Paula	54	3.48%	Santa Paula	101	4.77%
Simi Valley	123	7.92%	Simi Valley	210	9.92%
Somis	2	0.13%	Somis	2	0.09%
Thousand Oaks	138	8.89%	Thousand Oaks	187	8.84%
Ventura	437	28.14%	Ventura	416	19.66%
Total	1553	100.00%	Total	2116	100.00%

The County of Ventura Healthcare for the Homeless reported 12,618 persons enrolled that met the Health Resources & Services Administration (HRSA) definition of homeless (includes doubled up and at-risk persons). Of this number, 4,007 or 32% of persons were literally homeless (on the streets, emergency shelter or transitional housing).

Ventura County Office of Education also tracks the number of homeless students through a broader definition of homelessness set by the federal Department of Education. Data collected in the 2018 school year showed 5,291 students temporarily doubled-up or at-risk of homelessness, 538 or 10% of students met the HUD definition of homelessness. This data includes all public K-12 schools in Ventura County.

C. Who carried out the count and subpopulation survey?

Over 200 volunteers helped with the count and subpopulation survey. Each city had volunteer teams that were coordinated by a team leader(s). In addition, volunteer teams were coordinated by a team leader(s) to count in unincorporated areas of the county. Teams counted on the streets, in encampments, at non-residential program sites that served homeless persons such as food programs, health care centers, public assistance sites, shelters and transitional housing programs.

Volunteer efforts were coordinated by the County Executive Office (CEO), which is responsible to the Board of Supervisors for the general administration and coordination of all County operations and programs (see <http://www.ventura.org/county-executive-office>). The CEO's office also provides staff support to the Countywide Continuum of Care. The CEO consulted with the Institute for Urban Initiatives and Simtech Solutions, Inc. to complete the count and subpopulation survey.

Urban Initiatives is a community-based research and development agency that has completed many housing and homeless assessments including several homeless counts for cities and counties throughout Southern California. It consists of several agencies that respond to the economic, housing, and social needs of neighborhoods, cities, and counties from community, regional, national, international, and faith-based perspectives (see www.urban-initiatives.org).

Simtech Solutions, Inc. is a cause driven technology services provider with a passion for developing innovative technologies and enhancing the impact of existing ones to help people experiencing homelessness. Simtech Solutions is the developer of the Counting Us mobile app to help communities across the county automate their annual Point in Time homeless census. The goal is to save time and effort and produce more accurate results. Simtech Solutions uses survey questions to help communities gather the information required by HUD while allowing the ability to customize questions for local use. This technology includes the ability to geo-map survey locations across the county (see www.simtechsolutions.com)

The CEO also consulted with the Ventura County Continuum of Care Alliance (VCCCA), whose mission is to facilitate an end to homelessness in Ventura County by coordinating funding, housing, and service strategies that prevent and end homelessness to plan and coordinate the count. The VCCCA is made up of individuals and representatives who support the mission, including those from the service sector (mental health agencies, health care agencies, social service providers, victim advocates, and educational institutions), housing agencies (non-profit and for-profit developers, housing authorities), law enforcement, and advocates (faith community, formerly homeless and neighborhood groups). For more information about VCCCA, visit www.venturacoc.org.

V. Methodology

Unsheltered Count and Survey

A homeless count and subpopulation survey instrument was used to gather unsheltered data by counters. The survey data was gathered primarily by utilizing Simtech Solutions, Inc.'s "Counting Us" mobile app. Volunteers entered survey questions on their mobile devices where survey data was instantly submitted to a regional command center. The survey questions were focused on gathering demographic and subpopulation information as required by HUD. The instrument focused on gathering responses that were used to create an identifier and to determine the number of persons for each subpopulation. All information gathered through this instrument remains confidential. Survey data is self-reported and voluntary. The goal is to have all survey questions answered with each person/household however, some persons decline to answer some or all questions. In some cases, an observation-only survey was submitted if a person declined to participate in the survey.

During the count, volunteers were required to collect the following information concerning every homeless person counted: first initial of first name, first initial of last name, gender, race¹, age by code², and physical disability. The information for each encounter was input into a data base. The information was used to create an identifier for each person. For example, a homeless person may have the following code of "WTM56Y." This means that this person's first name began with "W", last name began with "T", he was male "M", he was White "5", in the age range of 45-54 "6", and said "yes" when asked if they had a physical disability.

First Initial	Last Initial	Gender	Race	Age	Physical Disability
W	T	M	5	6	Yes

If the same identifier appeared more than once, it was assumed that this was the same person and the person would only be counted once. An example to illustrate how this process worked is noted in the table below. Numbers 6 and 7 (shaded in gray) would be considered the same person. If for some reason there was doubt that numbers 6 and 7 were the same person, other data collected on the same two people would be used to address the doubt.

¹ The code for race was 1=African American or Black; 2=American Indian or Alaskan Native; 3=Asian; 4=Native Hawaiian or Pacific Islander; 5=White; 6=Multiple Races or Other, 7= Don't Know; and 8= Refused to Answer.

² The code for age included: 0=under 5; 1=5-12; 2=13-17; 3=18-24; 4=25-34; 5=35-44; 6=45-54; 7=55-61; and 8=62+.

Number of Person	First Initial	Last Initial	Gender	Race	Age	Physical Disability
1	J	H	F	5	6	No
2	H	T	M	4	7	No
3	R	K	F	4	5	No
4	K	N	M	1	4	Yes
5	F	A	M	3	3	No
6	J	F	M	5	5	Yes
7	J	F	M	5	5	Yes

The obtained data also provided the opportunity to break down the number of homeless persons counted by gender, ethnicity, age range, and physical disability. Thus, the questions served two purposes—basic demographic information and the prevention of duplication.

The instrument also focused on gathering responses to several questions to determine the number of persons for each of the eight subpopulations required by HUD, which include:

- Chronically Homeless Individuals;
- Chronically Homeless Families;
- Persons with HIV/AIDS;
- Persons with Chronic Substance Abuse;
- Persons with Severe Mental Illness;
- Unaccompanied Youth under Age 18;
- Veterans;
- Persons fleeing Domestic Violence; and
- Youth Ages 18 to 24.

Other subpopulation data was also collected for

- Persons released from a Correctional Institution during past 12 months after serving a court-ordered sentence;
- Persons with a Physical Disability;
- Persons with a Developmental Disability;
- Persons with Chronic Health Conditions; and
- Seniors age 62+.

Sheltered Count and Survey

As required by HUD, the sheltered count included the number of persons and households sleeping in emergency shelters (including seasonal shelters) and transitional housing, including safe haven programs, which were listed on the Housing Inventory Chart (HIC) (see Appendix C).

In addition, any persons staying in hotels or motels as a result of receiving a voucher from a social service agency were included in the sheltered count per HUD's instructions if the voucher program was listed on the HIC.

The HIC is updated and submitted to HUD in April of each year, as part of the annual Point-in-Time count process. Prior to the homeless count, the HIC was updated by CEO staff to include any new programs, programs under development or to exclude any programs no longer operational.

HUD encourages the use of HMIS data to generate sheltered counts and subpopulation data for programs with 100% of beds participating in HMIS. Thus, HMIS was used to gather the total number of occupied beds and the number of persons for each subpopulation. The "Counting Us" mobile app from Simtech Solutions, Inc. was used to collect the total number of occupied beds and the number of persons for each subpopulation for non-participating HMIS programs. The same questions used to collect subpopulation data through HMIS were used for the data collection instrument. Thus, sheltered count data for all sheltered programs was gathered either through a mobile survey or HMIS.

See Appendix B for a sheltered report for all emergency shelter, safe haven and transitional housing programs. The report includes a breakdown of demographic and subpopulation information.

See Appendix C for the HIC report including HMIS participating programs and utilization during the point-in-time count.

Appendix A: Findings for Each City Concerning Unsheltered Adults

Camarillo

Total Number of Unsheltered Persons: 33

Total Unsheltered Adults: 33

Of the 33 adults counted, volunteers were able to administer 28 surveys.

Demographic Information	n=28	
	Number	Percent
Age:		
18 to 24	1	3.6
25 - 34	3	10.7
35 – 44	5	17.9
45 – 54	8	28.6
55 – 61	8	28.6
62+	3	10.7
Gender:		
Male	21	75.0
Female	6	21.4
Transgender	1	3.6
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	3	10.7
Race:		
African American or Black	0	0.0
American Indian or Alaska Native	1	3.6
Asian	1	3.6
Native Hawaiian or Pacific Islander	0	0.0
White	25	89.3
Multiple Races or Other	1	3.6
Became Homeless as a Result of a Natural Disaster	0	0.0
Chronic Health Conditions:	11	39.3
Chronic Homelessness:	8	28.6
Developmental Disabilities:	1	3.6
Disability Benefits:	7	25.0

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	3	10.7
First Time Homeless:	9	32.1
HIV/AIDS:	0	0.0
Mental Health Problem:	5	17.9
Persons Released from Correctional Institutions During Past Year:	12	42.8
Physical Disability:	9	32.1
Substance Use Problem:	4	14.3
Veteran:	3	10.7

Fillmore

Total Number of Unsheltered Persons: 10

Total Unsheltered Adults: 9

Of the 9 adults counted, volunteers were able to administer 2 surveys.

Demographic Information	n=2	
	Number	Percent
Age:		
18 to 24	0	0.0
25 - 34	0	0.0
35 – 44	1	50.0
45 – 54	1	50.0
55 – 61	0	0.0
62+	0	0.0
Gender:		
Male	1	50.0
Female	1	50.0
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	2	100
Race:		
African American or Black	0	0.0
American Indian or Alaska Native	0	0.0
Asian	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	1	50.0
Multiple Races or Other	1	50.0
Became Homeless as a Result of a Natural Disaster:	0	0.0
Chronic Health Conditions:	0	0.0
Chronic Homelessness:	0	0.0
Developmental Disabilities:	0	0.0
Disability Benefits:	0	0.0

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	0	0.0
First Time Homeless:	1	50.0
HIV/AIDS:	0	0.0
Mental Health Problem:	0	0.0
Persons Released from Correctional Institutions During Past Year:	0	0.0
Physical Disability:	0	0.0
Substance Use Problem:	0	0.0
Veteran:	0	0.0

Moorpark

Total Number of Unsheltered Persons: 2

Total Unsheltered Adults: 2

Of the 2 adults counted, volunteers were able to administer 2 surveys.

Demographic Information	n=2	
	Number	Percent
Age:		
18 to 24	0	0.0
25 - 34	0	0.0
35 – 44	1	50.0
45 – 54	0	0.0
55 – 61	0	0.0
62+	1	50.0
Gender:		
Male	2	100
Female	0	0.0
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	1	50.0
Race:		
African American or Black	0	0.0
American Indian or Alaska Native	0	0.0
Asian	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	2	100
Multiple Races or Other	0	0.0
Became Homeless as a Result of a Natural Disaster:	0	0.0
Chronic Health Conditions:	1	50.0
Chronic Homelessness:	0	0.0
Developmental Disabilities:	0	0.0
Disability Benefits:	0	0.0

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	0	0.0
First Time Homeless:	2	100
HIV/AIDS:	0	0.0
Mental Health Problem:	0	0.0
Persons Released from Correctional Institutions During Past Year:	0	0.0
Physical Disability:	0	0.0
Substance Use Problem:	0	0.0
Veteran:	1	50.0

Ojai

Total Number of Unsheltered Persons: 23

Total Unsheltered Adults: 23

Of the 23 adults counted, volunteers were able to administer 12 surveys.

Demographic Information	n=12	
	Number	Percent
Age:		
18 to 24	0	0.0
25 - 34	4	33.3
35 – 44	2	16.7
45 – 54	0	0.0
55 – 61	1	8.3
62+	4	33.3
Missing Data	1	8.3
Gender:		
Male	6	50.0
Female	6	50.0
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	1	8.3
Race:		
African American or Black	0	0.0
American Indian or Alaska Native	0	0.0
Asian	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	12	100
Multiple Races or Other	0	0.0
Became Homeless as a Result of a Natural Disaster:	1	8.3
Chronic Health Conditions:	5	45.5
Chronic Homelessness:	4	33.3
Developmental Disabilities:	0	0.0
Disability Benefits:	0	0.0

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	1	8.3
First Time Homeless:	4	36.4
HIV/AIDS:	0	0.0
Mental Health Problem:	3	27.3
Persons Released from Correctional Institutions During Past Year:	6	50.0
Physical Disability:	7	63.6
Substance Use Problem:	11	91.7
Veteran:	1	8.3

Oxnard

Total Number of Unsheltered Persons: 455

Total Unsheltered Adults: 450

Of the 450 adults counted, volunteers were able to administer 352 surveys.

Demographic Information	n=352	
	Number	Percent
Age:		
18 to 24	23	6.5
25 - 34	65	18.5
35 – 44	104	29.5
45 – 54	82	23.3
55 – 61	49	13.9
62+	29	8.2
Gender:		
Male	256	72.7
Female	95	27.0
Transgender	1	0.3
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	162	47.8
Race:		
African American or Black	48	13.6
American Indian or Alaska Native	8	2.3
Asian	5	1.4
Native Hawaiian or Pacific Islander	2	0.6
White	186	52.8
Multiple Races or Other	102	29.1
Refused	1	0.3
Became Homeless as a Result of a Natural Disaster:	4	1.1
Chronic Health Conditions:	51	14.5
Chronic Homelessness:	54	15.4
Developmental Disabilities:	11	3.1
Disability Benefits:	44	12.5

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	13	3.7
First Time Homeless:	71	22.4
HIV/AIDS:	2	0.6
Mental Health Problem:	79	22.4
Persons Released from Correctional Institutions During Past Year:	40	11.4
Physical Disability:	83	23.6
Substance Use Problem:	57	16.2
Veteran:	14	4.3

Port Hueneme

Total Number of Unsheltered Persons: 30

Total Unsheltered Adults: 30

Of the 30 adults counted, volunteers were able to administer 22 surveys.

Demographic Information	n=22	
	Number	Percent
Age:		
18 to 24	1	4.5
25 - 34	3	13.6
35 – 44	2	9.1
45 – 54	8	36.4
55 – 61	5	22.7
62+	3	13.6
Gender:		
Male	15	68.2
Female	7	31.8
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	12	54.5
Race:		
African American or Black	1	4.5
American Indian or Alaska Native	0	0.0
Asian	0	0.0
Native Hawaiian or Pacific Islander	1	4.5
White	20	90.9
Multiple Races or Other	0	0.0
Became Homeless as a Result of a Natural Disaster:	0	0.0
Chronic Health Conditions:	11	50.0
Chronic Homelessness:	6	27.3
Developmental Disabilities:	3	13.6
Disability Benefits:	1	4.8

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	2	9.1
First Time Homeless:	8	36.4
HIV/AIDS:	0	0.0
Mental Health Problem:	4	19.0
Persons Released from Correctional Institutions During Past Year:	6	18.2
Physical Disability:	6	28.6
Substance Use Problem:	10	33.3
Veteran:	5	22.7

Santa Paula

Total Number of Unsheltered Persons: 79

Total Unsheltered Adults: 75

Of the 75 adults counted, volunteers were able to administer 54 surveys.

Demographic Information	n=54	
	Number	Percent
Age:		
18 to 24	3	5.6
25 - 34	9	16.7
35 – 44	12	22.2
45 – 54	18	33.3
55 – 61	6	11.1
62+	6	11.1
Gender:		
Male	36	66.7
Female	16	29.6
Transgender	2	3.7
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	37	72.5
Race:		
African American or Black	4	7.4
American Indian or Alaska Native	1	1.9
Asian	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	48	88.9
Multiple Races or Other	1	1.9
Became Homeless as a Result of a Natural Disaster:	1	1.9
Chronic Health Conditions:	27	50.0
Chronic Homelessness:	23	42.6
Developmental Disabilities:	1	1.9
Disability Benefits:	14	25.9

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	4	7.4
First Time Homeless:	16	29.6
HIV/AIDS:	1	1.9
Mental Health Problem:	11	20.4
Persons Released from Correctional Institutions During Past Year:	15	27.8
Physical Disability:	18	33.3
Substance Use Problem:	38	70.4
Veteran:	0	0.0

Simi Valley

Total Number of Unsheltered Persons: 96

Total Unsheltered Adults: 94

Of the 94 adults counted, volunteers were able to administer 70 surveys.

Demographic Information	n=70	
	Number	Percent
Age:		
18 to 24	5	7.1
25 - 34	10	14.3
35 – 44	19	27.1
45 – 54	15	21.4
55 – 61	14	20.0
62+	7	10.0
Gender:		
Male	54	77.1
Female	16	22.9
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	9	12.9
Race:		
African American or Black	5	7.1
American Indian or Alaska Native	1	1.4
Asian	1	1.4
Native Hawaiian or Pacific Islander	0	0.0
White	63	90.0
Multiple Races or Other	0	0.0
Became Homeless as a Result of a Natural Disaster:	2	2.9
Chronic Health Conditions:	26	37.1
Chronic Homelessness:	21	30
Developmental Disabilities:	5	7.1
Disability Benefits:	15	21.4

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	7	10.0
First Time Homeless:	31	44.3
HIV/AIDS:	0	0.0
Mental Health Problem:	30	42.9
Persons Released from Correctional Institutions During Past Year:	27	38.6
Physical Disability:	23	32.9
Substance Use Problem:	29	41.4
Veteran:	2	2.9

Thousand Oaks

Total Number of Unsheltered Persons: 81

Total Unsheltered Adults: 81

Of the 81 adults counted, volunteers were able to administer 48 surveys.

Demographic Information	n=48	
	Number	Percent
Age:		
18 to 24	2	4.2
25 - 34	7	14.6
35 – 44	9	18.8
45 – 54	15	31.2
55 – 61	10	20.8
62+	5	10.4
Gender:		
Male	35	72.9
Female	13	27.1
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0.0
Ethnicity: Hispanic or Latino	6	13.6
Race:		
African American or Black	2	4.2
American Indian or Alaska Native	3	6.2
Asian	0	0.0
Native Hawaiian or Pacific Islander	1	2.1
White	41	85.4
Multiple Races or Other	1	2.1
Became Homeless as a Result of a Natural Disaster:	3	6.2
Chronic Health Conditions:	12	25.0
Chronic Homelessness:	18	37.5
Developmental Disabilities:	1	2.1
Disability Benefits:	13	27.1

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	5	10.4
First Time Homeless:	14	29.2
HIV/AIDS:	2	4.2
Mental Health Problem:	13	27.1
Persons Released from Correctional Institutions During Past Year:	17	35.4
Physical Disability:		
Substance Use Problem:	20	41.7
Veteran:	10	22.2

Ventura

Total Number of Unsheltered Persons: 398

Total Unsheltered Adults: 398

Of the 398 adults counted, volunteers were able to administer 260 surveys.

Demographic Information	n=260	
	Number	Percent
Age:		
18 to 24	10	3.8
25 - 34	30	11.5
35 – 44	59	22.7
45 – 54	78	30.0
55 – 61	52	20.0
62+	31	11.9
Gender:		
Male	168	64.6
Female	91	35.0
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	1	0.4
Ethnicity: Hispanic or Latino	61	24.8
Race:		
African American or Black	8	3.1
American Indian or Alaska Native	10	3.8
Asian	5	1.9
Native Hawaiian or Pacific Islander	5	1.9
White	223	85.8
Multiple Races or Other	9	3.5
Became Homeless as a Result of a Natural Disaster:	17	6.5
Chronic Health Conditions:	96	36.9
Chronic Homelessness:	93	35.8
Developmental Disabilities:	26	10.0
Disability Benefits:	57	21.9

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	20	7.7
First Time Homeless:	119	45.8
HIV/AIDS:	2	0.8
Mental Health Problem:	85	32.7
Persons Released from Correctional Institutions During Past Year:	115	44.2
Physical Disability:	94	36.2
Substance Use Problem:	93	35.8
Veteran:	16	6.6

Unincorporated

Total Number of Unsheltered Persons: 51

Total Unsheltered Adults: 51

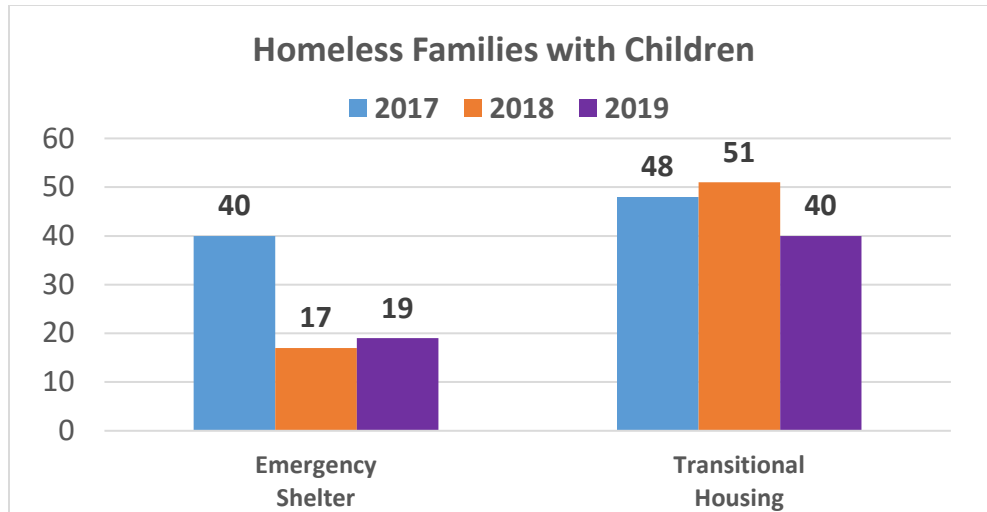
Of the 51 adults counted, volunteers were able to administer 49 surveys.

Demographic Information	n=49	
	Number	Percent
Age:		
18 to 24	6	12.2
25 - 34	5	10.2
35 – 44	12	24.5
45 – 54	11	22.4
55 – 61	7	14.3
62+	8	16.3
Gender:		
Male	30	61.2
Female	18	36.7
Transgender	0	0.0
Gender Non-Conforming (i.e. not exclusively male or female)	1	2.1
Ethnicity: Hispanic or Latino	16	35.6
Race:		
African American or Black	1	2.0
American Indian or Alaska Native	3	6.1
Asian	0	0.0
Native Hawaiian or Pacific Islander	0	0.0
White	44	89.8
Multiple Races or Other	1	2.0
Became Homeless as a Result of a Natural Disaster:	6	15.8
Chronic Health Conditions:	12	32.4
Chronic Homelessness:	10	22.7
Developmental Disabilities:	2	4.1
Disability Benefits:	7	16.3

Experiencing Homelessness Because Fleeing Domestic Violence, Dating Violence, Sexual Assault, or Stalking	1	2.6
First Time Homeless:	23	46.9
HIV/AIDS:	0	0.0
Mental Health Problem:	13	34.2
Persons Released from Correctional Institutions During Past Year:	3	6.1
Physical Disability:	14	32.6
Substance Use Problem:	5	10.2
Veteran:	2	4.5

Appendix B:
**Sheltered Report for all Emergency Shelter,
Safe Haven and Transitional Housing Programs**

FAMILIES WITH CHILDREN				
	Emergency Shelter		Transitional Housing	
	19 Households		40 Households	
Gender				
	#	%	#	%
Male	17	35%	55	42%
Female	32	65%	75	58%
Transgender	0	0	0	0
Total Persons:	49		130	
Age				
	#	%	#	%
Under age 18	30	61%	74	57%
18-24 (TAY)	2	4%	8	6%
Over Age 24	17	35%	48	37%
Race				
	#	%	#	%
White	44	90%	115	88%
Black/African American	5	10%	6	5%
Native Hawaiian/Pacific Islander	0	0%	0	0%
Multiple Races	0	0%	9	7%
Ethnicity				
	#	%	#	%
Hispanic/Latino	36	73%	79	61%
Non-Hispanic	13	27%	51	39%
Disabled/Chronically Homeless families				
	#	%	#	%
Total:	6	12%	0	0



The number of homeless families with children in Emergency Shelters has decreased significantly since 2017 due to the successful implementation of Rapid Re-Housing programs and diversion to Transitional Housing when available.

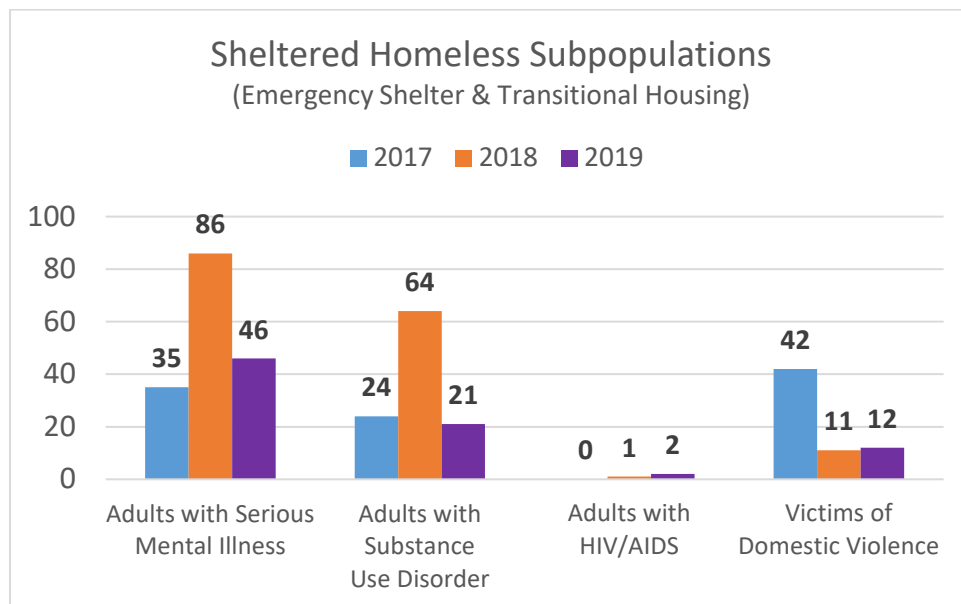
SINGLE ADULTS				
	Emergency Shelter		Transitional Housing	
Gender				
	#	%	#	%
Male	121	63%	28	70%
Female	69	36%	12	30%
Transgender	2	1%	0	0%
Total Persons:	192		40	
Age				
	#	%	#	%
18-24 TAY	13	7%	2	5%
Over Age 24	179	93%	38	95%
Race				
	#	%	#	%
White	173	90%	30	75%
Black/African American	6	3%	6	15%
Asian	4	2%	0	0%
American Indian/Native Alaskan	2	1%	1	2%
Native Hawaiian/Pacific Islander	1	1%	0	0%
Multiple Races	6	3%	3	8%
Ethnicity				
	#	%	#	%
Hispanic/Latino	68	35%	19	47%
Non-Hispanic/Latino	124	65%	21	53%
Disabled/Chronically Homeless				
	#	%	#	%
Total:	24	13%	0	0

There has been a decrease in the number of single adults in Transitional Housing, from 115 in 2017 to 40 in 2019, as several privately-funded housing units changed their focus from serving homeless adults only to accommodating those with substance use disorders who are not necessarily homeless. This sheltered count is solely focused on counting those who were literally homeless at entry.

VETERAN HOUSEHOLDS				
	Emergency Shelter		Transitional Housing	
Gender				
	#	%	#	%
Male	6	86%	19	100%
Female	1	14%	0	0%
Transgender	0	0%	0	0%
Total Persons:	7		19	
Race				
	#	%	#	%
White	6	86%	15	79%
Black/African American	1	14%	1	5%
American Indian/Alaska Native	0	0%	1	5%
Multiple Races	0	0%	2	11%
Ethnicity				
	#	%	#	%
Hispanic/Latino	2	29%	5	26%
Non-Hispanic/Latino	5	71%	14	74%
Disabled/Chronically Homeless				
	#	%	#	%
Total:	4	44%	0	0

UNACCOMPANIED YOUTH HOUSEHOLDS				
	Emergency Shelter		Transitional Housing	
Gender				
	#	%	#	%
Male	8	67%	0	%
Female	4	33%	4	100%
Transgender	0	0	0	0
Total Persons:	12		4	
Age				
	#	%	#	%
Under 18	3	25%	0	0%
18-24	9	75%	4	100%
Race				
	#	%	#	%
White	9	75%	4	100%
Black/African American	1	8%	0	0%
American Indian/Native Alaskan	0	0%	0	0%
Native Hawaiian/Pacific Islander	1	8%	0	0%
Multiple Races	1	8%	0	0%
Ethnicity				
	#	%	#	%
Hispanic/Latino	3	25%	3	75%
Non-Hispanic/Non-Latino	9	75%	1	25%
Disabled/Chronically Homeless				
	#	%	#	%
Total:	0	%	0	0

HOMELESS SUBPOPULATIONS				
	Emergency Shelter		Transitional Housing	
	#	%	#	%
Adults with a Serious Mental Illness	32	28%	14	74%
Adults with a Substance Use Disorder	16	21%	5	26%
Adults with HIV/AIDS	2	0	0	0%
Survivors of Domestic Violence	12	4%	0	0%
Total single adults	62		19	



There has been a significant decrease in the overall number of people in Emergency Shelter and Transitional Housing from the prior year, as the West County winter shelter was not in operation during the 2019 Homeless Count. Therefore, the sheltered homeless subpopulation data shows a decrease in 2019.

Appendix C:

2019 Housing Inventory Chart

Year	Proj. Type	Organization Name	Project Name	Bed Type	Target Pop.	Year-Round Beds	Total Seasonal Beds	PIT Count	Total Beds	Utilization Rate
2019	ES	County of Ventura Human Services Agency	Thomas Fire Motel Vouchers	Voucher beds	SMFHC	20		20	20	100%
2019	ES	Interface Children and Family Services	HEART Human Trafficking (HT) Shelter	Facility-based beds	DV	6	0	6	6	100%
2019	ES	Interface Children and Family Services	Safe Haven Emergency Shelter	Facility-based beds	DV	18		8	18	44%
2019	ES	Kingdom Center	Kingdom Center Emergency Shelter - 1450	Facility-based beds	HC	21		15	21	71%
2019	ES	Lighthouse Women and Children	Safe Harbor Shelter	Facility-based beds	NA	22		22	22	100%
2019	ES	Lutheran Social Services	Conejo Valley Meal and Shelter Program	Facility-based beds	SMFHC	0	36	22	0	
2019	ES	National Health Foundation	Pathways Recuperative Care	Facility-based beds	SMF	12		4	12	33%
2019	ES	Ojai Valley	Family Shelter	Other beds	NA	0	24	24	0	100%
2019	ES	Salvation Army	Salvation Army Emergency Shelter	Facility-based beds	SMF	12	0	12	12	100%
2019	ES	Samaritan Center	PADS Winter Shelter	Other beds	SMF	0	25	25	0	
2019	ES	Temporary Emergency Shelter Navigation Center	Temporary Emergency Shelter Navigation Center	Facility-based beds	SMF	110				
2019	ES	The Coalition for Family Harmony	Emergency Domestic Violence Shelter	Facility-based beds	DV	13		7	13	54%
2019	ES	Ventura County Rescue Mission	Emergency Shelter	Facility-based beds	SM	58		58	58	100%
2019	PSH	Area Housing Authority of the County of Ventura	VASH Vouchers		Veterans	10		10	10	100%
2019	PSH	City of Ventura Housing Authority	HUD Mainstream Voucher Program		SMF	45				
2019	PSH	City of Ventura Housing Authority	HUD Vash Vouchers		Veterans	102		83	102	81%
2019	PSH	City of Ventura Housing Authority	Tenant Based Rental Assistance		CH	17		17	17	100%
2019	PSH	City of Ventura Housing Authority	VASH		Veterans	25		25	25	100%
2019	PSH	City of Ventura Housing Authority	Snapdragon		CH & Veterans	11				
2019	PSH	County of Ventura Human Services Agency	CH Singles		CH	2		2	2	100%
2019	PSH	County of Ventura Human Services Agency	Castillo Del Sol		CH	6		6	6	100%
2019	PSH	County of Ventura Human Services Agency	Homeless Services--Choices		HC	42		42	42	100%
2019	PSH	Many Mansions	Casa de Paz		CH	16		16	16	100%
2019	PSH	Many Mansions	D Street		CH TAY	5		5	5	100%
2019	PSH	Many Mansions	Esseff Village		CH	20		20	20	100%
2019	PSH	Many Mansions	Hillcrest Villas		CH SMF +HC	30		30	30	100%
2019	PSH	Many Mansions	La Rahada Apartments		CH	8		8	8	100%
2019	PSH	Many Mansions	Peppertree Apartments		CH SMF+HC	22		22	22	100%
2019	PSH	Many Mansions	Richmond Terrace		CH	13		13	13	100%
2019	PSH	Many Mansions	Ormond Beach		Veterans/CH	19				
2019	PSH	Oxnard Housing Authority	VASH Vouchers		Veterans	55		47	55	85%
2019	PSH	Project Understanding	E Street		CH	27		27	27	100%
2019	PSH	Project Understanding	Shore at WAV		CH HC + TAY	51		51	51	100%
2019	PSH	Santa Paula Housing Authority	Citricos		CH SMF Senior	5		5	5	100%
2019	PSH	Turning Point Foundation	Stevenson Place		CH	10		10	10	100%
2019	PSH	Turning Point Foundation	Wooley House Permanent Housing		CH	7		7	7	100%
2019	PSH	Turning Point Foundation	Wooley House Permanent II		CH	8		8	8	100%
2019	PSH	Ventura County Behavioral Health Department	Castillo Del Sol		CH	18		18	18	100%
2019	PSH	Ventura County Behavioral Health Department	East County and Oxnard Tenant Based Rental Assistance		CH	22		21	22	95%
2019	PSH	Ventura County Behavioral Health Department	El Patio Hotel		CH	16		16	16	100%
2019	PSH	Ventura County Behavioral Health Department	Harvard Place		CH	12		12	12	100%
2019	PSH	Ventura County Behavioral Health Department	Paseo De Luz		CH HC	24		24	24	100%
2019	PSH	Ventura County Behavioral Health Department	Paseo Santa Clara/Paseo Del Rio		CH HC	15		15	15	100%
2019	PSH	Ventura County Behavioral Health Department	Santa Paula CoC		CH	3		3	3	100%
2019	PSH	Ventura County Behavioral Health Department	Villa Calleguas		CH	23		23	23	100%
2019	RRH	Human Services Agency	HSA CHSP CALWORKS RRH 144		HC	318		318	318	100%
2019	RRH	Human Services Agency	HSA HPRP-BOS RRH 136		SMFHC	129		129	129	100%
2019	RRH	Human Services Agency	HSA OXNARD ESG RRH 14/17 147		SMFHC	40		40	40	100%
2019	RRH	Human Services Agency	HSA RRH FAMILIES		HC	28		28	28	100%
2019	RRH	Lutheran Social Services	Its A New Day LSS Rapid ReHousing Project		SMFHC	39		39	39	100%
2019	RRH	Salvation Army	ESG Rapid Re-Housing		SMFHC	32		32	32	100%
2019	RRH	Salvation Army	SSVF Rental Assistance		Veteran SMFHC	33		33	33	100%
2019	RRH	Salvation Army	CoC Rapid Re-Housing		HC	12				
2019	RRH	Turning Point Foundation	H2H Rapid ReHousing		SMF	25		25	25	100%
2019	SH	Turning Point Foundation	Our Place Shelter		SMF	14		14	14	100%
2019	TH	Human Services Agency	RAIN Transitional Living Center		SMFHC	65		47	65	72%
2019	TH	Interface Children and Family Services	Safe Journey Transitional Shelter		DV	12		8	12	67%
2019	TH	Kingdom Center	Kingdom Center Transition House - 1450		SFHC	11		4	11	36%
2019	TH	Project Understanding	Tender Life		SF	12		12	12	100%
2019	TH	Salvation Army	Salvation Army GPD Veterans Housing		Veterans	5				
2019	TH	The City Center	Transitional Living Program		HC	67		67	67	100%
2019	TH	Turning Point Foundation	River Haven		SMF	20		20	20	100%
2019	TH	Turning Point Foundation	Veterans Transitional Housing		Veterans	10		10	10	100%
						Sum : 1853	Sum : 85	Sum : 1635	1651	99%
Color Not in HMIS Domestic Violence Program New Program in 2019 In HMIS			Population Key SMFHC SMF HC CH DV TAY Single Male/Female + Households w/children Single Male/Female Households (families) with children Chronically Homeless Domestic Violence project Transition Age Youth (18-24)			Project Type ES PSH RRH TH Emergency Shelter Permanent Supportive Housing Rapid Re-Housing Transitional Housing				

