

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
July 18, 2017
Regular Meeting - 6:00 PM
Study Session - 2:00 PM
Closed Session - 3:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. STUDY SESSION (2:00 PM)

City Attorney Department

1. SUBJECT: Marijuana Recommendations and Direction (5/20/30)
RECOMMENDATION: That City Council direct staff to prepare updates to the Oxnard City Code to:

- 1) Allow for deliveries of medical marijuana;
- 2) Incorporate existing medical marijuana restrictions into the zoning code; and
- 3) Prohibit commercial marijuana activities.

Legislative Body: CC Contact: Stephen M. Fischer Phone: 385-7483

C. PUBLIC COMMENTS ON STUDY SESSION

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

D. 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.

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

City of Oxnard internet address: www.oxnard.org.

E. CLOSED SESSION (3:00 PM)

1. Conference with Legal Counsel – Existing Litigation

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

Name of case: In the Matter of: Application of the Puente Power Project, (California Energy Commission Docket No. 15-AFC-01)

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

2. Conference with Legal Counsel – Existing Litigation

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

Name of case: Application of Southern California Edison Company (U338E) for Approval of the Results of Its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area, (California Public Utilities Commission Application 14-11-016)

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

3. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

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

4. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

5. Public Employee Performance Evaluation

CC Title: City Attorney

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

F. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

G. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the 2017 Ventura County Fair Poster.

H. 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.

I. 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.

J. 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.

1. SUBJECT: Consideration of Council Requests for Future Agenda Items (5/10/10)
RECOMMENDATION: That City Council discuss recent Council requests for future agenda items, and provide direction to staff as desired.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

K. 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.

L. 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.

M. INFORMATION CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. Elavon (7948-17-CT) for credit card service (\$70,000).

B. TargetSolutions Learning, LLC. (7935-17-FI) for a Fire Department learning management system (\$50,000).

C. Vista Ford of Oxnard (Purchase Order No. 6393) for the purchase of three one-half ton super cab pickup trucks for Environmental Resources (\$83,697).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

2. SUBJECT: Second Amendment to Agreement for Consulting Services

RECOMMENDATION: That City Council approve and authorize the City Manager to execute a contract amendment to extend the term by one year and increase the contract amount by \$400,000 for a total contract amount of \$625,000 with California Code Check, Inc., (Agreement Number 7221-15-DS) for on-call plan check and inspection services, ending on June 30, 2019.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

3. SUBJECT: Amendment to Rincon Consultants, Inc. Agreement (Agreement Number 7690-16-DS) and Stantec Consulting Services, Inc. (Agreement Number 7729-16-DS)

RECOMMENDATION: That City Council approve and authorize the City Manager to execute an amendment to the agreements with Rincon Consultants (Agreement Number 7690-16-DS) in the amount of \$250,000 for a total not to exceed \$500,000 and Stantec Consulting Services, Inc. (Agreement Number 7729-16-DS) in the amount of \$175,000 for a total not to exceed \$250,000 for on-call permit processing and planning services.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Human Resources Department

4. SUBJECT: Personnel Rules and Regulations

RECOMMENDATION: That City Council adopt a resolution to receive and file new Personnel Rules and Regulations, rescind all previous Personnel Rules and Regulations, and

affirm the City Manager's authority to promulgate and modify personnel rules and regulations except as required by City Code Section 3-2.

Legislative Body: CC

Contact: Steve Naveau

Phone: 385-7947

Public Works Department

5. SUBJECT: Approval of Plans & Specifications for Vineyard Avenue Resurfacing, Authorization to Solicit Bids

RECOMMENDATION: That City Council approves project plans, specifications, and working details, and authorizes staff to solicit bids for the Vineyard Avenue Street Resurfacing Project No. PW16-12.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

6. SUBJECT: Ventura County Work Release Agreement No. A-7974

RECOMMENDATION: That City Council approve and authorize the Mayor to execute an agreement with Ventura County in the amount not to exceed \$180,000 per year for a total of \$540,000 for landscaping services at College Park, RiverPark, City alleys and for other City projects.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

7. SUBJECT: Response to Grand Jury Report Titled "Water Considerations for Cities"

RECOMMENDATION: That the City Council approve, authorize the City Manager to execute, and authorize the City Manager or his designee to submit to the presiding judge of the superior court the City of Oxnard's response to the Ventura County Grand Jury's report titled "Water Considerations for Cities," dated May 8, 2017, in the form included as Attachment C.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

8. SUBJECT: Approve Plans and Specifications for Pump Repair and Well Maintenance for Wells 29 and 34 PW 17-38

RECOMMENDATION: That City Council approves project plans, specifications and working details and authorize staff to solicit bids for the Pump Repair and Well Maintenance for Well Nos 29 and 34 Project (PW 17-38).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

9. SUBJECT: First Amendment to Agreement No. 7401-16-PW and Task Order No. 6 with TranSystems Corporation for On-Call, As-Needed Marine Engineering Consulting Services

RECOMMENDATION: That the City Council:

1. Approves and authorizes the City Manager to execute the First Amendment and Task Order No. 6 to Agreement No. 7401-16-PW with TranSystems Corporation in the amount of \$137,600 for a total not to exceed \$1,067,100 for the On-Call, As-Needed Marine Engineering Consulting Services.

2. Approves an appropriation in the amount of \$137,000 from the Waterways Assessment District Fund Balance, Account Number 121-3108-803.82-09.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

10. SUBJECT: Agreement for Trade Services with Professional Security Consultants (PSC) to Provide Security Services at the Del Norte Regional Recycling and Transfer Station (MRF) (Agreement No. A-7895)

RECOMMENDATION: That the City Council approves and authorizes the Mayor to execute a three-year agreement with Professional Security Consultants (PSC) in an amount not to exceed \$450,000 to provide security services at the MRF (Agreement No. A-7895).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

11. SUBJECT: Approval of Plans & Specifications for B St. Improvements, Authorization to Solicit Bids

RECOMMENDATION: That City Council approves project plans, specifications, and working details, and authorizes staff to solicit bids for the B Street Improvements No. PW17-37.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

12. SUBJECT: Adoption of Ordinance No. 2921

RECOMMENDATION: That City Council waive the second reading and adopt Ordinance No. 2921, establishing fees and charges for the use of and for services relating to City water services.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

N. REPORTS

Police Department

1. SUBJECT: Response to Grand Jury Report Titled "Oxnard Red Light Cameras." (10/10/10)

RECOMMENDATION: That City Council authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury report titled "Oxnard Red Light Cameras" dated May 25, 2017, in the form included as Attachment A.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

City Treasurer Department

2. SUBJECT: Credit Card Merchant Interchange Fees (10/15/15)

RECOMMENDATION: That City Council provide direction on whether to continue absorbing the "merchant interchange fee" costs within the city's operating budget, or to pass on that fee to our clients as a convenience fee for using credit or debit cards.

Legislative Body: CC

Contact: Phillip S. Molina

Phone: 385-7808

City Manager Department

3. SUBJECT: Administrative Waivers of City Penalties (10/10/10)

RECOMMENDATION: That the City Council adopt a resolution providing administrative authority to grant one-time waivers of penalty fees.

Legislative Body: CC

Contact: Jesus Nava

Phone: 385-7497

Public Works Department4. SUBJECT: Street Maintenance Program Update (10/20/20)RECOMMENDATION: That City Council receive the Street Maintenance Program Update.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

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

P. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: July 18, 2017

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to read "S. Fischer".

SUBJECT: Marijuana Recommendations and Direction (5/20/30)

CONTACT: Stephen Fischer, City Attorney
Stephen.Fischer@oxnard.org, 385-7483

RECOMMENDATION:

That City Council direct staff to prepare updates to the Oxnard City Code to:

- 1) Allow for deliveries of medical marijuana;
- 2) Incorporate existing medical marijuana restrictions into the zoning code; and
- 3) Prohibit commercial marijuana activities.

BACKGROUND

On November 8, 2016, California voters passed the Control, Regulate, and Tax Adult Use of Marijuana Act ("AUMA") as Proposition 64. AUMA legalized the nonmedical use of marijuana by persons 21 years of age and over, the personal cultivation of up to six marijuana plants per household, and certain commercial marijuana businesses.

All commercial marijuana businesses must have a state license in order to operate, but AUMA does not limit the City's authority to adopt and enforce local ordinances regulating or prohibiting state-licensed marijuana businesses. It is anticipated that the state will begin issuing licenses by January 1, 2018. If the City wishes to regulate or ban commercial marijuana businesses before they may legally operate within the City, the regulations or ban will need to take effect prior to that date. On June 27, the Governor signed SB 94 which created a new single regulatory system for both medical and commercial marijuana activities. These regulations will be developed in the coming months. Under the newly enacted program the burden will be on the City to provide the state licensing authority with its local ordinances and regulations related to marijuana. The

state will look to these submittals to determine if any state licenses should be issued in the City. A list of the potential license types, now applicable to both medical and commercial activities, is attached as Attachment A.

Under the City's existing marijuana regulations, medical dispensaries are banned and outdoor cultivation/deliveries of commercial and medical marijuana are also prohibited. Existing City regulations also prohibit the issuance of licenses for commercial activities. However, it is recommended that the current prohibition on commercial and medical marijuana activities be made explicit within the City's zoning code. Below is a summary of the City's current regulations:

- No medical marijuana dispensaries or businesses are permitted (OCC 7-281)
- No outdoor cultivation of marijuana (medical or recreational) is permitted; indoor cultivation of 6 plants in accordance with AUMA is allowed (OCC 7-282)
- No deliveries of marijuana (medical or recreational) are permitted (OCC 7-283)
- No license or permit shall be issued for the sale, supply or provision of marijuana in the City (2007 uncodified ordinance).

On April 4, the City Council held a study session to discuss regulatory options after the passage of AUMA. While there was no consensus reached on marijuana issues, there did not appear to be Council support for allowing of commercial activities, and a majority spoke in favor of taking a "go slow" approach to marijuana regulation. Consistent with this direction, staff is presenting three recommendations:

1. Revise existing regulations to allow for delivery of medical marijuana. Consistent with a cautious approach, this change would potentially allow city residents with a medical need greater access to marijuana if they are not able to either grow marijuana for personal use under existing rules or visit a dispensary in a neighboring jurisdiction (such as Ojai or Port Hueneme). It is recommended that deliveries be limited to medical marijuana only and delivery businesses would be subject to existing city rules, such as obtaining a tax certificate. This proposed change would solely allow for deliveries into the City; not for a delivery business to be physically based within City limits. This would not involve a land use change and a revision to City Code could be brought back for City Council approval this fall.

2. Incorporate existing medical marijuana restrictions into the zoning code. While medical marijuana businesses and dispensaries are currently banned, it is recommended that these restrictions are incorporated into the City zoning code. This is not a change to existing City regulations or policy.

3. Enact a zone text amendment explicitly banning commercial activities. No City Council members have expressed clear support for particular commercial marijuana activities. This position is consistent with existing City regulations which do not allow for issuance of licenses or permits for marijuana activities. In order to ensure no loss of local control, the ban on

commercial activities should be made explicit in the City zoning code.

This recommendation is consistent with the City Council's go slow approach which was discussed in April. With this approach, the City will be able to examine and study the experiences of neighboring jurisdictions and other agencies throughout the state and observe how the federal government reacts to state marijuana activities, particularly recreational ones. This "go slow" approach will allow the City to be in a stronger position to explore future options and draft regulations based on evidence and data. Additionally, the regulatory landscape should be clearer in the future. As mentioned, a new regulatory system took effect June 27, 2017 and there are currently over 30 bills under consideration contemplating further changes to state law regarding marijuana. The proposed ordinance related to recommendations 2 and 3 would be prepared for review by the City's Planning Commission and would return to the City Council by early November for adoption prior to the January 1 state deadline.

As was discussed at the prior study session, marijuana in California is an issue of great regulatory complexity. These recommendations are not indicative of a staff position in support of permanent policy decisions. Staff will continue to monitor activities at the County, State and Federal level in the coming months and return in the New Year to re-examine the issues of medical and commercial marijuana activities with the City Council.

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.

FINANCIAL IMPACT

The recommended actions will potentially affect state grants. Under Proposition 64, the Board of State and Community Corrections may make grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with AUMA. However, local agencies are only eligible to receive these state grant funds if they allow outdoor personal cultivation of marijuana and retail sales. At this point in time the amount of potential grant money is unclear; the amount of revenue the state will collect is unknown and local grants are last in the distribution of state marijuana tax revenues.

ATTACHMENTS:

Attachment A - License Classifications

Marijuana Recommendations and Direction (5/20/30)

July 18, 2017

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Attachment B - Regulations of other local agencies

Categories of Marijuana Businesses

The Medical Cannabis Regulation and Safety Act of 2015 (“MCRSA”) created six categories of licenses: cultivation, manufacturing, testing, dispensary, distribution, and transportation. The Adult Use of Marijuana Act of 2016 (“AUMA”) also created a licensing scheme for the operation of commercial marijuana activities. On June 27, 2017, SB 94 repealed MCRSA, including some MCRSA provisions within AUMA, and created an entirely new comprehensive regulatory program, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA). Under MAUCRSA, an applicant for a state marijuana license may not be in violation of a local ordinance, but the burden is on the City to provide the state with its local ordinances and regulations related to marijuana.

The license types authorized under MAUCRSA are as follows:

Cultivation: Cultivation both indoors and outdoors with the type of license issued based on the location (indoor/outdoor) and size.

Type 1 – Cultivation; Specialty outdoor; Small.

Type 1A – Cultivation; Specialty indoor; Small

Type 1B – Cultivation; Specialty mixed-light; Small

Type 1C – Cultivation; Specialty cottage; Small

Type 2 – Cultivation; Outdoor; Small

Type 2A – Cultivation; Indoor; Small

Type 2B – Cultivation; Mixed-light; Small

Type 3 – Cultivation; Outdoor; Medium

Type 3A – Cultivation; Indoor; Medium

Type 3B – Cultivation; Mixed-light; Medium

Type 4 – Cultivation; Nursery

Type 5 – Cultivation; Outdoor; Large*

Type 5A – Cultivation; Indoor; Large*

Type 5B – Cultivation; Mixed-light; Large*

* The state will not issue licenses for large scale cultivation until January 1, 2023.

Manufacturing: The state will issue two types of licenses for commercial manufacturing: one for manufacturing using volatile solvents, and one for non-volatile solvents.

Type 6 – Manufacturer Level 1 - non-volatile

Type 7 – Manufacturer Level 2 - volatile

Testing: A business holding a testing license is not eligible to hold any other license and will provide third party inspection and certification of marijuana products.

Type 8 – Testing Laboratory

Dispensary & Retail Sales: This license holder may operate a storefront or other retail location open to the public.

Type 10 – Retailer

Distribution: A license holder may transport and warehouse marijuana products.

Type 11 – Distributor

Microbusinesses: This license holder may cultivate up to 10,000 square feet and also act as distributor, manufacturer, and retailer at a single site.

Type 12 – Microbusiness

Attachment B

Regulatory status of other local agencies after passage of Proposition 64:

- Camarillo - Moratorium on commercial activities and outdoor cultivation.
- Fillmore - No commercial activities and indoor growing permit required.
- Ojai - No commercial activities, provision for three permitted medical dispensaries.
- Port Hueneme – In the process of drafting regulations to allow medical marijuana dispensaries, manufacturing, cultivation and delivery.
- Santa Barbara (City) – Currently allow for a maximum of three medical marijuana storefronts.
- Santa Paula - No commercial activities.
- Simi Valley - No commercial activities.
- Thousand Oaks – On 6/27 staff was directed to prepare code amendments allowing one medical marijuana dispensary and a marijuana testing facility in the city.
- Ventura (City) - Moratorium on commercial activities and outdoor cultivation.
- Ventura (County) - No commercial activities and the County has adopted a “go slow” approach regarding regulations allowing access to medical marijuana. In March of this year the Board of Supervisors was unable to reach a consensus on preliminary proposed regulations allowing limited cultivation and medical dispensary activities.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: July 18, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Consideration of Council Requests for Future Agenda Items (5/10/10)

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

RECOMMENDATION:

That City Council discuss recent Council requests for future agenda items, and provide direction to staff as desired.

BACKGROUND

At the July 11, 2017 meeting during City Council Comments, various Councilmembers made the following requests for future agenda items:

- Support Citizens for Responsible Oil and Gas (“CFROG”) and Food and Water Watch’s appeal of the Cabrillo Oil Field expansion (Madrigal, Perello, Ramirez)

According to the City Council Procedures Manual (adopted May 10, 2016), “staff will present (using a template staff report) for Council consideration whether or not to spend additional staff resources on agendizing an item for future Council discussion. When the item is called at the Council meeting, the Council Member who made the request will describe the item. The Council discussion will be limited to determining whether staff time and City resources should be spent researching the particular agenda item and whether to direct staff to conduct further analysis on the item.”

Following discussion, the Council may choose to direct staff to agendize the item for a future Council meeting, refer the matter to a committee (such as one of the Council task forces or a Citizen Advisory Group) for recommendation, ask staff to prepare an information memo, drop

Future Agenda Items
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the matter, or take some other action. The Procedures Manual states: “Upon concurrence of a majority of the Council that the item should be researched and agendaized, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.”

FINANCIAL IMPACT

The fiscal impact of placing this item on a future agenda for Council discussion includes the cost of staff time, and depending on the outcome of that discussion, may have General Fund impact, which would be determined at that time.

ATTACHMENTS:

Attachment A: 2017.07.18 CFROG attachment

MEMO



July 13, 2017

TO: Honorable Mayor and Members of the City Council

FROM: Kenneth Rozell, Assistant City Attorney *142*

SUBJECT: Request from CFROG for City Council Support of Appeal of Ventura County Oil and Gas Project (Case No. PL 14-0103)

At the June 27, 2017 and July 11, 2017 City Council meetings, Citizens for Responsible Oil and Gas (CFROG) gave presentations during the public comment portion of the agenda regarding CFROG's opposition to the proposed expansion of an existing oil and gas facility, which is located at 3214 Etting Road in unincorporated Ventura County approximately 1566 feet from the City of Oxnard's corporate boundaries (the "Project").¹ The CFROG representatives requested that the City Council adopt a resolution in support of CFROG's appeal of the Ventura County Planning Director's approval of the Project.

As background, the Ventura County Planning Director held a hearing on February 23, 2017 regarding the Project. As indicated in a PowerPoint presentation from that hearing,² the proposed modification of the conditional use permit for the Project would allow (among other things) four new oil and gas wells on the site, an increase in truck trips from four to 20 one-way trips per day, and trucking on a 24/7 schedule. In the Planning Director's approval of the Project, the director imposed additional conditions, including a condition that the truck trips from the Project travel east from the site (i.e., away from the City's corporate boundaries) to help avoid impacts on the residential uses in the City along Dodge Road.

CFROG subsequently filed an appeal of the Planning Director's decision. The Ventura County Planning Commission is currently scheduled to hear the appeal during the City Council's recess in August.

¹ CFROG provided a four-page handout to the City Council at the June 27, 2017 meeting. This is attached as Exhibit A.

² The PowerPoint is attached as Exhibit B.

Honorable Mayor and Members of the City Council
July 13, 2017
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If, after consideration of this matter, the City Council wishes to oppose the approval of this Project, staff recommends that the City Council authorize staff to send a letter to the Ventura County Planning Commission commenting on the Project. While staff would generally bring this item back for further consideration prior to seeking City Council direction, this expedited consideration is the preferred approach given that there is only one additional City Council meeting before the City Council's August recess (the July 25, 2017 meeting) and the need for City staff to fully review this matter.



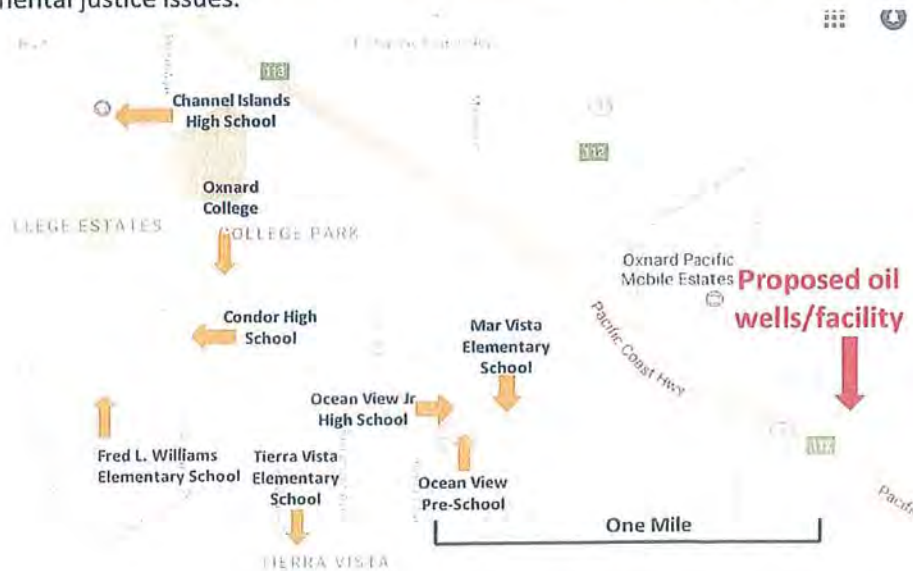
June 27, 2017

Oxnard City Council
Oxnard City Hall
305 W. 3rd Street
Oxnard, CA 93030

Re: **Request for future agenda item to consider resolution in support of appeal of Ventura County oil and gas project LU14-0103**

Dear Mayor Flynn and Council members,

I am here to ask you to add a future agenda item to consider a resolution in support of an oil and gas project appeal filed by CFROG and Food & Water Watch (FWW). We filed the appeal to demand that Ventura County fully comply with state laws, such as the California Environmental Quality Act (CEQA) and conduct proper impact assessments – including examining environmental justice issues.



PO Box 114 • Ojai, CA 93024 • 805-727-1393 • ed@cfrog.org • www.cfrog.org

CFROG is a 501(c)(3) tax-exempt organization

EXHIBIT A

June 27, 2017

CFROG request to Oxnard City Council

Agenda item for resolution in support of RenPet Appeal

Page 2 of 2

In April of this year, Ventura County Planning Director, Kim Prillhart approved a project that adds four new oil and gas wells to a pad that currently has one active well.

- The project increases oil tanker truck trips, and allows those trucks to move oil and oil field waste 365 days a year, 24 hours a day.
- Impacts to nearby residents, farmworkers and school children were not considered.
- Oil tanker trucks share routes with school buses from Ocean View School District.
- The pad has a permit from Air Pollution Control District for an "emergency" flare – meaning the flare can only be used intermittently to burn off excessive gas when present. Residents and our volunteers have witnessed the flare seemingly burning every day, 24 hours a day.
- The project creates a "hub" for the Cabrillo Oil Field – currently 35 additional wells are approved for the field. Potential impacts from those wells, involving this facility were not considered.
- The project is 500 feet from a mobile home park that already scores high on CalEnviroScreen – an environmental justice "rating" tool. This community is already heavily burdened by pollution and other factors.
- The project as approved, following CFROG's initial comments, includes a revised truck route that avoids Dodge Road, but the county did not assess potential negative impacts from the increase in trucks and extension of hours/days on the surrounding community, school children, or farm workers.

Communities where industrial (including agricultural) pollution exists and is allowed to continue are called sacrifice zones. The land use status quo is to continue to allow pollution to occur in these places – because it doesn't matter – there is already pollution there. This has to stop now. The residents of Oxnard deserve their health and safety to be the top priority – not county tax rolls and corporate profit. In fact, we know, a healthy local economy depends on healthy communities and science tells us that when people who are already heavily burdened by exposure to pollution, are exposed to even small amounts of additional pollutants, they are more susceptible to negative impacts. That is what environmental justice policies and laws strive to remedy.

CFROG monitors oil and gas project permitting throughout Ventura County and with FWW has filed this appeal of the Renaissance petroleum project because we must change the status quo.

We are waiting for the county to set our appeal hearing before the Planning Commission. As part of our preparation for that hearing we are seeking the support of the City of Oxnard – and in that effort ask that consideration of a resolution in support of our appeal be added to a future City Council meeting agenda.

Sincerely,



Kimberly Rivers
Executive Director

Keep Our Air Clean!

No More Air Pollution from Oil & Gas Wells!



- Four new oil and gas wells have been approved without full study of potential impacts to public health, air, water and soil.
- Community already burdened with chemicals, pesticides and air pollution.
- New oil field "hub" to separate oil, water & gas for 35 approved wells in Cabrillo Field – All those trucks are NOT being considered in this project review.
- Citizens For Responsible Oil and Gas (CFROG) and Food & Water Watch (FWW) are fighting the approval of this project because without a full study public health, air, water and soil are put at risk.



www.CFROG.org
ed@cfrog.org

www.fwwatch.org
trebecchi@fwwatch.org

© 2011

¡Mantenga nuestro aire limpio!

¡No más polución por los pozos de gas y petróleo!



- Se han aprobado cuatro nuevos pozos de gas y de petróleo sin estudiar por completo los impactos a la salud pública, al aire, al agua ni al suelo.
- La comunidad está cargada ya con químicos, pesticidas y polución del aire.
- Nuevo centro para separar el petróleo, agua y gas para 35 pozos aprobados en Cabrillo Field – no se ha considerado los camiones en la revisión del proyecto.
- Los grupos Citizens For Responsible Oil and Gas (CFROG) y Food & Water Watch (FWW) están peleando en contra de la aprobación de este proyecto porque sin un estudio completo se arriesga la salud pública, el aire, el agua y el suelo.



www.CFROG.org
ed@cfrog.org

www.fwwatch.org
trebecchi@fwwatch.org

**Planning Director Hearing
February 23, 2017**

for

**Renaissance Petroleum, LLC
Oil and Gas Facility
Case No.PL14-0103**

EXHIBIT B



**Ventura County Planning Division
Monica Hood, Case Planner**

Regional Location of Project Site



Ventura County, California
Resource Management Agency
GIS Development & Mapping Services
Map created on 01-23-2017



County of Ventura
Planning Director Hearing
PL14-0103
Location Map



0 10 20 Miles
0 10 20 Kilometers



Project Site



County of Ventura

Resolution February 13, 2017



Streets
1:6000



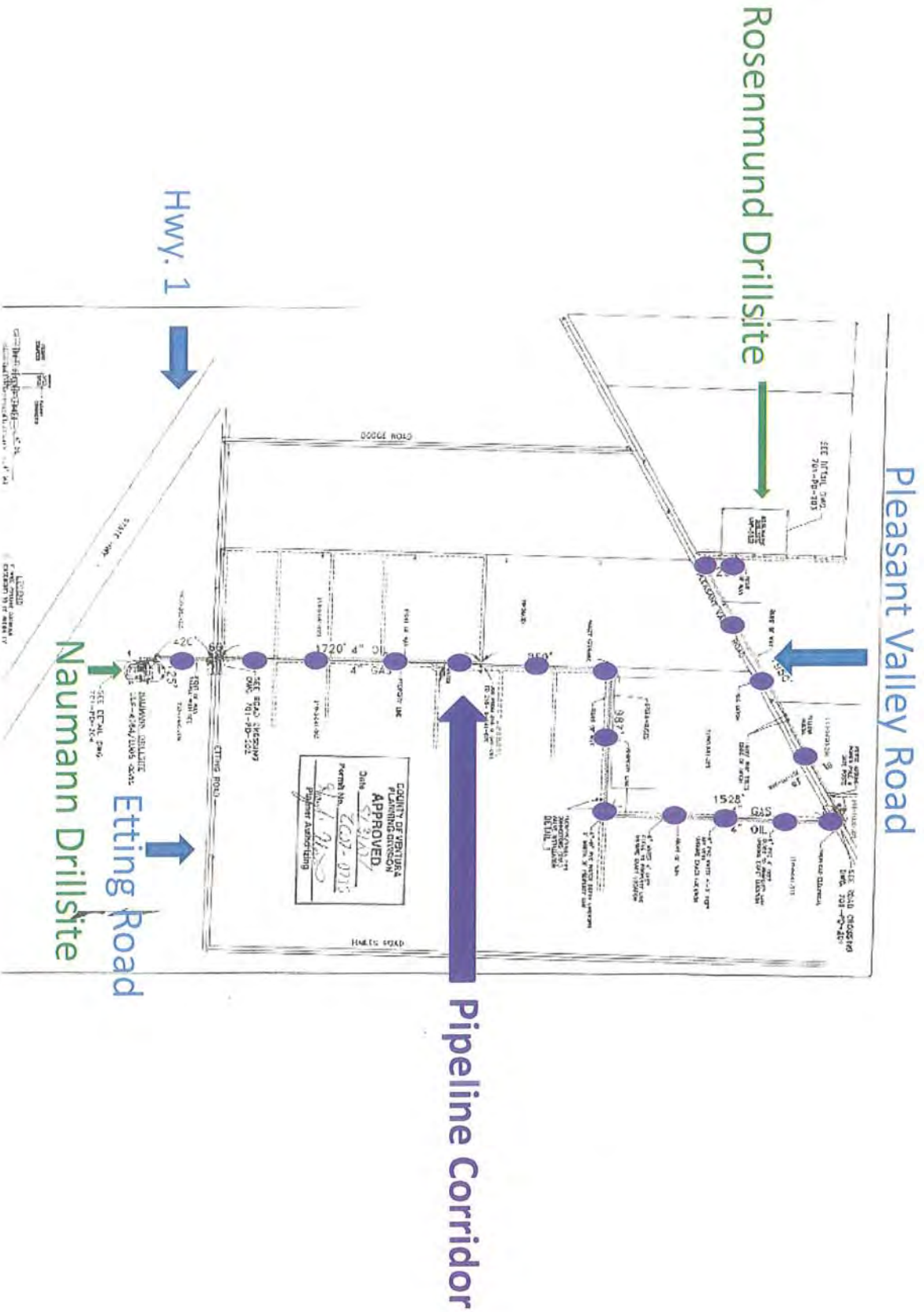
Zone Designation

Assessor Parcel Number

NOTES: 1. This map was prepared by the County of Ventura, California, and is not a warranty, representation, or endorsement of any product or service. 2. The County of Ventura is not responsible for any errors or omissions in this map. 3. The County of Ventura is not responsible for any damages or losses resulting from the use of this map. 4. The County of Ventura is not responsible for any damages or losses resulting from the use of this map.



Existing Gathering Pipelines

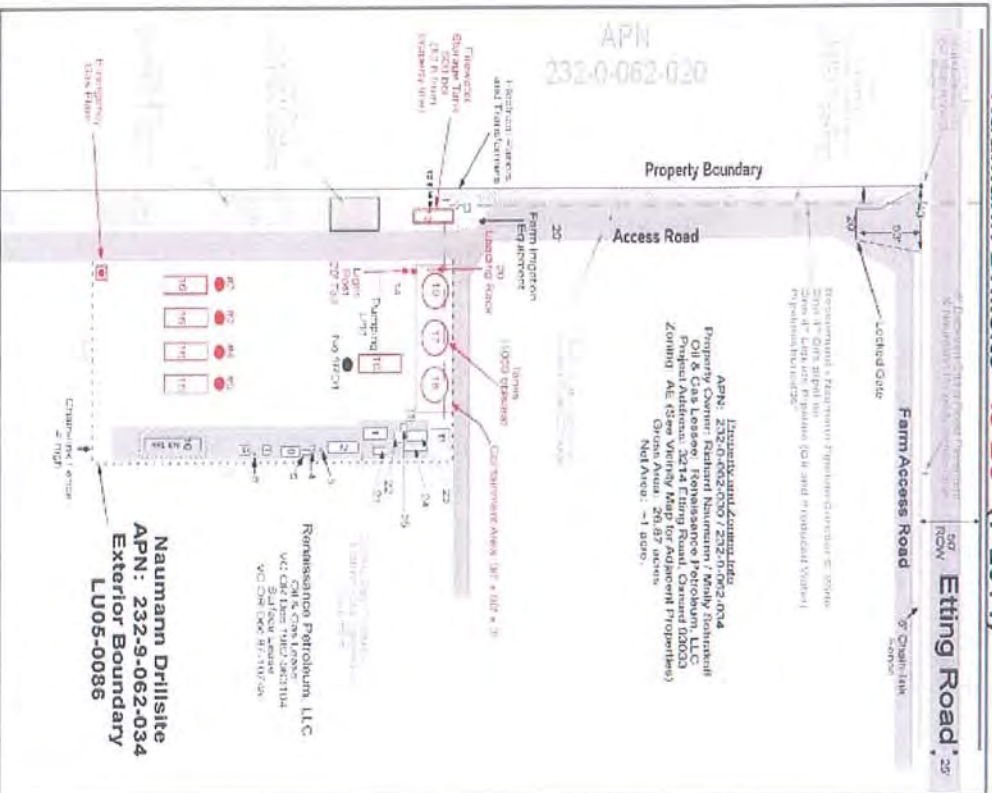


Project Description

- Expansion and continued operation of an existing oil and gas facility:
 - Four new oil and gas wells
 - Separation of gas and produced fluids
 - Injection of produced water for disposal
 - Injection of natural gas for reservoir pressure maintenance
 - Utilization of natural gas for lifting liquids
 - Increase in truck trips from 4 to 20 one-way trips per day
 - Trucking on 24/7 schedule
 - Modifications/replacement of ancillary equipment
 - Continued use of existing graded pad
 - 30-year permit term

Proposed Site Plan

LU05-0086 Site Plan Naumann Drillsite "To-Be" (7-2014)



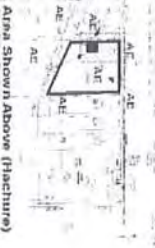
Naumann Drillsite:
(APN: 232-9-062-034)
(~ 1 ac)

APN: 232-0-062-030 (28.87 ac)

Engineer: WMT 7-2014

Renaissance Petroleum, LLC
Ventura County, CA
CUP LU05-0086
Naumann Drillsite
Site Plan "To-Be" 7-2014
rev. 1-2017

Vicinity Map



Prepared By:
Renaissance Petroleum, LLC
PO Box 20456
Bakersfield, CA 93390
861-324-9901

Environmental Review

- **December 19, 1986** – MND adopted by Planning Director. CUP 4384 granted to authorize one exploratory oil well and associated facilities.
- **May 21, 2007** - Planning Director granted CUP No. LU05-0086 to authorize the drilling of one additional well and installation of two pipelines. Project categorically exempt from CEQA.
- **CEQA Guidelines § 15164(b)]** - Addendum to adopted MND prepared.

Staff's Recommended Actions

1. **CERTIFY** that the Director has reviewed and considered this staff report and all exhibits thereto, including the proposed MND Addendum (Exhibit 4a), and has considered all comments received during the public comment process;
2. **FIND** that none of the conditions described in Section 15162 of the CEQA Guidelines calling for the preparation of a subsequent MND have occurred;
3. **APPROVE** the MND Addendum (Exhibit 4a) as satisfying the environmental review requirements of CEQA;
4. **MAKE** the required findings to grant a modified CUP pursuant to Section 81111-1.2.1.1 of the Ventura County NCZO, based on the substantial evidence presented in Section E of this staff report and the entire record;
5. **GRANT** modified CUP PL14-0103, subject to the conditions of approval (Exhibit 5).
6. **SPECIFY** that the Clerk of the Planning Division is the custodian, and 800 S. Victoria Avenue, Ventura, CA 93009 is the location, of the documents and materials that constitute the record of proceedings upon which this decision is based.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: July 18, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

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

SUBJECT: Agreements for City Council Review

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

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. Elavon (7948-17-CT) for credit card service (\$70,000).
- B. TargetSolutions Learning, LLC. (7935-17-FI) for a Fire Department learning management system (\$50,000).
- C. Vista Ford of Oxnard (Purchase Order No. 6393) for the purchase of three one-half ton super cab pickup trucks for Environmental Resources (\$83,697).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

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

Agreements for City Council Review

July 18, 2017

Page 2

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

ATTACHMENTS:

Attachment A: City Manager Contract List for July 18, 2017

City Manager Contract List for 07/18/2017

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

A Merchant Services

Vendor: Elavon
Type: Original Agreement
Agreement No.: 7948-17-CT
Amendment No.: N/A
Purchase Order No.:
Begin Date: 07/18/2017
End Date: 07/18/2020
Term: 3 years

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$70,000
 \$23,334
 \$70,000
 General Fund 101 and Enterprise Fund 725
 Request for Proposals (RFP)
 4
 Phillip S. Molina
 City Treasurer
 385-7808
 phillip.molina@oxnard.org

Purpose:

Staff is requesting authorization to enter into an Agreement with Elavon (7948-17-CT) in the amount of \$70,000 for credit card services to customers of the City when using Visa, MasterCard or other type of credit cards accepted per City policies. Payments accepted are for utilities, permits, licenses, etc. received during face-to-face transactions, via the internet and over the phone.

The decision was made to go with Elavon based on the competitive bidding for general banking services. The proposals were submitted based on the RFP. Four banks applied; three were finalist; and Bank of America was chosen for banking services and Elavon was chosen for merchant services.

B Purchase Three (3) One-Half (1/2) Ton Super Cab Pickup Trucks for Environmental Resources

Vendor: Vista Ford of Oxnard
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6393
Begin Date:
End Date:
Term:

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$83,697
 \$83,697
 \$83,697
 Environmental Resources Enterprise Funds
 Request for Bids (RFB)
 4
 Joseph Rodriguez
 Public Works Department/Fleet Services Division
 385-8011
 Joseph.Rodriguez@oxnard.org

Purpose:

Staff is requesting authorization to purchase three (3) one-half (1/2) ton pickup trucks for Environmental Resources. These trucks will be fitted with utility trailers to remove and haul away trash debris identified in alleyways. These trucks can also be utilized to respond to customer service requests for route checking, container maintenance, illegal dumping, residential container exchanges, and special material pickups.

Pursuant to the City's purchasing policies, bids were solicited under Bid No. PW17-26 and four bids were received. The lowest bidder, Courtesy Chevrolet Center, did not comply with a bid specification, so staff recommends bid award to Vista Ford of Oxnard who submitted the next lowest bid.

City Manager Contract List for 07/18/2017

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

B Learning Management System

Vendor:	TargetSolutions Learning, LLC	Amount to be Approved:	\$50,000
Type:	Original Agreement	Current FY Amount:	\$9,280
Agreement No.:	7935-17-FI	Total Contract Amount:	\$50,000
Amendment No.:	N/A	Funding Source:	101 - General Fund
Purchase Order No.:		Vendor Selection Process:	Informal Bids
Begin Date:	07/01/2017	# of Bids/Proposals/Quotes:	3
End Date:	06/30/2022	Project Manager:	Karsten Guthrie
Term:	5 years	Department:	Fire Department
		Telephone:	x7708
		Email:	karsten.guthrie@oxnard.org

Purpose:

Staff is requesting authorization to enter into an Agreement with TargetSolutions Learning, LLC (7935-17-FI) to provide a learning management system that will allow for the Fire Department to track certifications, provide online training, and manage the training division. The Fire Department has mandated trainings and certifications that are currently tracked manually, the solution provided by TargetSolutions will host all information online creating more efficient and paperless management of personnel training files. The system also offers online training modules that will allow Fire personnel to train from the fire stations, reducing the hours out of service for mandatory training. Three bids were obtained. TargetSolutions provided the lowest bid, and is therefore the preferred vendor.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Second Amendment to Agreement for Consulting Services

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute a contract amendment to extend the term by one year and increase the contract amount by \$400,000 for a total contract amount of \$625,000 with California Code Check, Inc., (Agreement Number 7221-15-DS) for on-call plan check and inspection services, ending on June 30, 2019.

BACKGROUND

The existing agreement with California Code Check, Inc. (Code Check) and the First Amendment to the contract, are near the limit of the total contract amount of \$225,000. The contract is currently set to expire on June 30, 2018. The initial contract was initiated after Code Check was selected at the conclusion of an RFP process held July 21, 2015.

The Building and Engineering Division continues to experience a significant number plan check submittals, with many projects having very aggressive processing timelines. In order to meet our project timelines with our existing staffing levels, the Building and Engineering Division has utilized Code Check to assist with the review of select projects on an as-needed basis. The use of plan check consulting services has provided a strategic option to manage a high plan check workload. The Building and Engineering Division has found the need to utilize on-call plan check services more than initially anticipated at the beginning of this contract, due in part to

Second Amendment to Agreement for Consulting Services

July 18, 2017

Page 2

large projects such as the Wagon Wheel development and the RiverPark development that have negotiated priority plan check processing timelines with the City. California Code Check also has the ability to provide on-call inspection services to provide a backup option should we have an emergency need to supplement our Inspection services.

STRATEGIC PRIORITIES

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.

Goal 3. Enhance business retention and attraction.

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

FINANCIAL IMPACT

With this amendment and its associated time extension, the total cost of the agreement is not to exceed \$625,000 over a four year period. There is sufficient funding in FY2017-18 General Fund Building and Engineering Division consulting contract to cover the annual cost of agreement. The cost is fully offset by Plan Check Fee revenue and developer deposits.

ATTACHMENT

Attachment A - Second Amendment to Agreement for Consulting Services #7221-15-DS

ATTACHMENTS:

Attachment A. Second Amendment

Agreement No. 7221-15-DS

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and California Code Check, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on July 30, 2015, by City and Consultant. The Agreement previously has been amended on October 1, 2015, by a First Amendment.

City and Consultant agree as follows:

1. In Section 12, Term of Agreement, the date "June 30, 2018" is replaced by the date "June 30, 2019".
2. In subsection a of Section 14 of the Agreement, the figure "225,000" is deleted and replaced by the figure "625,000".
3. Section 36 of the Agreement is deleted in its entirety and replaced with the following:

"Counterparts

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

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

[Signatures on next page]

Agreement No. 7221-15-DS

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor Date

Tom Harris, President Date

ATTEST:

Bryan Spain, Vice President Date

Michelle Ascencion, City Clerk Date

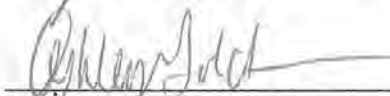
APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:



Jeff Pengilley, Project Manager Date 7/6/17



Ashley Golden, Development Services Director Date 7/6/17

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT
REMOVE THIS BOX



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Amendment to Rincon Consultants, Inc. Agreement (Agreement Number 7690-16-DS) and Stantec Consulting Services, Inc. (Agreement Number 7729-16-DS)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

That City Council approve and authorize the City Manager to execute an amendment to the agreements with Rincon Consultants (Agreement Number 7690-16-DS) in the amount of \$250,000 for a total not to exceed \$500,000 and Stantec Consulting Services, Inc. (Agreement Number 7729-16-DS) in the amount of \$175,000 for a total not to exceed \$250,000 for on-call permit processing and planning services.

BACKGROUND

On February 7, 2017, the City Council approved two contracts for on-call permit processing and planning services with Rincon Consultants, Inc. (Rincon) and Stantec Consulting Services, Inc. (Stantec). The current agreement with Rincon is for a two year five-month period and not to exceed amount of \$250,000. The current agreement with Stantec is also for a two year five-month period and not to exceed amount of \$75,000.

The Planning Division continues to experience a significant number of development planning permits, with many permits having very aggressive processing timelines and complex planning issues. Complex projects continue to require significant staff time. Examples of these projects include discretionary residential housing projects whereby analysis of state law and City

Amendment to Agreement for Consulting Services

July 18, 2017

Page 2

programs is required; Short Term Vacation Rentals; the Local Coastal Plan Update; Housing Element; annexation proposals; City Code updates; environmental document preparation, and work associated with the Puente Power Plant, to name a few. Additionally, recently, the Housing Department expressed an interest in utilizing the Planning Division's on call planning contract for the preparation of environmental documents needed to ensure compliance with State and Federal environmental laws and reporting. This work was covered in the RFQ and included in current contracts.

As of July 1st, Rincon Contract staff was working on current and long range planning projects totaling approximately \$175,000. This means that \$75,000 remains in Rincon's \$250,000 contract for work to be performed over the next two-years. As of July 1st Stantec Contract staff were working on current and long range planning projects totaling approximately \$60,000. This means that \$15,000 remains in Stantec's \$75,000 contract for work to be performed over the next two years.

Based upon development projects which are anticipated to be submitted over the next year, special projects and requests from other city departments to use the on call planning contract, as well as strategic priorities identified in the Fiscal Year (FY) 2017-2018 budget, staff recommends that Rincon's contract maximum be increased to \$500,000 and Stantec's contract maximum be increased to \$250,000.

STRATEGIC PRIORITIES

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.

Goal 3. Enhance business retention and attraction.

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

Amendment to Agreement for Consulting Services

July 18, 2017

Page 3

FINANCIAL IMPACT

The cost of the two agreements will be funded by a combination of the General Fund, developer deposits, General Fund Maintenance fee, and other departments when services are requested. The FY17-18 Adopted Budget included General Fund Planning Professional Contract Operating budget of \$217,688 to cover part of the on-call permit and planning services. Additionally, General Fund Maintenance Fees were appropriated to the Local Coastal Plan Update (Project 14IN01) and Housing Element (Project 14IN03) to cover costs of these services, some of which are provided by Rincon and Stantec staff. Based on services rendered, expenses will be charged to corresponding operating budget or related projects' to cover the costs. Expenses will also be charged to various other funded projects or deposit accounts, with no impact to the general fund.

Over the past year, Rincon has assisted with work associated with the Puente Power Plant, SOAR extension, Housing Element update, Local Coastal Plan Update, and a Housing Related Parks grant. These projects are primarily funded through the General Fund and General Fund Maintenance fee, and in some instances, reimbursable via other City departments. Contract planning staff was also utilized to work on development projects which are funded through developer deposits, such as Wagon Wheel/Oxnard Village.

ATTACHMENTS:

Attachment A. First Amendment Rincon 7.6.17

Attachment B. First Amendment Stantec 7.6.17

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment (“First Amendment”) to the Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation (“City”), and Rincon Consultants, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on February 7, 2017, by City and Consultant.

City and Consultant agree as follows:

1. In subsection a of Section 14 of the Agreement, the figure “\$250,000.00” is deleted and replaced by the figure “\$500,000.00”.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7690-16-DS

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor_____
Date_____
Joe Power, Vice President_____
Date_____
Lacrisa Davis, CFO_____
Date

ATTEST:

Michelle Ascencion, City Clerk_____
Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney_____
Date

APPROVED AS TO CONTENT:

Kathleen Mallory, Project Manager_____
Date_____
Ashley Golden, Development
Services Director_____
Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager_____
Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager_____
Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT
REMOVE THIS BOX

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment (“First Amendment”) to the Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation (“City”), and Stantec Consulting Services, Inc. (“Consultant”). This First Amendment amends the Agreement entered into on February 7, 2017, by City and Consultant.

City and Consultant agree as follows:

1. In subsection a of Section 14 of the Agreement, the figure “\$75,000.00” is deleted and replaced by the figure “\$250,000.00”.
2. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7729-16-DS

CITY OF OXNARD

CONSULTANT

Greg Nyhoff, City Manager Date

Derek Rapp, Principal Date

David W. Rundle, Principal Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Kathleen Mallory, Project Manager Date

Ashley Golden, Development
Services Director Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager Date

The City requires the following
for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT
REMOVE THIS BOX

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Steve Naveau
Director of Human Resources

SUBJECT: Personnel Rules and Regulations

CONTACT: Steve Naveau, Director of Human Resources
Steve.Naveau@oxnard.org, 385-7947

RECOMMENDATION:

That City Council adopt a resolution to receive and file new Personnel Rules and Regulations, rescind all previous Personnel Rules and Regulations, and affirm the City Manager's authority to promulgate and modify personnel rules and regulations except as required by City Code Section 3-2.

BACKGROUND

In 2015 the City retained Management Partners and Renne Sloan Holtzman Sakai to conduct an organizational assessment in order to address a number of fiscal and management issues identified by the City Manager during his initial organization evaluation upon his arrival. The organizational assessment identified 128 findings and revealed that the City's personnel policies and procedures have not been subjected to a comprehensive review and revision since the late 1970s. As a result, many are out of date and do not reflect current best practices or applicable law. One of the adopted recommendations was to review and update the City's Personnel Rules and Regulations. Accordingly, the Personnel Rules and Regulations were thoroughly reviewed and rewritten to ensure that the policies comply with State and Federal law as well as best practices in managing employees.

During the review, it was noted that the “Personnel Rules and Regulations” manual had been adopted and amended by prior Councils and a number of personnel policies outside of the manual had been adopted and approved by Council resolution. The City Manager generally has the authority to promulgate personnel policies and procedures except where it is expressly stated otherwise by City Ordinance. Section 3-2 of the Oxnard City Code pertains to the employer/employee relations within the City’s competitive service system which may only be changed through Council action. The new Personnel Rules and Regulations do not affect this ordinance and are intended to set standards of conduct and expectations for employees, clarify general personnel policies, and ensure that all policies are in compliance with State and Federal law.

Examples of some of the legal updates made to these policies include, leave for crime victims, school related leave, leave for military spouses/domestic partners, and anti-bullying all of which are more recent changes to California State Law. Clarification was also provided that the policies can’t supersede the Memoranda of Understanding the City has with the employee bargaining units as this was an area of confusion for many employees.

Some of the new policies added include job shadowing, which allows a department to recruit and fill a position prior to an employee leaving city service which aids in the transfer of job related knowledge. Other additions include clear process for employee evaluations, performance improvement plans, as well as a section on employee discipline and grounds for disciplinary action to aid in employee accountability.

The City has completed the meet and confer process with all bargaining units as required under the Meyers-Milias-Brown Act. The employee bargaining units are in agreement with and supportive of the revised personnel rules and regulations which are attached to this item. Upon adoption of the resolution these policies will be effective and employees will receive a copy of the policies along with a description of any significant changes. The resolution clarifies the role of the City Manager in promulgating personnel rules not related to the competitive service system.

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.

Personnel Rules

July 18, 2017

Page 3

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 this item.

ATTACHMENTS:

Attachment A: Personnel Policy Resolution

Resolution Exhibit A: Personnel Rules and Regulations 2017

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO RECEIVE AND FILE NEW PERSONNEL RULES AND REGULATIONS, RESCIND ALL PREVIOUS PERSONNEL RULES AND REGULATIONS, AND AFFIRM THE CITY MANAGER'S AUTHORITY TO PROMULGATE AND MODIFY PERSONNEL RULES AND REGULATIONS EXCEPT AS REQUIRED BY CITY CODE SECTION 3-2

WHEREAS, the current personnel rules and regulations (the "Rules") were first adopted by City Council Resolution No. 1119 on July 17, 1951, substantially amended by City Council Resolution No. 2571 on November 7, 1961 and further amended by City Council resolutions on numerous occasions; and

WHEREAS, it is expected that as changes to law occur and as the needs of the organization change that personnel rules and regulations must be periodically modified with additions and deletions to said rules; and

WHEREAS, Section 3-2 of the City Code provides that the City Council shall promulgate rules necessary to carry into effect the purpose and intent of the competitive service system; and

WHEREAS, pursuant to Section 2-157 of the City Code, the City Manager is the chief executive and administrative officer of the City and, as such, has been given the authority to manage the day-to-day affairs of the City, including managing the City's employees through the adoption of personnel rules and regulations as needed, and separate and apart from the competitive service system rules to be adopted by the City Council pursuant to City Code Section 3-2, after fulfilling any meet and confer obligations with employee bargaining units as provided by State statute; and

WHEREAS, the City has fulfilled its obligations of meeting and conferring with all employee bargaining units which represent City employees over the Personnel Rules and Regulations attached hereto as Exhibit A.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES as follows: 1) to receive and file new Personnel Rules and Regulations attached hereto as Exhibit A; 2) to rescind the previous Rules and all amendments to those Rules; 3) to affirm the City Manager's authority to promulgate and modify the new Personnel Rules and Regulations except as required by City Code 3-2; and 4) to direct the City Manager and/or his designee to perform all acts necessary to implement the new Personnel Rules and Regulations.

PASSED AND ADOPTED this 18th day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY OF OXNARD

**CITY OF OXNARD
PERSONNEL RULES AND REGULATIONS**

EFFECTIVE July 19, 2017

CITY OF OXNARD

TO: City of Oxnard Employees

FROM: Steve Naveau, Director of Human Resources

SUBJECT: Implementation of the City of Oxnard Personnel Rules and Regulations

In accordance with the Meet and Confer process, the City and the following collective bargaining units met in good faith to discuss the implementation of the revised City of Oxnard Personnel Rules and Regulations:

- Service Employees International Union Local 721
- International Union of Operating Engineers Local No. 501
- Oxnard Mid Manager's Association
- Local 1684, International Association of Fire Firefighters
- Oxnard Peace Officers' Association
- Oxnard Safety Managers' Association (Fire Unit)
- Oxnard Safety Managers' Association (Police Unit)

On March 29, 2017, representatives from the aforementioned collective bargaining units approved the revised City Personnel Rules and Regulations, and will become effective May 31, 2017. A hardcopy of the revised policies will be provided to all City employees and electronically on the CityNet.

Information, policies, and benefits described here in the City Personnel Rules and Regulations are necessarily subject to change, and as such future revisions that modify, eliminate, or create policies will only be contained in the online version available on the City's intranet system. Please consult with Human Resources if a question on a policy occurs to ensure you are reviewing the most current version.

Future revisions to the City of Oxnard Personnel Rules and Regulations will be contingent on the Meet and Confer process between the City and the recognized collective bargaining units.

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CHAPTER 1. GENERAL PROVISIONS

1.1. AUTHORITY FOR PERSONNEL RULES AND REGULATIONS

These Personnel Rules and Regulations (“Personnel Rules”) were established by the City Council pursuant to Chapter 3, Article I, Section 3-4; and Article II, Section 3-39, of the Oxnard Code of Ordinances.

1.2. COVERAGE

The Personnel Rules apply to all employees of the City of Oxnard. In addition, the provisions of Chapter 3 (Policy Against Harassment, Discrimination, and Retaliation) also apply to all elective officers and their duly appointed deputies; members of appointive boards, commissions and committees; persons engaged under contract; and volunteer personnel.

1.3. REVIEW AND AMENDMENT

The Personnel Rules will be reviewed at reasonable intervals to ensure compliance with state and federal employment laws. The City Manager may recommend amendments and revisions to the Personnel Rules for consideration by the City Council. Amendments will become effective upon approval by resolution of the City Council. Each employee will receive a copy and/or have access to an electronic copy of any substantive changes to the Personnel Rules within thirty (30) days of adoption.

1.4. NO CONTRACT CREATED

The purpose of the Personnel Rules is to familiarize employees with City policies, establish equitable and uniform personnel procedures, and ensure effective service to the public. The Personnel Rules do not constitute a contract with any union, employee organization, or employee. Nothing in the Personnel Rules shall be deemed an offer of employment or a promise of indefinite employment to any employee.

1.5. CONFLICTS WITH MEMORANDA OF UNDERSTANDING

In the event of a conflict between the Personnel Rules, Departmental policies, and any Memorandum of Understanding in effect, the Memorandum of Understanding shall prevail.

1.6. SEVERABILITY

The Personnel Rules are subject to all current and future applicable federal and state laws and regulations and the current provisions of the Oxnard City Code. If any part or provision of these Rules is in conflict or inconsistent with such applicable provisions of those federal, state, or City enactments, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Personnel Rules shall not be affected.

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1.7. VIOLATION

Violation of any provision of the Personnel Rules shall be grounds for rejection of applicants or discipline of employees including but not limited to suspension, demotion, or termination.

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CHAPTER 2. EQUAL EMPLOYMENT OPPORTUNITY

The City of Oxnard is committed to the equal application of rules and regulations in all employment practices including hiring, firing, promotion, compensation and other items, privileges, and conditions of employment. Procedures are established to further this policy.

2.1. PROCEDURES

2.1.1. SELECTION STANDARDS AND PROCEDURES

- 1) Experience in Equal Employment Opportunity Programs indicates that the selection process—whether consciously or unconsciously—is probably responsible for more discrimination than any other area of employment practices.
- 2) Federal law specifically prohibits the use of any examination tool which cannot be proven directly related to the major functions of the position.
- 3) The Human Resources Department, along with appointing departments, will carefully review and evaluate each step of the total selection process in order to be certain that job requirements, hiring standards, and methods of selection and placement do not discriminate but instead contribute toward the Fair Employment Practices of the City.

2.1.2. FAIR EMPLOYMENT PRACTICES

The City of Oxnard is an Equal Employment Opportunity employer. Persons in the employ of the City or those seeking employment shall be employed, promoted, demoted, or discharged without favor or discrimination because of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender, gender identity, gender expression, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, military and veteran status, or any other basis protected by law.

Appointment to or removal from a position shall not be affected or influenced in any manner by any consideration of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender, gender identity, gender expression, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, military and veteran status, or any other basis protected by law.

It is further provided that no question in any test, in any application form or by any examiner or appointing authority shall be so framed as to elicit information concerning an applicant's race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender, gender identity, gender expression, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, military and veteran status, or any other basis protected by law.

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CHAPTER 3. POLICY AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION

The purpose of this policy is to establish a strong commitment to prohibit harassment, discrimination, or retaliation in employment and to ensure equal employment opportunities for individuals with qualifying disabilities; to define discrimination, harassment, retaliation, and reasonable accommodation; and to set forth a procedure for investigating and resolving complaints.

3.1. POLICY

The City affords equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline and termination.

The City prohibits retaliation against any employee for making a good-faith complaint of discrimination or harassment, for assisting another employee in doing so, or for participating in an investigation of a discrimination or harassment complaint.

3.2. DISCRIMINATION

The City prohibits and will not tolerate any discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender, gender identity, gender expression, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, military and veteran status, or any other basis protected by law ("Protected Status").

Violations of this policy may result in disciplinary action up to and including termination of employment.

Discrimination means treating a person differently or subjecting a person to different treatment due to a person's actual or perceived Protected Status in a way that adversely affects the person's employment. Such treatment may include, but is not limited to: refusing to hire or employ a person; discharging a person from employment; refusing to select for or discharging a person from a training program leading to employment; or treating a person differently in compensation or with regard to other terms, conditions, or privileges of employment.

3.3. HARASSMENT

The City prohibits and will not tolerate any harassment on the basis of a protected status. This policy prohibits harassment against employees, applicants, unpaid interns, volunteers and independent contractors by other employees, officers, elected officials, volunteers, independent contractors, vendors, and anyone with whom the City engages in business. Violations of this policy may result in disciplinary action up to and including termination of employment.

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3.3.1. SEXUAL HARASSMENT

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, or other visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. Examples include but are not limited to:

- Physical conduct including unwelcome touching, intentionally blocking normal movement, pinching, patting, or coerced sexual conduct;
- Verbal conduct including making derogatory comments, sexually explicit jokes, slurs, sexual innuendo and insults, or comments about an individual's body or dress;
- Visual conduct including leering or displaying sexually oriented posters, photography, cartoons, drawings, emails, or gestures;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances.

Sexually harassing conduct need not be motivated by sexual desire and may include nonsexual conduct motivated by the violator's hostility towards the victim's gender or towards the victim's nonconformity to gender stereotypes.

3.3.2. HARASSMENT BASED ON OTHER PROTECTED STATUS

In addition to sexual harassment, harassment on the basis of any other Protected Status is also prohibited. Such harassment includes physical, verbal, and visual conduct when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

3.4. RETALIATION

The City prohibits employees and City officials, officers, volunteers, and contractors from taking any Adverse Action (defined below) against an employee, officer, volunteer, contractor, or

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applicant because he or she engaged in good faith in a Protected Activity (defined below). Employees and officers in violation of this policy will be subject to discipline up to and including termination. Any elected official or contractor in violation of this policy will be subject to appropriate sanctions.

3.4.1. PROTECTED ACTIVITY

Protected activities include but are not limited to:

- Filing a complaint with a federal or state agency;
- Participating in an internal investigation;
- Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the City regarding alleged unlawful activity;
- Testifying as a party or witness regarding alleged unlawful activity;
- Associating with another employee who is engaged in a Protected Activity;
- Making or filing a complaint regarding alleged unlawful activity.

3.5. ADVERSE ACTION

Adverse actions include but are not limited to:

- Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of Protected Activity;
- Refusing to hire an individual because of Protected Activity
- Denying promotion to an individual because of Protected Activity; Taking any form of disciplinary action because of Protected Activity;
- Altering work schedules or work assignments because of Protected Activity;
- Condoning hostility and criticism of co-workers and third parties because of Protected Activity.

3.6. TRAINING

All employees will receive training regarding this policy within the first six (6) months of hire, and, on a recurring basis, no less than every three (3) years thereafter. Employees in a Supervisory position will receive training regarding this policy on a recurring basis, no less than every two (2) years following the initial post-employment training.

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3.7. RESPONSIBILITIES

3.7.1. MANAGERS AND SUPERVISORS RESPONSIBILITIES:

- Informing employees of this Policy; modeling appropriate behavior;
- Taking all steps necessary to prevent harassment, discrimination or retaliation in employment from occurring;
- Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints;
- Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language;
- Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals;
- Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations;
- Assisting, advising, or consulting with employees and the Director of Human Resources regarding this Policy;
- Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action, up to and including discharge;
- Implementing appropriate disciplinary and remedial actions;
- Reporting potential violations of this Policy of which he or she becomes aware, regardless of whether a complaint has been submitted, to the Human Resources Department or the department director; and
- Participating in periodic training and scheduling employees for training.

3.7.2. EMPLOYEE OR CONTRACTOR RESPONSIBILITIES:

Employees of the city, including vendors, customers, independent contractors, interns, and volunteers shall be subject to the following responsibilities:

- Treating all employees and contractors with respect and consideration; modeling appropriate behavior;
- Participating in periodic training;

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- Fully cooperating with investigations by responding fully and truthfully to all questions posed during the investigation;
- Maintaining the confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by the department director or Director of Human Resources; and
- Reporting any act he or she believes in good faith constitutes harassment, discrimination, or retaliation in employment as defined in this Policy, to his or her immediate supervisor, department director, or Director of Human Resources.

3.8. REASONABLE ACCOMODATION POLICY

The City provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

3.8.1. QUALIFYING DISABILITY

A “disability” means a physical or mental disorder or condition that limits one or more major life activities, a record of having such a disorder or condition, or being regarded/perceived as having such a disorder or condition.

3.8.2. PROCEDURE FOR OBTAINING REASONABLE ACCOMMODATION

1) Request for Accommodation

An employee or applicant with a qualifying disability who needs reasonable accommodation in the application process or in order to perform essential job functions should make such a request to the Human Resources Department by submitting a *Voluntary Request for Reasonable Accommodation* Form available in the Human Resources Office. The Human Resources Representative, who receives the form or is made aware of the request, may require the employee or applicant to submit additional information in writing, including medical certification from a health care provider supporting the need for accommodation.

2) Interactive Process

Once it is determined that the employee or applicant has a qualifying disability, the City will hold a discussion with the employee or applicant to determine if and how reasonable accommodation can be made. The purpose of this discussion is to timely communicate in good faith in order to understand restrictions or limitations on an employee’s ability to perform essential job functions, or an applicant’s ability to participate in the application process, and to fully consider all potential reasonable accommodations. The refusal or failure of an employee or applicant to participate or cooperate in this discussion may result in denial of accommodation. Any information relating to the employee’s or applicant’s request for

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accommodation shall be kept confidential to the extent required by law and shall be kept in a file separate from applicant and personnel files.

3) Fitness for Duty Examination

The Human Resources Director may require a fitness for duty examination to determine whether the employee can perform the essential functions of the job with or without accommodation, if the examination is job-related and consistent with business necessity. The Human Resources Director may require that a City-approved physician conduct the examination. The City will pay for fitness for duty examinations that it initiates.

4) Determination

The City will determine, within its sole discretion, whether reasonable accommodation(s) can be made and the type of accommodation(s) to provide. The City will not provide accommodation(s) that would pose an undue hardship upon the City's finances or operations, that would endanger the health or safety of the employee or others, or that would eliminate an essential job function. The City will inform the employee of its decision as to reasonable accommodation(s) in writing.

5) Appeal Process

Department staff decisions on reasonable accommodation may be appealed to the Human Resources Director. The appeal must be submitted thirty calendar days from the date of notification by the Department. The Human Resource Director shall review the matter and inform all the parties of his/her decision within thirty (30) calendar days from the date the appeal request is submitted, unless the requestor and the Human Resources Director agree to an extension of the time. The Department staff will provide all necessary information to facilitate this review.

3.9. COMPLAINT PROCEDURE

This procedure shall apply to all City employees. By law, employees filing discrimination, harassment, or retaliation complaints shall be free of any reprisal or harassment by any City employee.

1) Reporting a Complaint

If an employee believes he or she has been denied an equal employment opportunity or he or she believes they have been harassed, discriminated, or retaliated against, the employee should bring the matter to the attention of the employee's immediate supervisor or the Human Resources Director or his/her designee within five (5) working days of the incident.

If the employee is not satisfied with the results of the informal discussion with the supervisor, the employee may, within 15 days of the incident, file a formal written complaint. The employee must, to the best of his or her ability, complete a City of

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Oxnard complaint form clearly expressing the complaint, giving names of individuals involved and dates. The completed form shall be delivered to the Human Resources Director or his/her designee.

In addition to the remedies described in this Policy, the U.S. Equal Employment Commission and the California Department of Fair Employment and Housing provide administrative complaint and investigation processes as to harassment, discrimination, or retaliation on the basis of a protected status. The contact information for each office is listed below:

California Department of Fair Employment and Housing 1-(800)-233-3212
<http://www.dfeh.ca.gov/>

U.S. Equal Employment Opportunity Commission 1-(800)-669-4000
<http://www.eeoc.gov/Investigation>

2) Investigation

The City will investigate all potential violations of the policy against harassment, discrimination, and retaliation and the reasonable accommodation policy, whether alleged in a complaint or if the City's officers or supervisory employees become aware of such potential violations.

Upon awareness or notification of the complaint, the Human Resources Director or his/her designee will assign an investigator to gather facts and make factual findings concerning the allegations in the complaint. All City employees are required to cooperate with the investigator. The Human Resources Director may take interim action to maintain the integrity of the investigation, maintain normal business operations, and to protect the complainant or witnesses.

The investigator will review the complaint allegations. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. Upon completion of the investigation, the investigator will provide a written report to the Human Resources Director.

3) Remedial Action

Within five (5) business days of receiving the investigator's report, the Human Resources Director will make a decision on any recommended actions and communicate the results of the investigation in writing to the complainant and the accused. If the employee is not satisfied with the action taken, he or she shall be advised of his/her right to file a complaint with the proper state or federal agency.

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3.10. ANTI-BULLYING POLICY

The City is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the City also prohibits any form of “intimidation or bullying” in the workplace or elsewhere, such as at offsite events or work places.

3.10.1. POLICY COVERAGE

Every employee and other individuals, such as temporary workers, consultants, independent contractors and visitors, have the right to be treated with respect. Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee’s ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, excluding, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, or unwanted physical contact, or any use of violence; graffiti; name-calling sarcasm, spreading rumors, teasing. Such conduct can also occur via use of electronic or telephonic communications such as the internet, email and chatroom misuse, mobile threats by text messaging or calls, or misuse of cameras and video equipment.

3.10.2. COMPLAINT PROCEDURE

The City will not tolerate bullying in any form. Any individual who believes that he or she is or has been subjected to any form of bullying should immediately report this to his or her supervisor, department head, or the Human Resources Department. In addition, any person who believes they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor or other appropriate person in the chain of command.

Any employee who is reported to be a perpetrator will be provided due process before any disciplinary action is taken. Individuals who violate this bullying policy are subject to disciplinary action, up to and including termination.

3.10.3. POLICY AGAINST RETALIATION

No employee will be subjected to any form of retaliation for reporting an incident of bullying or participating in any investigation by the City or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation being conducted.

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CHAPTER 4. CLASSIFICATION**4.1 COMPETITIVE SERVICE**

As set forth in Section 3-3 of the Oxnard City Code, available on the City of Oxnard website, the City has established a competitive service system in order to provide a uniform and equitable standard for classifications, titles, wages, appointments, promotions, disciplinary actions, and other matters relating to City employment. The provisions of the competitive service system apply to all positions except those listed under “Noncompetitive Service” below. Positions in the competitive service are hired on the basis of merit system principles and pursuant to the recruitment and selection procedures outlined in Chapter 4 of these Personnel Rules. Following the completion of the probationary period, employees in the competitive service accrue the right of appeal from certain disciplinary actions, including termination.

4.2 NONCOMPETITIVE SERVICE

Members of the noncompetitive service are at-will and may be discharged at any time without cause and without the right of appeal. Positions in the noncompetitive service include:

- All elective officers;
- All appointees to Boards, Commissions, and Committees;

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- The City Manager, the Assistant City Manager, and the Deputy City Manager(s);
- The City Attorney, the Assistant City Attorney, and the Deputy City Attorney(s);
- All department heads;
- All extra help employees;
- All temporary employees as outlined in Chapter 7 of these Personnel rules;

4.3 CLASSIFICATION PLAN

The classification plan provides a complete inventory of all positions in the competitive service and describes each position in a class specification which includes job definition, typical tasks and responsibilities, and a statement of requirements as to training, experience, and other applicable qualifications. All positions in the same class are treated alike in such matters as selection, transfer, demotion, promotion, and pay.

4.4 USES OF THE CLASSIFICATION PLAN

The position classification plan shall be used as follows:

- 1) As a basis for salary determination. Position class specifications will be used to compare jobs within the City organization and those jobs outside of the City at other public agencies. It will allow basing of salary differentials on sound and recognizable differences in work, skills, and job responsibilities.
- 2) As a source of extracting information to be used in preparing public announcements for position openings and in preparing examinations that will approximately measure the qualifications of applicants in terms of fulfilling the job requirements.
- 3) As an aid in planning improvement and defining more clearly the various levels of responsibility, lines of command, and steps of promotion.
- 4) As a means of identification in preparing payrolls and departmental budgets.
- 5) As a foundation for developing in-service training programs by department supervision, Human Resources Director, or the City Manager.

4.5 PREPARATION OF THE CLASSIFICATION PLAN

The Human Resources Director or his/her designee will prepare the position classification plan by employing the following principles:

- 1) The duties and responsibilities of each employee shall be ascertained using interviews, observation, and input from employees and supervisors as needed.
- 2) All positions that are substantially similar with respect to type of work, responsibility, and difficulty of work shall be grouped together into a class.

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- 3) The Human Resources Director shall prepare written specifications for classification containing the class title, an illustrative listing of typical duties and responsibilities, and a statement of the minimum qualifications an applicant must possess to apply for the job.
- 4) Classification specifications are illustrative only and shall not limit or restrict in any way the authority of the City Manager and/or department heads to assign, direct, and control the work of employees.

The classification plan shall be effective only upon adoption by City Council resolution. A current list showing the classes of positions held by employees in the competitive service shall be maintained by and readily available from, the Human Resources Department.

4.6 MAINTENANCE AND REVISION OF THE CLASSIFICATION PLAN

The Human Resources Director or his/her designee is responsible for the maintenance of the classification plan, including conducting classification studies of proposed or presently authorized positions and updating existing class specifications.

The Human Resources Director or his/her designee shall consult with department heads or their designees and prepare revised class specifications, as needed, to accurately reflect the job duties and the minimum qualifications of each class. Any planned significant changes in organization and work methods or assignments that might affect the duties of employees should be reported to the Human Resources Director so that, if necessary, he/she can revise the class specification and consult with the appropriate bargaining unit regarding the impact of the changes prior to their implementation.

Revised position classification specifications shall become effective when approved by the City Manager. Before presentation to the City Manager for consideration, the Human Resources Director shall review any recommended changes with the department supervisor and the affected employee.

4.7 NUMBER OF POSITIONS

The City Manager may from time to time revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification.

4.8 CLASSIFICATION OF NEW POSITIONS

No vacant position shall be filled by a permanent or probationary appointment until such position has been classified under the classification plan. A new or additional position shall be allocated to an existing class whenever possible; otherwise the City Manager shall recommend to the City Council the creation of a new class.

4.9 CREATION OF NEW CLASSIFICATIONS

The City Manager may, upon his/her initiative or at the request of a department head, submit a recommended new classification to the City Council for consideration. A request for a new

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classification shall include a class title and salary range. The new classification shall become established upon approval by the City Council.

4.10 RECLASSIFICATION

Reclassification is the reassignment of a position from one class to a different class in accordance with a re-evaluation of the minimum qualifications, duties, and responsibilities of the position. Generally, implementation of a reclassification may occur at budget and mid-year terms.

4.10.1 RECLASSIFICATION PROCESS

The Human Resources Director may, upon his/her initiative or at the request of a department head, conduct a study to determine if a position is properly classified (a "Classification Study"). A Classification Study may include investigation of pertinent departmental records and consultation with employees and the department head regarding the duties, functions, and responsibilities of a position. If the Human Resources Director determines that a reclassification is appropriate, he/she will submit the recommended reclassification to the City Council for consideration. Reclassifications shall become effective upon approval by the City Council.

4.10.2 CHANGE TO A HIGHER LEVEL CLASSIFICATION

When a position is reclassified from a lower level class to a higher level class, the employee occupying that position shall be reclassified without competitive examination provided that he/she meets the minimum qualifications of the higher level class, has performed the duties of the new class for twelve (12) months, and has not received an unsatisfactory evaluation during that period.

If an employee is reclassified to a class having a higher salary range, the employee's salary shall either be adjusted to a the first step of the new salary range or to that step which would provide a salary increase of not less than five (5) percent more than the base wage that was being earned prior to reclassification. If the range change is less than five (5) percent and if the employee is on the last step of the salary range prior to reclassification, the employee's salary shall be adjusted to the last step of the new salary range, even though such placement results in less than a five (5) percent increase.

The employee's anniversary date will not change as a result of a reclassification under this section.

4.10.3 CHANGE TO A LOWER LEVEL CLASSIFICATION

When a position is reclassified from a higher level class to a lower level class, the employee occupying that position may be transferred to a vacancy in the higher level class or reclassified to the lower level class.

If an employee is reclassified to a class having a lower salary range, the employee shall receive the step, if any, in the new range which is the same as the salary the employee was receiving prior to reclassification.

The employee's anniversary date will not change as a result of a reclassification under this section.

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4.10.4 “Y” RATING

If an employee is reclassified to a class for which the last step of the salary range is lower than the employee's present salary, the Human Resourced Director may approve “Y” rating to allow the employee to remain at his/her current rate of pay. When an employee is “Y” rated, the employee's salary is frozen as of the date of reclassification and may not be increased until the last step of the salary range for the new classification exceeds the employee's “Y”-rated salary.

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CHAPTER 5. RECRUITMENT AND SELECTION

5.1 METHOD OF FILLING VACANCIES

All vacancies in the competitive service shall be filled by re-employment, transfer, promotion, or from an appropriate employment list of eligible candidates certified by the Human Resources Director, if available. In the absence of eligible persons for appointment by the methods listed in the preceding sentence, the Human Resources Director shall obtain applications for the position and conduct appropriate examinations to establish a list of persons with eligible qualifications for appointment.

5.2 TYPES OF RECRUITMENT

Recruitment for position openings shall be promotional or open, competitive as determined by the Human Resources Director at his/her discretion.

5.2.1 PROMOTIONAL

Where practicable and consistent with the best interests of the City, vacancies will be filled by promotion from within the competitive service after a promotional test has been given and a promotional list established. A promotional recruitment is open only to persons who already hold a position in the competitive service. Only current regular employees who meet the minimum qualifications specified in the job announcement may apply for a promotional position opening.

5.2.2 OPEN, COMPETITIVE

If, in the opinion of the Human Resources Director, a vacancy should be filled by an open, competitive examination instead of a closed promotional examination, the Human Resources Director shall arrange for an open, competitive examination and for the preparation and certification of an eligible list. Open, competitive examinations are open to any applicant who meets the minimum qualifications stated in the job announcement.

5.3 JOB ANNOUNCEMENT

The Human Resources Director shall prepare a job announcement for all examinations for classes in the competitive service. The announcement shall specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; the minimum experience and education required; the date, time, place, and manner of making application; the closing date for receiving applications; and other pertinent information. Announcements shall be posted as the Human Resources Director deems advisable or such other locations as recognized employee organizations have requested, for positions which may be filled by other than reassignment of a permanent City employee. All announcements will be published a minimum of ten (10) business days before the deadline for filing applications and remain posted until the time limit for filing applications has expired.

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5.4 APPLICATIONS

5.4.1 FILING OF APPLICATIONS

Applications for a current examination process will be accepted during the time period established in the job announcement. Applications shall be made on forms provided by the Human Resources Department or through the on-line application system. Application forms shall require information covering position title, training, experience, references, and other pertinent information. All applications must be signed by the person applying. All applications must be submitted to the Human Resources Department on or before the final filing date specified in the job announcement.

5.4.2 REJECTION OF APPLICATIONS

The Human Resources Director shall reject any application that is not completed using the prescribed form, filed within the period specified in the job announcement, or fails to show that the applicant possesses the minimum qualifications required for the position. The Human Resources Director shall also reject any application that contains any false statement or omission of any material fact or if it is discovered that the applicant has practiced or attempted to practice any deception or fraud in the application. Defective applications may be returned to the applicant with notice to amend, and the applicant may amend and re-file the application, provided that the time limit for receiving applications has not expired.

5.5 EXAMINATIONS

5.5.1 EXAMINATION PROCESS

Examinations may consist of any method of evaluation to measure the capacities of the persons examined to execute the duties and responsibilities of the classification to which they seek to be appointed. The Human Resources Director and/or his/her designee shall be responsible for developing, administering, and scoring all examinations.

5.5.2 TYPES OF EXAMINATIONS

Examinations held to establish a list of eligible candidates for any classification shall consist of one or more parts, as determined and developed by the Human Resources Department. Examinations may be assembled, unassembled, written, oral, practical demonstration, or any combination thereof, or any form which will test fairly the qualifications of applicants, and shall consist of one or more of the following:

- 1) Special Subjects: This part shall constitute that portion of the test which deals with the duties of a position and must be designed to test the ability of an individual to perform said duties.
- 2) Educational: This part may consist of spelling, composition, civics, City information (any or all of these), as well as other subjects to test the basic training which would logically form the groundwork for performing the duties of the position and advancement in the service.

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- 3) Training and Experience: Training shall consist of a statement of schooling and studies. Experience shall consist of a statement of all past activities that would tend to fit candidates for the position they seek and may include a statement of the names of former employers, nature of work, and references.
- 4) Personal Interview: This part measures the applicant's knowledge, skills, and experience determined to be essential to the position, including interpersonal, leadership, problem solving, customer service, supervisory, presentation, and/or oral communication skills. The applicant may be questioned on the duties of the position, training and experience, nature of work performed, and other reasonable questions to determine the applicant's fitness for the position.
- 5) Written: This part measures the applicant's knowledge, skills, and abilities determined necessary to perform the essential functions of the job. The written examination may include any or a combination of types of questions, including true/false, multiple choice, matching, completion, and essay.
- 6) Performance: This part measures the level of abilities and/or manual skills of applicants to perform the essential functions of the job.
- 7) Physical: This part measures the applicant's physical agility, stamina, and physical fitness to perform essential functions of the job. Physical agility examinations are required only for appropriate positions. Where required, such examinations will be designated "qualifying only" and graded as pass/fail.
- 8) Other: Other possible tests include presentations, typing tests, work samples, background investigations, or any combination of these or other tests as described above.

5.5.3 COMPOSITION OF ORAL BOARDS

Oral boards should be composed of experienced individuals competent to judge the qualifications of the applicants being considered. All City oral examining boards will receive an orientation by the Human Resources Department, which will inform the board of its responsibility to assure fair treatment and opportunity to all persons and to adhere to the principles of equal employment opportunity. Each interviewer shall independently rate the applicants. Names of persons serving on the oral board shall not be given out in advance of the oral interview. When in the best interests of the applicant and the City, an interviewer may disqualify himself/herself from rating an applicant.

5.5.4 SCORING OF EXAMINATIONS

Some examinations may be designated "qualifying only" and will be graded as pass/fail. For all other examinations, applicants shall be required to attain a minimum grade or standing unless provided otherwise in the job announcement. In all tests, the minimum grade or standing for which eligibility may be earned shall be based upon all factors in the test, including educational requirements, experience, and other qualifying elements, as shown in the application of the candidate or other verified information. Failure in one part of the test may be grounds for declaring such applicants as failing in the entire test or as disqualified for subsequent parts of a test. When

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the selection process is composed of more than one independent examination, the relative weight of each examination shall be assigned by the Human Resources Director and stated in the job announcement.

5.5.5 NOTICE OF EXAMINATION RESULTS

Each applicant taking an examination shall be given written notice of pass or fail. Any applicant shall have the right to review his/her own results within ten (10) business days after the results are mailed. Such inspection shall be made in the presence of the Human Resources Director or his/her designee. Any error called to the attention of the Human Resources Director, either before or after posting the employment list resulting from the examination, shall be corrected. Correction shall not, however, invalidate certification or appointments previously made.

5.6 EMPLOYMENT LISTS

5.6.1 ESTABLISHMENT OF LISTS

As soon as possible after the completion of an examination, the Human Resources Director shall prepare and keep available an employment list consisting of the names of persons successfully passing the test.

Employment lists may be one of the following types:

- 1) Eligible list – A list of persons who have been recruited on an open-competitive basis and have qualified for a class in the competitive service.
- 2) Promotional list – A list of current employees who have taken a promotional examination and have qualified for a class in the competitive service.
- 3) Reemployment list – A list of employees laid off from the competitive service who are entitled to reemployment in vacancies in the class from which they were laid off.
- 4) Reinstatement list – A list of former employees who resigned from the competitive service in good standing and who are currently eligible for reinstatement in accordance with Chapter 8.8.
- 5) Transfer list – A list of employees desiring to transfer from one position to another position in the same classification in another City department. The employee must be in good standing and will remain on the list for no more than six (6) months.

Employment lists shall become effective upon certification by the Human Resources Director or his/her designee.

5.6.2 DURATION OF LISTS

Eligible and promotional lists shall remain in effect six (6) months. Eligible lists may be extended by the Human Resources Director for additional periods of six (6) months, but in no event shall the lists remain in effect for more than eighteen (18) months. If, at any time after an eligible list

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has been used and the remaining names have been passed over previously for valid reasons by the appointing authority, or if there are fewer than three names on the eligible list, the Human Resources Director may cancel the entire list and order another examination when an eligible list is requested.

5.6.3 REMOVAL OF NAMES FROM EMPLOYMENT LISTS

The name of any person appearing on an eligible or promotional list shall be removed by the Human Resources Director if the person requests in writing that his/her name be removed, if the person fails to respond to a notice of certification mailed to his/her last known address, or if the person has been certified for appointment three times and has not been appointed. The names of persons on promotional employment lists who resign from City employment shall automatically be dropped from such lists.

5.6.4 ELIMINATION OF POSITIONS

After elimination of a position by a reclassification, the employee affected may have his/her name placed on an eligible list for a period of one year. If an entire classification is eliminated, the affected employee's name will not be placed on an eligible list.

5.7 APPOINTMENT

5.7.1 REGULAR APPOINTMENT

Whenever a vacancy in the competitive service is to be filled, the department head shall notify the Human Resources Director. The Human Resources Director shall certify all candidates' names that appear on the list.

The Department Head shall interview those candidates that they believe are most qualified. The department head shall designate his/her candidate selection to the Human Resources Director for approval by the City Manager.

The City Manager shall make all final appointments. The Human Resources Director shall be responsible for notifying the person appointed. Notification may be made by the department head concerned, if coordinated with the Human Resources Department. The Human Resources Department will prepare the tentative job offer pending the candidate passing an appropriate background check. Human Resources will prepare the final offer letter with the agreed upon start date.

5.7.2 TEMPORARY APPOINTMENT

In the absence of appropriate eligible lists, a temporary appointment of a person meeting the minimum training and experience qualifications for the position, whether an acting or an interim position, may be made by the City Manager. Temporary appointments cannot exceed twelve (12) consecutive months. If the need of the position is to exceed five (5) months, then an eligible list must be established within twelve (12) months of the date of the temporary appointment.

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5.7.3 EMERGENCY APPOINTMENT

To meet the immediate requirements of an emergency condition, such as an extraordinary fire, the City Manager may employ such persons as may be needed for the duration of the emergency without regard to the appointment procedures set forth in this section. Such appointments shall be reported to the Human Resources Director as soon as possible.

5.7.4 LIMITED TERM APPOINTMENT

Limited term appointments may be made to budgeted allocations that are defined as Limited Term with a start and end date.

5.8 MEDICAL EXAMINATIONS

If a classification has been determined to require medical screening, the City will require a medical examination following the job offer but prior to appointment. The examination will be conducted by a City-designated physician at the City's expense. If a medical examination is required, the job offer will be conditioned on a determination that the applicant is medically fit to perform the essential functions of the job with or without reasonable accommodation.

5.9 PROBATIONARY PERIOD

Appointment to a full-time or part-time position on initial employment or promotion shall be subject to successful completion of the probationary period designated for the class.

5.9.1 OBJECTIVES OF PROBATIONARY PERIOD

The probationary period shall be used to observe and evaluate the employee's work, to secure the most effective adjustment of a new employee to his/her position, and to eliminate any probationary employee whose performance does not meet the required standards of work.

5.9.2 LENGTH OF PROBATIONARY PERIOD

All original and promotional appointments to permanent positions shall be subject to a probationary period of twelve (12) months. The Human Resources Director may, on the written recommendation of a department head, extend the probationary period for an additional six (6) months for a maximum period of eighteen (18) months. Firefighter and police officer classification series shall be exempt from this section and will refer to Departmental policies.

When a promotional appointment results from the reclassification of an existing position, these requirements may be waived at the discretion of the Human Resources Director. The need for probation or an evaluation period following transfer, reinstatement, or demotion shall be at the discretion of the department head with the approval of the Human Resources Director.

Employees who are appointed into an interim classification and subsequently promote to the position, shall have their time in the interim assignment credited toward their probationary period. Employees will have their merit date based on the effective date they were placed into the interim

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assignment. In no event shall a newly promoted employee receive an additional increase during the initial 12 months of appointment.

Any leave of absence exceeding five (5) working days shall extend the probationary period equal to the corresponding amount of leave.

5.9.3 COMPLETION OF PROBATIONARY PERIOD

At least twenty (20) days prior to the end of the probationary period, the department head shall submit to the Human Resources Director a performance evaluation indicating whether the service of the probationary employee has been sufficiently satisfactory to justify a regular appointment. A rating of Standard or above shall indicate that the employee has satisfactorily passed probation. A rating of Unsatisfactory shall indicate that the employee has failed probation and the employment will be terminated on or before the expiration of the probationary period. The rating must reflect an evaluation of the full probationary period.

If circumstances arise which cause an interruption of the probationary period to the extent that the employee's performance is rated Below Standard, the department head, after conferring with the employee, may request the Human Resources Director to extend the probationary period for a specified period.

In the circumstances where an employee did not receive written notification of pass or fail on or before the last day of his/her full probationary period, the employee will be deemed to have successfully passed, and will be appointed to the regular position.

5.9.4 REJECTION DURING PROBATIONARY PERIOD

During the probationary period, employees are employed on an at-will basis and may be rejected from employment at any time by the Human Resources Director without cause and without the right of appeal. Notification of rejection in writing shall be served on the probationer and a copy filed with the Human Resources Director.

An employee rejected during the probationary period following a promotional appointment shall be reinstated to the classification from which he/she was promoted if a vacancy exists in such classification, unless the employee is discharged in the manner provided in Chapter 12. If no vacancy exists in the classification from which the employee was promoted, the employee may exercise the displacement procedures set forth in Chapter 8.9.4.

5.9.5 TRAINEE APPOINTMENTS

Trainee appointments are considered transitional assignment positions. As considered appropriate by the City Manager, a position vacancy for which a trainee classification has been established may be filled by a trainee on a limited term appointment to meet the minimum qualifications of the classification for a period not to exceed eighteen (18) months.

A trainee who is subsequently transitioned to a regular position shall be required to serve the probationary period of the regular position after such appointment, and shall be afforded all rights and privileges of a regular employee.

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5.9.6 LENGTH OF TRAINING

The length of the training program shall be one year. Trainees who are appointed at the “A” step of a Trainee class shall be granted a 5% salary increase after 6 months of successful training. No other salary increases shall be granted until the trainee is transitioned into permanent employment. At the end of one year, trainees successfully completing the training period will be promoted to the “A” step of the entry level position and will serve the applicable probationary period. If it is determined by the department head that additional training time is required to assess the abilities of the trainee, the training program may be extended up to a maximum of six (6) additional months.

5.9.7 EVALUATIONS AND PROBATIONARY PERIOD

Trainees shall be given evaluations of their work performance every three (3) months. If at any time during the training period, a trainee is not performing at an acceptable level, the trainee’s supervisor shall inform the trainee of this fact and shall identify specific areas for improvement. If, after a reasonable period of time, improvement is not forthcoming, the trainee may be terminated from the program in accordance with Chapter 5.9.4. Firefighter and police officer classification series and Police Safety classifications shall be exempt from this section and will refer to Departmental policies.

5.9.8 COMPENSATION AND BENEFITS

Trainees shall be compensated in accordance with the City’s Classification and Salary Schedule and shall be afforded all rights and privileges provided to probationary miscellaneous City employees.

5.9.9 SELECTION

Selection of trainees for the program will be based on the following:

- 1) Test Results (written, oral, practical, etc.)
- 2) Departmental Interviews
- 3) Education, Training, and Experience

5.9.10 ELIGIBLE LISTS

Eligible lists shall be established in accordance with Chapter 5.6.

5.9.11 TRANSFERS

Trainees in one classification may apply for transfer to trainee positions in another classification but, if appointed, must serve the one-year training period in the new appointment.

5.10 JOB SHADOWING

Job shadowing allows for the smooth transition of job knowledge from an incumbent who is exiting the organization to the newly hired or promoted replacement candidate.

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A department may hire a replacement candidate, subject to the City Manager's approval, to job shadow an incumbent who has submitted their resignation. For the City Manager to consider this request the following must apply:

- 1) The City has received and accepted a notice of resignation or retirement from the incumbent employee.
- 2) The incumbent employee shall sign an affidavit acknowledging that they are resigning from their position and that they are surrendering their property rights to their position effective with the hire of the employee who is their intended replacement. The signing of this affidavit shall be voluntary. Once the new employee has been hired, the departing employee will not be able to rescind this decision.
- 3) The Department has funds in their "as needed labor" fund to cover the salary and benefits of the new employee.
- 4) This temporary appointment may only last for a maximum of two pay periods.

5.10.1. PROCEDURES

- 1) Department Heads must submit a memo explaining the need for job shadowing and identifying the specific fund that the new employee will be paid from.
- 2) The notice of resignation and the affidavit will also be attached to the memo.
- 3) The request will be reviewed by Human Resources who will make a recommendation to the City Manager to either deny or approve the request.

5.10.2. PROBATIONARY PERIOD

Employees who are hired under this policy will begin their probationary period upon their date of hire and will enjoy all of the benefits provided under the MOU or compensation resolution to which their classification is assigned.

5.10.3. REHIRE OF RETIREES IN SWORN POSITIONS

For sworn positions, PEPRRA allows for the immediate re-hire of sworn retirees when those skills and abilities are needed by the Department. As such, the Police Chief and/ or Fire Chief may rehire a retiree to provide for the transition of duties as described above.

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CHAPTER 6. NEW EMPLOYEE REQUIREMENTS

6.1 NEW EMPLOYEE ORIENTATION

New employees shall report to the Human Resources Department at 8:00 a.m. on the first day of work, unless the Human Resources Director or his/her designee has arranged otherwise.

The Human Resources Director or his/her designee shall be responsible for providing an orientation to acquaint new employees with information regarding salaries, benefits, and basic City-wide policies and to enroll the employee in payroll and benefits systems as applicable.

6.2 LOYALTY OATH

All officers and employees of the City are required by State law to take the an oath of allegiance as set forth in Section 3 of Article XX (20) of the California Constitution before entering into their duties.

6.3 RIGHT TO WORK

Federal regulations require that all applicants who are hired must complete and sign Federal Form I-9, Employment Eligibility Verification Form, and present documents of identity and eligibility to work in the United States.

6.4 FINGERPRINTS AND PHOTOGRAPHS

Any person being considered for or employed in the City Service may be fingerprinted and a fingerprint record check made of each person. The findings shall be reported to the Human Resources Director in the manner prescribed by law. Employees may be photographed for identification purposes.

6.5 EMPLOYEE IDENTIFICATION CARDS

Employee identification cards will be issued at the discretion of the employee's department head. Non-uniformed field employees having regular public contact shall wear their employee identification cards in plain sight. All other employees may carry the cards in a wallet or purse but shall honor a resident request for identification in any job-related context.

The City employee identification card shall be used for job-related purposes only. It is the property of the City and shall be surrendered upon termination of employment.

The employee identification card shall contain the employee's name, job title and photograph, the signature of the employee's department head, the date of issuance, and the City logo.

6.5.1 NEW EMPLOYEES

Upon receipt of a completed employee identification card request form, the Human Resources Department shall prepare and issue the card.

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6.5.2 CHANGES TO CARD

If a new employee identification card is required because of a change of name, job title, department head, etc., a new employee identification card request form shall be completed and forwarded to the Human Resources Department. The Human Resources Department shall schedule a photo appointment for the employee at which time the old identification card shall be turned in.

6.5.3 LOST, STOLEN OR DAMAGED CARDS

In the event that an employee's identification card is lost, stolen or damaged, the employee shall notify his/her supervisor. The supervisor shall notify the Human Resources Department that a replacement card is required by completing and forwarding an employee identification card request form. The employee will be required to pay a \$5.00 fee to the City Treasurer's Office prior to the issuance of a replacement card.

6.5.4. EMPLOYEES LEAVING SERVICE

Upon retirement, resignation, or termination, employees shall surrender his/her identification card to his/her immediate supervisor and/or the Human Resources Department on the last day of employment with the City.

6.6 ANNIVERSARY DATE

The first day an employee reports to work is his/her anniversary date. The anniversary date is used to compute various conditions and benefits described in these Personnel Rules.

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CHAPTER 7. EMPLOYMENT STATUS

7.1 REGULAR EMPLOYMENT

7.1.1 FULL-TIME EMPLOYEES

Full-time employees are employees who are regularly scheduled to work forty (40) hours per workweek. Regular full-time employees are eligible for all benefits currently authorized by the City Council.

7.1.2 PRO-RATA EMPLOYEES

Pro-Rata employees are employees who will work in allocated positions less than forty (40) hours, but no fewer than twenty (20) hours per work week. Pro-Rata employees accrue vacation leave, sick leave, other leaves, and holiday credits on a pro-rated basis based on their assigned workweek.

7.2 EXTRA HELP EMPLOYMENT

Extra help employees are those whose assignments are of limited duration and who work on average fewer than twenty (20) hours per work week. Extra help employees are “at-will” and are not provided any benefits other than those required by state or federal law.

7.3 EXEMPT AND NONEXEMPT EMPLOYMENT STATUS

7.3.1 EXEMPT EMPLOYEES

Exempt employees are those employees, including executive, professional, and administrative employees, who are excluded from the overtime provisions of federal and state law and are not entitled to overtime pay.

7.3.2 NONEXEMPT EMPLOYEES

Nonexempt employees are those employees who are covered by the overtime provisions of federal and state law and entitled to overtime pay.

7.4 AT-WILL EMPLOYMENT

Unless otherwise provided for in the classified plan or by Memorandum of Understanding or written contract adopted or otherwise approved by the City Council, all terms of employment with the City are “at-will.” This means that an employee can be terminated with or without cause, and with or without notice, at any time, at the option of either the City or the employee, except as otherwise provided by law.

7.5 FLEXIBLE STAFFING

7.5.1 POLICY

Position classification series which are to be flexibly staffed shall be so designated in the annual Position Control Resolution adopted by the City Council. A permanent City employee in a

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position classification series designated as “flexible staffing” may be eligible for advancement to the journey level after completing a prescribed period of time at the entry level and demonstrating sufficient knowledge and ability to perform work responsibilities at the journey level. Part-time employees will be required to complete the equivalent number of hours required for full-time employment before becoming eligible for advancement.

It shall be the responsibility of the department to identify, through the budget process, when a position in a classification series which is normally flex-staffed is to remain at the entry level. This provision provides discretion to departments in cases where the work being performed or the need of the department does not require the expertise of a journey level employee. In such cases, the employee shall be advised in writing at the time of employment that the position being filled will not be advanced beyond the entry level.

7.5.2 PROCEDURE

1) Employees in a classification series identified as Flexible staff shall be eligible for advancement to the journey level when the following conditions have been met:

- a) The employee has completed the prescribed time in the entry level position. This information will be verified by the Human Resources Department.
- b) The department head certifies that the employee has obtained and demonstrated the ability to perform the more complex assignments normally associated with journey level work. If an employee has not demonstrated this ability to the satisfaction of the department head, the employee will not be advanced to the journey level position. In such cases, the employee’s immediate supervisor shall meet with the employee to identify specific areas of work responsibilities which require improvement in order for the employee to be advanced to the journey level. A formal performance evaluation shall be submitted to the Human Resources Department.

It is the obligation of the department head to recommend advancement only for those employees who are satisfactorily performing at the journey level. Advancement is not automatic and should not be considered routine just because an employee has completed the prescribed time at the entry level.

2) Normal City appointment procedures shall be followed to make a “flexible staffing” appointment. The Human Resources Department shall advise the operating department at least thirty days before an employee is eligible for advancement under the flex-staffing concept. Departments shall submit a Personnel Action Form for each affected employee and attach a memorandum with appropriate rationale for the recommendation to advance the employee to the journey level position. The memorandum shall include information such as past work history, current work performance, work assignments, adherence to City policies and procedures and any other pertinent information. A memorandum which only indicates that an employee has completed the prescribed time at the entry level and is therefore being recommended for advancement will not be acceptable.

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- 3) Advancement under the “flexible staffing” concept shall be considered a promotion and employees so advanced shall be granted a minimum of a five percent salary increase or be moved to the bottom of the new salary range, whichever is greater.

7.6 USE OF TEMPORARY EMPLOYEES

7.6.1 DEFINITIONS OF TEMPORARY APPOINTMENTS

For the purpose of this policy statement, the following types of appointments are defined as temporary:

7.6.1.1 Appointments to Vacant Permanent Positions

Temporary appointments to vacant authorized positions shall be limited to either 960 hours in a fiscal year or 5 months, whichever is less. The appointment shall end when an eligibility list is established by the Human Resources Department and a permanent employee is hired.

7.6.1.2 Appointments to Filled Authorized Positions

Temporary appointments to permanently-filled, authorized positions may be approved when the incumbent employee is on authorized leave (e.g., injury leave, vacation leave, sick leave, etc.), subject to budget limitations. Generally, temporary appointments will not be approved for less than one day.

7.6.1.3 Seasonal Appointments

Temporary appointments may be made on a recurring basis for seasonal programs (e.g., Summer Recreation Programs and Summer Youth Employment).

7.6.1.4 Year-Round Appointments

Temporary appointments may be made to fill temporary positions authorized in the budget (e.g., Student Trainee, Interns, Recreation Leaders, Library Pages, etc.).

7.6.1.5 New Assignments or Unforeseen Fluctuations

Temporary appointments may be authorized to complete a responsibility or project not previously identified or to accommodate unforeseen fluctuations in workload which necessitate the use of additional limited term staff.

7.6.1.6 Emergency Appointments

Temporary appointments may be authorized to meet the immediate requirements of an emergency condition such as extraordinary fire, flood or earthquake, which threatens public life or property. Such appointments will be limited to five days.

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7.6.2 PROCEDURES

7.6.2.1 Approval of Request

When a department head determines that the use of a temporary employee is essential to the operation of the department, a memo requesting to fill a vacant position with a temporary employee will be completed and forwarded to the City Manager for approval. The request will specifically identify the following:

- 1) An explanation of the need for the temporary appointment, (e.g., vacant position, employee on extended absence, etc.);
- 2) The responsibilities of the temporary employee and the job duties to be accomplished;
- 3) The temporary employee's immediate supervisor and the work site location;
- 4) The funding source from which the temporary employee's salary will be paid and confirmation that the temporary employee's salary can be paid through the department's budget;
- 5) The specific number of work hours for the particular project and the temporary employee;
- 6) The first and last dates of employment for the temporary employee; and
- 7) The total cost estimate for the temporary appointment.

7.6.2.2 Certification and Selection

- 1) The Human Resources Department shall be responsible for coordinating the certification and selection of temporary employees with the appointing department. Except for emergency appointments, all temporary appointments must be filled by candidates who meet the minimum requirements of the position as determined by the Human Resources Department. Appointing departments shall not contact potential candidates before meeting with a representative of the Human Resources Department.
- 2) To the greatest extent possible, temporary Student Trainee appointments will be made from eligible candidates.
- 3) After the appointing department has made a selection from a list of eligible temporary candidates, an appointment form must be completed and approved by the City Manager before the employee can be hired.

7.6.2.3 Extension of Temporary Appointments

Temporary appointments shall be limited to the specific dates/hours approved by the City Manager and shall not be extended without his/her written approval.

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7.6.3 COMPENSATION

The Human Resources Department and the appointing department will screen all applicants for temporary positions to determine the appropriate level of compensation. It is anticipated that the majority of appointments made will be at the “A” step of the salary range for the position.

Compensation for Temporary appointments including “Out-of-Class” Interim assignments will occur fourteen (14) days after the start of the approved assignment and in conjunction with the start of the pay period.

7.6.4 EXEMPTIONS

The City Manager may exempt a temporary appointment from the provisions of this policy at any time should the City Manager determine that such exemption is warranted by extraordinary circumstances or operating requirements

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CHAPTER 8. CHANGES IN EMPLOYMENT STATUS

8.1 TRANSFER

Upon approval by the Human Resources Director, an employee may transfer or be transferred from one position in a class to a vacant position in the same class or comparable classes with the same maximum pay. An employee may not be transferred to a position for which he/she does not meet the minimum qualifications. Transfers shall not be used to effectuate a promotion, demotion, advancement, or reduction, each of which may be accomplished only as provided in the Personnel Rules.

Transfers may be made under the following conditions:

- 1) In the event that one department is deemed to be over-staffed and another department is in need of employees of the same classification, a transfer may be affected.
- 2) When a classified employee takes an examination for a position of a higher classification and has been selected from the eligible list as a successful candidate for such higher classification, a transfer can be affected from the old position to the new. Such transfer will not affect the employee's earned privileges in regard to the employee's tenure of service.
- 3) Transfer may be effected in special cases where it is apparent that the qualifications of one employee makes him/her better suited for another position of the same general classification level and such transfer is agreeable with the responsible department head.

Upon transfer, employees will retain any earned benefits or seniority within the class.

8.2 PROMOTION

Insofar as practicable and consistent with the best interests of the City, vacancies will be filled by promotion from within the competitive service after a promotional test has been given and a promotional list established as described in Chapter 5.6. Only current regular employees who meet the minimum qualifications specified in the job announcement and have successfully completed their initial probation period may apply for a promotional position opening. The beginning base wage for promotions shall be the next highest step on the applicable step range or, shall place the employee at the bottom of the range of the position into which the employee is promoted, or the next higher step allowing the employee a five (5) percent increase in pay.

8.3 DEMOTION

Upon written recommendation of the department head, the Human Resources Director may demote an employee where an employee requests it, where an employee's ability to perform the required duties falls below standard, or for disciplinary purposes. No employee shall be demoted to a class for which the employee does not possess the minimum qualifications. Notice of the demotion shall be given to the employee at least ten (10) business days prior to the effective date of demotion. Any employee who has been demoted shall be entitled to receive a written statement of the reasons for the action. Disciplinary demotion actions shall be taken in accordance with Chapter 12.

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In the event that an employee is demoted as a result of staffing reductions within the higher classification, the demoted employee will not lose competitive service eligibility to return to the original position if and when the department resumes its original staffing capacity, consistent with Chapter 8.9.6.1.

If they so desire, affected employees may meet with the Human Resources Director before the demotion is approved.

8.4 SUSPENSION

A department head, in consultation with the Human Resources Director, may suspend an employee from a position at any time for cause. Suspension without pay shall not exceed thirty (30) working days. Exempt employees shall be suspended without pay in increments of no less than one (1) regular workweek, except for safety or security violations. An employee may be placed on administrative suspension with pay pending resolution of an investigation that may result in discipline. During suspension, employees shall not be entitled to use accrued vacation, sick leave, or other leave. Disciplinary suspension actions shall be taken in accordance with Chapter 12. Report of any suspension should be made to the Human Resources Director immediately.

8.5 DISCHARGE

With the approval of the City Manager and Human Resources Director, a department head may discharge an employee at any time; however, if the probationary period has been completed and the employee is a permanent employee in the competitive service, the discharge must be for cause. Disciplinary discharge action of permanent employees in the competitive service shall be taken in accordance with Chapter 12. At-will employees may be discharged at any time and for any reason, with or without just cause.

8.6 RESIGNATION

Employees may resign at any time by submitting written notice to the department head at least two (2) weeks in advance of the effective date of resignation, unless the City and the employee mutually agree to a shorter notice period. Failure of the employee to give the required notice shall be entered on the service record of the employee and may be cause for denying future employment by the City. All resignations must be filed by the department head on the form provided by the Human Resources Department and forwarded to the City Manager by way of the Chief Financial Officer for verification of leave record.

Upon resignation, the employee shall forfeit all seniority and employment privileges allowed by the Personnel Rules. Any person resigning can be re-employed only after following the reinstatement procedures in Chapter 8.8 or by complying with the recruitment process like any other applicant.

8.7 JOB ABANDONMENT

An employee who is absent for more than three (3) consecutive work days without reporting the absence to his/her supervisor, or who fails to return from a leave of absence upon expiration of the leave, shall be considered to have voluntarily terminated his/her employment with the City.

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8.8 REINSTATEMENT

An employee who has resigned from City service in good standing may apply for reinstatement within one (1) year of his/her resignation to the position he/she left, if vacant, by means of a written request. If the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation at the same or in a lower salary range as paid at the time of resignation. Such employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.

This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an “at-will” basis.

8.9 LAYOFF

8.9.1 DEFINITION

Layoff is defined as the separation of employees from the active work force due to lack of work or funds, organizational or duty changes, or the elimination of positions by the City Council. The Human Resources Director shall designate the number and positions for layoff as approved by the City Council.

8.9.2 ORDER OF LAYOFFS

In the event of the need for layoffs, employees will be laid off in the following order:

- 1) Temporary
- 2) Probationary, part-time
- 3) Regular, part-time
- 4) Probationary, full-time
- 5) Regular, full-time

Layoff shall be based on seniority in class, which shall be defined as the employee’s total continuous time of regular and probationary employment in the class in which employed. Total continuous time shall include military leave in accordance with State law. In the event two (2) employees have identical seniority, the employee who had the highest ranking on the employment list for the position currently held shall have precedence. In the absence of an employment list, the layoff will be determined by the employee with the least favorable performance evaluation. No probationary or regular employee shall be laid off while any temporary employee occupies a position in the same class. The Human Resources Department shall provide seniority lists to employee representatives before layoff notices are prepared.

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8.9.3 NOTICE TO EMPLOYEES

Employees shall receive written notice (to be hand-delivered by the department management whenever possible) of layoff a minimum of thirty (30) calendar days prior to the date of expected layoff. Similar notice shall be provided to any affected recognized employee organizations representing the affected classes. With such notice, the employee shall be informed of the procedure to be followed and the rights to which he/she is entitled.

8.9.4 DISPLACEMENT

A full-time regular or probationary employee who is laid off from his/her classification shall be entitled to displace another employee with less seniority in an equal or lower paying classification within the representation unit for which he/she meets the minimum qualifications and in which he/she has held prior regular status. To successfully displace another employee, an employee must be fully qualified, trained, and capable of performing all work in the new classification. Regular part-time employees may not displace regular full-time employees. When minimum qualifications have increased, the Human Resources Director may temporarily waive the increased requirements if (i) previous successful performance in the applicable classification is documented and (ii) the employee meets the increased requirements within a reasonable time following appointment to the new class.

The seniority in the new class of a laid off employee who has successfully displaced another employee shall be based on total actual time in service in the class. Employees identified for layoff who have displacement rights to equal or lower paying classifications must declare their intention to exercise these rights at least twenty (20) calendar days prior to the effective date of the layoff, otherwise displacement rights will automatically terminate. Employees in classifications of another bargaining unit may not be displaced. Employees laid off as a result of another employee's exercise of displacement rights shall not be entitled to an additional thirty (30) calendar day notice of layoff; the minimum notice to such employees shall be fourteen (14) calendar days.

An employee who is displaced to another classification shall be assigned to a pay step in the current range of the new classification that represents the least loss in base pay. An employee displaced to a position in the same classification shall retain the same base pay.

8.9.5 BENEFITS FOLLOWING LAYOFF

In the event of layoff, a full-time regular or probationary employee may participate in COBRA. Agreement by the employee to pay premiums must be in writing and by a method agreeable to the Chief Financial Officer. Other benefits such as workers' compensation and unemployment insurance shall cease on the last day of payroll. Leave accruals will cease on the last day of payroll. For retirement eligibility information, employees should contact CalPERS.

Payment for unused vacation and/or leave time shall be made in a lump sum upon layoff, in accordance with relevant MOU or State Law.

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8.9.6 REEMPLOYMENT

8.9.6.1 Reinstatement Lists

An employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification shall be first offered to demoted employees on this reinstatement list and next to employees who have separated from City service in good standing consistent with Chapter 8.3.

An employee's name shall remain on the reinstatement list for a period of two (2) years from the date of demotion.

This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at-will" basis.

8.9.6.2 Reemployment Lists

An employee who has been laid off shall have his/her name placed on a reemployment list for classifications in which the employee previously held and for classifications at the same or lower salary range for which the employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to employees on the reemployment list after employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

An employee's name shall remain on the reemployment list for a period of two (2) years from the date of layoff.

This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at-will" basis.

8.9.6.3 Notice of Reemployment

The City shall send notice of reemployment by certified mail to the last address of record, but has no responsibility to attempt to trace an employee if such notice is not delivered by the Post Office. It is the responsibility of the employee who has been laid off to keep the City informed of his/her current address and telephone number. Employees have nine (9) working days from the mailing date in which to notify the Human Resources Director of the employee's intention to return to a position offered. If at the end of nine (9) working days from the date of mailing, no response has been received from the laid off employee, the employee forfeits any rights to that position and the City shall fill positions in the following order:

- 1) The laid off employee next in line for recall, if available for work, until the reemployment list is exhausted, and then;
- 2) By the normal recruiting process.

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If an employee on layoff refuses an offer of reemployment, the employee shall forfeit the right to remain on the reemployment list.

In order to expedite the reemployment process, the City may notify more than one employee simultaneously, indicating the order of priority to each person.

The right to reemployment is contingent upon the ability of the employee to meet the physical and other requirements of the position to which the employee is being recalled.

8.9.6.4 Probation

A probationary period of the length usually required for that class shall be required for an employee reemployed in a classification not previously occupied. All provisions for probationary employees shall apply except in the case of rejection of reemployment the employee's name would remain on the reemployment lists for other classes.

8.9.6.5 Anniversary Date

Layoff time which exceeds thirty (30) calendar days shall cause the anniversary date of the employee to be adjusted commensurate with the length of absence from paid status.

8.9.6.6 Restoration of Benefits

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored: seniority at time of layoff for purposes of determining step increases, annual leave accrual, and future layoff priority.

8.9.6.7 Salary upon Reemployment

Base wages paid to an employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step the employee held at the time of layoff. If the employee chooses to be reemployed in a classification that has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff.

8.9.7 EXCEPTION

The Human Resources Director may approve deviations from seniority in layoffs, or demotion in lieu of layoff, in those cases where, because of the specifics or unusual demands of a given position, the application of seniority alone would result in the assignment and retention of employees without special skills and/or training to maintain a satisfactory level of performance within a reasonable training time.

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CHAPTER 9. WORK HOURS AND COMPENSATION

9.1 CORE BUSINESS HOURS

Employees who work in departments with 24-hour operations are excluded from this section.

All employees are expected to be on-site during core business hours, 9:00 a.m. to 5:00 p.m., regardless of their status as exempt or non-exempt employees. With prior Department Head approval and consistent with the needs of the Department, flexibility in start and end times may be allowed as long as the work schedule includes core business hours, and for fulltime employees is 40 hours per week.

City office hours are 8:00 a.m. to 6:00 p.m., Monday through Thursday, and 8:00 a.m. to 5:00 p.m., Fridays, with City offices being closed on alternating Fridays.

Core business hours will vary in 24-hour operations and other specific City operations that require different core business hours for service delivery purposes. Any variances in core business hours shall be approved in advance by the City Manager or a department head if authorized by the City Manager.

9.2 DEFINITION OF WORKWEEK

The workweek for employees in a full-time position is forty (40) hours.

9.3 WORK SCHEDULES

The City may establish and modify work schedules for all employees based on operational necessity to provide services to the public. The City's current work schedules include, but not limited to:

- 1) Nine-Eighty (9/80) Schedule: 8 shifts of 9 hours and 1 shift of 8 hours, for a total of 80 hours over the two-week pay period.
- 2) Four-Ten (4/10) Schedule: 4 shifts of 10 hours, for a total of 40 hours per week and 80 hours over the two-week pay period.
- 3) Three-Twelve (3/12) Schedule: 3 shifts of 12 hours with an extra 8 hour shift every other week, for a total of 80 hours over the two-week pay period.
- 4) Flex Schedule: Dependent on operational needs and prior approval of the Department Head, employees may be approved to work a flexible schedule.

Non-Exempt employees: When an employee is assigned to a flexible schedule the Department Head or Manager will discuss and schedule the employee's work hours at a minimum of one pay period in advance of the employee working the schedule. All permanent changes in work schedules shall be documented in writing. The schedule will be drafted to provide forty (40) hours worked within the work week. Employees on this

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type of schedule may be required to work weekend, nights, and extended hours.

Exempt employees: A flex schedule is not intended to be an hour- for-hour trade of time for exempt employees, but rather is intended to provide some flexibility in instances where management employees have worked an extraordinary amount of hours within a pay period. Such flexing of the schedule will occur within the same pay period or the pay period after the one in which the additional hours were worked. The additional hours worked should be reflected on the time sheet so that at a minimum, the time sheet accurately depicts a minimum of forty (40) hours worked for each of two (2) payroll periods that includes the current and subsequent pay periods.

9.4 PUNCTUALITY AND ATTENDANCE

Employees must be in attendance at their work locations during the hours assigned by the City Manager. Any unauthorized absence may be cause for disciplinary action, up to and including termination. Employees are responsible for the management and appropriate use of their leave balances.

Except in extraordinary circumstances, an employee who is unable to report for work at the beginning of his/her established workday or shift must notify his/her immediate supervisor or his/her designee with as much notice as possible before commencement of the shift.

9.5 TIMESHEETS

Employees are required to record all hours worked and leave taken on City provided timesheets. This provision applies to both exempt and non-exempt employees. Employees shall be required to sign their timesheets, and timesheets of employees who report to them, under penalty of perjury and may be subject to discipline in the event that they sign an inaccurate timesheet.

9.6 RECORDING OF TIME BY EXEMPT EMPLOYEES

Exempt employees are required to record all hours worked and leave taken on City provided timesheets. Consistent with the principles of public accountability, exempt employees who do not work during established core business hours must utilize accrued paid leave time for such shortfall in hours unless approved for flex time in advance by his/her Department Head. For example, if an exempt employee begins work at 10 a.m., he/she is required to use two (2) hours of accrued paid leave time unless prior approval has been received to flex their time consistent with the flex time policy.

9.7 BREAKS

9.7.1 MEAL PERIOD

Employees who work over five (5) hours in a day are provided with an unpaid meal period of at least thirty (30) minutes after every five (5) hours worked.

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9.7.2 REST PERIOD

Employees are provided with a fifteen (15) minute paid rest break for every four (4) hours worked. Rest periods should be taken midway through their shift and may not be combined.

9.7.3 LACTATION ACCOMMODATION

Employees who wish to express breast milk at work are entitled to a reasonable amount of break time to do so. If possible, such break time will run concurrently with the employee's paid rest period. Unless it runs concurrently with an employee's paid rest period, break time to express milk is unpaid. The City will provide all employees desiring to express breast milk at work with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area. An employee may use her normal work area if it allows the employee to express milk in private.

9.8 PAY PERIODS

There are twenty-six (26) pay periods per calendar year, with each pay period covering fourteen (14) consecutive calendar days.

9.9 PAYDAY

The payroll checks for each pay period shall be issued to authorized representatives of City departments not later than 11:00 a.m. on the Friday following the end of each bi-weekly pay period. In cases where the Friday pay day would fall on a holiday, payroll checks shall be issued before the end of the prior workday.

9.10 SALARY PLAN

9.10.1 PREPARATION OF PLAN

The Human Resources Director shall prepare a pay plan for each class of executive position and standard position in the City Service showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration shall be given to, among other things, prevailing rates of pay for comparable work in comparable jurisdictions, current costs of living, suggestions of department heads, and the City's financial condition and policies.

9.10.2 SALARY SCHEDULES

A salary plan in which each executive and standard classified position is assigned a salary schedule number with a concomitant salary range shall be prepared annually.

Each "T" schedule and "M" schedule classification shall be assigned a minimum and a maximum salary level without designated intermediate levels or steps.

All other positions shall be assigned a minimum and a maximum salary level with a series of intermediate levels.

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9.10.3 SALARY UPON EMPLOYMENT

When an appointment is made to a budgeted position, the starting pay will normally be the minimum rate set forth in the applicable salary range and advancement to rates greater than the minimum rate shall be within the limits of the salary range for the applicable classification.

In exceptional cases after reasonable effort has been made to obtain employees for a particular class at the minimum rate, employment of individuals who possess special qualifications higher than the minimum qualifications prescribed for the particular class may be authorized at a higher rate than the minimum upon recommendation from the department head with the approval of the City Manager. In no event shall an individual's salary rate exceed the maximum limit of the salary range for the applicable classification.

9.10.4 WAGES FOR TEMPORARY AND PART-TIME EMPLOYEES

Temporary and part-time employees shall be paid on an hourly basis for hours actually worked, subject to the overtime provisions of the Fair Labor Standards Act, which, if applicable, provides for overtime compensation for hours worked in excess forty (40) per workweek.

Unrepresented temporary and/or part-time employees who are employed in classifications that are represented shall be paid on the same salary scale as listed for the represented employee in the same class. Any such employee in a class having a monthly salary rate shall be paid an hourly rate that is converted from the monthly salary for that class.

9.10.5 WAGES FOR EXEMPT EMPLOYEES

Employees in classes that have been deemed "exempt" shall not be entitled to payment or compensatory time off for overtime as provided for in the rules and regulations of the Fair Labor Standards Act. Exempt employees are still subject to the requirements related to recording of time worked and time spent on paid leave set forth in Chapter 9.6.

In accordance with the rules and regulations of the Fair Labor Standards Act, the base salary of exempt employees shall not be reduced due to variations in the quality or quantity of the work performed. Any reduction in wages that are a result of discipline will comply with the Fair Labor Standards Act.

9.10.6 WAGE COMPUTATION IN CASE OF ABSENCE WITHOUT PAY

When an authorized leave of absence without pay has been taken, the wage will be computed on the basis of the actual number of hours worked times the hourly rate. The hourly rate shall be determined by using the annual salary amount for each salary range and step divided by the total annual hour's requirement of 2,080 hours.

9.11 MERIT INCREASE

Eligible full-time employees who are initially appointed to "Step 1" of the salary range in effect for the applicable class will be granted a merit increase to the next higher step in the pay range

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after completing six (6) months of actual service and receiving a satisfactory performance evaluation.

Employees who are at “Step 2 ” of the salary range or higher shall receive a merit increase to the next higher step after completing each twelve (12) months of full time service which is equivalent to 2,080 hours, and receiving a satisfactory performance evaluation, until the top step of the pay range is reached.

Regular part-time employees are entitled to merit increases after completing at least twelve (12) months of full time service (2080 hours) in each step of the range and receiving a satisfactory performance evaluation.

An employee shall not receive a merit increase beyond the maximum step established for the job classification.

Merit increases shall be effective on an employee’s anniversary date (six (6) months after initial appointment to the classification at Step 1 and every twelve (12) months after that), regardless of the date of the performance evaluation.

In the event that an employee receives an unsatisfactory performance evaluation, any applicable merit step increase shall be withheld. The employee shall be counseled and reevaluated every thirty (30) calendar days of actual service until a satisfactory evaluation is achieved. Once the employee receives a satisfactory evaluation, the date of that evaluation shall become the employee’s new evaluation date, and a merit increase, if applicable, shall be granted as of the new evaluation date. An employee who does not achieve a satisfactory evaluation within a reasonable period shall be subject to disciplinary proceedings up to and including termination.

9.12 OVERTIME

9.12.1 ELIGIBILITY

Employees who are not designated as “exempt” for purposes of the Fair Labor Standards Act shall be eligible to receive overtime payment if an employee is required by his/her supervisor to work in excess of forty (40) hours in a single workweek. Exempt employees are not eligible for overtime pay.

9.12.2. OVERTIME PAY

Overtime compensation shall be paid at one-and-one half (1 ½) times the employee’s regular rate of pay, which includes base wages, longevity pay, confidential pay and educational incentive pay, as applicable.

9.12.3. COMPENSATORY TIME OFF

Employees who are not designated as “exempt” for purposes of the Fair Labor Standards Act may elect to receive compensatory time off in lieu of payment for overtime worked. Such employees shall accrue compensatory time off at the rate of one-and-one half (1 ½) hours for each overtime hour worked, up to a maximum accumulation of eighty (80) hours. Employees must request

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compensatory time off in lieu of overtime pay at the time the overtime is worked. Any compensatory time off accruals in excess of eighty (80) hours will be cashed out automatically during the month of July.

9.12.4. AUTHORIZATION OF OVERTIME

An employee is not allowed to work overtime unless his/her supervisor has pre-authorized the work. A supervisor may authorize or require overtime at his/her discretion. Overtime may be authorized for situations such as:

- 1) Operating emergencies;
- 2) Handling peak workloads or incomplete work when it is not possible or practical to employ additional personnel;
- 3) Attending meetings connected to City business outside of regular work hours;
- 4) Meeting temporary conditions when the City is unable to secure qualified personnel to fill positions authorized by the City Council and filled by the City Manager;
- 5) Other occasions as deemed necessary in the judgment of the responsible Supervisor.

Working overtime without prior authorization is grounds for discipline up to and including termination.

9.13 BILINGUAL PAY

To establish guidelines and procedures for implementing the bilingual pay provisions of the Personnel Rules and Regulations and memoranda of understanding.

9.13.1 CRITERIA

The following criteria shall be used in evaluating a bilingual pay request:

- The employee's assigned position must involve regular and frequent use of bilingual skills in oral communication. Regular and frequent means using the skill on the average of at least once per workday. An employee who has bilingual skills is not automatically entitled to bilingual pay. The department director shall designate the skill as essential to the department's operations.
- The employee must be fluent in English and Spanish.
- The total number of positions for which bilingual pay will be approved shall generally be limited to two positions per division.
- An exception may be considered for divisions where bilingual services must be provided beyond the customary eight-hour workday or five-day workweek.

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9.13.2 PROCEDURES

- 1) The employee's supervisor shall complete a bilingual pay form if the employee is eligible to receive bilingual pay.
- 2) The Human Resources Department shall conduct a bilingual skills examination to determine that the employee is fluent in English and Spanish.
- 3) Where several employees are equally eligible, the department director may rotate the bilingual pay benefit on a semiannual basis.

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CHAPTER 10. RETIREMENT BENEFITS

10.1 RETIREMENT DEFINITION

For purposes of participating in City of Oxnard Benefit programs, a “retired City employee” is defined as one eligible to receive an annuity from the Public Employees’ Retirement System (PERS) at the time of termination from active service with the City. The retirement annuity may be for either service or disability.

10.2 PARS CONTRIBUTION

City shall provide to all eligible miscellaneous employees Public Agency Retirement System (PARS) supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.

Employees hired on or after January 1, 2013, who are “new members” as defined in PEPR, including “classic” employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

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CHAPTER 11. PERFORMANCE EVALUATIONS, PERSONNEL FILES

11.1 PERFORMANCE EVALUATIONS

11.1.1 RATING PERIOD

Employees shall be evaluated at completion of probationary period and annually thereafter

11.1.2 EVALUATION PROCEDURE

The Human Resources Department will notify Supervisors when an employee performance evaluation is due and will follow-up to ensure that the evaluation is completed as required.

All performance evaluations shall be completed and forwarded to the Human Resources Director as soon as practicable following the employee's evaluation date. Evaluations shall be on forms and in the manner prescribed by the Human Resources Director.

Upon completion of the performance evaluation, eligible employees who receive satisfactory evaluations shall receive a merit increase to the next higher step in the applicable pay range, until the highest step is reached as set forth in Chapter 9.10. Eligible employees who receive unsatisfactory evaluations shall be subject to continuing evaluations and possible discipline as set forth in Chapter [9.11].

11.1.3 PERFORMANCE IMPROVEMENT PLANS

At any time when performance problems exist, employees may be placed on Performance Improvement Plan for a period of three (3) months. If, after three months on a Performance Improvement Plan, the employee has not attained satisfactory performance, the Performance Improvement Plan may be continued for another period of three (3) months. If, after six months on a Performance Improvement Plan, an employee has still not attained overall satisfactory performance, the employee may be subject to discipline up to and including termination.

Performance Improvement Plans are not considered discipline and are not to be used as discipline. However, placement of an employee on a performance improvement plan does not prevent the City from commencing any discipline procedures at any time.

All supervisors shall inform the Human Resources Director in writing of all cases in which an employee is placed on a Performance Improvement Plan.

11.2 PERSONNEL FILES

11.2.1 PERSONNEL FILES

The Human Resources Department shall maintain a personnel file for each employee. Personnel files shall contain information regarding class title, salary, changes in employment status, disciplinary actions, and other pertinent employment information. Personnel files are the property of the City. They will be maintained in a secure place and monitored by the Human Resources

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Director or his/her designee, who will determine access to the files. An employee, or the employee's representative with written consent of the employee, is entitled to review his/her personnel file with adequate advance notice to the Human Resources Director or his/her designee.

11.2.2 MEDICAL INFORMATION

All medical information about an employee or applicant shall be kept in a separate file from the personnel file and treated as confidential, in accordance with applicable state and federal law. Access to employee or applicant medical information shall be granted only where permitted or required by law, subpoena, or court order. In the case of an employee with a disability, managers and supervisors may be informed only of necessary restrictions on the work or duties of the employee and necessary accommodations.

11.2.3 RECORDS RETENTION

Records of employees may be destroyed after five (5) years from the date of the employee's separation from City service. Records relating to persons who were never in the employ of the City, including correspondence, applications, examinations and reports, may be destroyed after three (3) years.

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CHAPTER 12. DISCIPLINE

12.1 GROUNDS FOR DISCIPLINE

Employees may be disciplined for reasons which include, but are not limited to, the following:

- 1) Excessive absenteeism, tardiness, or absence without authorized leave;
- 2) Incompetence, inefficiency, or neglect of duty;
- 3) Being under the influence of alcohol, drugs, or other intoxicants while on duty;
- 4) Dishonesty;
- 5) Falsification of time sheets or any official City records;
- 6) Fraud in securing employment or making a false statement on an application for employment;
- 7) Disclosure of confidential information to an unauthorized source;
- 8) Negligent damage to or waste of public property, equipment or supplies; or unauthorized use of public property, supplies or equipment for personal or private purposes;
- 9) Insubordination, which shall mean refusal or failure to follow a direct lawful order which the employee is capable of following;
- 10) Discourteous or disrespectful treatment of the public, other employees, or City officials;
- 11) Improper political activity;
- 12) Improper acceptance of an individual gift, reward, or other form of remuneration from a private source for the performance of official duties;
- 13) Conviction of any felony or misdemeanor in accordance with Council policy. A plea or verdict of guilty, or a plea of nolo contendere, is deemed to be a conviction within the meaning of this section;
- 14) Conduct either during or outside of duty hours, to the extent authorized by law, which damages the City or its reputation; and
- 15) Violation of these Personnel Rules or any other rule, regulation, resolution, ordinance, or policy.

12.2 LEVELS OF DISCIPLINE

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The following types of disciplinary actions are available to the Human Resources Director to address performance and misconduct issues. The Human Resources Director will attempt to match the disciplinary action to the severity of the employee misconduct; however, the Human Resources Director reserves the right to impose any disciplinary action, up to and including termination of employment, at any time.

12.2.1 ORAL COUNSELING

Oral counseling is an oral discussion between an employee and his/her supervisor where the supervisor communicates his/her concerns regarding the employee's performance or misconduct. Oral counseling may involve warning the employee of consequences for not addressing the supervisor's concerns.

12.2.2 WRITTEN REPRIMAND

Written Reprimand is a letter communicating a supervisor's concerns regarding the employee's performance or misconduct. A Written Reprimand may include a warning of consequences for not addressing the supervisor's concerns.

12.2.3 SUSPENSION

Suspension is the temporary separation from City Service without pay for disciplinary purposes. Suspension of non-FLSA-exempt employees may be in any increment in the discretion of the Human Resources Director. Suspension of FLSA-exempt employees shall comply with State and Federal Law.

12.2.4 DEMOTION

Demotion is the movement of an employee from one position to another that has a lower maximum rate of pay. The Human Resources Director may demote an employee whose performance of his/her required duties is below standard or for other disciplinary purposes. Non-disciplinary demotion may also be made to a vacant position in lieu of layoff. No employee will be demoted to a position for which he/she does not possess the minimum qualifications.

12.2.5 TERMINATION

The Human Resources Director may discharge an employee when his/her performance of required duties is below standard or for other disciplinary reasons. Employees who are employed on at "at-will" basis may be terminated at any time for any reason.

12.3 PROCEDURES FOR TAKING DISCIPLINARY ACTION

When required, the City will abide by the following disciplinary procedures:

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12.3.1 NOTICE OF INTENT TO DISCIPLINE

Notices of intent to discharge, demote, or suspend for three (3) days or more shall be served in person or by certified mail on the employee and the employee's Union, if applicable. The notice shall include:

- 1) A statement of the nature of the disciplinary action;
- 2) The effective date of the action;
- 3) A statement of the cause thereof;
- 4) A statement of the act or omissions upon which the causes are based;
- 5) A statement of the employee's right to respond to the charges, either orally or in writing, prior to the action becoming effective; and
- 6) A statement advising the employee of the right to Union representation, when applicable.

The Notice shall be accompanied by all documentation upon which the City relied in determining the need for disciplinary action.

12.3.2 EMPLOYEE RESPONSE/SKELLY MEETING

The employee may respond to the Notice of Intent to Discipline either in person or in writing. If the employee elects to respond in writing, the employee or his/her representative must file the response within ten (10) business days after service of the Notice of Intent to Discipline. If the employee elects to respond in person, the employee or his/her representative must request a meeting with the department head within ten (10) business days after service of the Notice of Intent to Discipline. The department head shall hold a meeting with the employee within twenty (20) business days of the employee's request.

12.3.3 NOTICE OF DISCIPLINE

If, after the employee's written response or Skelly Meeting, the department head determines that discipline is warranted, the department head shall issue a written Notice of Disciplinary Action within ten (10) business days after either the filing of a written response or the date of the Skelly Meeting. If the employee did not file a written response or request a Skelly Meeting, the department head shall issue a Notice of Disciplinary Action within twenty (20) business days after the service of the Notice of Intent to Discipline.

The notice shall:

- 1) Be delivered in person or by certified mail.
- 2) State the action to be taken and the date of implementation.

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- 3) State the specific grounds and particular facts upon which the action is taken.
- 4) State that the employee's response has been received and duly considered, or state that the employee did not reply if such is the case.
- 5) Advise the employee of his/her appeal rights provided by the Personnel Rules or the applicable Memorandum of Understanding.

The department head shall furnish a copy of the Notice of Disciplinary Action to the Union and appropriate representative if applicable.

12.4 APPEALS PROCESS

In the event an employee feels that the discharge, demotion, or suspension for three (3) days or more is unjust, the employee or his/her representative may appeal the action to the Human Resources Director. An appeal of the Notice of Disciplinary Action must be in writing and must be filed with the Human Resources Director within ten (10) business days of the date of service of the Notice of Disciplinary Action. The Human Resources Director or his/her designee shall hold an appeal meeting within twenty (20) business days of service of the appeal. The Human Resources Director shall issue his/her decision within ten (10) business days after the appeal meeting. The Human Resources Director's decision shall be final and binding.

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CHAPTER 13. GRIEVANCE PROCESS

13.1 SCOPE

In the absence of an applicable Memorandum of Understanding that includes a grievance procedure, the procedure set forth below shall apply. In addition, employer/employee relation matters for which a specific method of review is provided by law or by these Personnel Rules are not within the scope of this policy.

13.2 DEFINITIONS

- 1) “Day” means business day.
- 2) “Department” means the Human Resources Department
- 3) “Grievance,” for the purposes of this section, means an allegation by an employee that he/she has been adversely affected by an alleged violation of a current Memorandum of Understanding or of these Personnel Rules.
- 4) “Immediate Supervisor” means the individual who has been designated by the department head as the person responsible for first step grievances.

13.3 PRESENTATION OF GRIEVANCES

An employee may initiate a grievance with or without an employee organization representative. The Department shall notify an employee if it is known that there is any limitation on the Department’s ability to handle or process a grievance. The Department has a responsibility to provide an employee with all necessary information regarding how to process a grievance.

Employees are assured freedom from reprisal for using this grievance procedure. An employee who has initiated a grievance, or assisted another employee to initiate and/or process a grievance, shall not in any way be coerced, intimidated, or discriminated against.

An employee and/or the employee’s representative may use a reasonable amount of work time in presenting a grievance. However, no employee shall be absent from the assigned workplace without first being excused by his supervisor.

13.4 TIME LIMITS

Grievances must be presented within ten (10) days from the date on which the employee knew or should have known of the event giving rise to the grievance.

If any employee fails to take any action discussed in this procedure, including submission of the initial grievance or appeal from one step to the next step, within the time limitation established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subjected to further appeal or reconsideration.

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If the grievant does not receive a response within the prescribed time limits, the grievance automatically goes on to the next step.

Any level of review or any time limits may be waived or extended by mutual written agreement of the parties concerned.

13.5 PROCEDURE

13.5.1 STEP ONE: INFORMAL CONFERENCE

The employee shall first discuss the matter in an informal conference with the employee's immediate supervisor within ten (10) days of the occurrence of the event giving rise to the grievance.

13.5.2 STEP TWO: WRITTEN GRIEVANCE

If the matter is not resolved at the informal conference, the employee may, within ten (10) days after the informal conference, present the grievance in writing to the employee's immediate supervisor. The immediate supervisor, upon conferral with the department head, will answer the employee's grievance in writing within ten (10) days after receipt of the grievance.

13.5.3 STEP THREE: APPEAL TO DEPARTMENT HEAD

If the matter is not resolved in Step 2, the employee may, within ten (10) days after the immediate supervisor's written answer, appeal the grievance to the department head. The department head will answer the grievance in writing within ten (10) days after receipt of the grievance.

13.5.4 STEP FOUR: APPEAL TO HUMAN RESOURCES DIRECTOR

If the employee does not accept the decision at Step 3, the employee may, within ten (10) days of the department head's written answer, present the grievance in writing to the Human Resources Director or his/her designee.

The Human Resources Director or his/her designee may discuss the grievance with the employee, the employee's representative, and other appropriate persons as necessary. The Human Resources Director or his/her designee shall render a decision in writing to the employee within ten (10) working days after receiving the grievance.

13.5.5 STEP FIVE: APPEAL TO ARBITRATOR

If the grievance is not resolved at Step 4, the employee may within ten (10) days after receipt of the Human Resources Director's written answer, deliver to the City Manager a written request for advisory arbitration.

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13.5.5.1 Selection of Arbitrator

The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator

13.5.5.2 Arbitrator Findings and Recommendations

The arbitrator shall hold a hearing as expeditiously as possible. The arbitrator shall limit his/her findings and recommendations to the precise issues submitted to him or her and shall have no authority to consider any other issues not appropriately submitted to him/her. The arbitrator shall be bound to the interpretation or application of existing written rules and regulations governing personnel practices or working conditions. The recommendations of the arbitrator and his/her findings shall be advisory only and final authority to dispose of the grievance is vested in the City Manager. The arbitrator shall make no recommendations that are contrary to the interpretation or application of existing rules, regulations, policies and procedures governing personnel practices or working conditions. The decision of the arbitrator shall not add to, subtract from, or otherwise modify the terms of this policy; or

- 1) Be in any way contrary to, inconsistent with, vary from or modify the provisions of the Employer-Employee Relations Procedure or other provisions of the Oxnard City Code.
- 2) Be inconsistent with the City's duties, responsibilities, or obligations as provided by law.
- 3) Recommend any wage or benefit increase or decrease.
- 4) Recommend the payment of back wages for more than ten (10) working days prior to the date the aggrieved employee knew, or by reasonable diligence could have known, of the occurrence of the act or omission on which the grievance is based.
- 5) Reverse, over-rule, or otherwise modify any City decision, act, or omission; except after finding:
 - a) That the City violated some express provision of any document bearing upon working conditions (the Employer-Employee Relations Procedures of the Oxnard City Code or the Personnel Rules); or
 - b) That a City decision, act, or omission was arbitrary, capricious, discriminatory or otherwise unreasonable.

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- 6) Relate to a problem for which another method of review is provided by law, City Ordinance, or other provisions of the Personnel Rules.

The written findings and recommendations of the arbitrator shall be executed within ten (10) days after the hearing, shall be made public, and shall be certified to the City Manager. The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

13.5.6 REVIEW BY CITY MANAGER

The arbitrator's recommendations shall be subject to review by the City Manager in his/her sole discretion. The decision of the City Manager to approve or reject the arbitrator's recommendations shall be final.

13.6 RIGHTS OF REPRESENTATION

A grievant may be accompanied by a representative at any step of the grievance procedure.

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CHAPTER 14. LEAVES OF ABSENCE

14.1 HOLIDAYS

14.1.1 ELIGIBILITY

Employees shall be entitled to holiday pay if an observed holiday falls on an employee's regularly scheduled workday and if the employee is in paid status on the day before or the day after an observed holiday.

14.1.2.1 Represented Employees

Represented employees shall refer to his or her established Memorandum of Understanding for additional or modified holidays with pay.

14.1.2 HOLIDAYS ON WEEKENDS

Holidays falling on a Saturday will be observed the preceding scheduled work day. Holidays falling on a Sunday will be observed the following scheduled work day.

14.1.3 HOLIDAYS ON LEAVE

When holidays to which an employee is entitled falls within a period during which an employee is on authorized paid leave (vacation, annual, sick) , such employee shall receive straight-time pay but not additional pay on an official holiday and such time shall be recorded as paid holiday for payroll purposes. Employees on approved leave of absence without pay shall not receive compensation for official holidays

14.1.4 HOLIDAYS ON EMPLOYEE'S DAY OFF

When a holiday falls on an employee's day off, other than Sunday or Saturday, the last preceding work day for said employee shall be a holiday. The City Manager may, however, require the employee to work on that day. If an employee is so required to work, he/she shall be given equivalent compensatory time off or shall be paid overtime premium pay.

14.1.5 WORK ON HOLIDAYS

Nonexempt employees required to work on a City-observed holiday will be compensated at one-and-one-half (1 ½) times the employee's regular rate of pay for the hours actually worked, or receive compensatory time off, subject to the accrual cap set forth in Chapter 9.12.2 at the rate of one-and-one-half (1 ½) times hours actually worked on the holiday, in addition to receiving straight time pay for said holiday. In order for such an employee to qualify for overtime pay under this section, such employee's regularly scheduled workday must fall on the day before and/or the day after such holiday.

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14.2 VACATION LEAVE

14.2.1 INTENT

The purpose of annual vacation leave is to allow each eligible employee a period of relaxation to enable him/her to return to his/her work mentally and physically refreshed.

14.2.2 ELIGIBILITY

Permanent full-time and part-time employees are entitled to paid vacation for each year of active service. Vacation time begins to accrue upon employment. Employees do not accrue vacation time during while on an unpaid leave of absence or on a statutorily protected leave. Temporary employees and on-call employees do not accrue paid vacation.

14.2.3 ACCRUAL

Employees shall accrue annual leave as designated by his or her respective Memorandum of Understanding.

14.2.4 USAGE

Accrued vacation leave may be taken at one day at a time, or it may be taken several days at a time. The vacation leave is to be scheduled between the employee and his/her supervisor in such a manner that such employee's absence will not impair division operations.

14.2.4.1 Use of Vacation Leave Prior to Separation

Accrued vacation leave may be taken prior to separation on the condition that the employee must be scheduled to work at least 80 hours in the payroll period immediately prior to and/or including the last day of service. No more than the applicable cap of vacation accrual may be taken.

14.2.5 MAXIMUM VACATION LEAVE ACCRUAL

Once an employee reaches his/her maximum annual leave accrual, he/she will not be permitted to accrue any additional vacation leave until he/she uses sufficient annual leave so as to bring his/her annual leave balance below the applicable cap. Accrual will recommence in the following pay period. Accrual caps will be enforced on a pay period by pay period basis.

14.2.6 PAYMENT UPON SEPARATION

Any employee who leaves the service of the City shall be paid for accrued vacation leave to which such employee is otherwise entitled at his/her then current base wages plus longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable, as of the effective date of separation from City service.

14.3 SICK LEAVE

Employees shall be eligible for sick leave as specified by the employee's Memorandum of Understanding.

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14.3.1 EXTRA HELP EMPLOYEES

Extra help employees will accrue sick leave at the a rate of .0461 hours per hour worked with a maximum of twenty-four (24) hours of sick leave per fiscal year pursuant to State law.

14.3.2 USE OF SICK LEAVE

Sick leave may be used for the following purposes:

- 1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee;
- 2) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee's family member;
- 3) For an employee who is a victim of domestic violence, sexual assault, or stalking, any of the following purposes related to the domestic violence, sexual assault, or stalking:
 - a) To obtain or attempt to obtain a temporary restraining order, restraining order, or other injunctive relief;
 - b) To seek medical attention for injuries;
 - c) To obtain services from a shelter, program, or crisis center;
 - d) To obtain psychological counseling;
 - e) To participate in safety planning and take other actions to increase safety, including temporary or permanent relocation.

For purposes of this section, "employee's family member" shall be defined to include:

- 1) A child, including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status;
- 2) A parent, including a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- 3) A spouse;
- 4) A registered domestic partner;
- 5) A grandparent;
- 6) A grandchild;
- 7) A sibling.

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Sick leave may be requested orally or in writing. If the need for sick leave is foreseeable, employees must give reasonable advance notice of the need to use sick leave. If the need for sick leave is not foreseeable, employees must provide notice as soon as practicable. Employees will not be required to search for or find a replacement worker as a condition of taking sick leave.

14.3.3 CERTIFICATION OF CAUSE

An employee who is absent on sick leave three (3) or more consecutive working days may be required to submit to the Human Resources Director, through department management, a physician's certificate or personal affidavit explaining the cause of such absence.

When an employee's period of absence exceeds two (2) calendar weeks, the City Manager may require submittal of periodic reports from the attending physician concerning the employee's condition and ability to return to and continue work and may require the employee to submit to an examination by City designated physician.

Nothing herein shall prohibit the department head or Human Resources Director from requiring a physician's certificate for each absence, regardless of duration.

14.3.4 DURATION OF SICK LEAVE

Employees are required to take paid sick leave in increments of at least two (2) hours. Employees shall be charged for sick leave used to the nearest half hour commensurate with hours of absence.

14.3.5 ABUSE OF SICK LEAVE

Frequent use of sick leave, if not corrected after counseling, may be considered abuse of sick leave. Abuse of sick leave shall be just cause for disciplinary action. If it is substantiated that an eligible employee has received paid sick leave in violation of the provisions of this Rule, the City Manager shall require restitution and shall revoke any further paid sick leave during the same period of absence.

14.3.6 MEDICAL AND DENTAL APPOINTMENTS

Employees shall schedule medical and dental appointments during non-working hours whenever possible. In the event scheduling during working hours is unavoidable, advance approval of the department head or his/her designee is required, except in cases of accident or acute illness.

14.3.7 SICK LEAVE DURING VACATION AND ON OFFICIAL HOLIDAYS

If an eligible employee becomes ill or injured while on authorized vacation leave, the City Manager may approve charging the period of incapacity to sick leave upon written request and presentation of a doctor's certificate stating the extent, and dates of the illness or injury. Sick leave shall not be approved for official holidays.

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14.3.8 SICK LEAVE UPON SEPARATION FROM CITY EMPLOYMENT

Upon termination, resignation, retirement, or other separation from employment, employees will not be compensated for accrued, unused paid sick leave.

14.4 FAMILY MEDICAL LEAVE AND PREGNANCY DISABILITY LEAVE

The City will provide Family Medical Leave and Pregnancy Disability Leave for eligible employees as required by State and Federal law. The following provisions set forth certain of the rights and obligations with respect to such leaves. All leaves will run concurrently as permitted by the applicable laws, unless otherwise noted. “Leave” under this policy shall mean leave taken pursuant to the Family Medical Leave Act (“FMLA”), California Family Rights Act (“CFRA”) and/or Pregnancy Disability Leave Law (“PDL”).

14.4.1 DEFINITIONS

For purposes of the City’s Family Medical Leave and Pregnancy Disability Leave policy, the following definitions will apply:

- 1) “12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- 2) “Child” means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, step-child, legal ward or child for whom the employee stands “in loco parentis”.
 - a) A child is “incapable of self-care” if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living—such as, grooming and hygiene, bathing, dressing eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, and using a telephone.
- 3) “Next of Kin”, for purposes of Military Caregiver Leave, means the nearest blood relative of an injured service member, other than the service member’s spouse, parent, or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, siblings, grandparents, aunts and uncles, and first cousins, unless the service member has specifically designated in writing another blood relative as his/her nearest relative.
- 4) “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- 5) “Qualifying Exigency” includes:

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- a) Short-notice deployment: Leave may be taken to address issues arising from an impending call or order to active duty 7 days or less before the date of deployment.
 - b) Military events and related activities: Leave may be taken to attend an official military sponsored ceremony, program or event relating to a service member's active duty or call to active duty.
 - c) Childcare and school activities: Leave may be taken to provide or arrange for childcare when a service member's active duty or call to active duty requires a change in existing childcare arrangements.
 - d) Financial and legal arrangements: Leave may be taken to make or update financial or legal arrangements to address a service member's absence while on active duty.
 - e) Family counseling: Leave may be taken to attend counseling where the employee, the service member, or the service member's child needs counseling because of the active duty or call to active duty.
 - f) Rest and recuperation: Up to 5 days' leave may be taken to spend time with a service member who is on short-term leave from active duty for rest and recuperation.
 - g) Post-deployment activities: Leave may be taken to attend arrival ceremonies, reintegration briefings and events, and any other official military sponsored ceremony or program for a period of 90 days after the termination of the service member's active duty status, and to address issues that arise from death while on active duty, such as meeting and recovering the body and making funeral arrangements.
- 6) "Registered Domestic Partner" is defined by California Family Code sections 297 and 299.2.
- 7) "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
- a) Inpatient Care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom).
 - b) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
 - c) A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to a serious health condition of more than 3 consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

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- d) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider, where two of the physician's visits occur within 30 days beginning from the initial date of incapacity and the first physician visit occurs within the first 7 days of incapacity; or
 - e) Treatment by a health care provider on at least one occasion, the first of which must occur within 7 days of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider.
 - f) Any period of incapacity due to pregnancy or for prenatal care. (This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to Pregnancy Disability Leave).
 - g) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - i) Requires the employee to make at least two visits per year to a health care provider, or a nurse or physician's assistant under direct supervision of a health care provider, for treatment;
 - ii) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy).
 - h) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, or terminal stages of a disease). The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
 - i) Any period of absence to receiving multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for (1) restorative surgery after an accident or other injury, or (2) for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- 8) "Serious injury or illness", as applicable to Military Caregiver Leave, means an injury or illness incurred in the line of duty while the individual is on active duty in the Armed Forces, that renders the individual unfit to perform the duties of his/her office, grade, rank, or rating.
- 9) "Spouse" means a husband or wife as defined or recognized under State or Federal law for purposes of marriage.

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14.4.2 ELIGIBILITY

An employee is eligible for Family Medical Leave if the employee:

- 1) Has been employed by the City for at least 12 months; and
- 2) Has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Female employees who are disabled due to pregnancy, childbirth or related medical conditions may take Pregnancy Disability Leave regardless of length of service or hours worked.

14.4.3 REASONS FOR LEAVE

Family Medical Leave is permitted for the following reasons:

- 1) The birth of a child or to care for a newborn of an employee.
- 2) The placement of a child with an employee in connection with the adoption or foster care of a child.
- 3) Leave to care for a child, parent, spouse, or registered domestic partner who has a serious health condition. (Registered domestic partners are only entitled to CFRA leave, not FMLA leave).
- 4) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.
- 5) Leave to care for an employee's child, parent, spouse, or "next of kin" who is a member of the Armed Forces (including a member of the National Guard or Reserves) or a veteran of the Armed Forces who is undergoing medical treatment, recuperation, or therapy, is in outpatient status through the Armed Forces, or is otherwise on the temporary disability retired list, for a serious injury or illness, referred to in this policy as "Military Caregiver Leave." (Registered domestic partners are not entitled to Military Caregiver Leave).
- 6) Leave for a "qualifying exigency" arising out of the fact that an employee's child, parent or spouse is on active duty in the Armed Forces or has been called to active duty, referred to in this policy as "Qualifying Exigency Leave". (Registered domestic partners are not entitled to Qualifying Exigency Leave).

Pregnancy Disability Leave may be taken by a female employee disabled due to pregnancy, childbirth, or a related medical condition (including but not limited to doctor-ordered bed rest, severe morning sickness, prenatal or postnatal care, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, lactation-related medical conditions, or recovery from loss or end of pregnancy) to the extent that the employee's health care provider certifies leave to be medically necessary.

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14.4.4 DURATION OF LEAVE

For all types of Family Medical Leave, other than Military Caregiver Leave and Pregnancy Disability Leave, eligible employees are entitled to up to 12 workweeks of Family Medical Leave to the extent provided, and consistent with the terms and conditions imposed by law, during any 12-month period.

For Military Caregiver Leave, an eligible employee may take up to 26 workweeks of leave during a single 12-month period. Leave to care for a seriously injured or ill military service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.

An employee who is disabled due to pregnancy, childbirth or related medical condition is entitled to up to 4 months (or 17 1/3 weeks) of Pregnancy Disability Leave. Pregnancy Disability Leave runs concurrent with FMLA leave, but does not run concurrent with CFRA leave. This means that an employee may be entitled to up to 12 weeks of CFRA leave (e.g., for “baby bonding”) following Pregnancy Disability Leave if the employee is eligible for CFRA leave and has not previously exhausted CFRA leave.

Military Caregiver Leave and Qualifying Exigency Leave are only covered by FMLA, therefore, CFRA leave does not run concurrent with these types of leave.

14.4.4.1 Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within 1 year of the birth or placement of the child. In addition, the minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration, on any two occasions. If Family Medical Leave is taken for any other qualifying reason, there is no minimum amount of leave that must be taken.

14.4.4.2 Spouses Both Employed by the City

The aggregate number of workweeks of leave to which spouses employed by the City may be entitled will be limited to 12 workweeks during a 12-month period when leave is taken for the birth or adoption or foster care placement of the employees’ child. Additionally, with respect to Military Caregiver Leave, the aggregate number of workweeks of leave to which both spouses may be entitled is limited to 26 workweeks in a single 12-month period. This limitation does not apply to any other type of leave under this policy.

14.4.5 INTERMITTENT LEAVE

Family Medical Leave and Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule. An employee who takes leave intermittently or on a reduced leave schedule must make a reasonable effort to schedule the leave so as not to unduly disrupt the City’s operations.

If an employee requests leave intermittently or on a reduced leave schedule for the employee’s own serious health condition or disability, or for the serious health condition or serious

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illness/injury of a covered family member of a service member, the employee must provide certification that such leave is medically necessary.

An employee requesting intermittent or reduced schedule leave for Pregnancy Disability Leave or for planned medical treatment that is foreseeable relating to the employee's own serious health condition or the serious health condition of a family member may be required to transfer temporarily to an available, alternative position when (1) the alternative position better accommodates recurring periods of leave, (2) the employee is qualified for the alternative position, and (3) the alternative position has equivalent pay and benefits (equivalent duties are not required.)

14.4.6 NOTICE OF NEED FOR LEAVE

Although the City recognizes that emergencies arise that may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If the City determines that an employee's notice is inadequate or the employee knew about the need for leave in advance of the request, the City may delay the granting of the leave.

14.4.7 SUBSTITUTION OF PAID ACCRUED LEAVES

Employees on FMLA/CFRA leave are required to use vacation leave, administrative leave, annual leave, and reserve leave time during otherwise unpaid FMLA/CFRA leave.

Employees on FMLA/CFRA leave are required to use accrued sick leave if the employee is taking leave for his/her own serious health condition.

Employees on Pregnancy Disability Leave are required to use accrued sick leave but are not required to utilize any other paid leaves unless the employee elects to do so.

California's Paid Family Leave Law provides for payments from the State Disability Insurance Fund to cover part of the wage loss suffered by employees who take leave to care for a seriously ill spouse, registered domestic partner, child, grandchild, parent, grandparent, sibling or parent-in-law, or to bond with a new child of the employee or the employee's spouse or registered domestic partner. Employees should contact the State Employment Development Department for more information. (http://www.edd.ca.gov/Disability/More_PFL_information.htm)

An employee on Pregnancy Disability Leave may be entitled to State Disability Insurance ("SDI") benefits during the period of disability. Employees should contact the State Employment Development Department for more information.

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14.4.8 MEDICAL CERTIFICATION

Employees who request leave under this policy must provide written certification supporting the need for leave. The appropriate certification form will be provided to the employee at the time leave is requested.

14.4.8.1 Time to Provide Certification

When an employee's leave is foreseeable and at least 30 days' notice has been provided, the employee must provide certification before the leave begins. When this is not possible, the employee must provide the certification within the time frame requested by the City (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

14.4.8.2 Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete certification, the employee will be given 7 calendar days to cure any such deficiency. However, if an employee fails to provide certification within the time frame established by this policy, the City may delay the taking of leave until the required certification is provided. If no certification is provided, the leave may be denied.

14.4.8.3 Second or Third Opinion

When Family Medical leave is taken for an employee's own serious health condition, and the City has reason to doubt the validity of the certification provided, the City may seek a second opinion by a health care provider chosen and paid for by the City. If the second opinion differs from the certification provided by the employee, the City may request the opinion of a third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when a second or third opinion is sought.

Second or third opinions may not be sought for Pregnancy Disability Leave.

14.4.8.4 Recertification

The City has the right to request an employee who is taking FMLA/CFRA leave for the employee's own serious health condition or due to the serious health condition of a family member to provide recertification of the need for leave under the following circumstances:

Every 30 days unless the initial certification indicates that the minimum duration of leave is more than 30 days.

If a longer period is provided, recertification cannot occur before the time period expires, unless circumstances change (e.g., change in the duration of the leave or frequency of intermittent absences, a change in the nature or severity of the condition, or complications), or the City has reason to doubt the validity of the initial certification (e.g., suspicious absence pattern).

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In all circumstances, the City may request recertification every 6 months, even where the initial certification provided for a longer leave period (e.g., for a “lifetime” condition).

For Pregnancy Disability Leave, if additional time is requested, the City may require the employee to obtain recertification upon expiration of the time period that the health care provider originally estimated the employee would need leave. The City may also require the employee to obtain recertification if the City has reason to question the appropriateness of the leave or duration.

14.4.8.5 Confidentiality

Any medical information provided by the employee in support of a request for leave under this policy shall be maintained in confidence to the extent required by law.

14.4.9 BENEFITS DURING LEAVE

While on Family Medical Leave and Pregnancy Disability Leave, an employee will continue to be covered by the City’s group health insurance policy to the same extent that coverage is provided while the employee is on the job, which includes payroll deductions. However, if an Employee fails to return from Family Medical Leave the City may, to the extent permitted by law, recover the premiums paid.

14.4.10 REINSTATEMENT

14.4.10.1 Right to Reinstatement

Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the period of leave.

14.4.10.2 Employee’s Obligation to Periodically Report on His/her Condition

Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

14.4.10.3 Fitness for Duty Certification

As a condition of reinstatement of an employee whose leave was due to the employee’s own serious health condition, the employee will be required to present a certification from a health care provider declaring that the employee is able to resume work. Failure to provide such certification may result in delay or denial of reinstatement.

14.4.11 INTERACTION BETWEEN PDL AND CFRA BABY BONDING LEAVE

Pregnancy disability leave does not run concurrently with CFRA leave taken for the purpose of bonding with a newborn, newly adopted, or newly placed child (“baby bonding leave”). As a result, an eligible pregnant employee who qualifies for CFRA leave is entitled to take up to four

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(4) months of pregnancy disability leave followed by up to twelve (12) weeks of CFRA baby bonding leave.

14.4.12 PREGNANCY DISABILITY ACCOMMODATION

The City will provide reasonable accommodation, including temporary transfer to an alternate position, to employees with a pregnancy-related disability if the employee requests an accommodation upon the advice of her attending physician. If possible, an employee must provide at least thirty (30) days' notice of the need for accommodation. If such notice is not feasible, notice shall be given as soon as possible. An employee will be required to submit a medical certification from her attending physician to support any request for accommodation.

14.5 WORKERS' COMPENSATION LEAVE AND BENEFITS

Employees who are injured or become ill in the course of employment shall be paid in accordance with the applicable workers' compensation laws of the State of California.

14.5.1 WORKERS' COMPENSATION DISABILITY LEAVE

In the event that any regular employee is absent from work as a result of any injury or illness which has been declared to be compensable under the State of California Workers' Compensation Law, the absence shall be considered Workers' Compensation Leave.

14.5.2 FORMS AND PROCEDURES

Any employee who sustains a work-related injury or illness shall immediately inform his/her supervisor no matter how minor an on-the-job injury may appear. If an employee who sustains a work-related injury or illness is required to seek medical care, he/she must do so at facilities designated by the City unless – prior to sustaining the work-related injury or illness – he/she filed a pre-designation of personal physician.

Employees returning from Workers' Compensation Leave are required to provide the City with a Fitness for Duty Certification as explained in Chapter 13.4.10.3.

14.5.3 WORKERS' COMPENSATION BENEFITS

The purpose of Workers' Compensation is to provide benefits and assistance to all workers who are either injured or develop a job-related illness as a result of their employment. Benefits may include medical costs, temporary disability benefits, permanent disability benefits, and death benefits.

Employees on Workers' Compensation Leave may use accrued sick leave time to supplement any monetary difference between their normal rate of pay and workers' compensation disability benefits. Upon exhaustion of accrued sick leave time, employees may elect to supplement with accrued vacation leave. However, such supplementation will not entitle employees to continue employment if otherwise qualified for separation from City service due to disability retirement or inability to reasonably accommodate.

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For additional information, you may contact the California Department of Industrial Relations Division of Workers' Compensation at (800) 736-7401 or go to www.dir.ca.gov/dwc/.

14.5.4 DESIGNATED FACILITIES FOR WORK-RELATED INJURIES OR ILLNESSES

The Human Resources Director shall maintain a periodically updated list of designated medical facilities designated to provide medical treatment for the first thirty days after the occurrence of a work-related injury or illness. All treatment during the first thirty days after the injury or illness must be provided by one of the designated medical facilities unless an employee has notified the Human Resources Director, in writing, prior to the date of injury or illness, that he/she has a personal physician and desires to be treated by that personal physician. To be authorized to provide medical treatment, the employee's personal physician will sign a pre-designation form indicating that he/she is willing to comply with the regulations set forth in Labor Code section 4600.

Limited exceptions to the designated medical facility may be made for emergency treatment or if an employee is injured or becomes ill while working outside of the City limits. When this occurs, the employee or representative must notify the Workers' Compensation Manager as soon as possible after the treatment. Subsequent treatment following the emergency or return to the City should be provided by one of the designated medical facilities or from a predesignated personal physician.

14.5.4.1 Procedures – Designated Facilities

1) Designated facilities shall satisfy the following criteria:

- a) Be located within 25 miles of the Oxnard Civic Center.
- b) Have extended hours beyond the customary 9:00 a.m. to 5:00 p.m. workday or Monday through Friday workweek.
- c) Have the capability to accept employees with and without appointments.
- d) Be able to respond to most medical emergencies, to provide ongoing treatment for routine medical problems, and make immediate referrals when required.
- e) Be willing to use City release to return to work forms, to contact the City's designated workers' compensation claims administrator in advance for authorization of follow-up tests and treatment, and to provide written medical reports to the City's designated worker's compensation claims administrator within five days of treatment for the initial visit and for each follow-up visit when there is a change to the employee's status.
- f) Agree to charge no more than the amounts on the fee schedule provided by State law for medical treatment of work-related injuries and illnesses.
- g) Have established standards for referral and a list of physicians usually used for referral.

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- 2) Representatives of designated medical facilities shall sign a letter of understanding and compliance with the above criteria at the time of designation and on an annual basis thereafter.
- 3) The list of designated medical facilities will be indicated on posters provided by the City's designated workers' compensation claim administrator for posting in City facilities and in workers' compensation injury report kits given to employees for reporting industrial injuries or illnesses.
- 4) The Human Resources Director may add additional medical facilities to the list from time to time.

14.5.4.2 Procedure – Employee Pre-Designation Form To Use Personal Physician

- 1) An employee may use his/her personal physician for a work-related injury or illness if the employee has notified the Workers' Compensation Manager or his/her designee in writing of this election prior to the injury or illness.
- 2) Employee pre-designation shall be on forms provided by the Workers' Compensation Manager. A notification of the employee's right to elect use of a personal physician will be given to new employees at the time of orientation. An employee will be able to make or change his/her election at any time.
- 3) Upon receipt of an election to use a personal physician, the workers' compensation claims administrator will send to the selected personal physician information about the City's workers' compensation program and its reporting requirements.

14.6 BEREAVEMENT LEAVE

Department heads or their designees may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the employee's immediate family.

Immediate family shall include the following individuals related to the employee, the employee's spouse, or registered domestic partner, by reason of blood line, marriage, adoption or foster care: parents, grandparents, spouse, spouse's parents, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), registered domestic partner, and any blood relative(s) living in the immediate household.

Immediately upon return from bereavement leave, the employee shall furnish to the department heads or their designees some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave may be converted to leave without pay.

14.7 CATASTROPHIC LEAVE BENEFIT

A City employee or their immediate family member may experience a catastrophic illness or injury, which is so debilitating that the employee must take an extended absence from the work

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place. A City-Wide Sick Leave Bank shall be established to reserve sick leave hours donated by City employees to be used by employees approved to receive sick leave time from said Bank.

14.7.1 DEFINITION

Employee's or cares for eligible family member's catastrophic illness or injury is defined as an illness or injury that is serious, debilitating and will cause severe financial hardship because all of an employee's accrued leave has been exhausted.

14.7.2 ELIGIBILITY

14.7.2.1 Donors

All full-time and permanent part-time employees who have successfully completed one year of service with the City may donate time to the general Sick Leave Bank or to an individual employee when a donation drive is held. An employee may donate time from his or her sick leave, vacation, compensatory time off or personal annual leave. Donors must maintain a balance of accumulated annual sick leave of at least 80 hours.

14.7.2.2 Payroll Classification of Donated Time

Donated time will be considered "surrendered leave" and not "wages," and as such an employee who donates will not receive or incur any tax liability or benefit. Donations to the City-Wide Sick Leave Bank and to individual employees are irrevocable and will not be returned to the donor employee(s). Hours donated to an individual employee that are not exhausted prior to the recipient employee returning to work will be transferred to the City-Wide Sick Leave Bank for use by other employees.

14.7.2.3 Recipients

All eligible City employees who are victims of catastrophic illness or injury may apply to receive time from the City-Wide Sick Leave Bank. To be eligible, all of the employee's accrued leave balances must be exhausted. The anticipated duration of the catastrophic leave must be no less than one calendar week. Employees may receive short-term disability insurance (SDI) benefits, if applicable, concurrent with use of the City-Wide Sick Leave Bank, in which case the sick leave shall supplement the SDI benefit to earn up to their regular scheduled hours of pay for each payroll period.

14.7.2.3 Eligibility for Care of Dependents All eligible employees who are required to care for an immediate family member with a catastrophic illness or injury may apply to utilize the City-Wide Sick Leave Bank. "Immediate family" is defined to include mother, father, spouse, domestic partner, son or daughter, step-child, or as specified in the sick leave section of the employee's Memorandum of Understanding. To be eligible, all of the employee's sick leave must be exhausted and the anticipated duration of the catastrophic leave

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must be no less than one calendar week.

14.7.3 APPROVAL

Benefit eligibility will be evaluated and granted on a case-by-case basis by the Director of Human Resources. Leave will be granted for a maximum of 240 hours, based on a physician's certification. After the first 240 hours, an employee may request an extension of the benefit. In no case shall the total leave exceed 480 hours per incident.

An employee who has suffered from an industrial injury and is receiving Workers Compensation benefits shall NOT be eligible to use the City-Wide Sick Leave Bank.

14.7.4 USE OF SICK LEAVE BANK TIME

An employee receiving City-Wide Sick Leave benefits will be considered to be on a donated Leave of Absence, as he/she will be utilizing leave benefits, which have been donated and not earned. However, the employee continues to accrue benefits (i.e. vacation, sick leave), during this donated Leave of Absence. The City will continue to pay the employee's group health and dental benefits at the same level the employee was receiving prior to going on the donated Leave of Absence.

14.7.4.1 Use of Sick Leave Bank Time After Return-To-Work

Employees, who have used the City-Wide Sick Leave Bank and have subsequently been returned to temporary modified duty by their doctor, may continue to use the donated hours and their own leave banks to supplement their hours worked to earn up to their regular scheduled hours of pay for each payroll period.

14.7.5 PROCEDURE

- Requests for use of donated sick leave hours for his or her own serious health condition or for a qualified family member must be made by sending a memo to the Director of Human Resources explaining the employee's situation.
- A written certification, from a health care provider, of the long-term nature of the injury or illness, must be submitted with all requests for use of donated sick leave hours.
- The certification must state that the employee's or eligible family member's condition encompasses a serious health condition, the date on which the serious health condition commenced, and the probable duration of the condition.

14.7.6 RECESSION EVALUATION AND REVIEW

In the event the program is discontinued, any balance remaining in the bank will continue to be granted as sick leave to eligible employees under the provisions outlined herein until the balance is exhausted.

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14.8 MILITARY LEAVE

Employees are entitled to take time off to serve in the uniformed services on a voluntary or involuntary basis, including absences to attend a fitness examination. "Uniformed services" refers to the U.S. Armed Services, including the Coast Guard; the Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; and the commissioned corps of the Public Health Service.

In order to be eligible for reemployment, employees must:

- 1) Give advance notice (written or oral) of his or her military service, unless such notice is impossible or unreasonable under the circumstances;
- 2) Be absent for five (5) years or less, not including inactive duty training or involuntary recall to or retention on active duty;
- 3) Have separated from military service under honorable conditions; and
- 4) Report for reemployment within the following time periods:
 - a) Employees performing military service for fewer than 31 days must report for reemployment no later than the first regularly scheduled workday that occurs after a reasonable time for the employee to return to his or her residence, plus 8 hours
 - b) Employees serving more than 30 but less than 181 days must submit an application for reemployment within 14 days after the completion of military duty.
 - c) Employees serving more than 180 days must submit an application for reemployment within 90 days after the completion of military duty.
 - d) Military leave can be extended for an additional two years or longer if the employee is hospitalized or recovering from an illness or injury incurred or aggravated during military service or if reporting or reapplying to work is unreasonable or impossible.

The City is not be required to reemploy individuals under the following circumstances: (1) where the City's circumstances have changed so that reemployment of the person would be impossible or unreasonable, such as when there has been a reduction-in-force that would have included the person on leave; (2) where efforts to qualify returning service members or accommodate individuals with service-connected disabilities would be of such difficulty or expense as to cause undue hardship; or (3) where the pre-service position was for a brief or non-recurrent period and there was no reasonable expectation that employment would continue indefinitely or for a significant period.

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Reemployed service members are entitled to the seniority and all rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

If an employee's health plan coverage would terminate because of an absence due to military service, the employee may elect to continue the health plan coverage for up to twenty-four (24) months after the absence begins or for the period of service (plus the time allowed to apply for reemployment), whichever period is shorter. Employees will be required to pay the employee portion, if any, of any funded benefit to the extent that other employees on leave of absence are so required.

Leave under this section is unpaid unless the employee uses vacation or other accrued time off.

14.9 LEAVE FOR MILITARY SPOUSES/DOMESTIC PARTNER

An eligible employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who has been deployed during a period of military conflict is entitled to take up to ten (10) days of unpaid leave while the service member is on leave from deployment. In order to be eligible for leave under this section, an employee must: work for the City for an average of 20 or more hours per week; notify his/her supervisor of the employee's intention to take the leave within two (2) days of receiving notice of the service member's leave from deployment; and submit written documentation to Human Resources certifying that the service member will be on leave from deployment during the employee's requested leave.

14.10 SCHOOL-RELATED LEAVE

14.10.1 DISCIPLINE CONFERENCES

An employee who is the parent or guardian of a child who has been suspended from school may take time off from work to appear at a school discipline conference in response to a request by the school administrator, if the employee provides his/her supervisor reasonable advance notice of the school's request. Leave under this section is unpaid unless the employee uses vacation or other accrued time off.

14.10.2 SCHOOL ACTIVITIES

An employee who is a parent, guardian, or grandparent with custody of a child in kindergarten through twelfth grade, or in a licensed child day care facility, may take up to forty (40) unpaid hours off per year, but no more than eight (8) hours per calendar month, to participate in activities of the child's school, if the employee provides his/her supervisor reasonable advance notice. The City may request documentation that the parent participated in the school event. If both parents work for the City and request leave for the same event, the City may grant leave to the parent who requested the leave first or may approve leave for both parents. Leave under this section is unpaid unless the employee uses vacation or other accrued time off.

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14.11 VOTING

If an employee does not have sufficient time outside of working hours to vote in a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or end of the employee's regular working shift in order to vote. An employee must provide his/her supervisor with at least two working days' notice of the need for time off to vote.

14.12 JURY DUTY AND COURT APPEARANCES

To establish procedures for employees required to serve as a juror or for processing subpoenas served on City employees and for granting time off for jury duty or as witnesses. In addition, every employee, including but not limited to an employee who is a victim of a crime, is entitled to take time off to comply with a subpoena or other court order to appear as a witness in any judicial proceeding. The City will not discharge, threaten with discharge, demote, suspend, or in any other manner discriminate or retaliate against an employee for taking time off to serve as a juror or appear in court.

14.12.1 JURY DUTY

Every employee who is called or required to serve as a juror is entitled to be absent during the period of jury service.

If an employee is called for jury duty, he/she shall be granted a leave of absence with pay provided that:

- 1) The employee's supervisor has been notified by the employee of the jury duty summons.
- 2) The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:
 - a) An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.
 - b) An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.
 - c) An employee summoned for and assigned jury duty for six (6) or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.
- 3) Part time employees receive payment only for the time they would have been scheduled to work.

14.12.2 EMPLOYEES SUBPOENAED TO SERVE AS WITNESSES

If an employee, other than a police officer, is subpoenaed as a witness in litigation as a result of the employee's official duties with the City, he/she shall be granted a leave of absence with pay provided the following:

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- 1) All papers charging a City employee with civil liability as an agent or employee of the City are personally hand carried to the City Attorney as soon as possible after receipt and in no event later than the next regular workday following receipt.
- 2) Subpoenas or subpoenas duces tecum for criminal trials shall be obeyed and be brought to the attention of the City Attorney.
- 3) Subpoenas or subpoenas duces tecum for civil trials shall be obeyed and the City Attorney shall be informed by phone if the matter at trial involves City business or the employee's function as a City employee.
- 4) The employee's supervisor has been notified by the employee of the subpoena to appear as witness.
- 5) The employee shall refund to the City all fees received for the appearance, including travel fees unless a personal vehicle was used.
- 6) In all civil cases the employee, other than a police officer, shall demand from the person seeking the appearance that witness fees and mileage be paid in advance in accordance with Government Code Section 68097.
- 7) When a shift employee must appear as a witness on a regularly scheduled day off, the employee shall be given credit for overtime.
- 8) The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.
- 9) Employees shall cooperate with investigators who represent the City's insurance carrier. Clearance to speak to an investigator should be obtained from the City Attorney in advance. Copies of statements signed should be forwarded to the City Attorney by confidential mail.

14.12.3 EMPLOYEES REQUESTED TO APPEAR FOR A PERSONAL MATTER

When an employee is requested to appear because of a personal matter that time will be allowed as leave without pay or paid leave as is otherwise authorized in the Personnel Rules and Regulations or applicable Memorandums of Understanding.

14.13 LEAVE FOR CRIME VICTIMS

An employee who has been a victim of a violent or serious felony, or a felony involving theft or embezzlement, or an employee whose spouse, registered domestic partner, child or step-child, sibling or step-sibling, or parent or step-parent has been a victim of such a crime, may take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding related to that crime.

An affected employee must give the City reasonable notice that s/he is required to be absent for a purpose stated above. In cases of unscheduled or emergency court appearances or other emergency

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circumstances, the affected employee must, within a reasonable time after the appearance, provide the City with written proof that the absence was required for any of the above reasons. Leave under this section is unpaid unless the employee uses vacation or other accrued time off.

14.14 LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

An employee who has been a victim of domestic violence, sexual assault, or stalking may take time off to engage in the following activities related to the domestic violence, sexual assault, or stalking:

- 1) Appear in court proceedings;
- 2) Seek medical attention for or recover from injuries caused by domestic violence, sexual assault or stalking;
- 3) Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault or stalking;
- 4) Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking;
- 5) Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

An affected employee must give the City reasonable notice that s/he is required to be absent for a purpose stated above. The affected employee must provide, within a reasonable time of the employee's absence, written documentation that the absence was required for any of the above reasons. Leave under this section is unpaid unless the employee uses vacation or other accrued time off.

14.15 LEAVE TO DONATE AN ORGAN OR BONE MARROW

An employee who is an organ donor is entitled to a leave of absence with pay for up to thirty (30) business days in any one-year period for the purpose of donating his or her organ to another person. In addition, an employee who is a bone marrow donor is entitled to a leave of absence with pay of up to five (5) business days in any one-year period for the purpose of donating his or her bone marrow to another person. For the purposes of this section, a one-year period is defined as twelve (12) consecutive months measured from the date the employee's leave begins. Leave under this section need not be taken consecutively but shall not exceed the amount of leave prescribed above. Bone marrow and organ donation leave shall not be taken concurrently with any leave taken pursuant the federal Family and Medical Leave Act or the California Family Rights Act.

In order to receive a leave of absence under this section, the employee must provide written verification that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

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Employees requesting leave under this section will be required to take up to five (5) days of earned but unused sick leave, vacation, or paid time off for bone marrow donation and up to two (2) weeks of earned but unused sick leave, vacation, or paid time off for organ donation.

The City shall maintain and pay for coverage under a group health plan for the full duration of the leave in the same manner the coverage would have been maintained if the employee had been actively at work during the leave period.

14.16 LEAVE TO PERFORM EMERGENCY DUTY AS A VOLUNTEER FIREFIGHTER, RESERVE PEACE OFFICER, OR EMERGENCY RESCUE PERSONNEL

The City shall not discharge or in any manner discriminate against an employee for taking time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. For the purposes of this section, “emergency rescue personnel” means any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the federal government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of this state, or of a sheriff’s department, police department, or a private fire department, or of a disaster medical response entity sponsored or requested by this state, whether that person is a volunteer or partly paid or fully paid, while he or she is actually engaged in providing emergency services.

In addition, an employee who performs duty as a volunteer firefighter, a reserve peace officer, or as emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. Leave under this section is unpaid unless the employee uses vacation or other accrued time off.

14.17 SPECIAL LEAVE CONSIDERATION

Special leave with pay may be granted by the City Manager for employees to attend professional conferences and meetings, to visit other cities in the interest of the City, or for other justifiable reasons approved by the department head, not to exceed five (5) days. Request for approval of such leave is made by completing the Travel Authorization Request Form.

14.18 LEAVE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager if such leave is requested by the employee and approved by the department head. A leave of absence without pay may be justified in cases of extended illness where accumulated sick leave, vacation leave, and compensatory time off have been used, or as an extension of vacation leave if, in the opinion of the department head, additional time can be allowed without detriment to the service. An employee must request such leave in writing, stating the reason and requested dates for leave.

Leaves of absence without pay should not exceed thirty-one (31) days, except when the absence warrants special consideration.

Leaves of absence without pay are recorded in the personnel records, and deductions from pay for the number of working days on leave must be made from the employee’s compensation. Leave of

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absence without pay is not considered a break in service or employment, and rights accrued at the time the leave is granted are retained by the employee. However, paid leaves, holidays, fringe benefits, and other similar benefits do not accrue during the period of unpaid absence, except as provided otherwise by law or this policy. Nor is the City required to maintain contributions toward group insurance or retirement coverage, except as provided otherwise by law or the Personnel Rules.

An employee returning from leave without pay will be reinstated to the same classification and rate in which he/she was employed at the time of the leave. During the period of leave without pay, all service and leave credits are retained at the levels existing as of the effective date of the leave. However, except for employees on military leave, employees on a leave of absence for more than thirty-one (31) consecutive days during the twelve (12) month period preceding their anniversary date shall not be entitled to any salary increases within their range until they have worked the number of days equivalent to the excess period of absence. The date when an employee has completed this additional period of work shall thereafter become the employee's anniversary date.

An employee on leave shall confirm in advance of the leave expiration date his/her intention to return. An employee who fails to report promptly at the expiration of his/her leave without sufficient cause shall be subject to disciplinary action up to and including termination.

14.19 UNAUTHORIZED LEAVE

Any leave of absence which is found to be unwarranted or regarded as detrimental to the municipal service, taken upon the initiative of any employee without prior authorization as provided in Chapter 14.18, shall be a basis of immediate dismissal.

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CHAPTER 15. HEALTH AND SAFETY

15.1 HEALTH AND WELFARE BENEFITS

The City provides a variety of benefits to regular full-time employees, and some benefits to regular part-time employees on a pro-rata basis. Employees are provided with specific information regarding benefits available to them when provided with an offer of employment. For more information regarding benefits, contact Human Resources.

15.2 EMPLOYEE WELLNESS PROGRAM

15.2.1 ELIGIBILITY

Except as provided otherwise herein, top-management, mid-management and confidential employees are eligible to participate in the Wellness Program in the amount determined by their resolution or MOU. Expenses to be reimbursed are defined below.

15.2.2 PROCEDURES

1) Medical Examination

To receive reimbursement for a medical examination, an eligible employee must submit a reimbursement form to the Human Resources Director. An employee must deduct any amount paid by a private insurance plan from the amount of the reimbursement request. Reimbursement forms are available in the Human Resources Department.

2) Health Club Membership

To receive reimbursement for a health club membership, an eligible employee must submit a reimbursement form to the Human Resources Director. To qualify for reimbursement, an employee must join a licensed health facility.

An employee enrolled in a health club, which charges a monthly fee instead of an annual fee, may request reimbursement on a quarterly basis. Reimbursement forms are available in the Human Resources Department.

3) Other Reimbursements

An eligible employee may also receive reimbursement for wellness activities including, but not limited to, weight loss licensed facility memberships, physical therapy sessions, and smoking cessation programs. An eligible employee is encouraged to contact the Human Resources Director before any enrollment in such activities to ensure inclusion in the Wellness Program.

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Employees may not receive reimbursement for exercise equipment, including but not limited to gym clothes, sneakers, treadmills, stationary bicycles or free weights, pursuant to this subsection.

15.3 INJURY AND ILLNESS PREVENTION

15.3.1 RESPONSIBILITY

The Assistant City Manager (Program Administrator) shall be responsible for implementing and administering the IIPP with the assistance of the Human Resources Director. Department heads or appropriately designated subordinates shall be responsible for implementation of many aspects of this policy.

15.3.2 COMPLIANCE

All permanent and intermittent workers, including managers and supervisors, are responsible for complying with safe and healthful work practices. The City's system of ensuring that all workers comply with these practices includes the following practices:

- 1) Informing workers of the provisions of the IIPP.
- 2) Evaluating the safety performance of all workers.
- 3) Recognizing workers who perform safe and healthful work practices.
- 4) Providing training to workers whose safety performance is deficient.
- 5) Disciplining workers for failure to comply with safe and healthful work practices.

15.3.3 COMMUNICATION

Department heads shall be responsible for having in their department files a completed safety orientation checklist for each department employee. The "New Employee Safety Training Record" shall be signed by each employee and maintained in the department/division's files. All items on the checklist may not be applicable to all departments and may be noted as such. Department heads may add other items to the checklist as appropriate.

Department heads will periodically provide information to their employees on occupational safety and health issues. This information may be contained in posted notices, memorandums, policy statements, or employee newsletters.

15.3.4 TRAINING

At time of appointment, the Human Resources Department shall ensure that each new employee receives safety orientation regarding general safe and healthful work practices. Follow-up on specific safety practices is the responsibility of each department head. Department heads, or their designees, shall implement training and instruction programs for department employees. Such training and instruction shall be provided within the first week of employment as follows:

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- 1) As part of the orientation provided to new department employees, the employee's immediate supervisor shall:
 - a) Explain the City's sincere interest in accident prevention.
 - b) Discuss the IIPP as outlined in this policy and explain new employee involvement.
 - c) Discuss the fact that accidents are preventable.
 - d) Encourage employee suggestions for improving safe practices of mechanical safeguards on equipment.
 - e) Explain the employee's responsibility to report to his/her immediate supervisor any unsafe conditions and acts as observed.
 - f) State that no employee should be expected to undertake a job until he/she has learned how to do it safely and is so authorized by his/her supervisor.
 - g) Discuss the procedure to be followed for reporting a personal injury.
 - h) Promote the securing and wearing of personal protective equipment, such as safety glasses and earplugs.
- 2) In addition to the orientation, the employee's immediate supervisor shall provide employee safety training under the following conditions:
 - a) When an employee is given a new job assignment for which training has not previously been received;
 - b) When new substances, processes, procedures, or equipment are introduced into the workplace and represent a new hazard, such as new pesticides;
 - c) Whenever staff becomes aware of a new or previously unrecognized hazard in the workplace, such as a recently damaged piece of equipment; and
 - d) When supervisors need to be familiarized with the safety and health hazards to which employees under their immediate direct and control may be exposed.
- 3) The Human Resources Department shall assist in the coordination of citywide employee training in safety procedures, when appropriate. The Human Resources Department shall assist in the formation of department safety committees. Each major City department is required to establish a safety committee and at minimum have monthly meetings with employees. Smaller departments may combine their efforts to have one safety committee.

15.3.5 SAFETY PRACTICES AND EMPLOYEE PERFORMANCE EVALUATIONS

- 1) All employees shall comply with the City's safety policies and practices. In evaluating an employee, the department head shall consider the employee's compliance with the City's safety standards. An employee's adherence to the City's

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safety standards shall be viewed as a positive element of the performance evaluation.

- 2) If an employee fails to comply with the provisions of the IIPP, the employee's immediate supervisor shall indicate such noncompliance in the employee's evaluation. A department head shall institute appropriate disciplinary action against an employee who violates the safety standards of the City or engages in conduct which is either negligent or reckless.

15.3.6 HAZARD ASSESSMENT

- 1) Department heads shall adopt inspection procedures designed to assist in the identification and evaluation of workplace hazards, including unsafe conditions and work practices. Department heads may add appropriate items to the inspection sheets. At a minimum, these inspections shall occur on a quarterly basis or whenever:
 - a) New or different substances, processes, procedures, or equipment, which represent new occupational safety and health hazards, are introduced into the workplace; or
 - b) Department personnel are aware of a new or previously unrecognized hazard in the workplace.

15.3.7 HAZARDOUS CONDITION REPORTING PROCEDURES

Employees shall inform their supervisor immediately of any hazard or unsafe condition in the workplace. Employees shall be able to inform their supervisor of the hazard or unsafe condition without fear of reprisal.

- 1) If an employee believes that the immediate supervisor or department head has not solved the hazard or unsafe condition within a reasonable time period, the employee may request to meet with the Human Resources Safety Specialist or the Human Resources Director. The employee may anonymously notify the Human Resources Safety Specialist or the Human Resources Director of any such hazard or unsafe condition. An employee wishing to remain anonymous may contact the Program Administrator and indicate that the employee does not wish to identify him or herself or may write to the Program Administrator without signing the communication.

15.3.8 ACCIDENT/EXPOSURE INVESTIGATIONS

Department heads, or their appointed designees, shall investigate occupational injuries and illnesses within 24 hours of being notified of the injury or illness. The investigation shall include an examination of the location where an injury or illness occurred and the circumstances which led to the injury or illness and an analysis of whether specific procedures, practices, or preventative measures could have helped to reduce or eliminate the danger or prevent the injury or illness.

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Each department head shall on a quarterly basis review the types of injuries and illnesses reported in his/her department and make recommendations to the Program Administrator on injury and illness prevention procedures.

15.3.9 HAZARD CORRECTION

If a department head determines that an unsafe or unhealthy condition, work practice or work procedure exists, the department head shall take the necessary steps to correct the condition, practice or procedure in a reasonable and timely manner. Each department head shall consider the severity of the condition, practice or procedure along with the other relevant factors when evaluating the most appropriate method for correcting the unsafe situation and the time frame within which to make the correction.

- 1) If an imminent hazard exists that cannot be abated immediately without endangering one or more employees or City property, the department head shall remove all exposed employees from the area in which the hazard exists, unless they are necessary to correct the existing condition. If employees are required to correct the hazardous condition, they shall be provided with the proper safeguards.

15.3.10 RECORDKEEPING

Department heads shall retain records of the inspections, investigations, training, instruction, safety communications, unsafe or hazardous conditions, safety practices and correction procedures relating to the IIPP.

15.4 FITNESS FOR DUTY

The Human Resources Director may require a fitness for duty examination in any of the following situations:

- 1) To determine whether the Employee can perform the essential functions of the job with or without accommodation, if the examination is job-related and consistent with business necessity;
- 2) To examine an applicant who has received an offer of employment, if that offer is conditioned only on the successful completion of the examination; and
- 3) For other reasons that the City deems to be job-related and consistent with business necessity.

The Human Resources Director may require that a City-approved physician conduct the examination. The City will pay for fitness for duty examinations that it initiates.

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15.5 WORKPLACE VIOLENCE POLICY

15.5.1 PROHIBITED BEHAVIOR

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of City employment. The City has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting. Employees engaged in City business are prohibited from carrying or using weapons, unless authorized by the City Manager.

Examples of prohibited behavior include, but are not limited to, the following:

- 1) Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- 2) The destruction or threat of destruction of City property or another employee's property;
- 3) Harassing or threatening phone calls;
- 4) Surveillance;
- 5) Stalking, including cyber stalking; or
- 6) Possession of offensive or defensive weapons unless specifically required or authorized and approved by the City Manager. Weapons include, but are not limited to, chemical sprays, mace, pepper spray, tear gas, clubs, batons, knives, firearms and any other device, tool, chemical agent, or instrument that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

15.5.2 MANAGEMENT RESPONSIBILITY

Each manager and supervisor has authority to enforce this policy by:

- 1) Assuring that reports of Workplace Violence are documented accurately and timely;
- 2) Notifying the Human Resources Director and/or law enforcement authorities of any incidents;
- 3) Making all reasonable efforts to maintain a safe and secure workplace; and
- 4) Maintaining records with follow up actions as to Workplace Violence reports.

15.5.3 REPORTING PROCEDURES

Employees must immediately report Workplace Violence to their supervisor. Supervisors must immediately report the matter to the Human Resources Director or his/her designee.

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The Human Resources Director or his/her designee will document the incident, including the employee name(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and any other relevant information regarding the incident.

In addition, the Human Resources Director will take appropriate steps to provide security, which may include placing employees on administrative leave pending investigation, asking any threatening or potentially violent person to leave the site, and/or contacting an appropriate law enforcement agency.

15.5.4 INVESTIGATION

The Human Resources Director will ensure that reported violations of this policy are investigated as necessary.

15.5.5 DISCIPLINARY ACTION

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. In addition, employees found in violation of this policy may be subject to criminal prosecution.

15.6 DRUG AND ALCOHOL TESTING POLICY FOR EMPLOYEES WITH COMMERCIAL DRIVERS' LICENSES

15.6.1 DEFINITIONS

The following definitions shall apply in the interpretation of this Drug and Alcohol Testing Policy:

Alcohol – The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols.

Alcohol Concentration – The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Commercial Drivers' License (CDL) – Class A or Class B licenses, entitling the holder to operate commercial class vehicles.

Commercial Motor Vehicle (CMV) – Vehicle with a gross vehicles weight of at least 26,001 pounds; a vehicle with a gross combination weight of at least 26,001 pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of more than 10,000 pounds; DOT placarded vehicles under hazardous material regulations; or vehicles designed to transport 16 or more passengers, including drivers.

Drugs – Controlled substances defined as amphetamines, cocaine, marijuana, opiates and phencyclidine (PCP).

Employee – An individual who is employed by the City who operates a CMV and is required to have a CDL.

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Medical Review Officer (MRO) – A licensed physician certified to review and interpret all drug or alcohol concentration tests before they are reported to the City.

Premises – Buildings, property, work areas, vehicles, parking lots and any place the employee happens to be during the course and scope of City employment during regular working hours or pay status.

Prescription Drugs – Any drug or medication (for a medical condition) prescribed by a licensed physician.

Program Administrator – City Manager or designee responsible for answering employee questions regarding this policy.

Reasonable Suspicion means that the supervisor/City official believes that the actions, appearance, speech, body odors, or conduct of an on-duty employee are indicative of the use of drugs or alcohol.

Safety-Sensitive Function – Driving a CMV on a full-time, part-time or intermittent basis.

Substance Abuse Professional (SAP) – A licensed physician, licensed or certified psychologist, social worker or employee assistance professional, a state-licensed or certified marriage and family therapist, or an alcohol and drug abuse counselor certified by the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) Certification Commission and possessing specific knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

15.6.2 APPLICABILITY

Effective January 1, 1995, the Department of Transportation (DOT) drug and alcohol testing rules require that City employees be tested if they hold a CDL (Class A or Class B) and drive a CMV.

All job announcements or other promotional material for covered positions shall specify that drug/alcohol screening shall be part of the physical examination.

15.6.3 NOTICE AND EFFECTIVE DATE

All covered employees shall be given a copy of this policy at the time they commence employment with the City. All covered employees currently employed by the City at the time this policy is adopted shall be given a copy thereof within ten days of its adoption. All covered employees will also be asked to sign a form indicating receipt of a copy of this policy.

15.6.4 COMPLIANCE WITH POLICY

A covered employee must be in compliance with this policy from the time the employee begins to work or is required to be ready to work until the time he/she is relieved from work and all responsibility for performing work, including but not limited to the following instance including all time:

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- 1) At a City facility or on any public property waiting to be dispatched, unless the employee has been relieved of duty;
- 2) Inspecting, servicing, or conditioning any CMV at any time;
- 3) While driving a CMV;
- 4) While as a passenger on any CMV;
- 5) Loading or unloading a vehicle, supervising, or assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining ready to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- 6) Repairing, attaining assistance, or remaining with a disabled vehicle.

15.6.5 SUBSTANCE ABUSE PROFESSIONAL SERVICES

The City observes the DOT and the Federal Highway Administration (FHWA) drug and alcohol testing rules published in the Federal Register on February 15, 1994.

The City provides an opportunity for treatment to covered employees. The City will advise a covered employee who engages in conduct prohibited under this policy of the available resources for evaluation and treatment of drug/alcohol problems, including the names, addresses and the telephone numbers of SAPs, counseling, treatment programs or other available services. The City will provide for a SAP evaluation to assess employees with drug and/or alcohol problems.

Each covered employee who violates this policy must be evaluated to determine whether the employee needs assistance resolving problems associated with drugs and/or alcohol, and if necessary, a referral for further treatment.

Before returning to duty, each employee identified as needing assistance must: (a) be evaluated again by a SAP to determine whether the employee has successfully complied with the treatment program prescribed following the initial evaluation; (b) undergo a drug and/or alcohol concentration test to satisfy established acceptable results for return to duty; and (c) be subject to a minimum of six unannounced, follow-up drug and/or alcohol concentration tests over the following twelve months.

The City will only provide for an assessment by a SAP. The City has no obligation to provide or pay for further treatment. The cost of additional treatment is the responsibility of the employee.

The City offers a confidential Employee Assistance Plan (EAP). This service is provided free to employees. Please contact the Human Resources Department for current provider information. The City offers health insurance for its employees. Enrolled employees may be eligible for drug and alcohol treatment through their insurance program.

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15.6.6 CLASSES OF TESTING

15.6.6.1 Alcohol Testing

The City shall use breath testing using evidential breath testing devices (EBT) approved by the National Highway Traffic Safety Administration (NHTSA) for testing for alcohol use. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a “negative” test.

If the alcohol concentration is 0.02 or greater, a second or confirmation test is conducted. The employee and the individual conducting the breath test, a breath alcohol technician (BAT), complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results. The confirmation test result determines any actions taken.

15.6.6.2 Drug Testing

The testing for use of drugs is a two-stage process. First, a screening test on the employee’s urine is performed. If the screening test is positive for one or more drugs, then a confirmation test is performed for each identified drug using state-of-the-art gas chromatography/mass spectrometry (GC/MS) analysis. GC/MS confirmation ensures that over-the-counter medications or preparations are not reported as positive results.

All urine specimens are analyzed for the following drugs utilizing a 5-panel drug test:

- 1) Marijuana (THC Metabolite)
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates (including heroin)
- 5) Phencyclidine (PCP)

15.6.7 REFUSAL TO SUBMIT TO TESTING

A job applicant who refuses to submit to a drug/alcohol test will be disqualified from further consideration for employment with the City.

An employee’s refusal to submit to drug or alcohol testing required by the City for any reason will be treated in the same manner as an employee who tested 0.04 or greater on an alcohol concentration test or tested positively on a drug test. This may result in disciplinary action, up to and including discharge.

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Any supervisor or manager encountering an employee who refuses an order to submit to a drug and/or alcohol concentration test shall remind the employee of the requirements and disciplinary consequences of such refusal.

Where there is a reasonable suspicion that the employee is then under the influence of drugs or alcohol, the manager or supervisor shall arrange for the employee to be safely transported home. The employee shall not be permitted to transport him/herself.

A refusal to submit to a drug or alcohol test required by this policy includes, but is not limited to:

- 1) A refusal to provide a urine sample for a drug test;
- 2) A refusal to cooperate with any part of the drug testing process;
- 3) A refusal to take an additional drug test as directed by a manager/supervisor or the collector;
- 4) An inability to provide a urine sample without a valid medical explanation;
- 5) Not permitting the observation or monitoring of the provision of a urine sample in the case of a directly observed or monitored collection;
- 6) Tampering with or attempting to adulterate the urine specimen or collection procedures;
- 7) A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
- 8) An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
- 9) Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested;
- 10) Not remaining at the testing site until the test process is complete;
- 11) Leaving the scene of an accident without a valid reason or authorization from a supervisor or manager; or
- 12) Consuming alcohol during the eight hours immediately following an accident, unless the employee has been informed that his/her actions have been discounted as a contributing factor, or if the employee has been tested.

In addition to the above prohibitions, employees are reminded of their obligations under the Federal Drug Free Workplace Act of 1988. All employees covered by this policy have previously been provided with a copy of the City's Drug Free Workplace Statement, and have signed an acknowledgement that they have read the Statement and agreed to comply with it.

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15.6.8 PROHIBITED ACTS

The following acts are prohibited and may result in discipline, up to and including discharge:

15.6.8.1 Alcohol Use

- 1) Reporting for duty or remaining on duty requiring the performance of a safety-sensitive function while having an alcohol concentration level of 0.04 or greater.
- 2) Performing a safety-sensitive function within four hours of consuming alcohol.
- 3) Consuming alcohol while performing a safety-sensitive function
- 4) Using alcohol within eight hours after an accident or until tested.

15.6.8.2 Drug Use

- 1) Reporting for duty or remaining on duty requiring the performance of a safety-sensitive function when using any drugs, except if the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to safely operate a CMV.
- 2) Reporting for duty, remaining on duty, performing a safety-sensitive function if the employee tests positive for drug use or has tampered with a drug test.
- 3) Use of prescribed drugs is not in direct violation of the City's policy; however inappropriate use or prescribed use that may cause significant impairment, thus creating a safety hazard on the job, is in direct violation of this policy.

15.6.9 TYPES OF TESTING

15.6.9.1 Pre-employment Testing

- 1) Applicants who have been given an offer of employment conditioned upon passing a physical examination shall be given a drug screening test.
- 2) Testing is also required when an employee transfers to a position performing a safety-sensitive function.
- 3) All applicants for a covered position shall be given a copy of this policy at the time of their conditional offer of employment. Applicants who refuse to submit to drug testing will not be considered for employment in the covered position.
- 4) All pre-employment physical examinations for a covered position will include a urine drug screen test. All such examinations will include a 5-panel drug test for marijuana, cocaine, phencyclidine, opiates and amphetamines.
- 5) Results of any laboratory test will be sent to the Human Resources Director (Director).

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- 6) The Director will inform an individual of his/her test results if the individual requests such results within 60 days of being hired or rejected for a position.
- 7) No prospective employee may begin work if the drug test is not a verified negative during the employment health screening process.
- 8) Any applicant disqualified for employment pursuant to this policy may reapply after one year from the date of disqualification.

15.6.9.2 Random Selection and Testing

All employees holding CDLs are subject to random selection for the purpose of drug and alcohol testing. The following are guidelines for the random selection and drug/alcohol testing procedure:

- 1) The number of drug tests conducted annually shall equal or exceed 50% of the average number of employees for which testing is required.
- 2) The minimum annual percentage rate for random alcohol concentration tests shall equal or exceed 10% of employees of the average number of employees for whom testing is required.
- 3) Some employees may be tested more than once in a year, while others are not tested at all, depending on the random selection.
- 4) An employee shall submit to drug or alcohol testing when selected by a random selection process used by the City.
- 5) To ensure that the process is in fact random, all covered employees, whether or not they have been chosen for testing in the past, will remain in the pool of employees for each subsequent period. This procedure assures that the probability of any individual being selected each period is always the same, whether or not the individual was selected in a previous period.
- 6) When an employee is selected for random drug testing, his/her supervisor will ensure his/her duties are performed. The employee will receive a written notice indicating the time he/she is to report to the laboratory for testing.
- 7) A random alcohol concentration test will be administered while the employee is performing safety-sensitive functions, just prior to the employee performing a safety-sensitive function, or just after the employee has stopped performing a safety-sensitive function.

15.6.9.3 Selecting Employees for Random Testing

Covered employees shall be assigned numbers. Under a computerized system, a random number generating program shall be loaded into a computer along with the names or identification numbers for the covered employees. This list of names will be checked regularly by a third party who is not

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a City employee for additions or deletions. The computer then generates a list of employees to be tested during the current testing period.

The selection process is repeated until the required number of employees is selected. Once the list of test subjects is generated, employees will not be informed that they have been selected until they must report for testing. The City shall not provide advanced notice of testing to employees. As in all types of tests, accurate records of the details of testing shall be kept and confidentiality maintained at all times.

15.6.9.4 Reasonable Suspicion Testing

The City requires that an employee be tested, upon reasonable suspicion, for the use of drugs and/or alcohol when requested by a supervisor.

The conduct creating the reasonable suspicion must be witnessed by a supervisor or City official. The witness must have received at least one hour of training on alcohol misuse, and one hour of training on controlled substances use. The training shall include the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.

The documentation of the employee's conduct shall be prepared and signed by the witness, utilizing the Observed Behavior – Reasonable Suspicion Record Form, within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

The witness must directly observe the behavior. Hearsay or secondhand information is not sufficient cause to require an employee to submit to a drug and/or alcohol test. The determination that a reasonable suspicion exists to require an employee to undergo a drug and/or alcohol concentration test must be based on short-term, specific, objective, contemporaneous, articulable facts. The supervisor/City official may not rely on long-term signs, such as absenteeism or tardiness, to support the need for a reasonable suspicion test. The supervisor/City official witnessing the impairment must document the specific observations upon which the reasonable suspicion is based.

Alcohol concentration testing may be performed only if the observations upon which reasonable suspicion are based are made during, just preceding or just after the period of the workday that the employee is required to be in compliance. An employee may be directed to undergo a reasonable suspicion alcohol concentration test just before, during or just after performing a safety-sensitive function.

If an alcohol concentration test is not administered within two hours following a reasonable suspicion determination, the supervisor shall document the reasons for the delay. If an alcohol concentration test is not administered within eight hours, the test shall not be administered, and the supervisor shall document the reasons.

If an alcohol concentration test indicates an alcohol concentration of 0.02 or greater, the employee must not be permitted to perform any safety-sensitive function until an alcohol test is given and the employee's alcohol concentration is less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion.

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Once a reasonable suspicion determination is made, the supervisor shall assure that the employee under suspicion is evaluated, and when necessary, transported to a specimen collection site to provide a urine/breath sample.

A driver tested for reasonable suspicion must be denied CMV driving privileges until the test results are received from the MRO. In addition, the employee will not be allowed to operate City equipment, and could be placed on leave with pay at the supervisor's discretion.

15.6.9.5 Post-Accident Testing

For purposes of this policy, an "accident" is defined as an incident involving a CMV operating on public property.

As soon as practicable after an accident, an alcohol test shall be administered to every surviving employee in each of the following instances:

- 1) There is a fatality;
- 2) The employee receives a citation within eight hours of the incident for a moving traffic violation arising from the incident, someone was injured in the incident, and the injury required immediate medical treatment away from the scene; or
- 3) The employee receives a citation within eight hours of the incident for a moving traffic violation arising from the incident, and the incident resulted in vehicular damage, requiring the damaged vehicle(s) to be removed from the scene by a tow truck or other motor vehicle.

As soon as practicable after an accident, a drug test shall be administered to every surviving employee in each of the following instances:

- 1) There is a fatality;
- 2) The employee receives a citation within 32 hours of the accident for a moving traffic violation arising from the accident, someone was injured in the accident, and that injury required immediate medical treatment away from the scene; or
- 3) The employee receives a citation within 32 hours of the accident for a moving traffic violation arising from the accident, and the accident resulted in vehicular damage, requiring the damaged vehicles(s) to be removed from the scene by a tow truck or other motor vehicle.

The following criteria will be applied in conducting a drug/alcohol test due to an accident:

- 1) The post-accident alcohol concentration test should be administered as soon as possible. If the test is not conducted within two hours, the supervisor must prepare and maintain records stating reasons for the delay. If eight hours have passed, the attempt to conduct the test should be discontinued. Again, the supervisor must record why the test was not administered.

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- 2) A post-accident drug test must be administered within 32 hours following the accident. If the test may not be administered, the supervisor must record why the test was not administered.
- 3) Following an accident, the employee shall remain available for drug/alcohol testing, or may be deemed to have refused to submit to testing. This rule does not require the delay of necessary medical attention for injured people following an accident, nor prohibit the employee from leaving the scene to obtain assistance or necessary emergency medical care.
- 4) An employee subject to post-accident testing may not use alcohol within eight hours following the accident or before an alcohol concentration test, whoever occurs first.
- 5) Post-accident information, procedures and instruction shall be provided to every employee prior to operating a CMV for the first time, and posted in every CMV.

15.6.9.6 Return-To-Duty Testing

Employees who violate this drug/alcohol policy and are accepted into return-to-duty and follow-up status will comply with the following guidelines:

- 1) Be referred to the SAP for further assessment.
- 2) Successfully comply with the SAP's prescribed education and/or treatment plan.
- 3) After the SAP has determined successful compliance with the prescribed education and/or treatment plan, submit to a return-to-duty test that requires the employee to test negative for drugs or indicates an alcohol concentration of less than 0.02.

15.6.9.7 Follow-Up Testing

- 1) Any employee who violates this drug/alcohol policy and who seeks to resume the performance of safety-sensitive functions will be subject to follow-up testing upon successfully complying with the SAP's recommendation for education and/or treatment and returning to duty.
- 2) The employee will be subject to a minimum of six unannounced tests over the following twelve months. The SAP can direct additional testing during this period or for an additional period up to a maximum of sixty months from the date the employee returns to duty.
- 3) The SAP can terminate the requirement for follow-up testing in excess of the minimum at any time, if the SAP determines that testing is no longer necessary.
- 4) Follow-up testing may include tests for other substances beyond the employee's initial positive test of alcohol and/or drug use when the SAP's evaluation or the treatment program professionals determine that the employee had a problem with other substances.

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15.6.10 CONSEQUENCES OF FAILING A DRUG AND/OR ALCOHOL TEST

Employees, who take a post-accident, random, or follow-up alcohol test and have an alcohol concentration of 0.02 or greater but less than 0.04 in their breath, when tested just before, during or just after performing a safety-sensitive function, shall be removed from performing such duties for 24 hours.

Employees who take a reasonable suspicion alcohol test and have an alcohol concentration of 0.02 or greater when tested just before, during, or just after performing a safety-sensitive function, shall be removed from performing such duties until an alcohol test is given and the employee's alcohol concentration is less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion.

Employees who have an alcohol concentration of 0.04 or higher shall be referred to a SAP and must successfully comply with the SAP's recommendations for education and/or treatment before performing safety-sensitive functions.

A positive result from a drug or alcohol concentration test may result in disciplinary action, up to and including discharge.

15.6.10.1 Random or Reasonable Suspicion Testing

.02 - .039 Alcohol Concentration

1st offense Suspension until able to return to duty – 24 hours following determination of 0.02-0.039 alcohol concentration level for employees who take a post-accident, random or follow-up test; until the employee's alcohol concentration is less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion for employees who take a reasonable suspicion test.

No required follow-up testing.

No referral to SAP.

Supervisor shall discuss EAP with employee.

2nd offense Suspension until able to return to duty – 24 hours following determination of 0.02-0.039 alcohol concentration level for employees who take a post-accident, random or follow-up test; until the employee's alcohol concentration is less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion for employees who take a reasonable suspicion test.

No required follow-up testing.

3rd offense Suspension until able to return to duty – 24 hours following determination of 0.02-0.039 alcohol concentration level for employees who take a post-accident, random or follow-up test; until the employee's alcohol concentration is less than

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0.02 or 24 hours have elapsed following the determination of reasonable suspicion for employees who take a reasonable suspicion test.

No required follow-up testing.

4th offense Discharge.

.04 or greater Alcohol or Positive Drug Test

1st offense Referral to SAP

Suspension until the SAP determines successful compliance with the prescribed education and/or treatment plan and a return-to-duty test indicates alcohol concentration of less than 0.02 and/or a negative result on a drug test.

Follow-up testing as determined by the SAP.

2nd offense Discharge.

15.6.10.2 Testing Following Accident

.02 - .039 Alcohol Concentration

1st offense Suspension until able to return to duty – 24 hours following determination of 0.02-0.039 alcohol concentration level for employees who take a post-accident, random or follow-up test; until the employee's alcohol concentration is less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion for employees who take a reasonable suspicion test.

No required follow-up testing.

No referral to SAP.

Supervisor shall discuss EAP with employee.

2nd offense Suspension until able to return to duty – 24 hours following determination of 0.02-0.039 alcohol concentration level for employees who take a post-accident, random or follow-up test; until the employee's alcohol concentration is less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion for employees who take a reasonable suspicion test.

No required follow-up testing.

3rd offense Suspension until able to return to duty – 24 hours following determination of 0.02-0.039 alcohol concentration level for employees who take a post-accident, random or follow-up test; until the employee's alcohol concentration is less than 0.02 or 24 hours have elapsed following the determination of reasonable suspicion for employees who take a reasonable suspicion test.

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No required follow-up testing.

4th offense Discharge.

.04 or greater Alcohol or Positive Drug Test

1st offense Discharge

15.6.11 DISCIPLINE FOR WORK-RELATED PROBLEMS

The City may, in its sole discretion, impose administrative/disciplinary measures, up to and including discharge, upon employees for rule violations and work-related problems, separate and apart from violations of this drug/alcohol policy and even if such rule violations or work-related problems result from drug/alcohol abuse.

15.6.12 CONFIDENTIALITY

- 1) The results of any testing pursuant to this policy are confidential. The results of any testing shall be used for employment purposes only and shall not be released for use in the criminal justice system.
- 2) All records pertaining to drug and alcohol testing of an employee shall be contained in a separate confidential medical file that will be securely kept under the control of the Program Administrator; separate from the employee's other personnel records.
- 3) Absent the employee's consent, test results may be disclosed only to City management and only on a strictly need-to-know basis, and to the employee upon request.
- 4) The City may disclose test results without the employee's consent only when:
 - a) The information is compelled by law or by judicial or administrative process;
 - b) The information has been placed at issue by the employee in a formal dispute between the employee and the City; or
 - c) The information is requested by the DOT agency representatives.
- 5) Confidentiality is an essential element of this policy. Any employee violating this confidentiality shall be subject to discipline and may also be civilly or criminally liable.

15.6.13 RECORDKEEPING

The City will keep the following records for the periods specified. These records will be under the control of the Program Administrator or designee.

- 1) Results of an employee's alcohol concentration test that indicates an alcohol concentration level of .02 or higher; results of an employee's drug test that is positive; documentation of any employee who refused to submit to a required alcohol/drug test; calibration

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documentation; employee assessments and referrals by a SAP; records related to the administration of the alcohol/drug testing programs. Retention period: Five years.

- 2) Records documenting the collection process for an alcohol and drug test. Retention period: Two years.
- 3) Results of any alcohol test that is less than .02; documentation of any negative or canceled drug test. Retention period: One year.
- 4) Records related to the education/training of breath alcohol technicians, screening test technicians, supervisors, and drivers. Retention period: While the employee performs the functions which require the training and for two years after the employee stops performing those functions.

15.7 NO SMOKING POLICY

- 14.4. SMOKING IS PROHIBITED IN ALL CITY-OWNED OR LEASED FACILITIES AND VEHICLES. SMOKING IS ALSO PROHIBITED IN ANY OUTDOOR AREA WITHIN 20 FEET OF A MAIN EXIT, ENTRANCE, OR OPERABLE WINDOW OF A CITY-OWNED OR LEASED BUILDING. FAILURE TO COMPLY WITH THIS POLICY MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

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CHAPTER 16. LABOR RELATIONS

16.1 THE MEET AND CONFER OBLIGATION

Employees and recognized employee organizations shall be advised of and have an opportunity to meet regarding such proposed administrative memoranda or rules and regulations which are within the scope of representation as defined by the Meyer-Milias Brown Act, Government Code Sec. 3500, et seq., within a reasonable time prior to the proposed effective date, unless an emergency or urgency situation requires enactment without prior notice. In that event, organizations still shall be advised and may meet within a reasonable time thereafter.

16.2 MANAGEMENT RIGHTS

The City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and workforce performing those services in all respects. The exclusive rights of City shall include, but not be limited to, the right to:

- 1) Determine the mission of the City's constituent departments, commissions and boards;
- 2) Set standards of service;
- 3) Determine the procedures and standards of selection for employment and promotion;
- 4) Direct employees;
- 5) Take disciplinary action;
- 6) Relieve employees from duty because of lack of work or for other legitimate reasons;
- 7) Maintain the efficiency of governmental operations;
- 8) Determine the methods, means, and personnel by which government operations are to be conducted;
- 9) Determine the content of job classifications;
- 10) Take all necessary actions to carry out the City's mission in emergencies;
- 11) Exercise complete control and discretion over the City's organization and the technology of performing its work;
- 12) Establish and implement administrative regulations and employment rules and regulations consistent with law;
- 13) Classify and reclassify positions;
- 14) Determine whether goods or services shall be made, purchased or contracted for; and

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15) Otherwise act in the interest of efficient service to the community.

16.3 CONFLICTS BETWEEN PERSONNEL POLICIES AND MEMORANDA OF
UNDERSTANDING

In the event of a conflict between these Personnel Rules and any Memorandum of Understanding in effect, the Memorandum of Understanding shall prevail.

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CHAPTER 17. CONFLICTS OF INTEREST

17.1 RESPONSIBILITIES OF CITY OFFICE

The policy of the City is that City officials and employees shall observe the highest standards of ethics and discharge faithfully the duties of their offices regardless of personal considerations, recognizing that the public interest must be their primary concern. City officials and employees shall conduct themselves so as not to give a reasonable basis for the impression that any such official or employee can be improperly influenced in the performance of his/her City duties. City officials or employees shall not grant to any member of the public any consideration, treatment or advantage that is not available to any other member of the public.

City officials or employees shall conduct themselves so as to maintain public confidence in their performance and public trust in the government they represent. They shall avoid even the appearance of conflict between their City duties and their personal interests.

City officials and employees shall not exceed their authority or breach law or ask others to do so, and shall work in full cooperation with other City officials and employees unless prohibited from doing so by law.

17.2 CONFLICTS OF INTEREST

Conflicts of interest arise when there is an opportunity for personal gain apart from the normal rewards of employment. City officials and employees should avoid transactions or services involving their City duties that place personal interests in opposition to the City's interests or result in personal financial gain.

In addition, depending on the employee's level of decision-making authority, certain employees may be required to file a statement of economic interests. Employees should contact the Human Resources Department for a list of those employees who are required to file these statements and instructions on how to do so.

Specific conflicts of interest are enumerated below for the guidance of employees and City officials. This list is merely illustrative and not exclusive.

- 1) Employees may not use or attempt to use their official position to influence a governmental decision that could affect their financial interests – including the interest of their employer, the employer of their spouse or domestic partner, businesses in which the employee or the employee's spouse/domestic partner have invested, or property the employee or the employee's spouse/partner own or rent.
- 2) Employees may not use their City title or designation in any communication for any private gain or advantage or in a manner that would lead the recipient to believe that the employee is speaking in an official capacity when he/she is not.
- 3) Employees may not make, participate in, or attempt to influence a governmental decision affecting a person or entity with whom he/she is discussing or negotiating an agreement concerning future employment.

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- 4) Employees may not accept any compensation, reward, or gift from any source except the City for any service, advice, assistance, or other matter related to the employee's City job.
- 5) Employees may not solicit or accept anything of value in exchange for hiring, promoting, or attempting to influence the hire or promotion of any City employee or applicant.
- 6) Employees may not make, participate in making, or seek to influence any employment decision involving a person with whom they have a familial or romantic relationship.
- 7) An employee must notify a supervisor if he/she is or becomes related to or romantically involved with another employee over whom the employee has the authority to impose or recommend an employment action.
- 8) Supervisors and managers should avoid any appearance of favoritism or nepotism in the workplace.
- 9) Employees may not willfully or knowingly disclose the City's confidential or privileged information unless they are required to do so by law. Employees may not use confidential or privileged information obtained by virtue of their office or employment for non-business purposes, and employees may not use that information to advance the financial or other private interest of themselves or others.
- 10) For a period of one (1) year after employees leave City employment, employees may not contact their former department on behalf of any person for the purpose of influencing a governmental decision. Employees may not work for or receive compensation from any party to a City contract if, within the previous twelve (12) months, that employee was personally and substantially involved in the City's award of that contract.

17.3 EMPLOYEE POLITICAL ACTIVITIES

The political activities of City employees shall be in compliance with State and Federal law. It is unlawful for City employees to use public resources or personnel to engage in political activity relating to elective offices and ballot measures. City employees may not engage in political activities while on duty or in the workplace. Political activities include circulating petitions, addressing campaign mailers, or engaging in any other political activities that use City resources or divert employees from their assigned duties. Employees may not use City resources, such as photocopiers or fax machines, telephones, postage, or email, for political activities. Employees are also prohibited from using their official positions to influence elections, and from using City funds or resources for political or election activities. Further, City employees may not participate in political activities of any kind while in uniform (i.e., part or all of a uniform they are required or authorized to wear when engaged in official duties).

Violation of these rules may result in considerable civil and criminal penalties, as well as discipline up to and including dismissal.

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17.4 OUTSIDE EMPLOYMENT/ACTIVITIES

A City official or employee shall not engage in or accept other employment or render services to other interests when such employment or service is incompatible with the proper discharge of his/her official duties. Examples of incompatibility include but are not limited to:

- 1) Actual conflict in hours of employment;
- 2) Being tired or unfit for duty because of outside employment;
- 3) Requesting shift or hour trades from the City or co-workers for the purpose of performing outside employment; or
- 4) Where the secondary employment creates an actual or apparent conflict of interest in regard to City employment.

Upon the written request of an employee, the department head may, with the approval of the Human Resources Director, permit outside employment if it is not in conflict with the employee's obligation to the City. Requests for outside employment must include, if possible, the name, address, and type of work of the proposed employer; the period of time and hours of work of the requested employment; the type and duties that are to be performed; and the reason for wanting to accept the extra employment. The department head shall forward the request along with the department head's written recommendation to the Human Resources Director for review and final decision.

In no such case will an employee be permitted to engage in outside work in excess of twenty (20) hours of any one week. City employees working on part-time outside City employment who have a record of excessive sick leave absences may have their outside work privilege rescinded at the discretion of the department head and with the approval of the Human Resources Director.

Any injury resulting from part-time employment shall not be chargeable to the City.

17.5 GIFTS

City employees shall not solicit nor accept any gift to the employee or other employees, whether in the form of money, thing, favor, loan, or promise that would not be offered or given if the employee were not in the employ of the City.

17.6 NEPOTISM

No person shall be employed in any position in which the employee will directly or indirectly supervise, or in which the employees will be directly or indirectly supervised by, the employee's spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step-grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person with whom the employee has a relationship in loco parentis. Employees are obligated to disclose any such relationship to their Department Head or Human Resources Director.

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The City retains the right to refuse to hire or place relatives in the same department, division, or facility if the City, in its sole discretion, determines that either:

- 1) The hiring or placement would have an adverse impact on supervision, safety, security, or morale or would involve potential conflicts of interest; or
- 2) The hiring or placement would result in a supervisory relationship between relatives. For the purpose of this section, a supervisory relationship is one in which one person has temporary or ongoing direct or indirect authority over the actions, decisions, evaluation and/or performance, reward or discipline of another person by virtue of the duties and responsibilities assigned to his/her position.

If an employee marries or files a Declaration of Domestic Partnership with another employee, both employees will be allowed to retain their respective positions provided that a supervisory relationship does not exist at the time of the marriage/domestic partnership. When spouses or domestic partners are in a prohibited supervisory relationship, an attempt will be made to transfer one spouse/domestic partner to a similar classified position in another department based on the positive operation and efficiency of the City. If continuing employment of spouses or domestic partners cannot be accommodated consistent with the City's interest in promoting safety, security, morale and efficiency, then the City retains sole discretion to terminate the employment of one spouse/domestic partner. Such termination will not be considered disciplinary in nature and will not be subject to any administrative appeal.

17.6.1. TEMPORARY WORK ASSIGNMENTS

If circumstances require that such a supervisor/subordinate relationship exist temporarily, the supervisor shall make every reasonable effort to defer matters pertaining to the involved employee to an uninvolved supervisor.

When personnel and circumstances permit, the City will attempt to make every reasonable effort to avoid placing employees in such supervisor/subordinate situations. The City, however, reserves the right to transfer or reassign any employee to another position within the same classification in order to avoid conflicts with any provision of this policy.

17.7 REPORTING A CONFLICT OF INTEREST

Employees who believe they may have a conflict of interest should immediately advise their supervisor, the Human Resources Director or the City Attorney. City officials who believe they may have a conflict of interest should immediately announce the possible conflict in the official records of the City.

Supervisors upon being notified of, or otherwise becoming aware of any circumstance that could result in or constitute an actual or potential violation of this policy shall take all reasonable steps to promptly mitigate or avoid such violations whenever possible. Supervisors shall also promptly notify the Department Head of such or actual or potential violations through the chain of command.

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ETHICS ADVISORY COMMITTEE

The purpose of the Ethics Advisory Committee (“Committee”) is to aid City officials and employees in carrying out their duties by (i) giving advice concerning particular situations and (ii) clarifying ambiguities in the ethics policy or related City enactments.

The Committee comprises the City Attorney, one management employee, and one non-management employee, both of whom shall be appointed by the City Council. The Committee will then select two members of the public, who are residents of Oxnard, to also serve as members of the Committee.

With the assistance of the City Manager or designee, the Committee will adopt bylaws defining procedures and guidelines for the operation of the Committee.

17.8 REPORTING UNETHICAL OR ILLEGAL CONDUCT

City officials and employees have a duty to prevent and report possibly unethical or illegal action. City officials and employees who know of such action and do nothing also act unethically. Hence, City officials and employees are obligated to counsel an official or employee who is engaged or is about to engage in unethical behavior. If counseling is not appropriate or is ineffective, City officials and employees are obligated to report the unethical behavior.

City employees should notify their supervisor or other management staff within the program, personnel staff, the City Manager or the City Attorney. City officials should notify the City Manager, the City Attorney or the Ethics Advisory Committee.

City officials and employees shall never attempt to use their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any person with the intent of interfering with that person’s duty to disclose unethical or illegal activity. Additionally, City officials and employees shall never attempt to use their authority or influence for the purpose of retaliation against another City official or employee who reports unethical behavior.

Every attempt should be made to keep confidential the identity of a City official or employee who reports unethical behavior; however, there are no guarantees in the event of administrative, criminal, or civil proceedings.

17.9 ACCOUNTABILITY

Adherence to this policy will be considered in evaluating the job performance of City employees and those City officials who are subject to performance reviews. Violations of this policy will be measured against a “reasonable person” standard. Violations may expose City officials and employees to a variety of penalties, depending on the specifics of the situation.

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CHAPTER 18. MISCELLANEOUS POLICIES

18.1 CODE OF CONDUCT

The purpose of this policy is to outline acceptable employee conduct and to provide a guideline for behaviors towards other employees and members of the public that are considered inappropriate and/or unacceptable.

The following criteria and procedures have been established to clarify City policy pertaining to employee conduct and employee interaction with the public.

18.1.1 DEFINITIONS

18.1.1.1 Employee Conduct

For the purpose of this policy, employee conduct is defined as an employee's actions, speech, behaviors, and appearance toward or in the presence of the public or other employees while at the workplace or during working hours.

18.1.1.2 Public

The Public is defined as anyone who is not a City employee working in an official capacity including, but not limited to, recipients of public service, benefits, as well as contract employees, outside vendors, relatives of recipients of public services, friends of employees, clients and other visitors.

18.1.2 POLICY

- 1) Employees shall strive to deliver the highest possible level of public service and shall put forth their best image in representing the City. The City strives to foster a positive working environment. Employees, who are rude, impolite or discourteous to other employees and/or any member of the public, engage in inappropriate conduct of any nature, or fail to exercise good judgement in dealing with other employees and/or any member of the public may be subject to disciplinary action.
- 2) Employees shall treat the public and fellow employees with the utmost courtesy and should conduct themselves at all times in a polite, courteous, and professional manner that will reflect credit to themselves and the City.
- 3) Employees should dress appropriately in a manner that will not hinder their ability to effectively complete their work assignments, taking into consideration both safety and their contact with the public, vendors and other personnel. Supervisors and managers shall determine safe and/or appropriate attire for the workplace and/or individual assignments.
- 4) Employees should maintain a neat and safe work area that is conducive to effective completion of work assignments and should use care to operate any equipment applicable to his/her duties correctly.

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- 5) In matters calling for use of authority, the employee should remain pleasant, yet firm and impersonal.
- 6) Serious misconduct will not be tolerated by the City. Committing serious violations will subject employees to immediate suspension or termination.
- 7) Serious misconduct includes, but is not necessarily limited to conduct that an employee should know to be unacceptable without specific notice from the City. Such conduct includes, but is not limited to:
 - a) Behaviors such as dishonesty, illegal conduct, any conduct that may place the City in violation of any state law, federal law, or court order, or in jeopardy of liability.
 - b) The use of inappropriate, offensive and/or aggressive language or actions.
 - c) Insubordination or refusal to take direction from managers and supervisors making appropriate and reasonable requests for action or behavior, including refusal to perform assigned tasks for any reason other than personal safety.
 - d) Using intoxicants to the extent it interferes with the employee's ability to perform duties, including alcohol, narcotics, hallucinatory drugs or unprescribed stimulating or depressing drugs, or being under the influence thereof while on duty. Employees suspected of being under the influence of any of the above, will be immediately required to undergo medical evaluation which may include a drug/alcohol screening test.
 - e) Theft or misappropriation of any property of the City or of its employees.
 - f) Careless, negligent or intentional mishandling of any City property, vehicles, materials or equipment.
 - g) Careless, negligent, abusive or other actions that endanger or threaten to endanger yourself, other employees or the public.
 - h) Falsifying work records or the practice of fraud of any type.
 - i) Misuse of sick leave.
 - j) Leaving the job during duty hours without approval of the Supervisor or Manager.
 - k) Violation of safety rules and regulations.
 - l) Becoming uninsurable by the standards of the City's vehicle insurance carrier for any reason.

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- m) Sleeping on the job.
- n) Participating in a strike, work stoppage or slowdown against the City.
- o) Conviction of a felony in a state or federal court which pertains to an act of violence, alcohol or illegal substances, or theft which may affect an employee's ability to perform his/her duties; or which involves an act of moral turpitude.
- p) Misrepresenting or withholding material facts in securing employment.
- q) Disclosing confidential information to unauthorized parties.
- r) Engaging in conduct that is a conflict of interest or a violation of any Conflict of Interest policies.
- s) Exhibiting abusive or grossly inappropriate conduct with co-workers.
- t) Harassing (sexually or otherwise), threatening, intimidating or coercing any other employee, customer or the public.
- u) Any other unacceptable behavior or conduct that common sense dictates is unprofessional or which may affect and/or reflect negatively on the City.
- v) Employees shall comply with all laws and City policies, rules and regulations.

18.2 DRESS AND APPEARANCE

Employees of the City are required to dress appropriately and professionally for the jobs they are performing. Employees are expected to dress and groom themselves so as to maintain a professional appearance and not interfere with workplace safety. Uniforms and safety equipment must be worn where applicable. Footwear must be appropriate for the work environment and functions being performed.

18.3 USE OF CITY PROPERTY

City officials and employees shall request, use, or permit the use of City property or resources, including the work of City officials or employees, only to carry out the duties of their City employment or position, or as authorized by City ordinances, resolutions or written policies. Use of City resources for personal, political, employee organization or other non-City business is strictly prohibited. City resources include, but are not limited to, facilities, equipment, devices, telephones, computers, copiers, fax machines, supplies, email, internet access, and any time for which you are receiving compensation from the City. Inappropriate use of City resources may result in discipline up to and including termination of employment.

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18.4 USE OF TECHNOLOGY AND DEVICES

18.4.1 SCOPE

This policy applies to all employees of the City and any temporary City personnel, interns, contractors, or any other individuals performing work on the City's behalf or who have access to the City's information systems. This policy governs devices and resources including, but not limited to, the Internet, E-mail, voice-mail, City-owned cellular telephones, personal digital assistants, smartphones, Blackberry devices, tablets, computers/laptops, telecommunications devices, video and audio equipment, wireless networks, data systems telecommunications equipment, transmission devices, data processing or storage systems, servers, networks, input/output and connecting devices, software, copiers, scanners, and printers that support electronic communication services.

18.4.2 PROHIBITED USES

Electronic communications should conform to the same standards of propriety and response as any other verbal or written communication at the City. Employees are expected to use common sense and judgment to avoid any communication which is disrespectful, offensive, harassing or illegal.

Examples of inappropriate use of the City's information system resources include, but are not limited to, the following:

- 1) Any use that may, for a reasonable person, create or further a hostile attitude or give offense on the basis of a Protected Status.
- 2) Intentionally or unintentionally exposing others to material which is offensive, obscene, or vulgar, including information which could create an intimidating, offensive, or hostile work environment.
- 3) Sending messages or information which is in conflict with applicable law or City policies, rules, or procedures.
- 4) Communicating confidential City information to unauthorized individuals within or outside of the City.
- 5) Attempting to access unauthorized data or break into any City or non-City system.
- 6) Engaging in theft or the unauthorized copying of electronic files or data.
- 7) Intentionally misrepresenting one's identity for improper or illegal acts.
- 8) Engaging in the creation, downloading, viewing, storage, copying, or transmission of materials related to illegal or prohibited activities, except when necessary for research within the scope of a job assignment.

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- 9) The unauthorized acquisition, use, reproduction, transmission, and distribution of software or other material protected by national or international copyright laws, trademarks, or other intellectual property rights.
- 10) Engaging in personal business activities or outside employment, including consulting for pay or the sale of goods or services.
- 11) Performing acts that are wasteful of computing resources or that unfairly monopolize resources, including unauthorized mass mailings.
- 12) Engaging in recreational use of the City's information system resources that interferes with the ability of the employee or other users to conduct City work, including downloading or uploading recreational software, music, videos, games, or shareware.
- 13) Downloading or installing software onto City equipment without the approval of the employee's supervisor.
- 14) Connecting personal equipment such as a laptop that is not owned by the City to the City network without the approval of the employee's supervisor.
- 15) Giving another person an employee's password without the approval of the employee's supervisor.

Misuse of City technology and/or devices may be grounds for erasure of software and data, removal of computer equipment from the department, or disciplinary action up to and including termination.

18.4.3 INCIDENTAL PERSONAL USE

Information system resources are provided by the City to facilitate the performance of City work. Incidental personal use is permitted only so long as the use takes place during the employee's personal time, does not interfere with the City's mission or operations, and does not interfere with the employee's job duties or other obligations to the City. Personal incidental use of the City's information system resources is a privilege and may be limited or revoked at any time.

18.4.4 MONITORING AND RECORDING OF TECHNOLOGY USE

Employees have no right or expectation of privacy in email, text, data, or image messages created, transmitted, received, deleted, or stored using City equipment. All communications transmitted via City equipment, whether or not related to personal or confidential matters, are subject to monitoring and/or recording at the City's discretion. The City may randomly or routinely search City equipment and related systems to ensure that they are being used in conformance with this policy.

18.4.5 USE OF PERSONAL DEVICES

As used in this section, "personal devices" refers to electronic devices owned by an employee or a third-party but reimbursed in whole or in part by the City. To the extent that such devices are

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used to conduct City business, they are subject to the restrictions on use of City technology and devices set forth above.

18.5 VEHICLE USE

18.5.1 USE OF CITY VEHICLES AND PERSONAL VEHICLES FOR CITY BUSINESS

City vehicles are to be used for City business only. Except where explicitly authorized to do so, employees may not take City vehicles home. City vehicles may not be used for personal business.

Any employee operating a City vehicle or a privately owned vehicle for City business is required to possess a valid California Driver's license. Only authorized individuals are permitted to operate a City vehicle. Passengers are only allowed in City vehicles if they are also on official City business.

Employees and passengers in City vehicles or vehicles used for City business must obey all laws and traffic regulations, including federal, state, and local rules and regulations regarding the use of cell phones and wireless devices while driving. All passengers in City vehicles or vehicles used for City business must wear seatbelts. Employees are responsible for any violations incurred while operating a City vehicle or a vehicle used for official City business.

Smoking is prohibited in City vehicles.

18.5.2 INSURANCE

An employee driving a personal vehicle for City business must, at the employee's expense, carry liability insurance with at least the minimum limits required by the State of California and retain proof of insurance in the personal vehicle. Employees are required to provide proof of insurance each January and may also be required to submit proof of insurance at any time upon request.

18.5.3 MILEAGE REIMBURSEMENT

Employees are entitled to reimbursement for miles traveled when they are required by the City to use their personal vehicles to perform assigned duties for the City. In order to be eligible for such reimbursement, employees must utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, at least one of which is located outside of the City limits. Reimbursement will be paid at the current rate established by the Internal Revenue Service. Employees must request reimbursement using the City-designated form.

18.5.4 PERSONAL USE OF CITY-OWNED VEHICLES

The policy of the City is that no City-owned vehicle is to be used for any personal use whatsoever by any employee, except that a program leader may determine that, in the City's best interest, an employee may be required to commute to and/or from work in such a vehicle.

When a program leader decides that the use of a City vehicle for commuting is required, the employee may not use the assigned vehicle for any personal use other than commuting (except for de minimis use). De minimis use is defined as an occasional nonscheduled personal use of the

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vehicle such as a stop for lunch while conducting City business. A separate trip of several miles to have lunch at home or at a restaurant not in the general work area is not de minimis and will be counted as a full commute.

At any time an employee is operating a City-owned vehicle, the operator is strictly prohibited from transporting passengers who are not connected with official City business. This prohibition includes family members and friends.

18.5.4.1 Taxation of Commuting In City-Owned Vehicle

The Internal Revenue Service provides in its temporary regulations regarding the tax treatment of fringe benefits (50 FR 52281) for special rules for valuing employer-provided vehicles. These temporary regulations were finalized in the Federal Register of July 6, 1989, and are found in 26 Code of Federal Regulations Parts 1 and 602. These final regulations determined that the recordkeeping requirements for compliance were too onerous and made a provision for a flat dollar amount commuting valuation.

The City Manager has determined that the best interests of the city require city employees to use the Commuting Valuation Rule (“Rule”) in determining the values for taxation purposes of commuting to and from work in a City-owned vehicle. This rule will allow the employee to be exempt from the “Recordkeeping Requirements” normally associated with personal use of employer-owned vehicles.

This Rule allows the city to establish a value to the employee, a fixed amount (\$3.00 per round-trip commute), as the taxable value of the personal use. The value determined (as outlined below) will be reported in an employee’s gross pay, excluded from net pay, and be subject to federal and state income tax as well as Social Security tax (Medicare portion) as applicable.

“Control employees” may not use the Rule. Control employees are subject to the “Recordkeeping Requirement” and are subject to the “Vehicle cents per mile” or the “Fair market value method” of determining the amount of income to be reported.

Control employees are defined as:

1. Elected officials; or
2. Employees whose compensation equals or exceeds the federal pay rate for positions of Executive Level V (For calendar year 2015, this amount is \$148,700).

Highly compensated control employees who use a City vehicle for commuting purposes shall meet with a representative of the City’s Finance Department in order to determine the recordkeeping requirements and method of valuation for personal miles.

18.5.4.2 Exceptions

The Internal Revenue Service [Reg 1.274 – 5T(K)] has exempted certain vehicles from the above taxing requirements. A complete description of such exempted vehicles is available from the City’s Finance department.

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18.5.4.3 Program Responsibilities

The following programs and persons have the responsibility to implement and maintain this policy as follows:

Department Heads:

Shall notify the City Manager, (or his /her designee) when there is any change in the status of employees; who are using City-owned vehicles to commute to and from work. This notification is to include the employee's name, social security number, City vehicles number and City benefit derived from employee using city-owned vehicles to commute.

City Attorney:

Shall determine if the vehicle and employee are eligible for using the special \$3.00-a-day rate, are control employees who must use another method as prescribed by the Finance Department, or are exempted by the nature of the vehicles being used.

Finance Department:

Shall ensure that the payroll system is properly including in taxable income the amounts determined to be the value of personal use of city-owned vehicles.

Shall enter the proper amount in the payroll system (as determined above), under the appropriate code.

Shall work with control employees and determine the appropriate method of recordkeeping and to determine the value of their benefit.

Employee:

Shall notify the Finance Department on a quarterly basis and in writing, due to vacation, sick leave, or other forms of leave the employee did not have use of an assigned City-owned vehicle for a period of not less than one week. The above notification shall be approved by his/her department head.

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18.6 TUITION REIMBURSEMENT

The purpose is to establish guidelines and procedures for the approval and processing of tuition reimbursement requests.

18.6.1 POLICY

It is the policy of the City of Oxnard to encourage employee development and excellence of performance by sharing in the cost of educational programs presented by accredited academic institutions which are directly related to the employee's occupational field with the City or are directly related to and part of a planned course of study being actively pursued for promotion

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within the City service. For this purpose, the City shall reimburse 100 percent of the parking fees and up to 50 percent of the costs of tuition, registration, laboratory fees and books to employee classifications assigned to the Maintenance, Operations and Repair Unit, Police Unit and Fire Unit; up to 70 percent to Management and Confidential employees; and up to 100 percent to the Professional, Technical and Administrative Support Unit.

There shall be no obligation to the City to reschedule the normal work hours of eligible employees to facilitate their taking advantage of the Tuition Reimbursement Program.

18.6.2 ELIGIBLE COURSES

Unless otherwise provided in a Memorandum of Understanding between the City and a recognized employee organization, the following criteria will be used in determining eligibility for reimbursement:

- Eligible courses must have a reasonable potential for resulting in more effective City service.
- Eligible courses must be directly related to the employee's occupational field with the City or directly related to and be part of a planned course of study being actively pursued for promotion in the City service.
- Eligible courses must be presented by an accredited high school, college, university or other accredited institutions.
- Eligible courses must be satisfactorily completed. A grade of "C" or higher is required for reimbursement.

18.6.3 INELIGIBLE COURSES

Courses which do not qualify for this benefit are:

- Courses taken to bring unsatisfactory performance up to an acceptable level.
- Courses which duplicate in-service training or other training the employee has already received.
- Courses for which the employee receives reimbursement from any other source.

18.6.4 MAXIMUM REIMBURSEMENT

Employees in position classifications assigned to the employee representation groups listed below shall be limited to the maximum reimbursement of tuition or fees as specified in his or her respective Memorandum of Understanding:

- Professional, Technical and Administrative Support Unit
- Maintenance, Operations and Repair Unit

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- Police Unit
- Fire Unit
- Management and Confidential employees

18.6.5 PROCEDURES

- The employee shall submit the appropriate Tuition Reimbursement Application to his/her Department Director at least two weeks prior to the first class session (see attachments).
- The completed Application form indicating approval or disapproval shall be returned to the employee.
- Upon completion of the course, the employee shall submit a Tuition Reimbursement Request form with the required documentation.

18.7 WHISTLEBLOWER PROTECTION

If any employee reasonably believes that a policy, practice, or activity of the City is in violation of state or federal law, that employee may file a written complaint with the Human Resources Director. If the employee believes that the Human Resources Director is involved in the violation, then the written complaint may be filed with the City Attorney or member of the City Council. It is the intent of the City to adhere to all laws and regulations that apply to the City.

The City will not retaliate against an employee who has, in good faith, made a protest or raised a complaint against a practice of the City on the basis of a reasonable good faith belief that the practice is in violation of state or federal law or a clear mandate of public policy.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approval of Plans & Specifications for Vineyard Avenue Resurfacing,
Authorization to Solicit Bids

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approves project plans, specifications, and working details, and authorizes staff to solicit bids for the Vineyard Avenue Street Resurfacing Project No. PW16-12.

BACKGROUND

Vineyard Avenue is a major east/west arterial in the northern half of the City. The Vineyard Avenue Street Resurfacing Project consists of resurfacing the existing asphalt concrete pavement on Patterson Road and Vineyard Avenue from Gonzales Road on the south to Oxnard Boulevard on the east. The specific work includes the furnishing of all materials, tools, equipment, and labor required to improve the street from curb to curb, milling of existing asphalt concrete pavement, placement and compaction of asphalt rubberized concrete, slurry seal and crack fill. Other components include excavation and reconstruction of failed areas, concrete repairs, adjusting utility covers to finished grade, relocating street lights and irrigation pipes, removing and replacing street name signs, and traffic striping and markings.

The estimated funding for the Vineyard Street Resurfacing Project, \$2,503,625, is a combination of federal and local funds. The federal funds are \$2,020,975 and the City would provide a local match of \$482,650. The federal funds must be obligated by September 30, 2019. The federal

Approval of Plans & Specs for Vineyard Ave Resurfacing PW16-12

July 18, 2017

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funds are reimbursed to the City in progress payments for which the City invoices Caltrans at least every six months. Construction is expected to start in October 2017.

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

Objective 3a. Maximize funding sources.

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

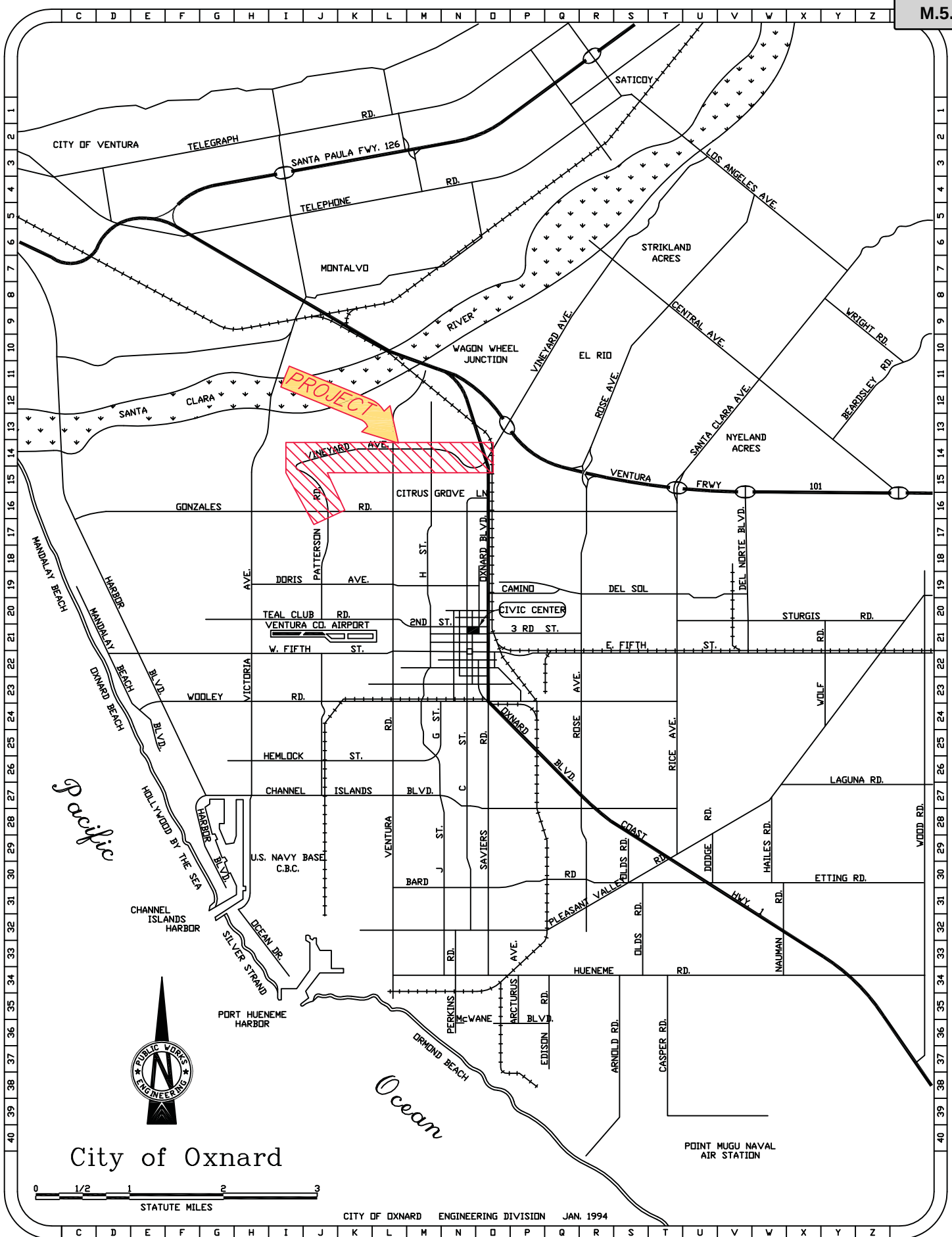
After the City receives and evaluates bids, staff will return to City Council to recommend the award of a contract to the lowest bidder. Staff will request the City Council to recognize the federal grant awarded and identify local matching funds for appropriation at the same time.

Note: Plans and specifications for Vineyard Avenue Resurfacing PW16-12 will be available for review at the City of Oxnard Public Works Department, 305 West Third Street, Third Floor, East Wing, Oxnard, CA 93030, after 8:00 a.m. on the Thursday prior to the City Council Meeting.

ATTACHMENTS:

Attachment A - Location Map - Vineyard Ave

Attachment B - W Vineyard Ave





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

A rectangular area that has been redacted, likely containing a signature or stamp.

SUBJECT: Ventura County Work Release Agreement No. A-7974

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute an agreement with Ventura County in the amount not to exceed \$180,000 per year for a total of \$540,000 for landscaping services at College Park, RiverPark, City alleys and for other City projects.

BACKGROUND

The City has had an agreement in place with Ventura County for use of the Work Release Program since 2009. This work release contract will allow for flexible staffing for landscape maintenance at a lower cost during peak demand periods. The tasks these crews will be performing do not require any landscaping knowledge or experience. The RiverPark Community Facilities District (CFD) contains 112 acres of parks and open spaces. Through the RiverPark CFD, the City is currently maintaining 90 acres and 22 acres will be added in fiscal year 17-18. The Measure O maintained parks include College Park (70 acres overall and 46 acres developed) and East Village Park (6.5 acres). The City has 28 miles of landscaped medians within the City limits. This agreement is for \$180,000 per year for a total amount of \$540,000.

The Ventura County Work Release Program has several benefits for the City of Oxnard. Each crew comes with its own transportation and supervision. The City does not pay overhead costs

Ventura County Work Release Agreement No. A-7974

July 18, 2017

Page 2

associated with City staff. The County pays for all medical treatment and Workers' Compensation claims required.

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

Funding for the work release contract will come from the RiverPark CFD, the Parks General Fund, and Parks Measure O.

RiverPark CFD	\$ 90,000
Parks General Fund	\$ 60,000
<u>Parks Measure O</u>	<u>\$ 30,000</u>
Annually	\$180,000

ATTACHMENTS:

Attachment A - Agreement No. A-7974

Agreement No.A-7974

**VENTURA COUNTY AGREEMENT FOR WORK RELEASE LABOR
INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, by and between the County of Ventura ("County") and the City of Oxnard ("Agency"). The purpose of this Agreement is for County to provide to Agency labor performed by participants in County's Work Release Program ("Participants").

Now, therefore in consideration of the mutual promises, obligations, and covenants hereinafter contained, Agency and County agree as follows:

1. Term. This Agreement shall commence on the date first written above and shall terminate three (3) years thereafter, unless sooner terminated by either party.
2. Scope of Services. In consideration for fees paid under paragraph 3 below, County will furnish labor, transport Participants to and from work locations unless other mutually agreed upon written arrangements are made, and supervise the Participants in completing mutually agreed upon projects. Tasks may include, but are not limited to the following:
 - a. Weed abatement within Agency maintained areas. This includes Agency parks, detention basins, trail systems, and medians.
 - b. Trash abatement within Agency maintained areas.
 - c. Landscape renovation within Agency maintained areas to include but not limited to: Removal of dead/dying plant material, soil preparation, planting of replacement plant material, and trimming of plant material.
 - d. Work with the Agency's irrigation crews performing maintenance and repair within Agency maintained areas.
 - e. Work with the Agency's mower crew performing the following tasks: use of string trimmer edger and blower within Agency maintained areas.

Participants will work collectively in a "Crew." The normal size of a supervised Crew will be 8 to 12 individuals, supervised by one County employee from the Probation Agency. The number of Crews provided will depend on availability of Participants and the needs of the Agency.

Before Participants begin work, Agency will provide clear direction as to the location, nature, and scope of work to be performed by Participants. Agency will, at all times during the period when Participants are performing work, make available a person who will serve as a point of contact to answer questions about the location, nature, and scope of work, and to provide inspection and verification of work, upon request by County, Crew, or Participants. The point of contact person must be available for immediate response.

3. Compensation. Agency must pay County a rate of \$550 per Crew per day. The City will pay the County from three distinct funds that cannot be commingled. Thus, the maximum amount of this three-year agreement is \$540,000. The County's rate will be recomputed annually and revised accordingly, determined by County, based on County's costs and thereafter charged at revised rate; the County shall give the City thirty (30) days' notice before any such change. Such revision and rate are deemed to be incorporated by reference herein at the time of written notification thereof to Agency.
4. Supervision. Supervision of Participants will include enforcement of Work Release policies, including transportation of any Participant who refuses to work, becomes unable to work, or disrupts the work, and supervision of work performed by Participants for Agency.
5. Replacement of Problem Participants. If, due to the removal of a Participant from a Crew, it becomes necessary to replace that Participant, and if a replacement Participant is immediately available, County will make reasonable efforts to provide a replacement Participant.
6. Supplies and Materials. Agency will provide all necessary tools, supplies and materials, including any safety equipment, needed by Participants to complete the assigned projects. Agency will provide a safe working environment, including, but not limited to, any necessary signage, barriers, or other safety devices typically used for similar work when performed by Agency personnel.
7. Injuries. Where County furnishes supervision for labor to Agency, County will provide for necessary medical treatment for injuries or illness suffered by Participants while in the course and scope of the performance of labor provided under this Agreement. Should Workers' Compensation benefits be required, County will provide such benefits to Participants.
8. Mutual Indemnification. Each party must hold harmless, immediately defend, and indemnify the other party and its directors, councilmembers, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons and damage to property to the extent arising out of, resulting from, or in connection with, the indemnifying party's performance or failure to perform any of its obligations in this Agreement. The provisions of this paragraph will survive the term and termination of this Agreement.
9. Insurance:
 - a. County must maintain a program of self-insurance during the performance of any services under this Agreement meeting the requirement of the insurance coverage specified in Exhibit Ins-D, attached hereto and incorporated herein by reference. Agency acknowledges that County is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Agency is self-insured for general liability claims in accordance with Government Code sections 989 and 990.

- b. County must, prior to performance of any services, file with the Agency's Risk Management evidence of coverage as specified in Exhibit Ins-D.
 - c. Maintenance of insurance coverages by County is a material element of this Agreement. County's failure to maintain insurance coverages may be considered a material breach of this Agreement.
10. Accounting. Upon request by Agency, County will provide an accounting of the number of Crews employed by Agency during each month.
 11. Independent Contractor. In the performance of this Agreement, County is an independent contractor, and County's officers, agents, employees, assigns and Participants are not employees of Agency. County has the right to exercise full control over the method of completing the work for the Agency. County's officers, agents, employees, assigns, and Participants are not entitled to receive from Agency any of the benefits or rights afforded employees of Agency, including, but not limited to, reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits. County and its officers, agents, employees, assigns, and Participants has no power to incur any debt, obligation, or liability on behalf of Agency, bind Agency in any manner, or otherwise act on behalf of Agency other than as stated in this Agreement. County and its officers, agents, employees, assigns, and Participants may not, at any time or in any manner, represent that they are in any manner agents, officers or employees of the Agency.
 12. Termination. Either party may terminate this Agreement with or without cause at any time, immediately upon written notice to the other.
 13. Notices. All notices and other official correspondence relating to this Agreement must be made by depositing first-class postage-paid mail to the address as follows:

County:

Mark Varela
 Director / Chief Probation Officer
 Probation Agency
 800 South Victoria Avenue
 Ventura, CA 93009

Agency:

Dean Yamamoto, Interim Parks Manager
 City of Oxnard
 1060 Pacific Avenue, Building 3
 Oxnard, CA 93030

Or to such other address as either party may designate hereinafter in writing delivered to the other party. Said notice will be deemed to have been received three (3) days after mailing.

14. Assignment. This Agreement may not be assigned by the County, either in whole or in part, without the written consent of the Agency.
15. Amendment. No alteration or variation of this Agreement is valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
16. Payment. County may submit monthly written invoices based upon the services rendered under this Agreement, and Agency must pay the undisputed amounts on those invoices within sixty (60) days of the Agency's receipt of said invoices. The County may issue separate invoices or one combined invoice for services rendered, but in either case, each invoice must state clearly whether the particular listed services were rendered for the City, River Park, or College Park regions.
17. Force Majeure. Neither Agency nor County is responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
18. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
19. Governing Law; Venue. The construction and interpretation of this Agreement and the rights and duties of Agency and County hereunder are governed by the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement is in the Ventura County Superior Court.
20. Compliance with Laws. Agency and County must comply with all applicable state and federal laws and regulations pertaining to the services performed by County under this Agreement.
21. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision.
22. No Waiver. No waiver of a breach of any provision of this Agreement by either Agency or County will constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Agency or County to enforce at any time, or from time to time, any provision of this Agreement, must not be construed as a waiver of such provision or breach.
23. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed as original and all of which, when taken together, are deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email, or by other means of electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

24. Arbitration. In the event of any dispute with regard to the provisions of this Agreement, the services rendered, or the amount of County's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.
25. Expenses of Enforcement. Each party is responsible for its respective costs of litigation, including attorneys' fees and expenses, which may include investigation fees and expert witness fees, that arise as a result of any dispute involving the terms and conditions of this Agreement.
26. Authority to Execute. Agency acknowledges that the people executing this Agreement have been duly authorized by the City Council to do so on behalf of Agency. County acknowledges that the person executing this Agreement has been duly authorized by County to do so on behalf of County.
27. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.
28. Headings. The headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any part of it.
29. Audit. The State Auditor may examine and audit Agency, County, or both, for a period of three (3) years after final payment under the Agreement. County must maintain and preserve all such records for a period of at least three (3) years after final payment under the Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.

AGENCY:
CITY OF OXNARD

COUNTY OF VENTURA:

Tim Flynn, Mayor

Mark Varela,
Director/Chief Probation Officer

ATTEST:

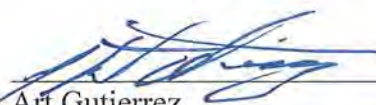
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

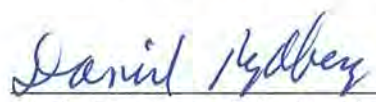


Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:



Art Gutierrez,
Interim Maintenance Services Manager



Daniel Rydberg, P.E., Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

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 location 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. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

2. Contractor 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-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

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

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

4. Contractor 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 Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. 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-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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.

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

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

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

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [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 LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rev. 6/17

Rev. 6/17

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Response to Grand Jury Report Titled "Water Considerations for Cities"

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That the City Council approve, authorize the City Manager to execute, and authorize the City Manager or his designee to submit to the presiding judge of the superior court the City of Oxnard's response to the Ventura County Grand Jury's report titled "Water Considerations for Cities," dated May 8, 2017, in the form included as Attachment C.

BACKGROUND

This item was presented to the Utilities Task Force (UTF) on June 15, 2017 and the UTF directed the item to be presented to City Council for approval to provide a response to the Ventura County Grand Jury's "Water Consideration for Cities" report.

The 2016-2017 Ventura County Grand Jury (Grand Jury) published a report titled "Water Considerations for Cities." The report investigated whether Ventura County (County) cities have adequately considered long-term water needs. The investigation examined existing urban water demand, future demand, and the potential sources of water. As specified in Section 933(c) of the California Penal Code, cities are required to comment on the findings and recommendations contained in a grand jury report within 90 days.

Response to Grand Jury Report Titled "Water Considerations for Cities"

July 18, 2017

Page 2

The Grand Jury reviewed 2015 Urban Water Management Plans (UWMPs) of the 10 cities within Ventura County, including the City of Oxnard's 2015 UWMP. The Grand Jury requested each of the 10 incorporated cities in the County to provide information on how it would meet water needs and conservation targets through 2026. The Grand Jury concluded the plans meet the minimum State requirements. However, the Grand Jury also concluded there is over reliance on imported water, requiring expensive and unfunded infrastructure changes. While the plans address the minimum State-requested three-year drought scenarios, none of the plans address a longer drought.

The Grand Jury recommends that all Ventura County cities collaborate with all of the County water purveyors to develop long term plans to respond to catastrophic disruptions of water supplies and droughts exceeding three years. The Grand Jury further recommends that all city councils ensure all future water availability plans clearly identify any potential water sources that are based on unfunded or unpermitted infrastructure. Additionally, the Grand Jury recommends that the city councils extend drought conservation measures during non-drought years and to use the same data source when making population projections.

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.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

None.

ATTACHMENTS:

- A. Grand Jury Report "Water Considerations for Cities," dated May 8, 2017
- B. Grand Jury Report Response Form
- C. Response to Grand Jury Report Titled "Water Considerations for Cities", dated May 8, 2017 with cover letter

Grand Jury

800 South Victoria Avenue

Ventura, CA 93009

(805) 477-1600

Fax: (805) 658-4523

grandjury.countyofventura.org



May 17, 2017

Confidential

Dear City Manager:

The Ventura County Grand Jury has completed the attached report titled "Water Consideration for Cities." This copy of the report is being provided to you two days in advance of its public release, as required by California Penal Code §933.05 (f), which states:

A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Please check the last page of text of the report for the timing of your response, if any, as required by the Penal Code. Sections 933 through 933.05 of the Penal Code are attached for your reference. Also attached is a form for your responses to Grand Jury findings/conclusions and recommendations.

Please keep in mind that this report must be kept confidential until its public release by the Grand Jury.

Respectfully,

A handwritten signature in blue ink that reads "Pamela Riss".

Pamela Riss, Foreperson
2016-2017 Ventura County Grand Jury

ATTACHMENT: Response to Grand Jury Report Form



Grand Jury
 800 South Victoria Avenue
 Ventura, CA 93009
 (805) 477-1600
 Fax: (805) 658-4523

grandjury.countyofventura.org

Response to Grand Jury Report Form

Report Title: _____

Report Date: _____

Response by: _____ Title: _____

FINDINGS / CONCLUSIONS

- I (we) agree with the findings / conclusions numbered: _____
- I (we) disagree wholly or partially with the Findings / Conclusions numbered: _____

(Attach a statement specifying any portions of the Findings / Conclusions that are disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered _____ have been implemented.
 (Attach a summary describing the implemented actions and date completed.)
- Recommendations number _____ have not yet been implemented, but will be implemented in the future.
 (Attach a time frame for the implementation.)
- Recommendations numbered _____ require further analysis.
- Recommendations numbered _____ will not be implemented because they are not warranted or are not reasonable.

Date: _____ Signed: _____

Number of pages attached: _____

Ventura County Grand Jury 2016 - 2017



Final Report

WATER CONSIDERATIONS FOR CITIES

May 8, 2017

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WATER CONSIDERATIONS FOR CITIES

Summary

The 2016-2017 Ventura County Grand Jury (Grand Jury) investigated whether Ventura County (County) cities have adequately considered long-term water needs. This investigation examined existing urban water demand, future demand, and the potential sources of water.

California (State) recently endured a five year drought. While the statewide drought has eased, conditions in the County have not returned to normal. Several of the County reservoirs are significantly below capacity and there is no clear understanding of how recent rainfall will recharge the ground water basins. The occurrence and duration of the next drought is unpredictable.

The Grand Jury requested each of the 10 incorporated cities in the County provide information on how they would meet water needs and conservation targets through 2026. The cities (Cities) referred the Grand Jury to State mandated Urban Water Management Plans. The Grand Jury concluded the plans meet the minimum State requirements. However, the Grand Jury also concluded there is over reliance on imported water, requiring expensive and unfunded infrastructure changes. While the plans address the minimum state-required three-year drought scenarios, none of the plans address a longer drought. The current drought has lasted over five years. Catastrophic water shortages do not appear to have been given high priority in the Urban Water Management Plans.

The Grand Jury recommends the 10 city councils collaborate with all the County water purveyors to develop long term plans to respond to catastrophic disruptions of water supplies and droughts exceeding three years. The Grand Jury further recommends the 10 city councils ensure all future water availability plans clearly identify any potential water sources that are based on unfunded or unpermitted infrastructure.

Background

After years of extreme drought, Southern California is now free of the worst conditions after a deluge of rain in December, January and February. While the County has shaken off the extreme drought designation for the first time since 2013, the drought hasn't gone away. The County remains in a moderate drought category. Despite the improving conditions, many of the nearby reservoirs are still at less than 50% of capacity. (Ref-01, Ref-02)

California has experienced three periods of extreme drought in the last 100 years. Each of those episodes lasted at least four years. Ancient California mega-droughts have lasted over 200 years. Referring to the recent drought, California State

Climatologist Michael Anderson noted, "The funny thing about this weather pattern — it's about as unpredictable as you can get." (Ref-03, Ref-04)

While both urban development and agriculture are dependent on adequate supplies of water, this investigation focused on the relationship between water supplies and urban development in the County. Since the enactment of the Ventura County Guidelines for Orderly Development in 1969 (and subsequent actions including the Save Our Agricultural Resources [SOAR] measures), most future urban development in the County will happen in the incorporated Cities. In many cases, the water supplies needed to allow urban development are not controlled by the Cities. Instead, public and private water agencies provide the water and project both demand and supplies. This information is used by Cities to determine water availability. (Ref-05, Ref-06, Ref-07)

It is noted in the Casitas Mutual Water District's (CMWD) Urban Water Management Plan (UWMP) that, "...water agencies may need to mitigate and adapt to new strategies, which may require reevaluating existing agency missions, policies, regulations, facilities, funding priorities, and other responsibilities. There will be more competition for scarce water supplies between people and the environment. Resolving this conflict will be one of the biggest challenges confronting water agencies." (Ref-08)

The supplies, sources, and demands for water in the County are not uniform. The sources include:

- Wells pumping groundwater from aquifers
- Surface water
- Imported water
- Water from desalters and recycling

The State of California requires an UWMP be prepared and updated every five years by urban and wholesale water suppliers and retail water agencies. In some cases, a city's water supply will be addressed in several retail suppliers' UWMPs, as well as in several wholesale and retail providers' plans. The UWMPs include the following objectives:

- Describe the water systems
- Quantify anticipated water demands over a 20-year period
- Identify and quantify water resources over a 20-year period
- Summarize reliability of water resources for existing and future demands, in normal, dry, and multiple dry years, over a 20-year period
- Summarize water conservation and efficient water use programs

Cities project future land use and development based on demographic forecasts. Development plans are potentially constrained by the water availability identified in the UWMPs. (Ref-09)

Methodology

The Grand Jury requested that each of the 10 cities in the County provide information on how the Cities will ensure the availability and sustainability of water through 2026. This request asked each city to provide:

- The amount of water in acre feet (AF) available per year (by source/provider) to the city through 2026
- The amount of water required per year by the city to meet existing demand and provide for permitted and planned growth through 2026
- Water conservation plans and policies the city has enacted and any expected reductions in current demand
- Actions the city is taking to ensure compliance with water conservation measures
- Actions taken by the city which require water conservation or off-sets of water use for new development or redevelopment

The Grand Jury reviewed the Cities' state mandated UWMPs in addition to plans from wholesale and retail water providers.

The Grand Jury researched applicable state regulations and conducted extensive internet research on drought and water management.

Facts

FA-01. Providing water to the Cities is complicated. In many parts of the County, water is provided through imports from water wholesalers such as the Metropolitan Water District (MWD), Calleguas Municipal Water District (Calleguas), and the United Water Conservation District (UWCD). In other cases, water is obtained through local supplies, including ground water, runoff stored in reservoirs, and recycling. (Ref-08, Ref-10, Ref-11, Ref-12, Ref-13, Ref-14, Ref-15, Ref-16, Ref-17, Ref-18, Ref-19, Ref-20, Ref-21)

FA-02. Projected water demand in the wholesale agency reports is based on population projections from a number of sources including:

- Southern California Association of Governments (SCAG)
- California Department of Finance
- U.S. Census
- Ventura Council of Governments (VCOG)/County Planning

(Ref-22, Ref-23, Ref-24, Ref-25)

FA-03. Without a significant increase in the amount of available water, MWD projects by 2040, there will be water restrictions in eight out of every 10 years. Without significant conservation, annual retail water demand within MWD will outstrip resources by approximately 1.3 million AF or 22%. (Ref-29)

FA-04. All but one of the Cities and all of the water suppliers have submitted 2015 UWMPs to the State for approval. These plans indicate:

- There are sufficient water supplies for the long term. In some cases, this is based on anticipated increases in imported water. In other cases, it is based on having historical average supplies of surface water, groundwater, and the development of new water sources including recycling and desalting facilities. The increased importation of water is reliant on new infrastructure which has neither been approved nor funded.
- Most of the Cities are predicting increased supply in excess of future demand.
- All of the Cities have adopted drought regulations and enforcement measures for short-term drought.
- The Cities' plans do not quantify the impact of individual conservation measures. They do consider savings due to changes in household plumbing fixtures and outdoor water use.

(Ref-08, Ref 10, Ref 11, Ref 12, Ref 13, Ref 14, Ref 15, Ref 16, Ref 17, Ref 18, Ref 19, Ref 20, Ref 21, Ref 26, Ref-27, Ref-28, Ref 30, Ref-31)

FA-05. The Cities all complied with the minimum State requirements for water conservation to address the recent drought. When drought conditions ease, some Cities may choose to ease water use restrictions. (Ref-32, Ref-33, Ref-34, Ref-35)

FA-06. All of the Cities' UWMPs predict having sufficient water to serve the 2035 or 2040 estimated population. These predictions do not include any consideration of a water constrained future of frequent and extensive periods of drought. (Ref-08, Ref-10, Ref-11, Ref-12, Ref-13, Ref-14, Ref-15, Ref-16, Ref-17, Ref-18, Ref-20, Ref-21)

FA-07. The Cities' UWMPs have complied with a State mandate requiring the prediction of water availability in the event of droughts lasting at least three years. Water providers' projections may exceed the State minimum and consider droughts longer than three years. However, none of the Cities' UWMPs exceed the minimum requirement. The recent drought lasted more than five years. (Ref-08, Ref-10, Ref-11, Ref-12, Ref-13, Ref-14, Ref-15, Ref-16, Ref-17, Ref-18, Ref-20, Ref-21)

FA-08. With limited exceptions, urban growth will take place inside the Cities and not in the unincorporated areas of the County. This is due to the combination of long standing County policies based on the 1969 Ventura County Guidelines for Orderly Development, greenbelt agreements, and the SOAR measures. (Ref-05, Ref-06, Ref-07)

FA-09. The City of San Buenaventura's plan to annex land for development was turned down by the Local Agency Formation Commission (LAFCo) in February, 2017, due to inadequate future supplies of water. On April 20, 2017, LAFCo revised its decision to allow for the annexation dependent on

Ventura Water providing a letter of proof that the city has enough water. (Ref-36)

- FA-10.** Most of the Cities' UWMPs provide a cursory plan to address catastrophic failures or long-term interruptions within the system. These include infrastructure failures, damage to the groundwater caused by saltwater intrusion, or other environmental disasters. The Cities' UWMPs typically state conservation measures will be instituted in the case of long term disruptions. Two water wholesalers, Calleguas and MWD, address catastrophic events in their UWMPs, primarily by identifying stored sources of water. Both Calleguas and MWD's plans anticipate a 25% reduction in water supplies in the event of disaster. (Ref-08, Ref-10, Ref-11, Ref-12, Ref-13, Ref-14, Ref-15, Ref-16, Ref-17, Ref-18, Ref-19, Ref-20, Ref-21, Ref-26, Ref-27, Ref-28, Ref-30, Ref-31)
- FA-11.** The State of California Bay-Delta Authority and the California Department of Water Resources' worst-case scenario projects water imports from the State Water Project (via the Sacramento Delta) could be unavailable for a year. (Ref-37)
- FA-12.** Calleguas delivers water to about 75% of the County. Three quarters of Calleguas' water comes from Northern California through the State Water Project aqueduct. If an earthquake were to damage the aqueduct, Calleguas would run out of water in about a month. Authorities state an earthquake cutting off the aqueduct isn't a question of "if"; it's a question of "when". (Ref-38)
- FA-13.** Building water purification facilities, desalination plants, desalters, recycling plants, additional pipelines, and storage facilities are expensive capital projects. The costs will be paid for by the current and future ratepayers. For example, seawater desalination costs more than twice as much as importing water into the County. (Ref-39, Ref-40)
- FA-14.** The source of imported water for Ventura County is precipitation, primarily from the Sierra snowpack and rainfall in the Colorado River Basin. Over the last 100 years, the amount of precipitation in parts of the Sierra has steadily declined. The snowpack is also reduced by rising temperatures in California over the last century. (Ref-41, Ref-42, Ref-43, Ref-44, Att-02, Att-03)
- FA-15.** Since 1912, the average temperature in the State has increased by .06 degrees Fahrenheit per decade. This warming trend contributes to increased amounts of precipitation falling as rain, not snow, in the Northern Sierra. The State Water Project, which provides much of the water used in the County, depends upon precipitation falling as snow instead of rain. Most Sierra rainfall is not captured and thus not available for public use. (Ref-42, Ref-43) (Att-02, Att-03)
- FA-16.** The City of Santa Paula has not complied with the State requirement to submit its 2015 UWMP by the deadline of July 1, 2016. On October 27, 2016 the State sent the City a letter regarding the non-submittal of its UWMP. A complete draft had not been accepted by the State for review as

of April 13, 2017. Failure to comply threatens the City's eligibility for future State grants or loans. (Ref-45, Ref-46)

Conclusions

- C-01.** Cities' water plans are based on historic water availability patterns which may no longer be applicable. Over the last 100 years, water availability from precipitation has been trending downward and may never return to what was considered average. (FA-04, FA-06, FA-14, FA-15)
- C-02.** Cities' plans address the minimum, state-required, three-year drought scenarios. None of the UWMPs address a long term drought, even though the current drought has lasted over five years. (FA-04, FA-05, FA-06, FA-07)
- C-03.** Long term city plans are based on the optimistic view there will be as much water available in 2035 or 2040, as there was in 2010. Additional future water resources are not well-defined other than being described as imported water or coming from recycling and conservation efforts. (FA-01, FA-04, FA-06, FA-09)
- C-04.** Current and future ratepayers will bear the burden of the cost of building water purification facilities, desalination plants, desalters, recycling plants, additional pipelines, and storage facilities needed to ensure there is an adequate water supply system in the future. (FA-04, FA-13)
- C-05.** Since many of the cities in the County rely on MWD wholesale water, Cities should base UWMPs on the wholesalers' prediction that retail water demand will outstrip total reliable water resources by 2040. (FA-03)
- C-06.** The UWMPs use different sources for analyzing past and future populations. The inconsistency makes it difficult to compare plans, especially when cities have multiple retail water providers. Some UWMPs even use different population sources within the same report. (FA-02, FA-08)
- C-07.** Cities' water plans do not appear to adequately address catastrophic failures or interruptions within the system, such as:
- infrastructure failures (dams)
 - major earthquake destruction
 - damage to the groundwater
 - saltwater intrusion
 - environmental disasters (oil or chemical spills)
- (FA-10, FA-11, FA-12)
- C-08.** The City of Santa Paula has been out of compliance with State law for nine months by failing to submit a 2015 UWMP, threatening access to future State funding. (FA-16)

Recommendations

- R-01.** The Grand Jury recommends the 10 city councils collaborate with all the County water purveyors to develop long term plans to respond to catastrophic disruptions of water supplies. (C-07)
- R-02.** The Grand Jury recommends the 10 city councils use the same data source when making population projections. (C-06)
- R-03.** The Grand Jury recommends the 10 city councils develop drought plans that extend at least 5 years. (C-02)
- R-04.** The Grand Jury recommends the 10 city councils extend drought conservation measures during non-drought years. (C-01, C-03, C-05)
- R-05.** The Grand Jury recommends the 10 city councils ensure all future water availability plans clearly identify any potential water sources that are based on unfunded or unpermitted infrastructure. (C-03, C-04, C-05)
- R-06.** The Grand Jury recommends the Santa Paula City Council direct staff to comply with State requirements for submission of the 2015 UWMP. (C-08)

Responses

Responses Required From:

City Council, City of Camarillo (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of Fillmore (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of Moorpark (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of Ojai (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of Oxnard (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of Port Hueneme (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of San Buenaventura (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of Santa Paula (C-01, C-02, C-03, C-04, C-05, C-06, C-07, C-08, R-01, R-02, R-03, R-04, R-05, R-06)

City Council, City of Simi Valley (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

City Council, City of Thousand Oaks (C-01, C-02, C-03, C-04, C-05, C-06, C-07, R-01, R-02, R-03, R-04, R-05)

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Attachments

- Att-01.** SCAG Demographics and Growth Forecast – December 2015
Att-02. Northern California Sample Precipitation Trends: Susanville 1896-2016 and Mammoth Lakes 1995-2017; Applied Climate Information System. NOAA Regional Climate Centers
Att-03. NOAA National Centers for Environmental Information, Climate at a Glance, California Average Temperature, 1896-2017

Glossary

TERM

DEFINITION

Acre Foot

A foot of water covering one acre or 325,990 gallons of water. A typical California household uses approximately one half of an acre-foot annually.

Cities

Incorporated cities in Ventura County

County

County of Ventura

Calleguas

Calleguas Municipal Water District

CMWD

Casitas Mutual Water District

Desalination

The process of converting ocean water into potable water

Desalter

A facility for removing minerals, including salt, from groundwater to make the water usable, although not necessarily potable

Drought

National Weather Service uses Palmer Drought Severity Index to provide information about drought severity. The Palmer Drought Severity Index combines temperature, precipitation, evaporation, transpiration, soil runoff and soil recharge data for a given region to produce a single negative number that indicates drought conditions. This index serves as an estimate of soil moisture deficiency and roughly correlates with drought severity.

- Normal

0 and minus 1 indicate non-drought conditions

- Moderate

minus 2 is moderate drought

- Severe

minus 3 is severe drought

- Extreme

minus 4 is extreme drought

- Exceptional	minus 5 or greater is an exceptional drought
DWR	California State Department of Water Resources
Grand Jury	2016-2017 Ventura County Grand Jury
Imported water	Water transported from a water basin or watershed via pipeline or aqueduct
Mega-drought	A drought lasting over 200 years
MWD	Metropolitan Water District of Southern California
NOAA	National Oceanic and Atmospheric Administration
Potable Water	Drinkable water
SCAG	Southern California Association of Governments
UWCD	United Water Conservation District
UWMP	Urban Water Management Plan
VCWD	Ventura County Waterworks District

Disclaimer

This report is issued by the 2016-2017 Ventura County Grand Jury. Due to a potential conflict of interest, a member of this Grand Jury was excused from participating in any aspect of the production of this report.

Attachment 01

SCAG Demographics and Growth Forecast – December 2015

SCAG DEMOGRAPHICS AND GROWTH FORECAST - December 2015

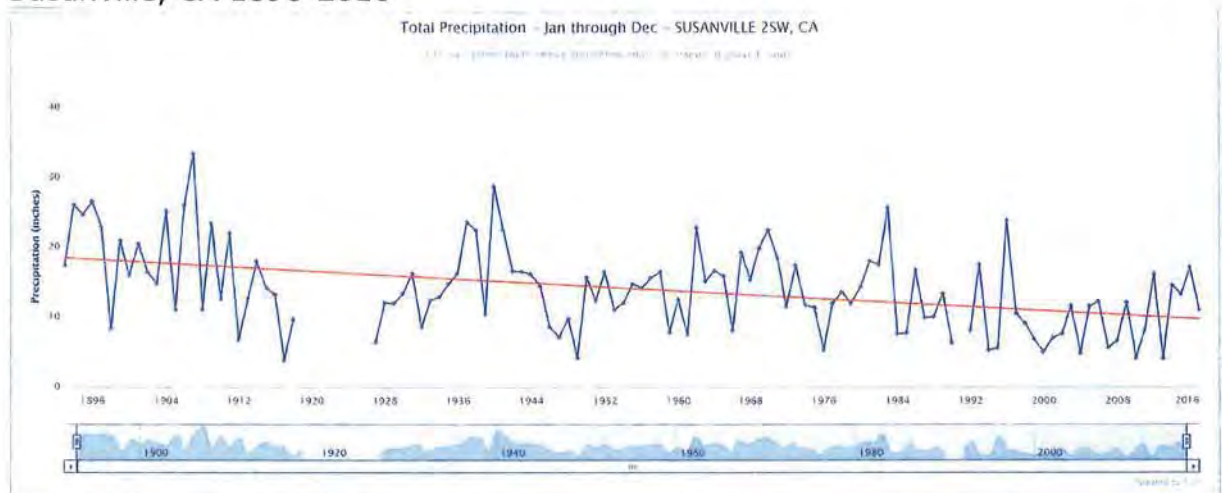
Agency	2010 Population	2040 Population	Change	% Change
Camarillo	66,300	79,900	13,600	20.5%
Fillmore	18,800	21,800	3,000	16.0%
Moorpark	34,800	43,000	8,200	23.6%
Ojai	7,500	8,400	900	12.0%
Oxnard	200,100	237,300	37,200	18.6%
Port Hueneme	21,800	22,400	600	2.8%
San Buenaventura	106,700	125,300	18,600	17.4%
Santa Paula	29,800	39,600	9,800	32.9%
Simi Valley	125,100	142,400	17,300	13.8%
Thousand Oaks	127,800	131,700	3,900	3.1%
Unincorporated	96,700	113,600	16,900	17.5%

Attachment 02

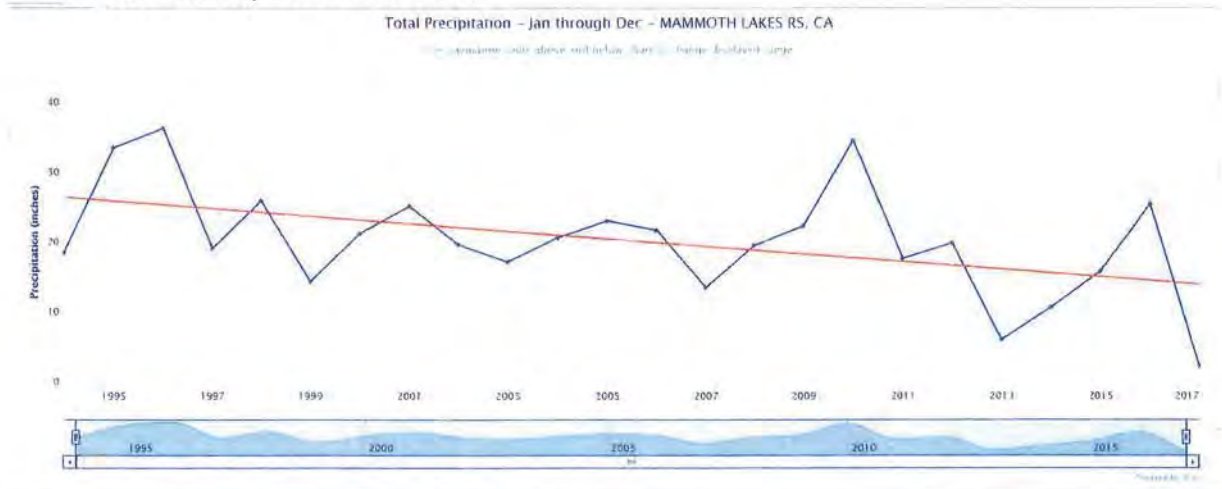
**Northern California Sample Precipitation Trends: Susanville 1896-2016
and Mammoth Lakes 1995-2017**

Sierra Precipitation

Susanville, CA 1896-2016



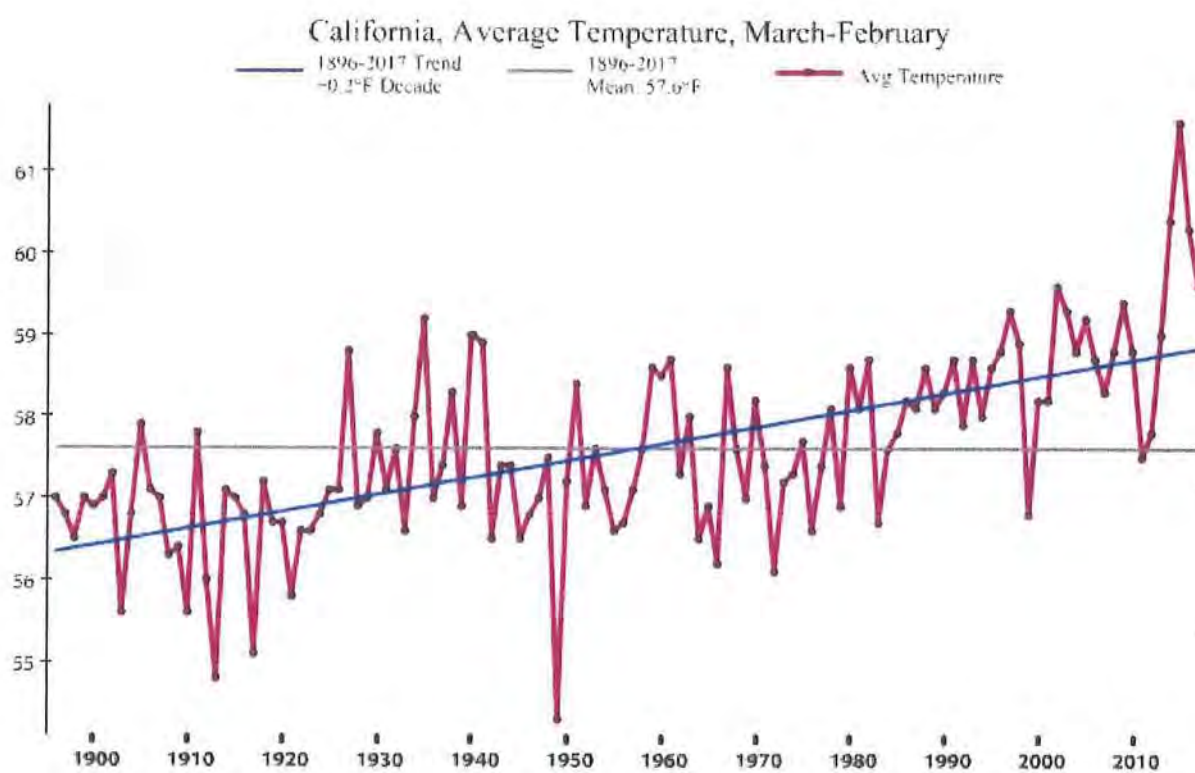
Mammoth Lakes, CA 1995-2017



SOURCE: Applied Climate Information System. NOAA Regional Climate Centers

Attachment 03

**NOAA National Centers for Environmental Information, Climate at a Glance,
California Average Temperature, 1896-2017**



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Grand Jury

800 South Victoria Avenue

Ventura, CA 93009

(805) 477-1600

Fax: (805) 658-4523



grandjury.countyofventura.org

Response to Grand Jury Report Form

Report Title: Water Considerations for CitiesReport Date: May 8, 2017Response by: Greg Nyhoff Title: City Manager

FINDINGS / CONCLUSIONS

- I (we) agree with the findings / conclusions numbered: C-04, C-05, C-06
- I (we) disagree wholly or partially with the Findings / Conclusions numbered:
C-01, C-02, C-03, C-07
(Attach a statement specifying any portions of the Findings / Conclusions that are
disputed; include an explanation of the reasons.)

RECOMMENDATIONS

- Recommendations numbered R-04 have been implemented.
(Attach a summary describing the implemented actions and date completed.)
- Recommendations number R-01, R-02, R-03
R-05 have not yet been implemented, but will be
implemented in the future.
(Attach a time frame for the implementation.)
- Recommendations numbered _____ require further analysis.
- Recommendations numbered _____ will not be implemented because they are
not warranted or are not reasonable.

Date: _____ Signed: _____

Number of pages attached: 6

Greg Nyhoff
City Manager



Office of the City Manager

300 West Third Street
Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.oxnard.org

July __, 2017

County of Ventura—Grand Jury
800 South Victoria Avenue
Ventura, CA 93009

Attn: Ms. Pamela Riss, Foreperson of the 2016-2017 Ventura County Grand Jury

Dear Ms. Riss:

The City of Oxnard received the report titled "Water Considerations for Cities" dated May 8, 2017. Enclosed please find the City of Oxnard's responses to your inquiries. If you have any further inquiries, please do not hesitate to contact me.

Sincerely,

Greg Nyhoff, City Manager

Enclosure

cc: Ruth Osuna, Assistant City Manager
Daniel Rydberg, P.E., Public Works Director

Report title: Final Report: Water Considerations for Cities

Report Date: May 8, 2017

Response by: Greg Nyhoff Title: City Manager

Responses to Grand Jury Conclusions C-01 through C-07

C-01. Cities' water plans are based on historic water availability patterns which may no longer be applicable. Over the last 100 years, water availability from precipitation has been trending downward and may never return to what is considered averaged. [Underline added to conclusion to reflect which portion of the finding is disputed.]

Response: Partially Disagree. The City of Oxnard supplies include imported water from Calleguas Municipal Water District (Calleguas), imported groundwater from United Water Conservation District (UWCD), and groundwater from the City's wells. In the absence of better information, the City of Oxnard based future water supplies from Calleguas and UWCD on supplies available in 2015, after five years of drought. Supplies produced by the City of Oxnard were based on the 2015 Total Extraction Allocation (TEA) from the Fox Canyon Groundwater Management Agency (FCGMA) and phased expansion of the City's Groundwater Recovery Enhancement and Treatment (GREAT) project. The FCGMA is currently preparing a Sustainable Groundwater Management Plan (SGMP) in compliance with the Sustainable Groundwater Management Act. When the SGMP is completed (anticipated late 2017), Oxnard intends to update its UWMP with any new information regarding its groundwater allocation.

C-02. Cities' plans address the minimum, state-required, three-year drought scenarios. None of the UWMPs address a long term drought, even though the current drought has lasted over five years. [Underline added to conclusion to reflect which portion of the finding is disputed.]

Response: Partially Disagree. In the Water Supply Reliability Assessment (Section 7) of the 2015 UWMP, future supplies from CMWD and UWCD were based on 2015 drought conditions and were further reduced by the percentage decreased from 2010 to 2015. Though the Water Supply Reliability Assessment utilizes a three-year-drought period, the effect of the drought from 2010 to 2015 was applied to the available water supply in the scenario. In addition, the Water Supply Reliability Assessment in the 2015 UWMP did not assume any water conservation on the part of the public and showed supply deficits in certain years of these conservative scenarios. The deficit would be resolved with imported water from Calleguas, a Metropolitan Water District (MWD) member agency. MWD has invested significantly in storage and water supply diversification projects to provide reliability during droughts, which was borne out in the recent five-year drought.

C-03. Long term city plans are based on the optimistic view there will be as much water available in 2035 or 2040 as there was in 2010. Additional future water resources are not well-defined other than being described as imported water or coming from recycling and

conservation efforts. [Underline added to conclusion to reflect which portion of the finding is disputed.]

Response: Partially Disagree. As outlined in the above response to Conclusion C-01, the City of Oxnard did not assume 2010 water supplies would be available in the future. Water supplies from 2010 were only used to demonstrate compliance with State water use reduction metrics and as an indicator of supply loss from water purveyors in the period from 2010 to 2015. The City of Oxnard used 2015 data as the basis for wholesale water supplies, in the absence of better information. Sources of future water supplies are clearly outlined in the 2015 UWMP by agency and recycled water sources were identified in great detail in the City's documents for the GREAT program. The tables and water supply source terminology are dictated by California's Department of Water Resources (DWR) for purposes of reporting and consolidation.

C-04. Current and future ratepayers will bear the burden of the cost of building water purification facilities, desalination plants, desalters, recycling plants, additional pipelines, and storage facilities needed to ensure there is an adequate supply system in the future.

Response: Agree. Much of California is bearing the burden of a changing water picture. There is a cost associated with developing new and innovative water supplies, reducing reliance on imported water sources, and improving water supply resilience. The City of Oxnard has started this process while facing the challenges of developing new rates in an adverse legal climate with reduced revenue from water sales. Oxnard will continue to apply for grants and low-interest loans for projects in order to keep the costs to customers as low as practical. DWR has not asked for financial information in UWMPs for implementing new water supplies.

C-05. Since many of the Cities in the County rely on MWD wholesale water, Cities should base UWMPs on the wholesalers' prediction that retail water demand will outstrip total reliable water resources by 2040.

Response: Agree. The City of Oxnard assumed future supplies from wholesale agencies would reflect 2015 conditions and further reduced these supplies in future drought scenarios. The City of Oxnard welcomes future wholesale supply projections for the 2020 UWMP provided the assumptions used as the basis for the projections are valid and the projections are provided in a timely fashion allowing the City of Oxnard to meet DWR's submittal requirements. The referenced prediction by Metropolitan Water District is based on the assumption cities would do nothing to reduce demand or obtain additional water supplies. The 'do nothing' scenario is not realistic as MWD, CMWD, and Oxnard are continuing water conservation programs and implementing projects to increase water supply reliability.

C-06. The UWMPs use different sources for analyzing past and future populations. The inconsistency makes it difficult to compare plans, especially when cities have multiple retail providers. Some UWMPs even use different population sources within the same report.

Response: Agree. DWR Guidelines mandated use of U.S. Census data for historic data. The City of Oxnard complied with DWR guidance and used DWR's population tool to develop historic population data. This was important in demonstrating compliance with State-mandated

water use reductions. The City used internal planning documents for future population projections because:

- DWR suggested future projections be consistent with other City planning documents
- The City wished its projections to be consistent with the projections in the Public Works Integrated Master Plan (PWIMP) Documents
- The U.S. Census data did not appear to fully account for migrant populations, potentially under-predicting future water demand.

The City of Oxnard coordinated its population projection numbers with its wholesale suppliers for the 2015 UWMP.

C-07. Cities' water plans do not appear to adequately address catastrophic failures or interruptions within the system, such as:

- Infrastructure failures (dams)
- Major earthquake destruction
- Damage to the groundwater
 - Saltwater intrusion
 - Environmental disasters (oil or chemical spills)

[Underline added to conclusion to reflect which portion of the finding is disputed.]

Response: Partially Disagree. The City of Oxnard's plan for catastrophic failures, outlined in the 2015 UWMP, included:

- An ordinance-backed water use reduction plan tiered to percent of water supply lost.
- Diversification of water supplies to include local, regional and State water supplies.
- Development of redundancy in water supply lines.
- Emergency power for City-operated water supply sources.
- Accumulation of groundwater extraction credits for emergency use
- Emergency interties with the Port Hueneme Water Agency (PHWA), City of Port Hueneme, two interties with the Channel Islands Beach Community Services District, and two interties with Naval Base Ventura County.

Due to its geographical setting, it is difficult for the City of Oxnard to develop large-scale surface water supply reservoirs for emergency supply. The City of Oxnard is actively pursuing use of the Oxnard Plain Groundwater Basin for indirect recycled water reuse and storage, which would also help reduce saltwater intrusion. The City of Oxnard has also continued water conservation measures enacted as a result of the ongoing drought.

Oxnard, as well as all other water agencies, has an Emergency Response Plan which provides more detail on specific responses for emergency scenarios. Oxnard participates with nine of the ten Ventura County cities, the County, and several water agencies (including Calleguas Municipal Water District) every five years to develop a new Ventura County Multi-Hazard Mitigation Plan, most recently for a September 2015 update. This Plan assesses the risks posed by natural and human-caused hazards and establishes a mitigation strategy for reducing these risks. Hazards addressed include climate change, dam failure, drought, earthquake, flood,

landslide, tsunami, and wildfire. The plan may be found at <http://www.vcfloodinfo.com/pdf/2015%20Ventura%20County%20Multi-Hazard%20Mitigation%20Plan%20and%20Appendices.pdf>

Responses to Grand Jury Recommendations R-01 through R-05

R-01 The Grand Jury recommends the 10 city councils collaborate with all the County water purveyors to develop long-term plans to respond to catastrophic disruptions of water supplies.

Response: Will Be Implemented. The City of Oxnard participates in ongoing collaboration with Calleguas, UWCD and neighboring agencies to discuss and develop long-range plans in the event of catastrophic interruptions to water supplies including emergency inter-ties. In the next planning cycle, the City will add more detail regarding mitigation of catastrophic disruptions of water supplies. This recommendation will be implemented in the 2020 UWMP.

R-02. The Grand Jury recommends the 10 City Councils use the same data source when making population projections.

Response: Will Be Implemented. The City of Oxnard has coordinated its own population projection sources to create consistency between its 2015 UWMP, its PWIMP Project, and numbers utilized by its Planning Department. Future population projections were also coordinated with wholesale suppliers. DWR has already implemented standard guidelines for historic population estimates. Implementing common data for population across Cities may contradict local population estimates used for planning purposes, as planning figures may serve a different purpose requiring a more or less conservative estimate. However, the City will comment on the UWMP procedures for the next cycle and will coordinate with other agencies to synchronize population predictions as much as practicable. This recommendation will be implemented in the 2020 UWMP.

R-03. The Grand Jury recommends the 10 City Councils develop drought plans that extend at least 5 years.

Response: Will Be Implemented. As outlined in the response to Grand Jury Conclusion 2, (C-02), the City of Oxnard included the cumulative effect the drought period of 2010-2015 had on imported water supplies in the three-year drought scenario presented in the 2015 UWMP. It is expected the DWR will require a specific five-year drought scenario in the 2020 UWMP and the City of Oxnard will comply with this. This recommendation will be implemented in the 2020 UWMP.

R-04. The Grand Jury recommends the 10 City Councils extend drought conservation measures during non-drought years.

Response: Has Been Implemented. Because of the ongoing drought conditions in Ventura County, the City of Oxnard has not lifted drought conservation measures. The SGMP underway

may also impact the City's groundwater allocation and the City is taking a conservative approach until the SGMP is finalized.

R-05. The Grand Jury recommends the 10 City Councils ensure all future water availability plans clearly identify any potential water sources that are based on unfunded or unpermitted infrastructure.

Response: Will Be Implemented.

This recommendation will be implemented in the 2020 UWMP.

Conclusion

The City will forward the Grand Jury recommendations to DWR prior to the development of Guidelines for the 2020 UWMP. This will allow time to coordinate data between multiple cities and water purveyors, coordinate recommendations with cities and DWR, and build support for regional water planning and cooperation. The cities could collectively file a Regional UWMP for 2020 which would demonstrate regional water supply cooperation, reduce the individual burden on cities for UWMP development, and provide data consistency between cities and water purveyors throughout the region.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approve Plans and Specifications for Pump Repair and Well Maintenance for Wells 29 and 34 PW 17-38

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approves project plans, specifications and working details and authorize staff to solicit bids for the Pump Repair and Well Maintenance for Well Nos 29 and 34 Project (PW 17-38).

BACKGROUND

This project involves the pump repair and well maintenance for Well Nos. 29 and 34 to restore them to operational condition. Well 29 is one of four wells located at Blending Station No. 3 located at 1700 Solar Drive. Well No. 34 is one of the three brackish groundwater production wells that feeds the desalter at Blending Station No. 1 at 251 S. Hayes Avenue.

Well No. 29 is constructed as an aquifer storage and recovery facility and was vital to the City efforts to maintain imported water quality in the City water system during the time period of Calleguas Municipal Water District (CMWD) supply interruption during the 101 Freeway Rice Avenue overpass construction project. Restoring the well to operation at this time will provide the City with one of its better groundwater quality blending supply as well as making it available for storage of imported supply when it is advantageous in the future.

Approve Plans and Specifications for Pump Repair and Well Maintenance for Wells 29 and 34
(PW 17-38)

July 18, 2017

Page 2

Well No. 29 was placed into operation in 2005 and has been a reliable production facility until a recent well pump equipment failure. This well also appears to have a pump shaft or shaft coupling that has a broken down hole and stopped the well production. Well No. 29 has never been rehabilitated or cleaned in the last 12 years of service. This failure presents a labor and cost savings opportunity to couple well rehabilitation with well equipment repair and/or replacement.

Well No. 34 was rehabilitated and equipped with new equipment in 2010. From all indications the recent pump assembly failure appears to be related to the pump shaft or a shaft coupling located down inside the well, and the equipment must be removed from the well to assess the problem and make the repair.

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

The cost of the repair of both Well Nos. 29 and 34 will be funded through the Adopted Budget FY17-18 Water Operating Fund account 601-6010-842.82.-09. After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder for the project.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 9

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: First Amendment to Agreement No. 7401-16-PW and Task Order No. 6 with TranSystems Corporation for On-Call, As-Needed Marine Engineering Consulting Services

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That the City Council:

1. Approves and authorizes the City Manager to execute the First Amendment and Task Order No. 6 to Agreement No. 7401-16-PW with TranSystems Corporation in the amount of \$137,600 for a total not to exceed \$1,067,100 for the On-Call, As-Needed Marine Engineering Consulting Services.
2. Approves an appropriation in the amount of \$137,000 from the Waterways Assessment District Fund Balance, Account Number 121-3108-803.82-09.

BACKGROUND

On February 9, 2016, the City issued a Request for Qualifications (RFQ) for on-call, as needed consulting engineering services for the inland waterways (Mandalay, Westport, and Seabridge Districts). Eleven known consulting firms received the RFQ notification. Two resided in the County and none in Oxnard. The RFQ closed on February 29, 2016. Only TranSystems Corporation submitted a response. Staff determined that TranSystems was a qualified candidate

First Amendment to Agreement No. 7401-16-PW with TranSystems Corp for Marine Engr Services
 July 18, 2017
 Page 2

to perform the services. The City Council approved the original agreement on July 26, 2016, in an amount not to exceed \$929,500 for a three (3) year term until July 26, 2019.

Now, the City would like to enter into a First Amendment to Agreement No. 7401-16-PW with TranSystems Corporation to supplement the scope of services by adding Exhibit A to Exhibit A-1 and to increase the amount of the agreement from \$929,500 by an amount of \$137,600 for a total of \$1,067,100.

The Scope of Services for Exhibit A-1 is as follows:

Consultant must prioritize and schedule Seawall Repairs and Dredging over the next 25 years into specific projects with associated estimated budgets. Schedules and Budgetary Cost Estimates will be developed for two scenarios: 1) an idealized accelerated schedule where projects are completed as soon as recommended in order to reduce the cost and extent of repairs and 2) a schedule based on yearly funding of \$2.5 million.

1. **Develop and Refine Individual Repair Element Concept Details** - Allowing refinement of global costs for repair areas
2. **Develop Specific Project Areas and Timelines** – Group repairs into specific constructible projects and schedule projects over the next 25 years
3. **Refine Budgetary Cost Estimates** – Estimate construction costs for each specific project
4. **Meetings, Teleconferences and Review Comments** – Attendance at meetings (2 maximum) to discuss recommendations and incorporate City and Homeowners Association comments

Additionally, staff wishes to issue Task Order No. 6 to begin to provide the services as outlined in the proposal and provide the required schedule for the hydrographic survey for the Mandalay Bay, Westport, and Seabridge communities.

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.

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

Objective 5b. Protect ocean and waterways.

First Amendment to Agreement No. 7401-16-PW with TranSystems Corp for Marine Engr
Services
July 18, 2017
Page 3

FINANCIAL IMPACT

The FY2017-18 Adopted Budget included \$275,000 of General Fund match for assessment of seawall repair. The appropriation in the amount of \$137,600 to Waterway Assessment District Professional Contract (Account No. 121-3108-803.82-09) will be funded from Waterway Fund 121 Fund Balance. The estimated fund balance after this appropriation will be approximately \$654,000 based on FY17-18 Adopted Budget and preliminary FY16-17 operations, net of outstanding encumbrances.

ATTACHMENTS:

Attachment A - First Amendment to Agreement No. 7401-16-PW

Attachment B - Task No. 6

Attachment C - SBA Appr PW Waterways

Agreement No. 7401-16-PW

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of _____, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and TranSystems Corporation ("Consultant"). This First Amendment amends the Agreement entered into on July 26, 2016, by City and Consultant.

City and Consultant agree as follows:

1. In Section 1 of the agreement, Exhibit A is supplemented with Exhibit A1, attached hereto and incorporated by this reference in full herein.
2. Section 14a is deleted in its entirety and replaced with:

"14 a. City agrees to pay Consultant in an amount not to exceed \$1,067,100 over a three year term for the Services at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein."
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7401-16-PW

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

CITY OF OXNARD

VENDOR/CONTRACTOR/CONSULTANT

☐ Tim Flynn, Mayor
(if agreement is \$250,000.01 or more) Date

☒ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)

☐ [name], Purchasing Agent (if agreement is up to \$25,000.00)

David Tiberi 6/19/2017
David Tiberi, Senior Vice President Date

Ayman Salama 6/19/2017
Ayman Salama, Regional Vice President Date

ATTEST:

Michelle Ascencion Date
(if agreement is \$250,000.01 or more)

APPROVED AS TO FORM:

Stephen M. Fischer Date
Stephen M. Fischer, City Attorney
(required for any agreement amount)

APPROVED AS TO CONTENT:

Art Gutierrez 6-19-17
Art Gutierrez, Project Manager
(required for any agreement amount) Date

Daniel Rydberg 6-19-17
Daniel Rydberg, P.E.
Public Works Director
(if agreement is \$25,000.01 or more) Date

Ruth Osuna Date
Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More Date
Mike More, Risk Manager
(required for any agreement amount)

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT
REMOVE THIS BOX

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

EXHIBIT A1 SCOPE OF SERVICES

SCOPE OF SERVICES

Consultant shall prioritize and schedule Seawall Repairs and Dredging over the next 25 years into specific projects with associated estimated budgets. Schedules and Budgetary Cost Estimates will be developed for two scenarios: 1) an idealized accelerated schedule where projects are completed as soon as recommended in order to reduce the cost and extent of repairs and 2) a schedule based on yearly funding of \$2.5 million.

1. **Develop and Refine Individual Repair Element Concept Details** - Allowing refinement of global costs for repair areas
2. **Develop Specific Project Areas and Timelines** – Group repairs into specific constructible projects and schedule projects over the next 25 years
3. **Refine Budgetary Cost Estimates** – Estimate construction costs for each specific project
4. **Meetings, Teleconferences and Review Comments** – Attendance at meetings (2 maximum) to discuss recommendations and incorporate City and Homeowners Association comments

EXCLUSIONS

1. Project Specific “For Construction” (Field Investigation, Plans, Specifications & Permitting) is not included and are not recommended to be performed more than 12 months in advance of any project since field conditions and funding limitations can change the scope of work.
2. Geotechnical Engineering is not included.
3. Topographic Surveying is not included.
4. Hydrographic Surveying is not included.

DELIVERABLES

Consultant will provide a written Capital Improvement Program Report (Draft and Final) in electronic format containing:

1. Activity Description
2. Project Summary List
3. Project Descriptions and Timeline including Concept Maps for each project
4. Project Specific Budgetary Cost Estimates

COMPENSATION

Compensation for Consultant’s design services is a fixed fee of \$137,600 for the scope of services. Services will be invoiced monthly on a percent completion basis.

ADDITIONAL SERVICES

Services requested outside this scope, or which are not described in this proposal will be provided on a Time and Materials basis per Consultant's hourly rates per the on-call contract fee schedule.

SCHEDULE

Once given a Notice to Proceed (NTP), work can begin within 1 to 2 weeks. Consultant anticipates 4 months to prepare a draft project schedule and budgetary cost estimates.

EXHIBIT C
ON-CALL CONTRACT LABOR AND EQUIPMENT RATES

ON-CALL CONTRACT LABOR RATES
As-Needed Marine Engineering Services
(Effective Jan 1 to Dec 1 of each year)

A (Note 3)	B	C	D	E	F	G (Note1)	H (Note2)
EMPLOYEE	FUNCTION	DIRECT RATE (AVG)	OVER HEAD	PROFIT	2016 BILLING RATE	2017 BILLING RATE	2018 BILLING RATE
TRANSYSTEMS							
William D Wood	Sr. Project Manager	\$80	\$148	\$17	\$245	\$252	\$260
Anwar Alam	Structural Engineer	\$63	\$117	\$9	\$190	\$196	\$202
TBD	Structural Project Engineer	\$45	\$83	\$12	\$140	\$144	\$149
TBD	Structural Staff Engineer, EIT	\$40	\$74	\$6	\$120	\$124	\$127
TBD	Senior Civil Engineer, PE	\$75	\$139	\$1	\$215	\$221	\$228
TBD	Civil Engineer, PE	\$60	\$111	\$4	\$175	\$180	\$186
TBD	Civil Project Engineer	\$45	\$83	\$12	\$140	\$144	\$149
TBD	Civil Staff Engineer, EIT	\$38	\$70	\$7	\$115	\$118	\$122
Glenn Estrella	Sr. Construction Manager	\$78	\$145	\$7	\$230	\$237	\$244
TBD	Area Construction Manager	\$50	\$93	\$13	\$155	\$160	\$164
TBD	Construction Manager	\$40	\$74	\$11	\$125	\$129	\$133
Andrew Stanevicius	Sr. Analysis	\$79	\$147	\$9	\$235	\$242	\$249
Kevin Bennett	Analyst	\$50	\$92	\$3	\$145	\$149	\$154
Greg Mailho	Sr. Permit Specialist	\$64	\$117	\$29	\$210	\$216	\$223
TBD	Permit Specialist	\$37	\$68	\$15	\$120	\$124	\$127
John Young	Sr. CADD Technician	\$47	\$87	\$11	\$145	\$149	\$154
Armando Martinez	CAD Technician	\$31	\$57	\$27	\$115	\$118	\$122
Renee DeBosque	Administration/Clerical	\$26	\$49	\$5	\$80	\$82	\$85
TBD	Dive Crew - 3 Person (Labor only)	\$175	\$325	\$25	\$525	\$541	\$557
	Misc Equipment Rates	***** See Below*****					

Duncan Engineering							
Cameron Duncan	Sr. Structural Engineer	\$80	\$148	\$12	\$240	\$247	\$255
	Misc Equipment Rates	***** determined at time of Task Authorizaion*****					
Pivot							
TBD	Senior Principal	\$125	\$232	\$18	\$375	\$386	\$398
TBD	Principal	\$77	\$142	\$11	\$230	\$237	\$244
TBD	Senior Engineer	\$65	\$121	\$9	\$195	\$201	\$207
TBD	Project Engineer	\$57	\$105	\$8	\$170	\$175	\$180
TBD	Staff Engineer	\$50	\$93	\$7	\$150	\$155	\$159
TBD	Graduate Engineer	\$42	\$77	\$6	\$125	\$129	\$133
TBD	CADD Technician	\$28	\$53	\$4	\$85	\$88	\$90
TBD	Technician	\$25	\$46	\$4	\$75	\$77	\$80
TBD	Project Assistant	\$25	\$46	\$4	\$75	\$77	\$80
	Misc Equipment Rates	***** determined at time of Task Authorizaion*****					
JMC2							
John Cruikshank	Principal	\$84	\$155	\$12	\$250	\$258	\$265
TBD	Director	\$65	\$121	\$9	\$195	\$201	\$207
TBD	Survey Manager	\$60	\$111	\$9	\$180	\$185	\$191
TBD	Chief of Parties Field Supervisor	\$53	\$99	\$8	\$160	\$165	\$170
TBD	Project Surveyor	\$40	\$74	\$6	\$120	\$124	\$127
TBD	Assistant Project Surveyor	\$32	\$59	\$5	\$95	\$98	\$101
TBD	CADD Technician	\$37	\$68	\$5	\$110	\$113	\$117
TBD	Project Assistant	\$28	\$53	\$4	\$85	\$88	\$90
TBD	Clerical	\$25	\$46	\$4	\$75	\$77	\$80
Crew	Field Survey Party - One Person	\$53	\$99	\$8	\$160	\$165	\$170
Crew	Field Survey Party - Two Person	\$77	\$142	\$11	\$230	\$237	\$244
Crew	Field Survey Party - Three Person	\$114	\$210	\$16	\$340	\$350	\$361
Crew	HDS Field Survey Party - One Person	\$55	\$102	\$8	\$165	\$170	\$175
Crew	HDS Field Survey Party - Two Person	\$87	\$161	\$12	\$260	\$268	\$276
Crew	HDS Field Survey Party - Three Person	\$122	\$226	\$17	\$365	\$376	\$387
	Misc Equipment Rates	***** determined at time of Task Authorizaion*****					

A (Note 3)	B	C	D	E	F	G (Note1)	H (Note2)
EMPLOYEE	FUNCTION	DIRECT RATE (AVG)	OVER HEAD	PROFIT	2016 BILLING RATE	2017 BILLING RATE	2018 BILLING RATE

TERRA COSTA							
Walter Crampton	Principal Oceanographer	\$67	\$124	\$10	\$200	\$206	\$212
TBD	Principal Engineer/Geologist	\$63	\$117	\$9	\$190	\$196	\$202
TBD	Associate Engineer/Geologist	\$58	\$108	\$8	\$175	\$180	\$186
TBD	Sr. Engineer/Geologist	\$57	\$105	\$8	\$170	\$175	\$180
TBD	Project Engineer/Geologist	\$53	\$99	\$8	\$160	\$165	\$170
TBD	Staff Engineer/Geologist	\$43	\$80	\$6	\$130	\$134	\$138
TBD	Senior Technician	\$35	\$65	\$5	\$105	\$108	\$111
TBD	Technician	\$30	\$56	\$4	\$90	\$93	\$95
TBD	Senior Designer	\$43	\$80	\$6	\$130	\$134	\$138
TBD	Designer	\$35	\$65	\$5	\$105	\$108	\$111
TBD	Technical Support	\$27	\$49	\$4	\$80	\$82	\$85
Misc Equipment Rates		***** determined at time of Task Authorizaion*****					

FUGRO PELAGOS							
TBD	Principal	\$91	\$168	\$13	\$272	\$280	\$289
TBD	HSE Manager	\$75	\$138	\$11	\$223	\$230	\$237
TBD	Professional Ops Manager	\$75	\$138	\$11	\$223	\$230	\$237
TBD	Project Manager	\$54	\$100	\$8	\$161	\$166	\$171
TBD	Multibeam/LiDAR Specialist	\$48	\$90	\$7	\$145	\$149	\$154
TBD	Engineering Technical	\$41	\$76	\$6	\$123	\$127	\$130
TBD	Administrative Support	\$23	\$43	\$3	\$69	\$71	\$73
Misc Equipment Rates		***** determined at time of Task Authorizaion*****					

Note 1: Staff names and classifications to be identified at the time of Task Authorizations

Note 2: 2017 and 2018 billing Rate escalations to be mutually agreed to in writing by City and TranSystems for 2017 renewal option to be valid. Base rates shall be adjusted by this escalation factor.

ON-CALL CONTRACT EQUIPMENT RATES FOR TRANSYSTEMS

As-Needed Marine Engineering Services
(Effective Jan 1 to Dec 1 of each year)

DIVE EQUIPMENT	2016	2017	2018
Cold Water Dive Gear per diver	\$80 / day	\$83 / day	\$86 / day
BCD, Quick Release Harness & Weights per diver	\$20 / day	\$12 / day	\$13 / day
Underwater Camera & Housing	\$15 / day	\$15 / day	\$15 / day
Air Cylinder Fills	\$15 each	\$16 each	\$17 each
Expendable Small Tools, Flashlights, dive gloves per diver	\$10 / day	\$10 / day	\$10 / day
Cargo Van Rental	\$285 / week	\$295 / week	\$300 / week
POV Mileage	Per Government Rate		
BOAT EQUIPMENT			
Dive Crew 17' Boston Whaler or Equal	\$400 / day	\$415 / day	\$430 / day
Fuel, Insurance & Misc. Equipment	\$75 / day	\$80 / day	\$85 / day
Above Water Inspection Crew 12' Skiff or Inflatable	\$70 / day	\$73 / day	\$76 / day
Fuel & Misc Equipment	\$30 / day	\$35 / day	\$40 / day
All Reimbursables will be charged "at cost" without markup. This applies to the work of the Prime and Subconsultants.			



CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY)

9/29/2016

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

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

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Company

20443

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
7979 TRANSYSTEMS CORPORATION
801 S. GRAND AVE., SUITE 210
LOS ANGELES CA 90017

COVERAGES

CERTIFICATE NUMBER: 11538222

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX
							MED EXP (Any one person) \$ XXXXXXXX
							PERSONAL & ADV INJURY \$ XXXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ XXXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/PO/ AGG \$ XXXXXXXX
	OTHER:						\$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX
	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
	UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
	EXCESS LIAB						AGGREGATE \$ XXXXXXXX
	DED ☐ RETENTION \$						\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ XXXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	AEH591904307	10/1/2016	10/1/2017	E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
							\$1,000,000 EACH CLAIM & IN ANNUAL AGGREGATE FOR ALL PROJECTS.

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

RE: Oxnard Mandalay Phase B Seawall Investigation. A \$25,000 DEDUCTIBLE APPLIES ON THE PROFESSIONAL LIABILITY POLICY AND THE REMAINING \$475,000 OF \$500,000 DEDUCTIBLE IS SELF ASSUMED BY TRANSYSTEMS.

CERTIFICATE HOLDER

11538222
CITY OF OXNARD
ATTN: RISK MANAGER
300 W. THIRD ST., SUITE 202
OXNARD CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY)

9/29/2016

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED 4723 TRANSYSTEMS CORPORATION 801 S. GRAND AVE., SUITE 210 LOS ANGELES CA 90017		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Westchester Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 10030	

COVERAGES **CERTIFICATE NUMBER:** 11538217 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SEVERABILITY ☒ CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	GLO3707153	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	BAP3707150	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE CED ☐ RETENTION \$	N	N	G27512987003	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC3707154	10/1/2016	10/1/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

** SEE ATTACHED **

CERTIFICATE HOLDER

CANCELLATION See Attachments

11538217
 CITY OF OXNARD
 ATTN: RISK MANAGER
 300 W. THIRD ST., SUITE 202
 OXNARD CA 93030

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

AUTHORIZED REPRESENTATIVE

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CONTINUATION DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS (Use only if more space is required)

RE: Oxnard Mandalay Phase B Seawall Investigation. \$25,000 DEDUCTIBLE APPLIES ON GENERAL LIABILITY. 30 DAY NOTICE OF CANCELLATION WILL APPLY. WORK COMP INCLUDES USL&H AND JONES ACT. CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL AND AUTO LIABILITY. COVERAGE PROVIDED TO THE ADDITIONAL INSURED UNDER TRANSYSTEMS POLICY IS PRIMARY WHERE REQUIRED BY WRITTEN CONTRACT. COVERAGE PROVIDED TO THE ADDITIONAL INSURED UNDER TRANSYSTEM'S POLICIES IS NON-CONTRIBUTORY ON THE GENERAL LIABILITY, AND ON AUTO LIABILITY AS RESPECTS USE OF VEHICLES OWNED BY TRANSYSTEMS. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY. THE UMBRELLA POLICY SITS EXCESS OVER THE EMPLOYER'S LIABILITY COVERAGE.

POLICY NUMBER: BAP 3707150

COMMERCIAL AUTO
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: TranSystems Corporation

Endorsement Effective Date: 10/01/2016

SCHEDULE

Name Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY BASIS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT, EXECUTED PRIOR TO LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form

POLICY NUMBER: GLO 3707153

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement except where such contract or agreement is prohibited by law.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GLO 3707153

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.**

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PART PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART

SCHEDULE

**Name Of Additional Insured Person(s) Or
Organization(s)**

**Location And Description Of Completed
Operations**

Any person or organization to whom or to which
you are required to provide additional insured
status in a written contract or written agreement
where such contract or agreement is prohibited
by law.

Information required to complete this Schedule, if not shown above, will be shown in the
Declarations

A. Section II - Who Is An Insured is amended to
include as an additional insured the person(s) or
organization(s) shown in the Schedule, but only
with respect to liability for "bodily injury" or
"property damage" caused, in whole or in part, by
"your work" at the location designated and
described in the Schedule of this endorsement
performed for that additional insured and included
in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional
insured only applies to the extent permitted by
law; and
- If coverage provided to the additional insured is
required by a contract or agreement, the
insurance afforded to such additional insured
will not be broader than that which you are
required by the contract or agreement to
provide for such additional insured.

**B. With respect to the insurance afforded to these
additional insureds, the following is added to
Section III - Limits Of Insurance:**

If coverage provided to the additional insured is
required by a contract or agreement, the most we
will pay on behalf of the additional insured is the
amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of
Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable
Limits of Insurance shown in the Declarations.



Other Insurance Amendment - Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3707153	10/1/16	10/1/17				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: TRANSYSTEMS CORPORATION

Address (including ZIP Code):

This endorsement modifies insurance provided under the: **Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section **IV - Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

U-GL-1327-B CW (04/13)

Page 1 of 1

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

Policy No.: WC3707154

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

WC 00 03 13 (Ed. 4-84)

Miscellaneous Attachment: M85663
Certificate ID: 11538217

Public Works CPM
Phone: 805-385-8341 Fax: 805-385-7907



Date: July 5, 2017

TO: Ayman Salama, PE Regional Vice President, Responsible Co. Representative

FROM: Robert Hearne, Interim City Engineer
Public Works CPM

SUBJECT: Public Works Department / City of Oxnard
TranSystems Corporation
Agreement Number: A-7401-16-PW On-Call As-Needed Marine Engineering
Consulting Services

Task No.: 6

Scope of Services Title: Phase C: Mandalay Bay Community Wide Scheduling, Project Cost, and Timeline

Amount of Proposal Quote: \$137,000

Specification No.: N/A

PO No.: 5997 Acct. No.: 121-3108-803-8209

The above task number for the project described has been approved for professional services per the proposal for Phase C: Community Wide Repair, Scheduling, Project Cost, and Timeline.

Please begin to provide the services as outlined and provide the required schedule for Phase C: Community Wide Repair, Scheduling, Project Cost, and Timeline.

Documentation as may be requested for this Scope of Services.

If there are any questions please contact us at: 805-385-7832.

REVIEWED / APPROVED:

Robert Hearne, Interim City Engineer

Daniel Rydberg, Public Works Director

APPROVED FOR AMOUNTS ABOVE \$25,000:

Greg Nyhoff, City Manager

*All Task Orders to be Reviewed by CCRC for approval

TranSystems
 6 Hutton Centre Dr., Suite 1250
 Santa Ana, CA 92707
 714-662-3020
 www.transystems.com

Mr. Raymond Williams
 Project Manager
 City of Oxnard
 305 West Third Street
 Oxnard, CA 93030

June 8, 2017

**RE: Marine Engineering Consulting Services – Mandalay Bay Seawall Capital Improvements
 Proposal – Phase C: Community Wide Repair Scheduling, Project Costs and Timeline**

Dear Mr. Williams:

As requested, attached is our proposal for Phase C of the Mandalay Bay Seawall Capital Improvement Program.

BACKGROUND:

In 2011, TranSystems conducted a Phase A - Preliminary Investigation of the Mandalay Bay Seawalls. Phase A consisted of a review of existing plans and inspection reports, a rapid condition assessment both above and underwater, excavations and tie-rod survey, and a report on the anticipated seawall modes of deterioration and recommendations for an in depth investigation. In 2012, TranSystems performed the Phase B – Strategic Investigation on the community, which includes 7 miles of seawalls. Phase B involved an underwater condition assessment, above water visual assessment, non-destructive testing (NDT), destructive testing and sampling, geotechnical investigation and stability analysis, and a report prioritizing repairs over the next 25 years including a budgetary cost estimate. TranSystems now recommends conducting a Phase C – Community Wide Repair Scheduling, Project Costs and Timeline for all anticipated work on the Mandalay Bay Waterways in the next 25 years.

SCOPE OF SERVICES:

We propose the following scope of work to prioritize and schedule Seawall Repairs and Dredging over the next 25 years into specific projects with associated estimated budgets. Schedules and Budgetary Cost Estimates will be developed for two scenarios: 1) an idealized accelerated schedule where projects are completed as soon as recommended in order to reduce the cost and extent of repairs and 2) a schedule based on yearly funding of \$2.5 million.

1. Develop and Refine Individual Repair Element Concept Details allowing refinement of global costs for repair areas **(\$26,600)**
2. Develop Specific Project Areas and Timelines – Group repairs into specific constructible projects and schedule projects over the next 25 years. **(\$74,300)**
3. Refine Budgetary Cost Estimates – Estimate construction costs for each specific project. **(\$30,900)**
4. Meetings, Teleconferences and Review Comments – Attendance at meetings (2 maximum) to discuss recommendations and incorporate City and HOA comments. **(\$5,800)**

Phase C Proposal
June 8, 2017

EXCLUSIONS

1. Project Specific "For Construction" (Field Investigation, Plans, Specifications & Permitting) is not included and are not recommended to be performed more than 12 months in advance of any project since field conditions and funding limitations can change the scope of work.
2. Geotechnical Engineering is not included.
3. Topographic Surveying is not included.
4. Hydrographic Surveying is not included.

DELIVERABLES

TranSystems will provide a written Capital Improvement Program Report (Draft and Final) in electronic format containing:

1. Activity Description
2. Project Summary List
3. Project Descriptions and Timeline including Concept Maps for each project
4. Project Specific Budgetary Cost Estimates

COMPENSATION

Compensation for TranSystems design services is a fixed fee of **\$137,600.00** for the scope of services. Services will be invoiced monthly on a percent completion basis.

ADDITIONAL SERVICES

Services requested outside this scope, or which are not described in this proposal will be provided on a Time and Materials basis per TranSystems hourly rates per our on-call contract fee schedule.

SCHEDULE

Proposal is valid for 60 days. Once given a Notice to Proceed (NTP), work can begin within 1 to 2 weeks. We anticipate 4 months to prepare a draft project schedule and budgetary cost estimates.

We are available to discuss any and all aspects of this proposal and please feel free to call should you have any comments or questions.

Sincerely,

TranSystems Corporation



Eric S. Newman, PE
Project Manager

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Dan Rydberg

Date: July 18, 2017
Phone: x8055

Reason for Appropriation:

Appropriate funds for Agreement No. 7401-16-PW with TranSystems Corporation for Marine Engineering Consulting Services.

Accounts and Descriptions

AMOUNT

Fund: Fund 121 - Waterways Assessment District

Expenses:

121-3108-803.82-09	SVCS - OTHER PROF/CONTRACT	137,000
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Net Change to Fund Balance	137,000
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Net Appropriation Change	137,000
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 10

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Agreement for Trade Services with Professional Security Consultants (PSC) to Provide Security Services at the Del Norte Regional Recycling and Transfer Station (MRF) (Agreement No. A-7895)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That the City Council approves and authorizes the Mayor to execute a three-year agreement with Professional Security Consultants (PSC) in an amount not to exceed \$450,000 to provide security services at the MRF (Agreement No. A-7895).

BACKGROUND

Since assuming direct operation of the MRF, the Environmental Resources Division has initiated many security updates at the facility including: staff training; background checks of all new employees and contractors; improving perimeter fencing; installing area lighting; incorporating security video cameras and data recorders; installing facility access code entry locks; and initiating visitor identification protocols. While these measures are important to the security of the facility, it is equally important to employ and maintain a professional security firm to ensure that there is a physical presence outside of facility operating hours.

Thus, on April 17, 2017, the City's Purchasing Division and the Environmental Resources Division sent out a competitive Request for Proposal (RFP) for security services at the MRF. The RFP was published in the Ventura County Star, posted on the City's website, and mailed to

Agreement No. A-7895 with Professional Security Consultants

July 18, 2017

Page 2

twenty-five (25) security firms with a closing bid date of May 15, 2017. Nine (9) firms responded with proposals.

The selection panel, which consisted of three (3) Environmental Resources Division staff members, reviewed and ranked the proposals against the RFP requirements. Selection criteria included: the profile and experience of the firm; qualifications; ability to perform the scope of work; and compensation. Among the nine (9) proposals evaluated by the selection panel, PSC received the highest ranking. The Environmental Resources Division recommends that PSC be awarded the contract.

The Agreement allows PSC to provide after-hours security monitoring at the MRF. PSC will provide control and monitoring of after-hours access to the MRF site. Its employees will also conduct regular patrols of parking lots and material, equipment and supply storage areas. Material piles will be regularly inspected for signs of spontaneous combustion and all facility gates and doors will be monitored and secured. PSC's employees will also utilize the MRF video surveillance camera and data storage system to augment foot patrols. The Contractor is under an "observe and report" directive and will alert the Police and Fire Departments should additional assistance be required. Daily logs will be kept and provided to Environmental Resources Division at the end of each shift.

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

For FY 2017-18, sufficient funding is available in Account No. 638-6315-842.82-09 in the amount of \$150,000. The costs for second and third year will be budgeted in FY 2018-19 and FY 19-20.

ATTACHMENTS:

Attachment A - Agreement No. A-7985

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/16)**

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, this _____ day of _____, 2017, by and between the City of Oxnard ("City") and Professional Security Consultants ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide security services as set forth in **Exhibit A**, attached hereto and included herein by reference (the "Services"), for the Environmental Resources Division facility at Del Norte Regional Recycling and Transfer Station, 111 South Del Norte Boulevard, Oxnard, California 93030.

2. Vendor shall provide the Services during the term of this Agreement to the following schedules set forth in Exhibit A. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on July 1, 2017, and shall end on June 30, 2020. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed \$450,000 for the Services performed during the term of this Agreement at the rates set forth in **Exhibit B**, attached hereto and included herein by reference. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit C**. Until June 30, 2017, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1,

Agreement No. A-7985

2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

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

Agreement No. A-7985

liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

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

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

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

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

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

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

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

Agreement No. A-7985

13. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard – Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, California 93031 Attention: Todd Vasquez-Housley, Project Manager. Any notices to Vendor may be delivered personally or by mail addressed to: Professional Security Consultants, 11454 San Vicente Boulevard, Los Angeles, California 90049 Attention: Juan Zuniga, Project Manager.

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

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

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

[Signatures on next page]

Agreement No. A-7985

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

CITY OF OXNARD

VENDOR

Tim Flynn, Mayor

Date

Moshe Alon, President

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

Shaul Maouda,
Senior Vice President

Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Date

APPROVED AS TO CONTENT:

Daniel Rydberg,
Public Works Director

Date

Todd Vasquez-Housley,
Project Manager

Date

Ruth Osuna,
Assistant City Manager

Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

EXHIBIT A SCOPE OF SERVICES

Vendor shall provide to City the following security services for the Del Norte Regional Recycling and Transfer Station, also known as the Materials Recovery Facility (MRF), which is located at 111 Del Norte Boulevard:

Security Patrols

Vendor security patrols will include visual inspections of the MRF to include physical inspections of all gates and doors of each facility and on-site vehicles to verify secure status. Make contact with individuals on property after hours to determine reason for access to facility. Vendor shall perform regular visual inspection of the MRF, including parking lots, recyclables storage areas, supply storage areas, container storage and staging areas. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Regularly enter MRF facility to inspect piles of solid waste, recyclables and green waste for signs of spontaneous combustion. Contact emergency services as needed.

After-Hours Security

Security hours are as follows:

Monday through Friday (13.5 hours)

12:00 a.m. – 5:00 a.m.

4:30 p.m. – 11:59 p.m.

Saturday (17 hours)

12:00 a.m. – 5:00 a.m.

12:00 p.m. – 11:59 p.m.

Sunday and Holidays (24 hours)

12:00 a.m. – 11:59 p.m.

Vendor shall provide security services to the entire MRF, to include physical monitoring of the facility and monitoring of security cameras, vehicles, and equipment. Vendor shall notify designated City staff of any unauthorized activities and police in the event of an emergency.

Vendor Responsibilities:

1. Vendor shall maintain a daily post log noting exceptional events and observations and provide copies to City.
2. Vendor must be a licensed private patrol operator with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
3. Each security officer and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site.
4. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
5. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City's expense with or without notice.
6. City reserves the right to reject Vendor employees from this project with or without cause.

Regulations:

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Environmental Resources Division Manager or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or may readily be mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

- (a) No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
- (b) No patrol person shall wear or be required to wear a uniform shirt that is similar to, or may be mistaken for the uniform shirt of local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown), or a similar color or hue.
- (c) When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "private security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "PRIVATE SECURITY".

Vehicles

- (a) Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official

public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.

(b) The Private Patrol Operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

(c) Any vehicle used for private patrol use must be marked permanently with the words "Private Security" or "Security Patrol" on the rear and both sides of the vehicle.

(d) Any required vehicle lettering pursuant to this section shall:

1. Consist of a standard sans-serif font with characters no smaller than two inches in height.
2. The lettering must be in a high contrast color with the background color where affixed.

Reports of Violations of Laws:

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors or violations of federal law which come to his or her attention. High grade misdemeanors include petty theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such report may be made by telephone or in person visit to the watch commander or other person charged with the duty of receiving reports of law violations.

**EXHIBIT B
SCHEDULE OF FEES**

ITEM NO.	CITY SECURITY GUARD SERVICES	Cost Per Hour
1	Security Patrol Services, per Patrol Unit (1 guard)	\$ 24.62
2	Guard Services, per Patrol Unit (1 guard)	\$ 24.62
3	Holiday Weekend Guard Services, per Patrol Unit (1 guard)	\$ 36.93
4	Additional security guard personnel	\$ 24.62

EXHIBIT C**LIVING WAGE POLICY**

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

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

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

Exhibit 1**Living Wage Policy**

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

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. Until June 30, 2017, Vendor shall pay such employee no less than \$15.14 per hour for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than \$15.51 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, 2017**

17. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit I. Until June 30, 2017, Vendor shall pay such employee no less than **\$15.14 per hour** for each hour that such employee provides services under this Agreement; thereafter, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.** In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

Exhibit INS-A

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

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

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

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

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

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

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

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

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

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). 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.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence	
OTHER PROVISIONS			
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐			
		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
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: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____	

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) 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		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	



PROFSEC-01

HBCT19

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 06/16/2017

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

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

PRODUCER License # 0564249 Heffernan Insurance Brokers 18004 Sky Park Circle, Suite 210 Irvine, CA 92614		CONTACT NAME: Jorge Aguilar PHONE (A/C, No, Ext): (213) 785-6914 56914 FAX (A/C, No): (213) 623-1388 E-MAIL ADDRESS: JorgeA@heffins.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Wesco Insurance Company INSURER B: ACE American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25011 22667
INSURED Professional Security Consultants, Inc. 11454 San Vicente Blvd. Los Angeles, CA 90049			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		WPP115144201	01/30/2017	01/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WLR C49111964	01/30/2017	01/30/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: As Per Contract or Agreement on File with Insured. City of Oxnard, its City Council, officers, employees, agents and volunteers are included as an additional insured (primary and non-contributory) on Automobile Liability policy per the attached endorsement, if required. Waiver of Subrogation is included on Workers Compensation policy per the attached endorsement, if required. Cancellation endorsements have been requested for the Automobile Liability and Workers Compensation policies from the insurance companies and if approved will be forwarded when received. This Certificate replaces and supersedes all previously issued certificates.

CERTIFICATE HOLDER

CANCELLATION

 City of Oxnard
 Attn: Risk Manager
 300 W. Third Street, Suite 302
 Oxnard, CA 93030

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

 AUTHORIZED REPRESENTATIVE

Policy No. WPP11544201

COMMERCIAL AUTO
CA990187 10 13**This Endorsement Changes The Policy. Please Read It Carefully****BUSINESS AUTO COVERAGE EXPANSION
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed**Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.**

Item 1. Who is an Insured of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,

- (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
- (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented

under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. Supplementary Payments of Item 2. Coverage Extensions of Paragraph A. Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. Fellow Employee of Paragraph B. Exclusions under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. Towing, of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for "autos" other than private passenger types is \$250;
- b. The limit for "autos" of the private passenger type is as shown in the Declarations;
- c. No deductible applies to this coverage.

- E. **Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles** of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

- F. **Increase Of Transportation Expense Coverage**

Subpart a. Transportation Expenses of Item 4. Coverage Extensions of Paragraph A. Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- G. **"Personal Effects" Coverage**

Item 4. Coverage Extensions of Paragraph A. Coverage, under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

- H. **"Downtime Loss" and Rental Reimbursement Coverage**

Item 4. Coverage Extensions, of Paragraph A. Coverage, under SECTION III. PHYSICAL DAMAGE COVERAGE, is amended to add:

"Downtime Loss" and Rental Reimbursement Coverage

We will pay any resulting "downtime loss" and rental reimbursement expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a combined maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" and rental reimbursement beginning on the 6th day after:
 - (1) We have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs; or
 - (2) Coverage for "downtime loss" and rental reimbursement expenses will end when any of the following occur:
 - (a) You have a spare or reserve "auto" available to you to continue our operations.
 - (b) You purchase a replacement "auto".
 - (c) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (d) You reach the 30 day maximum coverage.

- I. **"Personal Effects" Exclusion**

Paragraph B. Exclusions under SECTION III – PHYSICAL DAMAGE COVERAGE, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.
- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

J. Accidental Airbag Discharge Coverage

Item 3.a. of Paragraph B. Exclusions under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

K. Loan or Lease Gap Coverage

Paragraph C. Limit Of Insurance under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

- (4) Security deposits not refunded by the lessor; and
- (5) Carry-over balances from previous loans or leases

L. Aggregate Deductible

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

M. Diminishing Deductible

Paragraph D. Deductible under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declaration's page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

N. Knowledge of Loss and Notice To Us

Subsection a. of Item 2. Duties In the Event of Accident, Claim, Suit or Loss of Paragraph A. Loss Conditions under **SECTION IV -- BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

O. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph A. **Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

P. Insurance is Primary and Noncontributory

Subpart a. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance.

Q. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. **Other Insurance** of Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contact in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure To Disclose Hazards

Paragraph B. **General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

S. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net income (Net profit of loss before income taxes that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

Workers' Compensation and Employers' Liability Policy

Named Insured PROFESSIONAL SECURITY CONSULTANTS 11454 SAN VICENTE BLVD #2 LOS ANGELES CA 90049	Endorsement Number
Policy Period 01-30-2017 TO 01-30-2018	Policy Number Symbol: WLR Number: C49111964 Effective Date of Endorsement 1-30-2017
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
 This endorsement is not applicable in KY, NH, and NJ.



Authorized Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2017

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

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

PRODUCER Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309		CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company NAIC # 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Professional Security Consultants, Inc. 11454 San Vicente, 2nd Floor Los Angeles CA 90049			

COVERAGES

CERTIFICATE NUMBER: 36197527

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Incl Prof. Liab & Terrorism ☒ \$50,000 Retention GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒		PHPK1568088	10/22/2016	10/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB560998	10/22/2016	10/22/2017	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

GL Blanket Additional Insured applies per PIGLDSG1013 attached, only if required by written contract.
 GL Primary Wording applies per PIGL0050712 attached. Cancellation Clause applies per IL02700912 attached. Re: Operations of the Named Insured.
 Additional Insured(s): City of Oxnard, its City Council, Officers, Employees, Agents and Volunteers.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard Attn: Risk Manager 300 W. Third Street Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cheryl Feia
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
SECURITY SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for these extensions are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$1,000,000	2
Watercraft	Used in Security Services only	2
Medical Payments	\$20,000	2
Medical Payments – Extended Reporting Period	3 years	2
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage for Employees	\$15,000	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	3
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Additional Insured – Blanket Additional Insureds by Contract	Included	4
Limited Rental Lease Agreement Contractual Liability	\$50,000	5
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	6
Liberalization	Included	6
Bodily Injury – Mental Anguish	Included	6
Assault and Battery Coverage with Extended Property Damage	Included	6
Errors and Omissions Coverage	Included	7
Incidental Medical Malpractice	Included	9

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6.; and
 - c. **SECTION V – DEFINITIONS**, Paragraph 9.a.
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$1,000,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. **Aircraft, Auto Or Watercraft** does not apply to security services performed on or about watercraft.

C. Medical Payments – Limit Increased, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph a., Item (b) is amended to read:

provided that:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

D. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items 1.b. and 1.d. are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

E. Employee Indemnification Defense Coverage

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$15,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

F. Who is an Insured

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
 - b. **Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
 - c. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- d. **Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

- f. **Blanket Additional Insureds by Contract** – Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.
- (2) "Bodily injury" or "property damage" occurring after:
- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

G. Limited Rental Lease Agreement Contractual Liability

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. Exclusions, Paragraph b. Contractual Liability:

- (3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. Transfer of Rights of Recovery Against Others To Us:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

1. When you report an "occurrence" (coverage for which is provided by this policy) to your compensation insurance carrier, and this "occurrence" later develops into a liability claim, failure to report such "occurrence" to us at the time of such "occurrence" shall not be deemed in violation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit.

This is upon the distinct understanding and agreement however, that you, the insured, as soon as made aware that this particular "occurrence" is a liability case, rather than a compensation case shall give us notification immediately.

2. The requirement in Condition 2.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

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- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.
3. The requirement in Condition 2.b. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An "executive officer" or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. is changed to read:

"Bodily injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

M. Assault and Battery with Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.
This exclusion does not apply to:

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- (1) "Bodily injury" or "property damage" resulting from the use of physical force to protect persons or property; or
- (2) Allegations of vicarious liability on the part of a Named Insured arising solely from the acts of your "employees." However, acts of your "employees" shall not include theft.

N. Errors and Omissions Coverage

1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

This insurance applies to negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

2. **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is amended by adding the following:

ERRORS AND OMISSIONS

The insurance that applies to "personal injury" includes negligent acts, errors or omissions committed by you relating to your services described in the Declarations.

3. **SECTION I – COVERAGES** is amended by adding the following:

COVERAGE D – ERRORS AND OMISSIONS LIABILITY

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of errors or omissions committed by you relating to your services described in the Declarations. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions committed by the insured to which the insurance does not apply. We will have the right and duty to defend any "suit" seeking those damages. We may, at our discretion, investigate any claim or "suit" that may result. But:
 - (a) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B, or D, or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**.

- (2) This insurance applies only if the error or omission occurs during the policy period.

b. Exclusions

This insurance does not apply to:

- (1) "Bodily injury" or "property damage";
- (2) "Personal and advertising injury";
- (3) Intentional injury, nor injury arising out of willful violation of a penal statute or ordinance, committed by or with the knowledge or consent of the insured;
- (4) Any claim seeking relief or redress in any form other than monetary damages;
- (5) Any claim arising out of any insured's activities, or as a fiduciary, under the Employment Retirement Income Security Act of 1974, any amendments or any regulation or order issued thereto;
- (6) Any claim arising from warranties or guarantees made by any insured;
- (7) Liability assumed by the insured under any contract or agreement. This exclusion does not apply to liability for damages:
 - (a) That the insured would have in the absence of the contract or agreement; or
 - (b) Assumed in a contract or agreement that is an insured contract;
- (8) Liability arising from any fraudulent, dishonest, or criminal act of any insured;
- (9) Liability arising from a claim made by a parent or subsidiary organization of the insured or another subsidiary organization of such parent or other subsidiary, nor any officer, director or "employee" of any of the above; and
- (10) Any claim alleging, arising out of, resulting from, based upon or in consequence of, directly or indirectly, any employment practices or any discrimination against any person or entity on any basis; additionally, any actual or alleged violation of the Fair Labor Standards Act or any similar law or regulation applicable to the payment of wages or overtime.
- (11) Liability arising directly or indirectly out of any action, error or omission that violates or is alleged to violate:
 - (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
 - (d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

- c. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to read
SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D

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d. **SECTION III – LIMITS OF INSURANCE** is amended as follows:

(1) Item 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage B; and
- d. Damages under Coverage D.

(2) Item 5. is replaced by the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C,
because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
- c. Damages under Coverage D.

e. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is amended as follows:

(1) The first paragraph is replaced by the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B, or D of this Coverage Part, our obligations are limited as follows:

(2) Paragraph b. **Excess Insurance**, Item (2) is replaced by the following:

When this insurance is excess, we will have no duty under Coverages A, B, or D to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

O. Incidental Medical Malpractice

We will pay for injury arising out of the rendering of or failure to render the following treatment or services by an "employee" for an accident occurring during the policy period:

- 1. First aid treatment including cardiopulmonary resuscitation (CPR); and

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2. Medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; and the furnishing or dispensing of drugs, or medical, dental, or surgical supplies or appliances.

However, this coverage does not apply to any insured or to any entity engaged in the business or occupation of providing the services or treatments described in 1. and 2. above.

PHPK1568088

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name of Person or Organization (Additional Insured):

Effective Date: 10/22/2016

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
 - (a) Any insured or his or her representative in obtaining this insurance; or
 - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - (6) A determination by the Commissioner of Insurance that the:
 - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
 - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
 - b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the **Cancellation Common Policy Condition**:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D, Covered Causes Of Loss – Special.
3. We are not required to send notice of nonrenewal in the following situations:
 - a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 11

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Approval of Plans & Specifications for B St. Improvements, Authorization to Solicit Bids

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approves project plans, specifications, and working details, and authorizes staff to solicit bids for the B Street Improvements No. PW17-37.

BACKGROUND

The B Street Improvements are located on the east side of B Street between Eighth and Ninth Streets. The work will widen B Street by five feet; install diagonal street parking; and construct a seven-foot wide sidewalk, irrigated landscaping, disabled-access curb ramps, and pedestrian bulb-outs at the crosswalks. The project is a condition of approval of the Press Courier Lofts L.L.C. development project approved by Planning Commission Resolution No. 2013-14 (Planning & Zoning Permit No. 12-500-06). The developer deposited \$140,000 in 2017 to fulfill its commitment. In 2008, the City received a competitive grant from the Ventura County Transportation Commission for California Transportation Development Act/Local Transportation Fund (TDA) Article 3 Bicycle and Pedestrian Projects for \$60,000 to complete the pedestrian improvements. The developer's contribution serves as a match for the TDA grant. The project includes a bid alternate to pave the full width of the street.

B Street Improvements

July 18, 2017

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

Objective 3a. Maximize funding sources.

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

After the City receives and evaluates bids for the B Street Improvements, staff will return to City Council to recommend the award of a contract to the lowest bidder.

Note: Plans and specifications for B Street Improvements PW17-37 will be available for review at the City of Oxnard Public Works Department, 305 West Third Street, Third Floor, East Wing, Oxnard, CA 93030, after 8:00 a.m. on the Thursday prior to the City Council Meeting.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 12

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Adoption of Ordinance No. 2921

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council waive the second reading and adopt Ordinance No. 2921, establishing fees and charges for the use of and for services relating to City water services.

BACKGROUND

On July 11, 2017, as required by Proposition 218, the City held a public hearing regarding new water rates. Though not a majority of property owners and ratepayers presented written protests, the City Council did consider all protests against the proposed rates.

Staff has received no additional comments on the ordinance since its introduction other than those heard at the public protest hearing. If adopted by Council on July 18, 2017, the ordinance will take effect in thirty days. The new rates will be implemented starting on September 1, 2017.

FINANCIAL IMPACT

If approved, the rate increase will provide an estimated \$5.0 million for water services in FY 2017-18.

Adoption of Ordinance to Set New Water Rates
July 18, 2017
Page 2

ATTACHMENTS:

Attachment A – Water Rates Ordinance

ORDINANCE NO. 2921**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD ESTABLISHING FEES AND CHARGES FOR THE USE OF
AND FOR SERVICES RELATING TO CITY WATER SERVICES**

WHEREAS, Section 22-60 of the Oxnard City Code requires that the City Council establish by ordinance the rates charged for all water supplied by the City; and

WHEREAS, Section 22-60 of the Oxnard City Code provides that the rates charged for water supplied by the City shall be increased by the same percentage that the rates paid by the City to its water supply wholesalers increase; and

WHEREAS, the Water Division of the Public Works Department operates as a self-supporting enterprise fund (Water Fund) that depends upon revenues derived from the sale of water to City customers; and

WHEREAS, on the 18th of September, 2012, the City Council adopted City Ordinance Number 2859, establishing the current rates and charges applicable to City water customers; and

WHEREAS, the City's Public Works Department completed a Cost of Services Study, dated July 2017 (Rate Study). The Rate Study assesses the water utility's operation, maintenance, repair, replacement, and capital improvement program budgets and requirements, which collectively are incorporated into the recommended rates provided in this ordinance, so that the proportional cost of providing water service to the City's various customer classes are allocated consistently with all applicable legal requirements. The Rate Study and all the studies, plans and documents relied upon and incorporated in the Rate Study provide the basis for the rates and charges set forth herein; and

WHEREAS, the Rate Study and this ordinance reflect updated supplemental fees and charges for certain special services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on inflation, changes in certain third-party costs and mandatory water shortage conditions. The proposed rates displayed as effective beginning September 1, 2017, show the authorized rates applicable September 1, 2017. However, the actual rates effective September 1, 2017, may vary based on the implementation of any automatic rate adjustments as may be authorized as provided in Ordinance Number 2859, prior to the effective date of this ordinance; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the establishment or modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. CEQA does not apply to this ordinance because this ordinance establishes or modifies the City's rates and other charges for the following purposes:
 - a. Meeting the water utility's operating expenses, including employee wages and fringe benefits;
 - b. Purchasing or leasing supplies, equipment, and materials;
 - c. Meeting the Water Fund's financial reserve needs and requirements; and
 - d. Obtaining funds for capital projects necessary to maintain water service within the existing service areas.
2. The basis for the foregoing claim of exemption is found in the Rate Study.

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

Part 1. Section 22-60 ("Water Rates") of the Oxnard City Code is hereby amended to read as follows:

“(A) The rates charged for all water supplied by the City shall be established by ordinance of the City Council. Each customer receiving water service is liable for payment for such service at the rates so established.

(B) Pursuant to Government Code section 53756, and after notice is provided as required by law, the adopted rates shall automatically adjust over a five-year period for inflation in the cost of operating the City's water system. If the actual inflation in the rates paid by the City to every third party water supplier (including but not limited to United Water Conservation District and Calleguas Municipal Water District) and the management agency from whom the City purchases some or all its water supplies, or to whom the City pays a groundwater extraction, replenishment or pump charge, since the effective date of the rates exceeds the Rate Study's cumulative forecast for inflation in such costs for that same period, the rates will be automatically adjusted to recover the difference between the two. For example, if in year three of these rates the actual inflation paid by the City since the effective date of the rates is 8.75 percent and the Rate Model estimates a cumulative increase of 7.5 percent over that same time period, then the inflation adjustment for that year would be 1.25 percent. On the other hand, if the actual inflation for this example time period is 7.5 percent, then no inflation adjustment would be made for that year as the actual inflation would equal the estimated inflation in the Rate Model. The City shall issue the adjustments no more than once per calendar year, and these adjustments will be effective at least 60 calendar days thereafter.

(C) Annually on July 1 of each year, the rates provided in City Code Sections 22-61 through 22-66 shall automatically adjust to reflect the prior year, April to April, annual percentage change in the Consumer Price Index – All Urban Consumers, Los Angeles – Riverside – Orange

County, California, published by the U.S. Bureau of Labor Statistics. For example, on July 1, 2018, the inflation adjustment percent is to be calculated based on the percentage change from April 2017 to April 2018 for the above referenced index.

(D) When the City Council declares the existence of a water shortage condition pursuant to City Code Section 22-154, the water rates and charges provided in City Code Sections 22-61 through 22-66 that are based on water use shall be adjusted to reflect the level of severity and corresponding mandatory water conservation percentage reflected in the water shortage condition declaration. For example, if the Council declares a Stage 2 water shortage condition with a mandatory water use reduction goal of 20%, then the rates provided in City Code Sections 22-61 through 22-66 that are based on water use shall be concurrently adjusted upward by the same percentage – 20%. This adjustment shall be initiated as of the effective date of the water shortage declaration and terminate as of the date of the termination of that water shortage declaration.”

Part 2. Section 22-61 of the Oxnard City Code is hereby renamed “Monthly Water Usage Fees and Charges” and is hereby amended to read as follows:

“The following fees and methods for charging and collecting for services relating to the water system of the City are established and effective on the date indicated, as follows:

(A) Monthly Rates for Single Family Residential Water Use:

Tier	Usage in HCF	Effective Sept. 1, 2017
1	0 to 9	\$3.36
2	> 9 to 15	\$5.16
3	> 15	\$6.14

(B) Monthly Rates for Multi-Family Residential Water Use (per dwelling):

Tier	Usage in HCF (Per Dwelling Unit)	Effective Sept. 1, 2017
1	0 to 8	\$3.58
2	> 8	\$5.76

(C) Monthly Rates for Commercial and Industrial Water Use:

Tier	Usage in HCF	Effective Sept. 1, 2017
2" Meters and Below		
1	0 to 62	\$3.26
2	> 62	\$5.77
3" Meters and Below		
	Uniform Rate	\$4.54

(D) Monthly Rates for Commercial and Industrial Recycled Water In Lieu of Potable:

Tier	Usage in HCF	Effective Sept. 1, 2017: Rate per HCF
1	Uniform Rate	\$3.34

(E) Monthly Rates for Irrigation:

Tier	Tier Breaks: Usage in HCF	Effective Sept. 1, 2017: Rate per HCF
2" Meters and Below		
1	0 to 24	\$3.37
2	> 24	\$6.00
3" Meters and Above		
	Uniform Rate	\$5.16

(F) Monthly Rates for Irrigation Recycled Water In Lieu of Potable:

Tier	Usage in HCF	Effective Sept. 1, 2017
1	Uniform Rate	\$3.52

(G) Monthly Rates for Ocean View Agricultural Irrigation:

Usage in HCF	Effective Sept. 1, 2017
Uniform Volumetric Rate per HCF	\$1.19

(H) Monthly Rates for Metered Construction:

Tier	Usage	Effective Sept. 1, 2017
1	All Usage	\$4.54"

Part 3. Section 22-62 of the Oxnard City Code is hereby named "Monthly Fixed Water Meter Fees and Charges" and is hereby amended to read as follows:

"In addition to monthly rates for water use (per HCF) as set forth in Section (22-61), all accounts shall pay one of the following monthly meter rates, based on service connection or meter size, and the associated customer class or use:

(A) Monthly Fixed Rates for Single Family Residential/ Ocean View Non-Agricultural:

Meter Size	Effective Sept. 1, 2017
3/4"	\$19.52
1"	\$31.47
1 1/2"	\$61.10
2"	\$96.80
3"	\$209.96
4"	\$358.63
6"	\$745.40
8"	\$1,072.56
10"	\$1,727.05

(B) Monthly Fixed Rates for Multi-Family Residential:

Meter Size	Effective Sept. 1, 2017
3/4"	\$17.73
1"	\$28.49
1 1/2"	\$55.16

2"	\$87.28
3"	\$189.13
4"	\$322.93
6"	\$671.03
8"	\$965.47
10"	\$1,554.51

(C) Monthly Fixed Rates for Commercial, Industrial and Irrigation:

Meter Size	Effective Sept. 1, 2017
3/4"	\$14.16
1"	\$22.53
1 1/2"	\$43.27
2"	\$68.26
3"	\$147.47
4"	\$251.54
6"	\$522.28
8"	\$751.29
10"	\$1,209.44

(D) Monthly Fixed Rates for Fire Service:

Meter Size	Effective Sept. 1, 2017
3/4"	\$1.99
1"	\$3.32
1 1/2"	\$6.61
2"	\$10.58
3"	\$23.15
4"	\$39.68
6"	\$82.66
8"	\$119.02
10"	\$191.76

(E) Monthly Fixed Rates for Non-Metered Construction:

Meter Size	Effective Sept. 1, 2017
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3/4"	\$36.86
1"	\$67.93
1 1/2"	\$156.77
2"	\$295.26

(F) Monthly Fixed Rates for Metered Construction:

Meter Size	Effective Sept. 1, 2017
1"	\$22.53
3"	\$147.47"

Part 4. Section 22-63 of the Oxnard City Code is hereby named "Special Water Services" and is hereby amended to read as follows:

"Each customer shall pay the following fees, according to the service received.

(A) Flat rates: Effective Sept. 1, 2017.

Where meters are not installed, water services shall be paid for each dwelling facility, business activity, construction site, or service, whether or not such facility, activity, site or service is at the same location, at a monthly rate which shall be determined by the Public Works Director subject to the approval of the City Manager. Any unmetered service shall be temporary and limited to the shortest duration practical.

(B) The monthly security and contamination prevention fee shall be as follows:

Service	Effective Sept. 1, 2017
Security and contamination prevention fee	\$1.24

(C) The monthly water resource fee shall be as follows:

Service	Effective Sept. 1, 2017
Water resource fee	\$0.50

(D) Service to the City

(1) The City shall pay for all installation services furnished to the City at the rates established by this Section. However, the Water Division shall be exempt from paying for installation service.

(2) The City shall pay for all water furnished to the City at the rates established by this Section. However, the Water Division and the Fire Department shall be exempt from paying for water provided to them.

(3) Unmetered water used for street sweeping, plant watering, storm drain flushing, construction purposes, and all miscellaneous uses not herein specifically mentioned shall be deemed to have been furnished through a single meter for each department. The Public Works Director shall estimate the monthly volume of unmetered water used for such purposes.

(4) All water furnished to property owned by the City shall be metered.

(E) Temporary agricultural use - The City may provide water on a temporary basis for agricultural purposes in accordance with Section 22-66 of the City Code. Monthly water rates for temporary agricultural purposes shall be the same as commercial/industrial blended rates.

(F) Broken locks - In the event a customer breaks a lock placed on the water meter, in addition to all other amounts due, the customer shall pay a fee of \$12 to replace the broken lock.

(G) Billing and collection; delinquent bills; nonpayment - The customer shall pay a fee of \$15 for each visit to a customer's property to collect a water bill that is delinquent. If water service is discontinued due to nonpayment or non-compliance with the City Code or this Section, in addition to all other amounts due, the customer shall pay a fee of \$80 for resuming service.

(H) Billing procedure for periodic charge for City water service - Water service bills shall be computed according to the rates then in effect and the number of days in the service period at each rate."

Part 5. Section 22-64 of the Oxnard City Code is hereby named "Water Service and Meter Rates" and is hereby amended to read as follows:

"As provided in Section 22-37 of the City Code, the customer shall pay for installation of each water service and water meter.

(A) In addition to the cost of administration and materials, the rates for installing each new service and each new meter, which amount shall be paid in advance, shall be as follows:

<i>Service (inches)</i>	<i>Meter (inches)</i>	<i>Meter Box and Tail Piece (inches)</i>	<i>Effective Sept. 1, 2017</i>
3/4	3/4	3/4	\$1,500
1	1	1	\$1,700
1-1/2	1-1/2	1-1/2	\$2,200
2	2	2	\$2,500

(B) The rates for installing each new on a service, previously installed and paid for, shall be as follows in addition to the cost of materials:

<i>Service (inches)</i>	<i>Meter (inches)</i>	<i>New Box (inches)</i>	<i>Effective Sept. 1, 2017</i>
3/4	3/4	3/4	\$450
1	1	1	\$525
1-1/2	1-1/2	1-1/2	\$925
2	2	2	\$1,100"

Part 6. Section 22-65 of the Oxnard City Code is hereby renamed "Other Deposits, Fees and Rates" and is hereby amended to read as follows:

"As provided in Sections 22-19, 22-26, 22-33, 22-35, 22-39, 22-40, 22-46, 22-48, 22-49, 22-61, 22-62, 22-63, 22-64 and 22-66 of the City Code, the City shall require the payment of deposits, fees and charges as follows:

(A) Fully allocated hourly rates -

	<i>Effective Sept. 1, 2017</i>
Meter repair worker	\$68
Water distribution operator I	\$62
Water distribution operator II	\$71
Senior water distribution operator	\$78

(B) Deposit guaranteeing payment - Each applicant for service shall be required to place a deposit with the City to guarantee the payment of all water charges. The amount of this deposit for monthly water service shall be:

	<i>Meter (inches)</i>	<i>Effective Sept. 1, 2017</i>
For each	3/4	\$44
For each	1	\$65
For each	1-1/2	\$120
For each	2	\$185
For each meter over two inches, an amount equal to an approximate one-month minimum bill, but not less than \$205.		

(C) Meter testing - Upon written request to test a meter, the customer shall deposit \$100 for a meter size of up to eight inches and \$200 for a meter size of over eight inches.

(D) Turning water on or off - Except in an emergency situation, the charge to have water turned on or off during customary business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) shall be \$80. To have the water turned on or off at any time after hours (this includes weekends and City-observed holidays), the charge shall be \$145.

(E) Removal of meter and reinstallation - In the event a customer turns on the water service or permits or causes water service to be turned on after water service has been turned off for nonpayment or non-compliance, the City shall again turn off service and remove the meter, and the customer shall pay a fee of \$120, in addition to other amounts due, before water service is restored.

(F) Request for relocation or abandonment of meters or service will be estimated in accordance with the following schedule:

- (1) Relocate meter box laterally (not in paved area) -

<i>Meter</i>	<i>Sept. 1, 2017</i>	<i>Sept. 1, 2017</i>
3/4"	\$440 + Abandonment Cost	\$560
1"	\$615 + Abandonment Cost	\$735
1-1/2"	\$835 + Abandonment Cost	\$985
2"	\$1,190 + Abandonment Cost	\$1,370

- (2) Relocate meter box from yard to sidewalk -

<i>Service</i>	<i>Effective Sept. 1, 2017</i>
Relocate meter box from yard to sidewalk	\$240

- (3) Relocate meter box from driveway to sidewalk -

<i>Service</i>	<i>Effective Sept. 1, 2017</i>
Relocate meter box from driveway to sidewalk	\$300

- (4) Abandonment of water services -

<i>Meter</i>	<i>Effective Sept. 1, 2017</i>
3/4"	\$120
1"	\$120
1-1/2"	\$150
2"	\$180

* Relocation or abandonment of services will be done by Water Distribution personnel unless it is determined by the water resources manager that a contractor will be used. It is required that the contractor follow the proper public works procedures, obtain all necessary permits, have all necessary inspections performed and pay all required fees.

(5) Credit for existing meter removed and replaced with a larger service and meter in the same location -

<i>Meter Size Removed</i>	<i>Effective Sept. 1, 2017</i>
3/4"	\$235
1"	\$290
1-1/2"	\$505
2"	\$715

(G) Backflow prevention and cross-connection control

Timely submission of forms demonstrating completed testing and inspection compliance for backflow prevention and cross-connection control device(s) shall include a \$21 fee for each device. If the properly completed compliance forms are not returned within 30 days, the water resources manager shall send a second notice and assess an additional \$16 late fee. If the properly completed compliance forms are not returned within 60 days of the original notice, the water resources manager shall send a third notice and assess an additional \$27 late fee. If the properly completed compliance forms are not returned within 90 days of the original notice, the customer or owner shall pay an additional \$53 plus the cost of all administrative, labor and materials required to complete the work. Inspection services by City employees shall be provided for a fee of \$48 plus \$16 per device.

(H) Fire hydrant testing, inspection and repair fees -

<i>Service</i>	<i>Effective Sept. 1, 2017</i>
Hydrant flow test inspection	\$150

<i>Temporary Hydrant Meter</i>	<i>Effective Sept. 1, 2017</i>
Setup/retrieval	\$100
Move	\$65
Deposit - meter replacement cost	\$850
Damaged hydrant meter repair	Labor + materials

Water curbs stop repair	Labor + materials"
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Part 7. Section 22-66 is hereby titled "Agricultural Use" and is hereby added to the Oxnard City Code to read as follows:

"(A) Water may be provided on a temporary basis for agricultural purposes, provided the area to be served was within the CMWD on August 19, 1976. The words "agricultural purposes" shall mean the growing or raising, in conformity with recognized practices in husbandry, for the purposes of commerce, trade, or industry, or agricultural, horticultural, or floricultural products, and produced:

- (1) For human consumption or for the market;
- (2) For the feeding of fowl or livestock produced for human consumption or for the market;
- (3) For the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market, such products to be grown or raised on a parcel of land having an area of not less than one acre utilized exclusively therefor; or
- (4) For the feeding of fowl or livestock for the purpose of obtaining their products for human consumption or for the market, such products to be grown or raised on a parcel of land having an area of not less than five acres on which incidental domestic uses of water related to residency may also occur.

(B) Monthly water rates for agricultural purposes shall be set by ordinance of the City Council. The agricultural rates shall be calculated to three decimal places by subtracting the agricultural subsidy rate from other metered water rates so that the total subsidy is passed on to agricultural users. The "agricultural subsidy" is defined as the "water for all other purposes" rate less the "agricultural water" rate as promulgated by CMWD."

Part 8. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after September 1, 2017.

Part 9. If any term or portion of this ordinance is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this ordinance shall continue in full force and effect. Where that is the case, the City Council intends that the provisions of Ordinance No. 2859 that would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 10. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five (5) days before the City Council's adoption of the ordinance.

Ordinance No. 2921
Page 13 of 15

Part 11. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2921 was first read on July 11, 2017, finally adopted on July 18, 2017, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this 18th day of July, 2017, 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

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Scott Whitney
Police Chief

A handwritten signature in black ink, appearing to read "S. Whitney".

SUBJECT: Response to Grand Jury Report Titled "Oxnard Red Light Cameras." (10/10/10)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@Oxnard.org, 385-7624

RECOMMENDATION:

That City Council authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury report titled "Oxnard Red Light Cameras" dated May 25, 2017, in the form included as Attachment A.

BACKGROUND

The Ventura County Civil Grand Jury recently published a report regarding Oxnard red light cameras and the City's contract with Redflex Traffic Systems. The City is required to respond to certain findings and recommendations in the Grand Jury report. The Grand Jury report can be viewed online at:

http://vcportal.ventura.org/GDJ/docs/reports/2016-17/Red_Light_Report_Final_5.25.2017.pdf

The report is also attached and labeled as Attachment B.

The Grand Jury report concluded and recommended the following:

Conclusions

- C-01 The Redflex contract was not well vetted by the City prior to the signing. The contract's effective date is missing. The Cost Neutrality clause is vague and does

not make it clear if the City is required to pay any accrued balance at the end of the contract period. If the City does not prevail in its interpretation of the clause, the City may be exposed to a significant financial liability.

- C-02 It appears the RLC program as currently structured is likely to generate a significant outstanding balance. The fact that an \$806,460 balance was allowed to accrue over nine years, despite multiple contract extensions, suggests the City has not employed proper oversight in regards to the RLC program.
- C-03 The duration of the yellow light at four RLC intersections, as reported by the City, is not in conformance with the California Manual on Uniform Traffic Control Devices (CA MUTCD). Even small inaccuracies in yellow light durations pose a potential financial liability to the City as citations could be dismissed.
- C-04 The missing required Photo Enforced sign at the intersection of southbound Victoria Avenue and Channel Islands Boulevard poses a potential loss of revenue to the City. Resulting citations could be dismissed.

Recommendations

- R-01 The Grand Jury recommends the City Council ensure any future RLC contracts do not obligate the city to pay vendors more than the revenue collected by the City, less operating expenses.
- R-02 The Grand Jury recommends the City Council require an audit of the RLC program, dating back to the 2008 Redflex contract. The audit should examine if adequate oversight, financial controls, and procedures were employed in the management of the program.
- R-03 The Grand Jury recommends the City Council direct a program be instituted, starting with the RLC intersections, to ensure yellow light duration at all intersections is set in accordance with the CA MUTCD.
- R-04 The Grand Jury recommends the City Council arrange for the installation of the required Photo Enforced sign at the intersection of southbound Victoria Avenue and Channel Islands Boulevard.

The City agrees with Conclusions and Recommendations numbered: C-03, C-04, R-01, R-02, R-03, R-04 and has, or is in the process of ensuring that the recommendations listed in the Grand Jury Report are implemented upon reinitiating of a RLC program within the City.

With regards to C-03 and R-03 of the Grand Jury Report specifically, prior to the Grand Jury's inquiry, the City was informed of a discrepancy related to the yellow light duration at several RLC intersections with the city. As a result, in December of 2016, the Police Department conducted an investigation and found that the yellow light duration at three (3) RLC intersections (Rose Avenue/Gonzales Road, Saviers Road/Channel Islands Boulevard, and Victoria Avenue/Wooley Road) were not in conformance with CA MUTCD requirements that went into effect on August 15, 2015. Upon learning of the discrepancies, the Police Department immediately deactivated the affected RLC intersections in order to conduct a thorough analysis of the City's RLC program. As a result, the Police Department contacted the Ventura County Courts and

Response to Grand Jury Report Titled "Oxnard Red Light Cameras." (10/10/10)

July 18, 2017

Page 3

requested the dismissal of 146 citations that were issued as a result of the yellow light duration discrepancy. The dismissal request was granted and individuals who received citations meeting certain criteria were issued refunds. All traffic signal yellow light duration times within the city are now CA MUTCD compliant.

The City disagrees with the Conclusions numbered: C-01, C-02.

With regards to C-01, the Agreement between the City and Redflex was presented before the Oxnard City Council on September 23, 2008, with the knowledge and intent that the Agreement began once it was approved by the Council. The Agreement was vetted through several levels which included internal documentation which listed the Agreement's date of initiation and term. There was never a disagreement between the City and Redflex regarding the Agreement's approval date and termination date. In fact, the City and Redflex took care to ensure that the Agreement was extended as provided for in the Agreement.

With regards to C-02, the 2008 Agreement included a "Cost Neutrality" clause which states the following: "Cost neutrality is assured to the Customer – Customer will never be required to pay Redflex more than actual cash received." It has always been the City's opinion that, although the system routinely did not generate revenues to meet the system's operating costs, the City would not be burdened with an accrued balance at the end of the Agreement pursuant to the Cost Neutrality terms. The City has discussed the grand jury conclusions with Redflex and has been notified that Redflex agrees to waive any outstanding balance under the cost neutrality provisions of the 2008 Agreement (as amended or extended).

The City is required to respond by August 25, 2017, to certain findings and recommendations presented in the Grand Jury report. A draft of the response is presented as Attachment A.

STRATEGIC PRIORITIES

This agenda item does not relate to the four strategic plans.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A - Response to Grand Jury Form_RLC

Attachment B -Red_Light_Report_Final_5.25.2017

Response to Grand Jury Report Form

Report Title: **Final Report Oxnard Red Light Cameras**

Report Date: **May 25, 2017**

Response by: Greg Nyhoff
Scott Whitney

Title: City Manager, City of Oxnard
Title: Police Chief

FINDINGS

- I (we) agree with the findings / conclusions numbered: **C-03, C-04**

C-03: The duration of the yellow light at four RLC intersections, as reported by the City, is not in conformance with the CA MUTCD. Even small inaccuracies in yellow light durations pose a potential financial liability to the City as citations could be dismissed. The yellow light duration discrepancy was due to an oversight within the City's Traffic Engineering Division and has since been corrected.

All traffic signal yellow light duration times within the city are now CA MUTCD compliant.

C-04: The missing required Photo Enforced sign at the intersection of southbound Victoria Avenue and Channel Islands Boulevard poses a potential loss of revenue to the City. Resulting citations could be dismissed.

All RLC intersections will have required signage upon reimplementation of a RLC program within the City.

- I (we) disagree wholly or partially with the Findings / Conclusions numbered: **C-01, C-02**

C-01: The Redflex contract was not well vetted by the City prior to the signing. The contract's effective date is missing. The Cost Neutrality clause is vague and does not make it clear if the City is required to pay any accrued balance at the end of the contract period. If the City does not prevail in its interpretation of the clause, the City may be exposed to a significant financial liability.

The Agreement between the City and Redflex was presented before the Oxnard City Council on September 23, 2008, with the knowledge and intent that the Agreement began once it was approved by the Council. The Agreement was vetted through several levels which included internal documentation which listed the

Agreement's date of initiation and term. There was never a disagreement between the City and Redflex regarding the Agreement's approval date and termination date. In fact, the City and Redflex took care to ensure that the Agreement was extended as provided for in the Agreement.

C-02: It appears the RLC program as currently structured is likely to generate a significant outstanding balance. The fact that an \$806,460 balance was allowed to accrue over nine years, despite multiple contract extensions, suggests the City has not employed proper oversight in regards to the RLC program.

The 2008 Agreement included a "Cost Neutrality" clause" which states the following: "Cost neutrality is assured to the Customer – Customer will never be required to pay Redflex more than actual cash received." It has always been the City's opinion that, although the system routinely did not generate revenues to meet the system's operating costs, the City would not be burdened with an accrued balance at the end of the Agreement pursuant to the Cost Neutrality terms. The City has discussed the grand jury conclusions with Redflex and has been notified that Redflex agrees to waive any outstanding balance under the cost neutrality provisions of the 2008 Agreement (as amended or extended).

RECOMMENDATIONS

- Recommendations numbered **R-03** have been implemented.

R-03: The Grand Jury recommends the City Council direct a program be instituted, starting with the RLC intersections, to ensure yellow light duration at all intersections is set in accordance with the CA MUTCD.

Prior to the Grand Jury's inquiry, the City was informed of a discrepancy related to the yellow light duration at several RLC intersections within the city. As a result, in December of 2016, the Police Department conducted an investigation and found that the yellow light duration at three (3) RLC intersections (Rose Avenue/Gonzales Road, Saviers Road/Channel Islands Boulevard, and Victoria Avenue /Wooley Road) were not in conformance with CA MUTCD requirements that went into effect on August 15, 2015. The RLC systems at the three (3) affected intersections were immediately deactivated and citations issued at the intersections, which met certain criteria, were dismissed by the Ventura County Courts. The yellow light duration discrepancy was due to an oversight within the City's Traffic Engineering Division and has since been corrected. All traffic signal yellow light duration times within the city are now CA MUTCD compliant.

- Recommendations numbered **R-01, R-02, R-04** have not yet been implemented, but will be implemented in the future.

R-01: The Grand Jury recommends the City Council ensure any future RLC contracts do not obligate the city to pay vendors more than the revenue collected by the City, less

operating expenses.

The City has not made a determination whether or not to enter into a new agreement with Redflex. It is, however, the intent to ensure that the City will never pay more than the revenue generated by the system.

R-02: The Grand Jury recommends the City Council require an audit of the RLC program, dating back to the 2008 Redflex contract. The audit should examine if adequate oversight, financial controls, and procedures were employed in the management of the program.

The City will conduct an audit of the Red Light Camera program dating back to 2008 per the Grand Jury's recommendation.

R-04: The Grand Jury recommends the City Council arrange for the installation of the required Photo Enforced sign at the intersection of southbound Victoria Avenue and Channel Islands Boulevard

The City will ensure that all signs and notices related to Automated Red Light Camera Enforcement are in compliance with current legal requirements upon the reimplementation of the Program.

Date: _____

Signed: _____
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

Date: _____

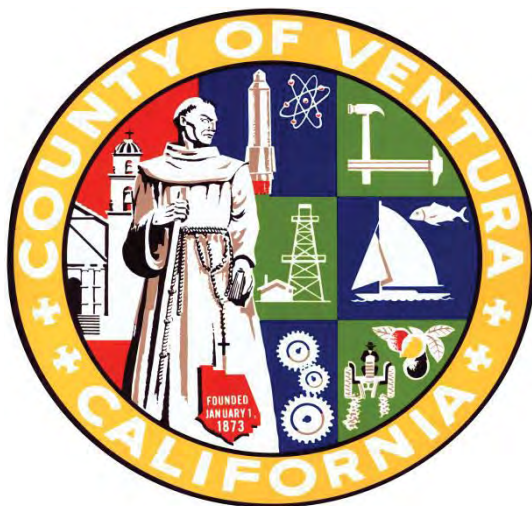
Signed: _____
Greg Nyhoff, City Manager

Date: _____

Signed: _____
Scott Whitney, Police Chief

Number of pages attached: 1

Ventura County Grand Jury 2016 - 2017



Final Report

Oxnard Red Light Cameras

May 25, 2017

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Oxnard Red Light Cameras

Summary

The 2016-2017 Ventura County Grand Jury (Grand Jury) received a complaint regarding the operation of the red light cameras (RLC) in the City of Oxnard (City). The Grand Jury opened an investigation to review the cost and operation of red light cameras at eight intersections in the City.

Research by the Insurance Institute for Highway Safety shows accidents are reduced at intersections with red light camera systems.

Oxnard instituted its RLC program in 1997. The current contract was signed in 2008 with Redflex Traffic Systems, Inc. (Redflex). As of December 31, 2016, the City had an accrued negative balance of over \$800,000, which is to be “reconciled” upon termination of the contract.

The Grand Jury concluded the Redflex contract was not well vetted by the City prior to signing. The contract’s effective date is missing. The Cost Neutrality clause is vague and does not make it clear if the City is required to pay any accrued balance at the end of the contract period.

The Grand Jury concluded the RLC program, as currently structured, is likely to generate a significant outstanding balance. The fact that a sizeable outstanding balance was allowed to accrue suggests the City has not employed proper oversight in regards to the RLC program. The Grand Jury recommends the City Council require an audit of the RLC program dating back to the 2008 Redflex contract. The audit should examine if adequate oversight, financial controls, and procedures were employed in the management of the program.

The Grand Jury concluded the duration of the yellow lights at four RLC intersections, as reported by the City, is not in conformance with State standards. Even small inaccuracies in yellow light durations pose a potential financial liability to the City as citations could be dismissed. The Grand Jury recommends the City Council direct a program be instituted, starting with the RLC intersections, to ensure yellow light duration at all intersections is set in accordance with State standards.

The Grand Jury recommends the City Council arrange for the installation of the required Photo Enforced sign at the intersection of southbound Victoria Avenue and Channel Islands Boulevard.

Background

The RLC system uses cameras coupled with magnetic sensors in the pavement to record a driver’s response to a red light. An infraction occurs when a vehicle crosses the stop line and enters the intersection after the light turns red. The system takes sequential digital photos and short videos which record a vehicle’s relative position in the intersection. The photos document:

- time of day

- speed of the vehicle
- location of the vehicle at the time the light changed to red
- elapsed time between the changing of the light to red and the vehicle crossing the stop line into the intersection
- driver's face
- vehicle's license plate

The images and data are reviewed by Redflex Traffic Systems, Inc. (Redflex) and approved by the Oxnard Police Department prior to the issuance of a citation. In California, registered owners are cited only if the driver's image is clearly visible.

Research by the Insurance Institute for Highway Safety shows accidents are reduced at intersections with RLC systems. City officials state the purpose of the RLC system is for safety and not to generate income.

Oxnard began its RLC enforcement program in 1997. (Ref-01)

Methodology

The Grand Jury reviewed the use of RLCs and conducted interviews with City officials. The contract and financial data related to the revenue and expense of the system were reviewed. On behalf of the Grand Jury, an independent Registered Professional Traffic Engineer compared the yellow phase duration as supplied by the City to State standards. The Grand Jury checked all eight RLC intersections for proper signage.

Facts

- FA-01.** In 2008, the City entered into a five year contract with Redflex to install, operate, and maintain a new RLC system. The contract was dated the 23rd of September. The year was not indicated.
- FA-02.** The contract was subsequently extended for two, one year terms. In October, 2015, the contract was extended on a month to month basis.
- FA-03.** Per the contract, Redflex invoices the City a fixed fee of \$30,500 per month. The City pays Redflex an amount equal to the monthly RLC revenue less the City's operating costs of \$2,562.
- FA-04.** For the 24 month period from January, 2015 through December, 2016:
- RLC monthly revenue to the City ranged from a low of \$17,794 to a high of \$32,254, before operating costs were deducted.

- In each of the 24 months, after operating costs were deducted, the City's payment to Redflex was less than Redflex's invoice amount of \$30,500.
- The difference between the invoice amount and the payment by the City ranged from a high of \$15,268 to a low of \$808. The average monthly shortfall during the 24 month period was \$7,976.

(Att-01)

FA-05. The contract contains a "Cost Neutrality" clause which establishes the City will not pay more per month than actual receipts from RLC fines, less operating costs. If the amount of fines collected is less than the Redflex invoice amount, the difference accrues as an outstanding balance. The contract states, "Cost neutrality will be reconciled and any necessary adjustments made at the end of the contract." As of December 31, 2016, the outstanding negative balance of such accruals was \$806,460. The outstanding balance accrued from the first Redflex contract signed in 2008. (Att-02)

FA-06. The City's interpretation of the Cost Neutrality clause is that the accrued balance is to be zeroed out at the end of the contract. They contend there is no specific language detailing any type of repayment requirement. (Att-02)

FA-07. All RLC infractions submitted by Redflex are reviewed by the City before citations are issued. The typical RLC fine is \$490. After County and State administrative fees, approximately \$154 is remitted to the City. In 2016, 9,668 RLC incidents were processed. A majority were rejected. There were 4,131 citations issued. As of March 2017, approximately 23% of these citations had not been paid.

FA-08. Yellow light duration in California is established in conformance with the California Manual on Uniform Traffic Control Devices 2014 (CA MUTCD). The yellow light phase duration was modified by the CA MUTCD in August, 2015. Yellow light duration is directly related to the observed speed of traffic. The higher the speed, the longer the duration. The City allows a 0.2 second grace period after the light turns red before considering a violation has occurred. (Ref-02)

FA-09. The City maintains the yellow light duration at all eight RLC intersections is in compliance with the CA MUTCD. An independent traffic engineer determined the minimum yellow light duration, as reported by the City, at four RLC intersections is not in compliance with CA MUTCD standards. (Att-03).

FA-10. California Vehicle Code 21455.5(a) requires signage at RLC intersections: "... (1) Identifies the system by signs posted within 200 feet of an intersection where a system is operating that clearly indicate the system's presence and are visible to traffic approaching from all directions in which the automated traffic enforcement system is being utilized to issue citations...". Seven of eight RLC intersections in the City had the required

signage. The sign was missing at southbound Victoria Avenue and Channel Islands Boulevard. (Ref-03)

Conclusions

- C-01.** The Redflex contract was not well vetted by the City prior to signing. The contract's effective date is missing. The Cost Neutrality clause is vague and does not make it clear if the City is required to pay any accrued balance at the end of the contract period. If the City does not prevail in its interpretation of the clause, the City may be exposed to a significant financial liability. (FA-01, FA-02, FA-05, FA-06, FA-07)
- C-02.** It appears the RLC program as currently structured is likely to generate a significant outstanding balance. The fact that an \$806,460 balance was allowed to accrue over nine years, despite multiple contract extensions, suggests the City has not employed proper oversight in regards to the RLC program. (FA-03, FA-04)
- C-03.** The duration of the yellow light at four RLC intersections, as reported by the City, is not in conformance with the CA MUTCD. Even small inaccuracies in yellow light durations pose a potential financial liability to the City as citations could be dismissed. (FA-06, FA-07, FA-08, FA-09)
- C-04.** The missing required Photo Enforced sign at the intersection of southbound Victoria Avenue and Channel Islands Boulevard poses a potential loss of revenue to the City. Resulting citations could be dismissed. (FA-10)

Recommendations

- R-01.** The Grand Jury recommends the City Council ensure any future RLC contracts do not obligate the city to pay vendors more than the revenue collected by the City, less operating expenses. (C-01)
- R-02.** The Grand Jury recommends the City Council require an audit of the RLC program, dating back to the 2008 Redflex contract. The audit should examine if adequate oversight, financial controls, and procedures were employed in the management of the program. (C-02)
- R-03.** The Grand Jury recommends the City Council direct a program be instituted, starting with the RLC intersections, to ensure yellow light duration at all intersections is set in accordance with the CA MUTCD. (C-03)
- R-04.** The Grand Jury recommends the City Council arrange for the installation of the required Photo Enforced sign at the intersection of southbound Victoria Avenue and Channel Islands Boulevard. (C-04)

Responses

Responses Required From:

City Council, City of Oxnard (C-01, C-02, C-03, C-04, R-01, R-02, R-03, R-04)

References

- Ref-01.** IIHS-HLDI Red Light Camera Forum, “Red light running new research”, July 28, 2016, <http://www.iihs.org/iihs/topics/presentations> (accessed May 4, 2017).
- Ref-02.** CA.GOV, Caltrans, “CA MUTCD 2014 Archive”, <http://www.dot.ca.gov/trafficops/camutcd/camutcd2014.html> (accessed May 4, 2017).
- Ref-03.** California Legislative Information, California Vehicle Code 21455.5(a), https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=VEH§ionNum=21455.5 (accessed May 4, 2017).

Attachments

- Att-01.** Oxnard Police Department Payments to Redflex
- Att-02.** Cost Neutrality Clause of Redflex Contract
- Att-03.** Oxnard RLC Intersection Yellow Phase Duration

Glossary

TERM

DEFINITION

CA MUTCD	California Manual on Uniform Traffic Control Devices
City	City of Oxnard
Grand Jury	2016-2017 Ventura County Grand Jury
Police Department	Oxnard Police Department
Redflex	Redflex Traffic Systems, Inc.
RLC	Red Light Camera

Attachment 01

Oxnard Police Department Payments to Redflex

Ventura County 2016 – 2017 Grand Jury**Final Report****Oxnard Police Dept.
Payments to Redflex**

Month/Year	Revenue	Operating Costs	Payment to Redflex	Cumulative Balance	Invoice Amount
Jan-15	20,781.95	2,561.80	18,220.15	627,308.25	30,500.00
Feb-15	23,255.76	2,561.80	20,693.96	637,114.29	30,500.00
Mar-15	28,321.98	2,561.80	25,760.18	641,854.11	30,500.00
Apr-15	22,257.79	2,561.80	19,695.99	652,658.12	30,500.00
May-15	18,809.59	2,561.80	16,247.79	666,910.33	30,500.00
Jun-15	19,341.04	2,561.80	16,779.24	680,631.09	30,500.00
Jul-15	23,018.29	2,561.80	20,456.49	690,674.60	30,500.00
Aug-15	22,789.17	2,561.80	20,227.37	700,947.23	30,500.00
Sep-15	30,210.69	2,561.80	27,648.89	703,798.34	30,500.00
Oct-15	23,034.57	2,561.80	20,472.77	713,825.57	30,500.00
Nov-15	22,107.08	2,561.80	19,545.28	724,780.29	30,500.00
Dec-15	27,410.72	2,561.80	24,848.92	730,431.37	30,500.00
Jan-16	28,125.28	2,561.80	25,563.48	735,367.89	30,500.00
Feb-16	31,332.91	2,561.80	28,771.11	737,096.78	30,500.00
Mar-16	32,012.99	2,561.80	29,451.19	738,145.59	30,500.00
Apr-16	32,253.60	2,561.80	29,691.80	738,953.79	30,500.00
May-16	28,726.80	2,561.80	26,165.00	743,288.79	30,500.00
Jun-16	29,008.54	2,561.80	26,446.74	747,342.05	30,500.00
Jul-16	29,176.02	2,561.80	26,614.22	751,227.83	30,500.00
Aug-16	27,721.59	2,561.80	25,159.79	756,568.04	30,500.00
Sep-16	26,594.56	2,561.80	24,032.76	763,035.28	30,500.00
Oct-16	18,121.13	2,561.80	15,559.33	777,975.95	30,500.00
Nov-16	17,793.69	2,561.80	15,231.89	793,244.06	30,500.00
Dec-16	19,845.56	2,561.80	17,283.76	806,460.30	30,500.00
Totals	\$602,051.30	\$61,483.20	\$540,568.10		\$732,000.00

Attachment 02

Cost Neutrality Clause of Redflex Contract

(From Redflex contract page 26)

EXHIBIT "D"

Cost Neutrality

Cost neutrality is assured to Customer - Customer will never be required to pay Redflex more than actual cash received.

The Customer agrees to pay Redflex within thirty (30) days after the invoice is received. Customer shall be obligated to pay the cumulative balance invoiced by Redflex, in accordance with terms set forth above, to the extent of **gross cash received by the Customer from automated red light violations, less Operating Cost as outlined above. In the event that a balance remains unpaid due to a deficit in gross cash received by the Customer compared to invoiced amounts, Customer will provide to Redflex with each monthly payment, an accounting of such gross receipts supporting the amount withheld.**

1. Payment will only be made by Customer up to the amount of cash received by Customer through the collection of red light and/or Railway Crossing citation up to the amount currently due.
2. Customer to open special revenue account and payments to Redflex will come only from the available balance in that account up to the amount currently due, including any unpaid prior invoiced amounts.
3. Cost neutrality will be reconciled and any necessary adjustments made at the end of the contract.
4. Cost neutrality is guaranteed except as follows:
 - If police fail to approve violations by the due date
 - If systems are de-activated due to Customer requirement
 - If collections are not reasonably pursued
 - If extreme circumstances beyond the control of Redflex cause the shortage

Attachment 03

Oxnard RLC Intersection Yellow Phase Duration

Oxnard RLC Intersection Yellow Phase Duration

Yellow Phase Duration (seconds) for Straight Through and Right Turns				
Direction/ Posted Speed Limit	Direction/ 85th Percentile Speed	Intersection	Provided by the City of Oxnard	State Standard*
NB & SB 45 - 40	SB 39 NB 51	ROSE AVENUE @ GONZALES ROAD	4.6	SB 3.9 NB 5.0
NB & SB 40 - 40	NB 42 SB 42	SAVIERS ROAD @ CHANNEL ISLANDS BLVD	4.1	4.3
NB & SB 50 - 50	NB 48 SB 48	VICTORIA AVENUE @ CHANNEL ISLANDS BLVD	4.8	4.7
WB 45	WB 42	GONZALES ROAD @ SNOW AVENUE	4.6	4.3
WB & EB 35 -35	WB 43.1 EB 43.1	FIFTH STREET @ VENTURA ROAD	4.2	4.3
NB 40	NB 43	ROSE AVENUE @ FIRST STREET	4.4	4.3
NB 50	NB 53	VICTORIA AVENUE @ WOOLEY ROAD	4.8	5.0
WB & EB 45 -45	WB 44 EB 44	GONZALES ROAD @ VENTURA ROAD	4.6	4.3

*State standard as verified by independent Registered Professional Traffic Engineer

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: July 18, 2017

TO: City Council

FROM: Phillip Molina
City Treasurer

A handwritten signature in cursive script that reads "Phillip Molina".

SUBJECT: Credit Card Merchant Interchange Fees (10/15/15)

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, 385-7808

RECOMMENDATION:

That City Council provide direction on whether to continue absorbing the “merchant interchange fee” costs within the city’s operating budget, or to pass on that fee to our clients as a convenience fee for using credit or debit cards.

What is Interchange?

It is the underlying cost of a credit card sale. There are many entities involved whenever you process a credit card transaction. First, there is the acquiring bank often referred to as Merchant Service Providers (MSP) or a stand alone MSP like Elavon who functions as the Merchant Service Provider directly. As we discovered merchant services are varied, but the MSP always represents the City as the service provider. Secondly, there is the **card-issuing bank**. The card-issuing bank represents the customer, and is the bank who physically issued the credit card to the customer who is paying the City. The final entity is the **credit card association**, such as Visa, MasterCard, or Discover. They are responsible for setting the rates at which these transactions are processed.

For every credit/debit card that exists, there is a pre-set rate that the MSP pays to the issuing bank. This is often referred to as the Interchange rate, or credit card Merchant Interchange rates or Interchange pricing. Interchange rates correlate with the cost that each bank has for these cards. Typically, cards with more “perks” or “extras” will have higher associated Interchange rates, because the card-issuing bank has additional costs to recoup. (Think rewards, points, or airline miles.) Other cards are very cheap to process, and thus, have lower Interchange rates.

Credit Card Interchange Fees (10/15/15)

July 18, 2017

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(Think debit cards – this is essentially taking money from a checking account, and are low-risk transactions for a bank.) Interchange rates will also vary based on how the card is physically accepted – there are lower rates for swiped/dipped sales, and higher Interchange rates for keyed/online sales. These Interchange rates apply to *all* Merchant Service Providers, from the largest providers to the smallest. They all have the same Interchange costs.

So... what are the Interchange rates?

There are hundreds of different Interchange rates. Interchange rates will always have two components: a percentage fee of the volume of the sale, and a per-transaction fee. Typically, the Visa/MasterCard Interchange rates will be written like this:

- 2.00% + \$0.10

The tables are complex, *but the important thing to remember when viewing these tables is that every provider is subject to these rates/fees. No matter how big or small, if you want to accept credit cards, you'll need to abide by Visa Interchange fees and MasterCard Interchange fees.*

Card Association Fees

In addition to Interchange fees that the merchant service provider must pay to the issuing bank, there are fees that are charged by Visa/MasterCard/Discover. There are several different fees that they assess, that are based on many factors, like the amount of volume you process per month, whether or not your customers physically present the card to you, the types of security precautions you take, possible international surcharges, and others. *Since many of these fees depend on the circumstance of each transaction, they're impossible to predict with 100% accuracy.* However, the basic fees that the card associations charge are roughly 0.12% of volume, and \$0.02 per transaction. Just like the rates that merchant service providers must pay to card-issuing banks, these fees are paid by *all providers*. It's what allows smaller providers to compete with the larger banks. Card Association Fees represent part of the underlying costs of credit card transactions – the other part being the “Interchange charge”.

So where do we fit in? And what are merchant services?

When the City accepts a transaction from a customer or donor, our merchant service provider is required to immediately pay all of the above fees for the card-issuing bank and Visa/MasterCard/Discover. In addition, our MSP gives the City the funds for the transaction right away. This requires a lot of work in the background. Our MSP funds the bank account for any processed transactions, even though our customer has not actually paid their credit card bill. Managing our merchant account carries operational costs, so there is an additional fee paid to the merchant service provider above Interchange (sometimes referred to as the merchant interchange fee). This additional cost reflects payment for managing risk, depositing funds, providing technical support, and maintaining the account within federal and state regulations.

Credit Card Interchange Fees (10/15/15)

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Most entities that allow credit card usage do not at first consider Interchange rates when they accept credit cards – but the reality is that Interchange and card association rates typically represent at least 80% of the monthly service costs.

MasterCard Assessments

MasterCard Fee	Pass-Through cost
Credit/Debit Assessments	0.12% of card volume and \$0.0195/transaction for sales under \$1,000. For a \$100 sale, MasterCard takes about 14 cents or .14%.
Credit/Debit Assessments	0.13% of card volume and \$0.0195/transaction for sales <u>over</u> \$1,000. For a \$2,000 sale, MasterCard takes about \$2.62 or .13%.
Digital Enablement Fee	This fee is 0.01% of volume, and applies on Card-Not-Present sales for commercial cards, consumer credit cards, and signature debit cards.
Cross Border Assessment Fee (Domestic)	Any card you accept from <u>outside the US</u> will be subject to a 0.60% international surcharge from MasterCard.
Cross Border Assessment Fee (Foreign)	Any card you accept from <u>outside the US</u> that is <u>settled in non-US dollars</u> will be subject to a 1.00% international surcharge from MasterCard.
Acquirer Program Support Fee	This 0.85% fee applies to any cards you accept from <u>outside the US</u> , just like the Cross Border Assessment Fee (domestic).
AVS Fee (Card-Present)	MasterCard assesses a \$0.005/transaction fee for using Address Verification Services in a Card-Present environment.
AVS Fee (Card-Not-Present)	MasterCard assesses a \$0.0075/transaction fee for using Address Verification Services in a Card-Not-Present environment.
Card Validation Code Fee	There is a \$0.0025/transaction fee for all transactions that are submitted with the Card Validation Code (also known as Card Code Verification or CCV).
Kilobyte Access Fee	This \$0.00444/transaction fee is charged for each authorized transaction submitted for settlement.
Acquirer License Fee	This 0.0045% fee is assessed on <i>all processing volume</i> .
Processing Integrity Fee	This \$0.055/transaction fee is charged when transactions are not settled within 24 hours for Card-Present sales, or 72 hours

Credit Card Interchange Fees (10/15/15)

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for Card-Not-Present sales.

Account Status Inquiry This rarely applied fee of \$0.025/transaction applies when cardholder information (AVS, CCV) is verified *without authorizing the sale*.

Annual Location Fee This \$15 fee is assessed to all merchants on a per-location basis. For each location you have, MasterCard will assess \$15.

But at this point I want to emphasize that our City Attorney has identified that pursuant to Government Code Section 6159, as a local government, Oxnard is allowed to impose a fee for the use of a credit or debit card or electronic funds transfer, not to exceed the costs incurred by the City or its agent in providing for payment by credit or debit card or electronic funds transfer, otherwise referred to as a “pass through of merchant interchange fees”.

So the question for you to decide tonight is should the “merchant interchange fees”, aka “interchange fees”, aka “interchange pricing” continue to be absorbed by all Oxnard taxpayers through the use of the city’s operating budget, or should these fees be charged directly to those who use credit/debit card usage, which results in the merchant interchange fee(s) being charged to Oxnard.

To help resolve this question we looked at some other cities within California to see how they have taken the lead on this issue. (Survey April 2017)

Agency	Service Fee
Galt	1.60%
Torrance	2.50%
Calimesa	2.50%
Cypress	2.50%
Thousand Oaks	2.50%
Vista	2.75%
Fresno Metro Flood District	2.80%
Sierra County	2.95%
Calaveras County Water District	3%
Antioch	\$1.00
Long Beach	\$3.99
Fullerton	*\$3.00
La Palma	*None
Pasadena	*None
Oakdale	3% over \$2000
Truckee	None
Watsonville	None
Carmel	None
Fremont	None

Credit Card Interchange Fees (10/15/15)

July 18, 2017

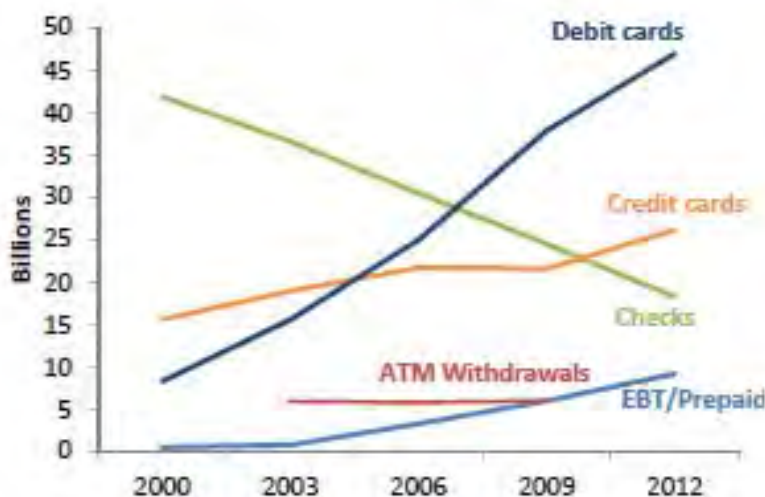
Page 5

San Clemente	None
La Quinta	None
Folsom	None
Rancho Palos Verdes	None
Turlock	None
City of Chino	none
Selma	None
San Gabriel	None
Yucaipa	None
Orange	None
Simi Valley	None
Pleasant Hill	None
Sacramento	None
Gilroy	None
Placerville	None
El Cerrito	None
El Cerrito	None
La Loma	None
Oceanside	None
Loma Linda	None
Cotati	None
San Rafael	None

Retail payments continue to shift to electronic means

Number of Transactions by Payment Type

2000-2012

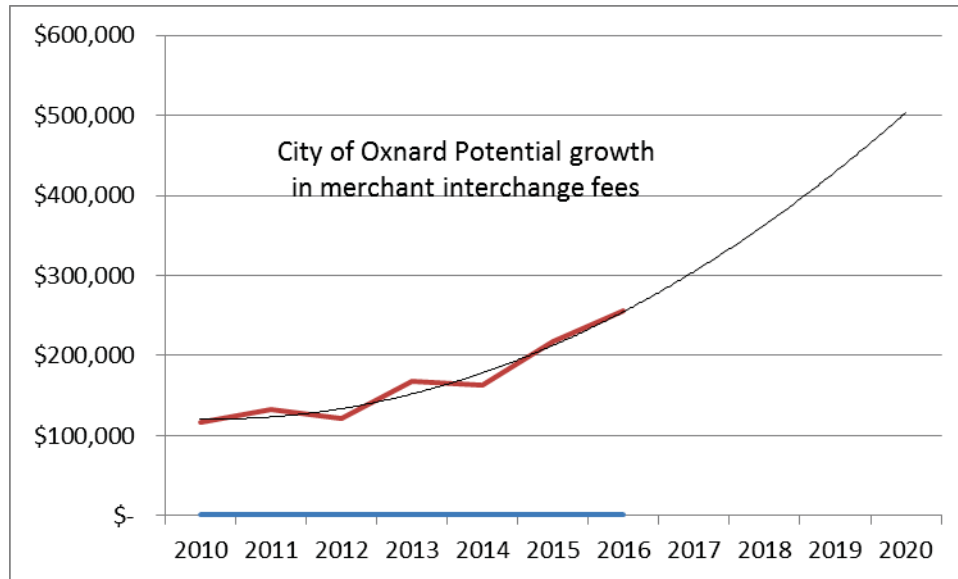


- Payments landscape has seen dramatic changes in the past decade
- Proxy measures for cash (e.g., ATM transactions) are largely stable
- How does cash fit into this evolving landscape?

Credit Card Interchange Fees (10/15/15)

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FINANCIAL IMPACT

In the graph immediately above the red line shows the actual annual cost for the “merchant interchange fee(s)” for the years 2010 through 2016. The gray trend line shows the likely future costs should all conditions remain the same and the growth in usage of credit/debit cards continue.

In a recent report the CALIFORNIA CPA periodical the median household credit card debt is \$16,000. From the charts shown above it is likely that by the year 2020, which is only 3 years away, if the trends continue the various “merchant interchange fee(s)” are likely to exceed \$500,000. That would be the direct impact to the city’s operating budget if the City Council decides to continue funding the costs of credit/debit card processing. Currently the City Treasurer expects to spend in excess of \$255,000 for FY 17-18 just for ‘merchant interchange fees’. Of the \$264,182 budgeted for Bank Charges in FY2016-17, the anticipated merchant interchange fees is estimated to be \$319,182 based on charges of \$263,828 actual charges from July 2016 through March 2017. In 2016 the city spent \$263,827.52, for ‘merchant interchange fees’ in 2015 the amount of ‘merchant interchange fees paid by the city was \$218,124.32 and in 2014 it was \$245,825.72.

There is no legal obligation on the Council to take action, however, if the Council just ‘accepts this report’ the city’s budget will continue to be charged for the ‘merchant interchange fee(s). If Council should decide to pass through these costs directly to those who use credit/debit cards for making their payments, we will need to change card swiping machines, which we estimate will be a onetime cost of \$30,000 for 5 units. With passing on business cost to customer, the City can realize savings up to \$240,000 in FY17-18 associated with bank charges



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Jesus Nava
Assistant City Mgr

A handwritten signature in blue ink, appearing to read "Jesus Nava".

SUBJECT: Administrative Waivers of City Penalties (10/10/10)

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

RECOMMENDATION:

That the City Council adopt a resolution providing administrative authority to grant one-time waivers of penalty fees.

BACKGROUND

The City of Oxnard provides services that promote and protect the health, safety and welfare of the community. Users pay a fee to finance the provision of the service. The city bills the user for the fee and provides a due date for the payment. If a payment is received after the due date a penalty is assessed. The penalty is a deterrent against late- or non-payment of the service fee.

Water, sewer and solid waste are three important city services that fulfill the basic human needs of all residents. Given the income diversity of the city population, there are occasions when residents or businesses are unable to make their utility payment by the due date and a penalty is assessed. Requests are then made to waive the penalty especially if the customer believes they have an excellent track record of on-time payments.

To assist our residents and businesses and provide good service staff needs to have measured discretion to review any request for waiver and make a determination whether to waive the penalty or not based on payment history. The proposed resolution establishes the city council's

Administrative Waivers of City Penalties (10/5/10)

July 18, 2017

Page 2

policy to give city staff that measured discretion. Staff responsible for billing and collecting fees for city services will be able to grant a one-time waiver of fees assessed as penalties for late- or non-payment. The maximum amount of any one-time waiver will be limited to \$500.

All requests for waivers will be submitted to the city in writing. A form has been drafted and is enclosed as a sample document. See Attachment I. Staff will review the request and have the discretion to approve the waiver if no prior waivers have been granted.

The city manager, as Chief Executive Officer, is responsible for implementing the council policy in accordance with the Procedures Manual of the City of Oxnard City Council (adopted May 10, 2016). As stated in the manual, Oxnard operates under the City Council-City Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, direct the daily operations of city government, and prepare and monitor the municipal budget.

The city manager will designate department directors as the approving authority for granting the one-time waivers of city penalties. Directors will be responsible for ensuring that the waivers pertaining to their service areas are properly documented, reviewed, approved and filed for audit purposes.

Copies of the approved waiver form will be provided to customers for their records and to the utility billing staff to assist in the reconciliation of payment amounts at the payment counter.

This policy does not apply to the correction of miscalculations and billing errors which can be administratively rectified by city staff and approved by the city manager or his or her designee.

The new budget estimates the following revenue from fines and forfeitures. Note that the revenue category combines all fines assessed by the city:

General Fund	\$ 2,383,184
Water Fund	\$ 432,973
Wastewater Fund	\$ 259,000
Solid Waste Fund	\$ 260,100

Information on the practices of surrounding cities is also provided for the Council's review. The information was compiled by Ms. Cindy Pineda, an intern in the city manager's office. See Attachment II.

HISTORY

The city has a history of providing waivers of penalties for its residents and businesses on an administrative basis. The proposed policy will clarify the authority of the city staff by providing formal council direction to grant waivers as outlined in this report.

The Treasurer reports that during the last six months the department has waived \$16,455.55 of

Administrative Waivers of City Penalties (10/5/10)

July 18, 2017

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penalties associated with 45 business licenses. The average waiver amount during this period was \$365.67.

The Treasurer also reports that during the same six month period, 1,425 accounts were provided with a one-time waiver of their utility penalties for a total amount of \$78,631.28. The average waiver during this period was \$55.18.

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

FINANCIAL IMPACT

The fiscal impact will depend on the amount of one-time waivers that are granted and approved. Information will be collected to assess the financial impact of the policy. However, penalties are assessed only as a deterrent and while the amounts collected are significant, the hope is that bills are paid by the due date so that no penalties are ever assessed.

ATTACHMENTS:

CofO Penalty Fee Waiver Resolution

Attachment I. Waiver Request Sample Form

Attachment II. Administrative Waivers of Fees and Penalties-Pineda

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER TO ESTABLISH A POLICY REGARDING
THE ADMINISTRATIVE WAIVER OF PENALTIES AND DEBT FORGIVENESS**

WHEREAS, on occasion the city staff receives requests from customers to grant waivers of penalty fees as a one-time courtesy; and

WHEREAS, the City strives to develop policies that reflect a concern for all of its residents.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the City Manager is authorized to establish an administrative policy to grant the waiver of penalty fees and debt forgiveness subject to the following criteria:

- I. The City Manager or his or her designee may grant one-time fee waivers for up to \$500 per customer.
- II. All customer requests for fee waivers and debt forgiveness must be submitted in writing on the City of Oxnard waiver request form.
- III. This criteria in no way affects the necessity of making appropriate corrections when a billing error has been detected. Such an error may be corrected by the City Manager or his or her designee.

PASSED AND ADOPTED on this 18th day of July, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

INSERT CONTACT INFORMATION
ADDRESS
PHONE NUMBER



REQUEST TO WAIVE FEES

Resolution # XX,XXX provides that the City has the authority to grant a one-time waiver of penalty fees, upon written request.

Please accept this as my written request to waive the following fees assessed to my account as a one-time courtesy:

UTILITY BILLING:

Account No.: _____

Name: _____

Service Address: _____

Telephone No.: _____

- ☐ Water bill delinquent payment penalties
- ☐ Sewer bill delinquent payment penalties
- ☐ Wastewater bill delinquent payment penalties
- ☐ Disconnection fees
- ☐ Reconnection fees
- ☐ Standby fees
- ☐ Meter removal fees
- ☐ Tampering fees
- ☐ Door hanger fees
- ☐ Broken lock fees

LICENSING:

Business Tax Certificate No.: _____

Name: _____

Business Name: _____

Business Address: _____

Telephone No.: _____

- ☐ Business Tax Penalty
- ☐ Wastewater Discharge Permit Penalty

REASON FOR REQUEST: _____

Signature _____

Date _____

.....
CITY USE ONLY

RECEIVED BY: _____

ACTION TAKEN:

- ☐ APPROVED _____
- ☐ DENIED _____ REASON _____

Signed: _____ Date: _____



MEMORANDUM

TO: JESUS NAVA
FROM: CINDY PINEDA
SUBJECT: ADMINISTRATIVE WAIVERS OF FEES AND PENALTIES
DATE: JUNE 7, 2017
CC: GREG NYHOFF AND RUTH OSUNA

1.1 Summary

Cities surrounding the City of Oxnard grant waivers for any city penalties. While the amount waived varies from city to city, all the cities only provide a one-time waiver. For example, both the City of Ventura and City of Thousand Oaks grant waivers for tag fees.

The authority that grants these waivers differs. The City of Ventura grants the authority to the Director of Finance, but requires the approval to be presented to the City Council. The City of Thousand Oaks is more lenient and provides authority to customer service staff to approve one-time waivers on penalties such as the door tags on utility accounts. However, anything above is at the discretion of the City of Thousand Oaks Revenue Manager, Finance Director, or Public Works Director. In comparison, the City of Santa Barbara grants the authority to supervisors in the AR programs.

Throughout the surrounding cities the authority is not provided by a resolution or ordinance, but rather by administrative policy or departmental policy. The process of requesting a waiver is vague. Most surrounding cities ask customers to call and ask for a waiver. The completion of the waiver must be done online or in written form based upon the city's preference.

The documentation of the waiver for auditing purposes varies from city to city. At the moment the City of Ventura documents the waiver as a write off by the Finance Department. In comparison, the City of Thousand Oaks documents the waiver in a database and a service request form. Afterwards a supervisor reviews all adjustments against an adjustment report. On the other hand, the City of Santa Barbara documents the waivers as accounts noted.

The formal reporting of waivers to City Council is only seen in the City of Ventura. The City of Ventura requires that waivers be presented to City Council at least annually when the annual budget is submitted. Furthermore, City Council approval is required for write offs that exceed \$10,000. Overall, formal approval from City Council is not required for waivers in the surrounding cities.

Unfortunately, there is a lack of documentation regarding administrative waivers for fees and penalties. The only surrounding city that has a living document is the City of Ventura. For further information please review the City of Ventura Administrative Policy and Procedures.

1.2 Additional Information

Only three cities responded to the request, the three cities include: Ventura, Thousand Oaks, and Santa Barbara. The City of Camarillo has placed a formal request to their Finance Department, but no response has been received. The City of Port Hueneme did not respond to the request. Thus, the summary illustrated above only accounts for the policy in place in the cities of Ventura, Thousand Oaks, and Santa Barbara,

1.3 Recommendation

Based upon surrounding cities, the City of Oxnard should consider implementing an administrative policy that clearly delineates who has the authority to approve administrative waivers. The City of Oxnard may consider granting the City Council the command in delegating the authority that should oversee the approval of waivers; however, the City Council should not be the sole authority that grants waivers for penalty fees. Prolong meeting times and the addition of unnecessary demands would incur if the City Council were to be given such a task. Overall, the City of Oxnard should develop and institute a living document that addresses the lack of documentation regarding the approval process of administrative waivers for fees and penalties.

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 4

DATE: July 18, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Street Maintenance Program Update (10/20/20)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council receive the Street Maintenance Program Update.

BACKGROUND

The City of Oxnard street system consists of 370 miles of streets and 68 miles of alleys with a total area of 92 million square feet. As of 2016, the average pavement condition index (PCI) of streets is 59.6 (on a scale of 0 to 100 with 100 being a new street). The average PCI of alleys is considerably lower at 28. The poor condition of the alleys brings the combined average PCI of streets and alleys down to 57. The California statewide average PCI is 66. Figure 1 summarizes the quantity and condition of the City's street system.

Street Classification	Centerline Miles	Lane Miles	Area (Square Ft)	Percent of Street System	Percent of Street & Alley System	Average PCI
Arterials	71.05	284.20	23,895,248	28.3%	25.8%	60
Collectors	53.45	106.90	11,462,528	13.6%	12.4%	57
Residentials	245.59	491.18	49,186,136	58.2%	53.2%	60
Total Streets	370.09	882.28	84,543,912	100.0%	91.4%	59.6
Alleys	68.03	68.03	7,916,981		8.6%	28
Total Streets & Alleys	438.12	950.31	92,460,893		100.0%	57

Figure 1: Summary of City Street System Size and Condition

STREET CONDITION

The **Critical PCI Range** is the point at which streets begin to deteriorate rapidly and maintenance costs increases greatly. It is most cost effective to maintain streets before their condition reaches the critical PCI range.

Over the past 17 years the average condition of streets in the City has increased and decreased corresponding approximately with increases and decreases in street resurfacing spending. From 2000 to 2005 the average PCI of City streets declined, from 2006 to 2009 the average PCI increased when funding increased, and from 2010 to 2016 the average PCI decreased again corresponding to decreases in spending.

Figure 2 below shows the average PCI trend from 2000 to 2016 for streets and alleys and Figure 3 shows street and alley resurfacing spending from 2002 to 2016. Staff has estimated that the spending level required to maintain the average PCI level of 60 is approximately \$12.3 million. It should be recognized that with an annual spending level of \$12.3 million the City will continue lag behind the California statewide average PCI of 66. The years that the average PCI increased correspond to the years in which street funding was close to or above the \$12.3 million level.

Over this same time period, from 2000 to 2016, the average PCI for alleys has decreased from 56 to 28. This was due to the fact that very little funding is available for alley projects.

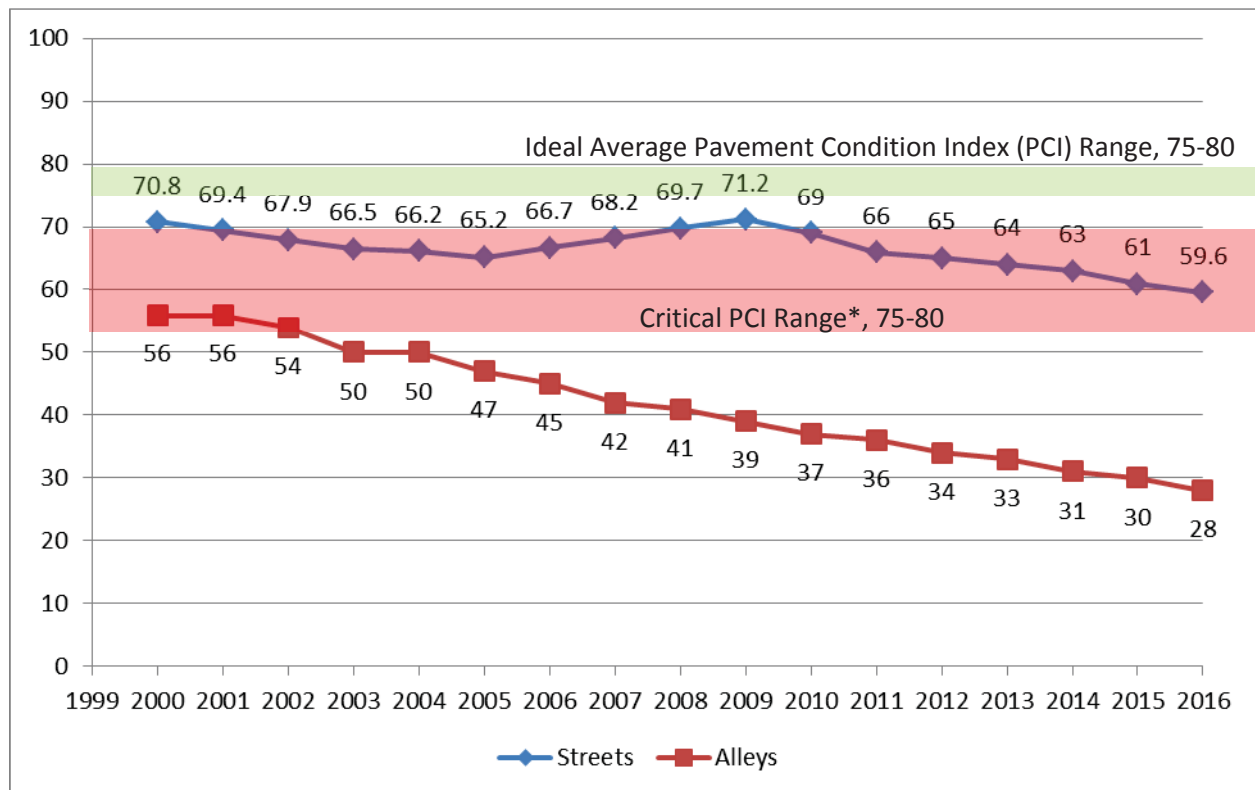


Figure 2: Average Pavement Condition Index (PCI) Trend.

Street Maintenance Update (10/20/20)

July 18, 2017

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Historically, the funding available for street resurfacing projects has varied annually. As shown in Figure 3, the spending required to keep City streets at the current PCI of 60 is \$12.3 million.

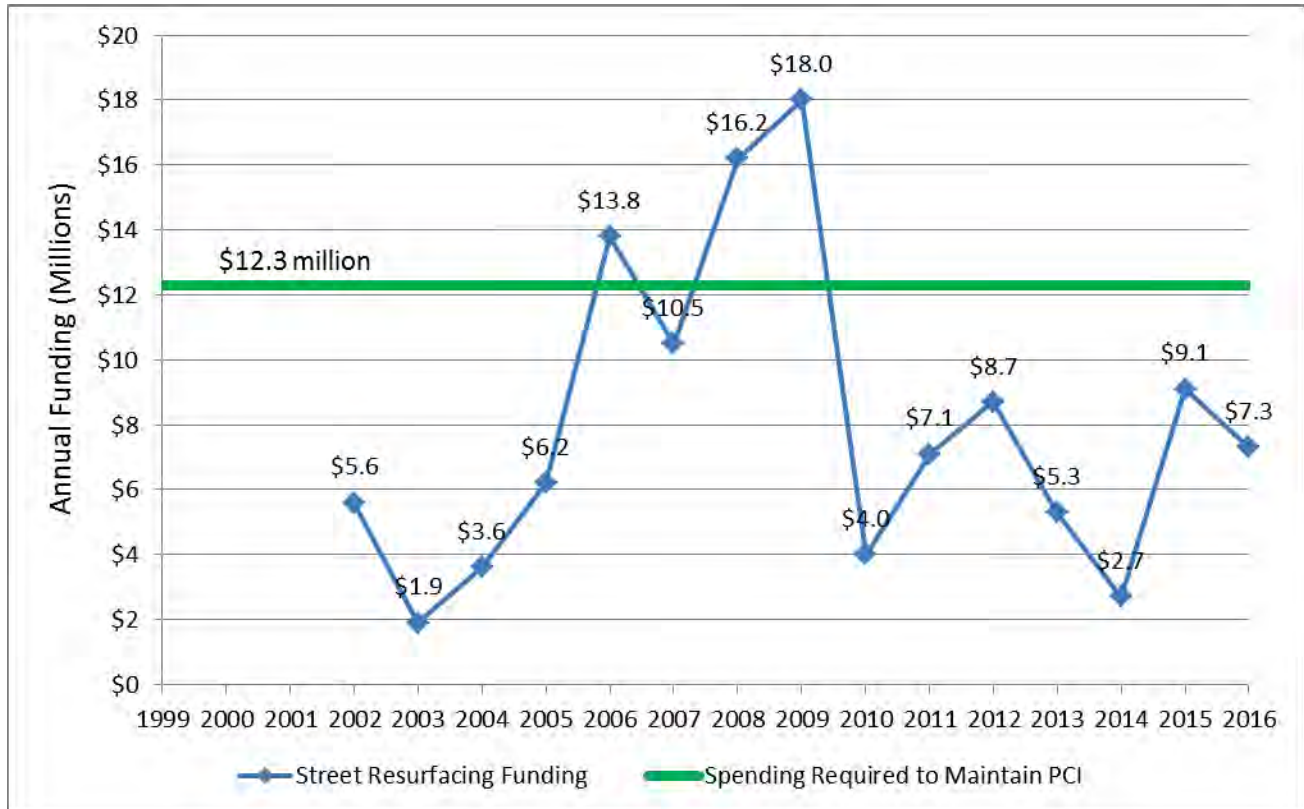


Figure 3: Annual Street and Alley Resurfacing Spending

STREET MAINTENANCE AND REPAIR FUNDING

The City receives revenue from a number of sources to fund streets projects. The table below shows the funding source and the available funds for FY 2017-18 for street resurfacing. This funding assumes \$2.5 million in additional funding from Measure O Sales Tax. The General Fund at this time does not fund for capital street maintenance projects.

Funding Source	Estimated Ending Fund Balance 6/30/17	Anticipated FY 17/18 Funding	Total Combined
Gas Tax - Road Improvement (SB1)	\$0.0	\$1.1	\$1.1
Measure O Bonds	9.78	0.0	9.78
Measure O Sales Tax	0.0	2.5*	2.5
Street Maintenance (IUF)	10.4	4.0	14.4
General Fund	0.0	0	0.0
HERO (Specific to Camino Del Sol)	1.1	0	1.1
Repurposed Funds from Rice 101 Bridge Project (Specific to Vineyard Avenue)	2.0	0	2.0
Federal FTIP Funding (Specific to C.D.S.)	2.2	0	2.2
Totals	\$25.59	\$7.6	\$33.19

* With City Council Approval (Adopted Budget FY17-18 included \$0.5 million for Alleyway; Requires \$2 million of additional funding)

STREET MAINTENANCE AND REPAIR PLAN

The plan for the next year and a half (July 1, 2017 - Dec 2018) is as follows:

- 1) Implement Thin Maintenance Overlay (TMO) measures on arterial roadways which is explained below;
- 2) Complete the residential neighborhood resurfacing program for neighborhoods that do not require water or wastewater pipe replacement;
- 3) TMO for residential neighborhoods that have water lines that need to be replaced; and
- 4) Use City street maintenance crews for localized preventive maintenance including crack sealing, changing current pot hole repair strategy from cold patching (temporary) to hot patching (long term), and sidewalk repair.

The TMO measures for arterial roadways includes overlaying the travel lanes to create a smooth riding surface that should last for 5-10 years until a more complete resurfacing project can be funded and constructed. This is also referred to as a stop gap solution.

Many streets in Oxnard cannot be resurfaced because the water pipelines below the street surface are cast iron, which was the preferred pipe material used during construction of many residential neighborhoods in the 1950s and 60s. These cast iron pipes are now very brittle and can rupture during street resurfacing projects because the new hot mix asphalt requires vibratory compaction with heavy rollers. These streets require water line replacement before street resurfacing can occur. Funding for cast iron pipe replacement is currently not available. Funding for water pipeline replacement must be identified in order to keep street projects moving forward.

City crews have been mainly doing temporary short term repair projects in the past but will be shifted to more cost effective long term repairs such as crack sealing, and permanent pavement repair patching known as “dig-outs.”

The Street Maintenance Plan (Attachment A) is a street resurfacing schedule that provides a detailed list of the resurfacing projects proposed to be completed before December 2018. In summary, the following streets are scheduled to be resurfaced before December 2018:

Arterial Streets

Camino del Sol
Vineyard Avenue
Channel Islands Blvd.
Auto Center Commercial Neighborhood
TMO

Residential Streets

Redwood Neighborhood
Rio Lindo Neighborhood
La Colonia Neighborhood – Phase One
Colonia
Windsor North Neighborhood
Fremont North Neighborhood
Bryce Canyon South Neighborhood

In addition TMO will be applied to 15 arterial streets throughout the City and are listed in the Street Maintenance Plan.

Street Maintenance Update (10/20/20)

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RICE AVENUE UPDATE

Discussions with Caltrans and the Ventura County Transportation Department will continue with the goal of transferring Rice Avenue from City ownership to State ownership. A detailed report has been prepared by Dynatest Consulting. The report determined that Rice Avenue will need to be reconstructed to bring it up to State highway standards before its ownership can be transferred. The reconstruction cost of Rice Avenue is estimated to be \$12.6 million.

FUTURE ITEMS FOR COUNCIL DISCUSSION

The State of California has for decades allocated cities per-gallon excise taxes on gasoline and diesel fuel, sales taxes on gasoline and diesel fuel and registration taxes on motor vehicles with allocations dedicated to transportation purposes through the Highway User Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (RMRA) which allocates much of the revenue from the Road Repair and Accountability Act of 2017 (SB1 Beall). SB1 provides funding for local streets and roads and other transportation uses.

The use of HUTA funds are restricted by Article XIX of the California State Constitution and the Streets and Highways Code Section 2101.

SB1 is a significant new investment in California's transportation systems of about \$5.2 billion per year. The Act will more than double local streets and road funds allocated through the HUTA, allocating funds from new taxes through a new "Road Maintenance and Rehabilitation Account" (RMRA).

SB1 contains a local agency maintenance of effort (MOE) requirement that applies to funds allocated through the RMRA. The Act states that the MOE requirement is to ensure that these new road funds do not supplant existing levels of city and county general revenue spending on streets and roads.

SB 1 stipulates that, prior to receiving RMRA funds in a fiscal year, a city must submit to the California Transportation Commission (CTC) a project list pursuant to an adopted budget. The list must include for each project: description, location, schedule, and useful life. Additionally, the Act provides that the State Controller may perform audits to ensure compliance with these MOE rules.

Staff will return to Council at a later date to discuss these new requirements in relationship to the current City of Oxnard's use of HUTA and SB1 funds, along with requirements of these funding sources. This may have a future financial impact on the City's General Fund or other funding sources.

STRATEGIC PRIORITIES

Street Maintenance Update (10/20/20)

July 18, 2017

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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 4a. Implement CIP plans.

FINANCIAL IMPACT

Annually \$12.3 million will be required to maintain the City's current average pavement condition index (PCI) of 59.6. Additional funding will be necessary to improve the PCI of citywide streets. Studies prepared by pavement management consultants have determined that at least \$20 million will be required annually to bring the City's streets to an acceptable condition and to maintain that condition. The acceptable PCI of 70 will bring the Oxnard's streets to a pavement condition level comparable with other cities in Ventura County and above the California statewide average PCI of 66.

ATTACHMENTS:

Attachment A - Street Maintenance Plan

Attachment B - Streets Resurfacing Update 2017

No.	Neighborhood Street CIP	Total Street CIP Cost	Fiscal Year					Note
			17-18		18-19		19-20	
			July-Dec	Jan-June	July-Dec	Jan-June		
1	La Colonia Phase 1	\$1,300,000	\$1,300,000					CIP - Out to bid
2	Rio Lindo	\$2,900,000	\$2,900,000					CIP - Out to bid
3	Windsor North River Ridge	\$2,033,135	\$2,033,135					CIP - Out to bid
4	Residential Resurfacing - Remaining Streets	\$2,500,000			\$1,600,000			TMO Street with CI pipe
5	Fremont North	\$1,700,000		\$1,700,000				CIP
6	Redwood	\$1,700,000						CIP
7	Bryce Canyon South	\$1,300,000		\$1,300,000				CIP
8	Colonia Rd. and Cooper Rd	\$2,500,000			\$2,500,000			CIP
9	La Colonia Phase 2	\$5,300,000			\$1,300,000			TMO Street with CI pipe
			\$7,933,135	\$3,000,000	\$5,400,000	\$0	\$0	

No.	Arterial Street CIP	Total Street CIP Cost	Fiscal Year					Note
			17-18		18-19		19-20	
			July-Dec	Jan-June	July-Dec	Jan-June		
1	Camino del Sol Resurfacing	\$2,600,000						CIP
2	Patterson and Vineyard - Gonzales to Oxnard Blvd	\$2,400,000						CIP
3	Auto Center Neighborhood	\$1,800,000						CIP
4	Channel Islands Blvd Resurfacing	\$3,700,000						CIP
5	Vineyard ave Ph 2 - Oxnard Blvd to 101 & Esplanade Dr	\$1,500,000	\$725,000					TMO
6	Rice Ave	\$5,000,000			\$5,000,000			CIP-Per Caltrans requirements
7	Victoria Ave - S End to N City limit	\$5,200,000	\$1,400,000					TMO
8	Third Street	\$1,300,000	\$371,000					TMO
9	Commercial resurfacing various locations	\$4,500,000		\$950,000				TMO
10	N C St - Citrus Grove Ln to Fifth St	\$2,900,000	\$450,000					TMO
11	H St - Doris to Gonzales	\$1,100,000	\$350,000					TMO
12	West 5th - Harbor to Ventura	\$1,900,000	\$710,000					TMO
13	Sturgis Ave	\$2,100,000	\$570,000					TMO
14	Eastman Ave	\$1,400,000	\$360,000					TMO
15	Lumbard St	\$1,000,000	\$241,000					TMO
16	Teal Club Rd	\$900,000	\$245,000					TMO
17	Emerson Ave	\$1,400,000	\$175,000					TMO
18	East 5th St - Oxnard Blvd to Rose Ave	\$1,500,000	\$351,000					TMO
19	Bard Rd W City limit to PV Rd	\$1,100,000	\$275,000					TMO
20	Harbor Bl	\$3,700,000	\$150,000					TMO (5th to City Limit)
			\$16,873,000	\$950,000	\$5,000,000	\$0	\$0	
			\$68,233,135	\$3,950,000	\$10,400,000	\$0	\$0	
Total								

No.	Arterial & Neighborhood Streets PM	Total Street PM Cost	Fiscal Year					Note
			17-18	18-19	19-20	20-21	21-22	
1	S C St - Fifth St to CI Blvd	\$1,400,000		\$1,400,000				Overdue since 2006
2	Rose Ave - Fifth St to Pleasant Valley	\$950,000		\$950,000				Overdue since 2007
3	Five Points NEast Neighborhood	\$936,320		\$936,320				Overdue since 2003
4	Commercial Central Neighborhood	\$436,590		\$436,590				Overdue since 2003
5	Hobson Park East Neighborhood	\$1,168,860		\$1,168,860				Overdue since 2007
6	Wilson Neighborhood	\$1,554,506		\$1,554,506				Overdue since 2009
7	Hill St and Kamala Park Neighborhood	\$1,835,807		\$1,835,807				Overdue since 2009
8	Golf Course & Victoria Estates (City area) Neighborhood	\$180,573			\$180,573			Overdue since 2009
9	Commercial Northeast Neighborhood	\$1,568,390			\$1,568,390			Overdue since 2009
10	College Park Neighborhood	\$107,261			\$107,261			Overdue since 2011
11	Patterson Rd - Hemlock St to Gonzales Rd	\$605,000			\$605,000			Overdue since 2009
12	W Gonzales - Oxnard Bl to Victoria Ave	\$946,000			\$946,000			Overdue since 2012
13	E Gonzales - Oxnard to Rice	\$1,090,000			\$1,090,000			Overdue since 2016
14	J St - Ninth St to Hueneme Rd	\$768,000			\$768,000			Overdue since 2008
15	Ventura Rd - CI Bl to Forrest Park Bl	\$1,650,000			\$1,650,000			Overdue since 2015
16	N Oxnard Bl - 101 to Fifth St	\$1,161,000			\$1,161,000			Overdue since 2006
17	Doris Ave - Patterson Rd to A St	\$500,000				\$500,000		Overdue since 2012
18	S Oxnard Bl - Fifth St to PV Rd	\$1,700,000				\$1,700,000		Overdue since 2000
19	Rose Park Neighborhood	\$667,590				\$667,590		Overdue since 2011
20	Pleasant Valley Village Neighborhood	\$556,710				\$556,710		Overdue since 2012
21	Hollywood By the Sea Neighborhood	\$680,680				\$680,680		Overdue since 2012
22	Lemon Wood Eastmont Neighborhood	\$1,340,570				\$1,340,570		Overdue since 2014
23	Fremont South Neighborhood	\$633,650				\$633,650		Overdue since 2016
24	Diamond Bar Neighborhood	\$400,400				\$400,400		Overdue since 2016
25	Sea View Estates Neighborhood	\$867,680				\$867,680		Overdue since 2017
26	Via Marina Neighborhood	\$1,130,840				\$1,130,840		Overdue since 2018
27	Pleasant Valley Rd - J St to Bridge	\$955,000					\$955,000	Overdue since 2009
28	Hemlock - Victoria Ave to Ventura Rd	\$360,000					\$360,000	Overdue since 2000
29	Saviers Rd - Wooley Rd to Hueneme Rd	\$1,100,000					\$1,100,000	Overdue since 2015
30	Town Center Dr	\$75,000					\$75,000	Overdue since 2005
31	Ormond Beach Neighborhood	\$573,650					\$573,650	Overdue since 2006
32	Cabrillo Neighborhood	\$1,747,900					\$1,747,900	Overdue since 2003
33	Carraige Square Neighborhood	\$1,596,160					\$1,596,160	Overdue since 2003
34	Marina West Neighborhood	\$1,567,720					\$1,567,720	Overdue since 2004

35	Terrace Estates Neighborhood	\$629,860							Next Cycle
36	Sea Air Neighborhood	\$849,710							Next Cycle
37	Southwinds Neighborhood	\$684,530							Next Cycle
38	Bartolo Square North Neighborhood	\$589,404							Next Cycle
39	Bartolo Square South Neighborhood	\$794,509							Next Cycle
40	Blackstock North Neighborhood	\$727,735							Next Cycle
41	Cal-Gisler Neighborhood Ph 2 - Slurry	\$1,310,690							Next Cycle
42	N Oxnard Bl - 101 to Whalen Way	\$300,000							Next Cycle
43	Wooley Rd - Mandalay Beach Rd to Rose Av	\$1,300,000							Next Cycle
44	Ventura Bl - Santa Clara Av to Del Norte Bl	\$220,000							Next Cycle
45	Cypress Neighborhood	\$433,113							Next Cycle
46	Oxnard Dunes Neighborhood	\$123,046							Next Cycle
47	Blackstock South Neighborhood	\$670,116							Next Cycle
48	Tierra Vista Neighborhood	\$915,280							Next Cycle
49	East Village Neighborhood	\$909,370							Next Cycle
50	West Village Neighborhood	\$1,538,812							Next Cycle
51	Etting Rd- PV Rd to E end	\$40,000							Next Cycle
52	Oxnard Shores Neighborhood	\$1,287,847							Next Cycle
53	El Rio West Neighborhood	\$290,517							Next Cycle
54	El Rio Neighborhood	\$227,920							Next Cycle
55	Hueneme - J St to Edison Rd	\$329,430							Next Cycle
56	Del Norte Bl- 101 FWY to Fifth St	\$520,610							Next Cycle
57	River Park Bl - Vineyard Av to Forest Park Bl	\$124,425							Next Cycle
58	Garonne St	\$63,200							Next Cycle
59	Forest Pk Bl	\$208,560							Next Cycle
60	N Rose Av - Collins St to Fifth St	\$807,113							Next Cycle
61	Hobson Park East Neighborhood	\$826,922							Next Cycle
62	College Estates Neighborhood	\$539,005							Next Cycle
63	PV Estates Neighborhood	\$669,846							Next Cycle
64	Orchard Park Neighborhood	\$487,881							Next Cycle
65	CI Neighborhood	\$593,778							Next Cycle
66	South Bank Neighborhood	\$849,274							Next Cycle
67	Sierra Linda Neighborhood	\$655,986							Next Cycle
68	Winsor North River Ridge Neighborhood	\$850,384							Next Cycle
69	Teal Club Neighborhood	\$0							Next Cycle
70	Mar Vista Neighborhood	\$0							Next Cycle
		\$54,180,728	\$0	\$8,282,083	\$8,076,224	\$8,478,120	\$7,975,430		

Fiscal Year				
17-18	18-19	19-20	20-21	21-22
\$24,806,135	\$12,232,083	\$18,476,224	\$8,478,120	\$7,975,430
Total				

Residential Neighborhood Street Resurfacing Projects

No.	Residential Neighborhood Street Projects	CIP Cost	TMO Cost	Fiscal Year	Paving Estimate					Cast Iron Water Pipe Replacement Estimate	Note
					Measure O Sales Tax	Gen Fund	Measure O Bond	Infrastructure Use Fee*	Gas Tax (\$B-1)	Federal & State	Total Street Cost
1	La Colonia Phase 1	\$1,300,000		17/18				\$1,250,000		\$50,000	\$1,300,000
2	Rio Lindo Neighborhood	\$2,900,000		17/18			\$2,900,000				\$2,900,000
3	Windsor North River Ridge Neighborhood	\$2,035,000		17/18			\$2,035,000				\$2,035,000
4	Colonia RD _ (Streets and ADA Impro.)	\$1,100,000		17/18			\$1,100,000				\$1,100,000
5	La Colonia Phase 2_ (Streets only)	\$5,300,000	\$1,300,000	17/18				\$1,300,000			\$1,300,000
6	Fremont North Neighborhood	\$1,700,000	\$980,000	17/18			\$1,700,000				\$1,700,000
7	Redwood Neighborhood	\$1,700,000	\$950,000	17/18			\$1,700,000				\$1,700,000
8	Bryce Canyon South Neighborhood	\$1,300,000	\$850,000	17/18			\$1,300,000				\$1,300,000
9	Cooper Rd _ (Streets and ADA Impro.)	\$1,400,000		18/19					\$1,400,000		\$1,400,000
10	Residential Resurfacing - Remaining Streets	\$2,500,000	\$1,600,000	18/19				\$1,600,000			\$1,600,000
		\$21,235,000	\$5,680,000		\$0	\$0	\$10,735,000	\$4,150,000	\$1,400,000	\$50,000	\$16,335,000
											\$13,100,000

No. 1 _ HAYES AVE, GARFIELD AVE, ROOSEVELT AVE, MCKINLEY AVE, BONITA AVE, ANIITA AVE AND JUNITA AVE; BETWEEN CAMINO DEL SOL AND COLONIA RD

No. 2_ BAHIA DRIVE, CALIENTE WAY, CORTO PLACE, BOLSA WAY, DEL AMO WAY, ALISO PLACE, ENTRADA DRIVE, ROBLE LANE, INDIANA DRIVE, JUNTO LANE, LAGO LANE, BANCAL WAY, MIRASOL LANE, NARANJA LANE, AURORA DRIVE, FIRENZE STREET, DOMAR PLACE, GRANDE STREET, HERMOSA WAY, DULCE DRIVE, ALMENDRA PLACE, LEON DRIVE, SABRINA STREET, SNOW AVENUE, MONO AVENUE, MONO STREET, ISABELLA STREET, ALMANOR STREET, EMERALD STREET, ISABELLA STREET, ECHO STREET, JARDIN DRIVE, LAVANDA DRIVE, MIRAMONTE DRIVE, RIO LINDO STREET, ST. MARY'S DRIVE, PRINCETON AVENUE, VALE COURT, PURDUE STREET, OCCIDENTAL DRIVE, VILLANOVA AVENUE, VANDERBILT DRIVE, HARVARD STREET, LAFAYETTE DRIVE, CRAIG DRIVE, STANFORD STREET AND STANFORD DRIVE.

No. 3- ARIENE AV,AUGUSTA CT,AZALEA ST,BELLERIVE CT,BERMUDA DUNES DR,BEVRA AV,BROADMOOR CT,BROOK HOLLOW CT,CARMEY WY,CASCADES CT, CEDAR RIDGE CT,COLD STREAM CT,DESERT FOREST CT,DORAL CT,EASTRIDGE CT,FIRESTONE CT,FOX DEN CT,GALLATIN PL NB,GLADE SPRINGS CT,GLEN EAGLES CT,HIDDEN VALLEY CT,HOLLY AV,INDIAN WELLS CT,INVERNESS CT,KAPALUA DR,KEMPER LAKES CT,LA QUINTA LN,LAUREL VALLEY PL,MUIRFIELD DR,NASSAU DR,NORMA CT,NORMA ST,OAKHILL CR,OLGA ST,PAMELA ST,PATRICIA ST,PEBBLE BEACH TR,PLAINFIELD PL,PRINCEVILLE LN,RHONDA AV,RIVER RIDGE RD,SOUTHERN HILLS DR,SPYGLASS TRAIL EAST,SPYGLASS TRAIL WEST,ST ANDREWS CT,TIMBERLANE CT,WESTCHESTER CT AND WINGED FOOT CT

No. 5 _ HARRISON AVE, 1ST ST, 2ND ST, HAYES AVE, GRANT AVE, GARFIELD AVE, ROOSEVELT AVE, MCKINLEY AVE, BONITA AVE, HARDING AVE, WILSON AVE, LUPITA ST, ANITA AVE, MARQUITA ST, NAVARRO ST, CAMPTON DR, MORRIS ST, CRAWFORD ST, SARITA DR AND JUANITA AVE

No. 6 _DEVONSHIRE DR, DOUGLAS AV,EDGEWOOD WY,FREMONT WY,GLENWOOD DR,H ST,HUNTSWOOD WY,IRONBARK CT,IVYWOOD DR,JANETWOOD DR,JUNEWOOD CT,JUNEWOOD WY,KINGSWOOD WY,LAKEHURST ST,LANTANA ST,LODGEWOOD WY,M ST,ROBERT AV,RODERICK AV, VENTURA SERVICE RD, REDWOOD ST, G ST, E ST, HOMER ST AND A CT

No. 7 _BRYCE CANYON AV,J ST JACKSON ST,K ST,KERN ST,L ST,LASSEN ST,M ST,MONTEREY ST,N ST,NAPA ST,OLIVE ST,POLOMAR WY,POPLAR ST,PORTOLA WY,REDWOOD ST,SPRUCE ST AND TEAKWOOD ST.

No. 8 _A ST,B ST,C ST, CASCADE AV,DEL MAR PLENCINO PL,F ST, FRANCISCO PL,G ST,GLACIER AV,GRANT WY,SHASTA AV,YUCCA ST AND ZION AV

No. 10 _WILSON NEIGH: 1ST ST,4TH ST, KAMALA NEIGH: BIRCH ST, GUAVAC CT, ELM CT, CEDAR CT, F ST, E ST, B ST, CEDAR ST, VALLEY PARK DR, JUNIPER ST AND GUAVA ST, HOBSON PARK EAST NEIGH: A ST, 7 THST, HOLLYWOOD BY THE SEA NEIGH: PENINSULA RD, CURLEW WAY, CABEZONE CIR AND BARRACUDA WAY, EL RIO NEIGH: COLLINS ST, FINANCIAL SQ, COLLEGE PARK NEIGH,BUTLER RD

ALL ABOVE RESIDENTIAL NEIGHBORHOOD STREET PROJECTS ARE BELOW 50 PCI

Arterial Street Resurfacing Projects

No.	Arterial Street Projects	CIP Cost	TMO Cost	Fiscal Year	Paving Estimate				Federal & State		Note
					Measure O Sales Tax	Gen Fund	Measure O Bond	Infrastructure Use Fee	Gas Tax (\$B-1)	Total Street Cost	
1	Camino del Sol Resurfacing - Juanita Av to Del Norte	\$2,600,000		17/18						\$2,600,000	AC Overlay and Slurry seal - Con. ongoing
2	Patterson and Vineyard - Gonzales to Oxnard Blvd	\$2,400,000		17/18						\$2,400,000	AC Overlay and Slurry seal
3	Auto Center Neighborhood	\$1,800,000		17/18				\$700,000	\$1,100,000	\$1,800,000	AC Overlay and Slurry seal
4	Channel Islands Blvd Resurfacing- Harbor Bl to E City Limit	\$3,700,000		17/18				\$3,700,000		\$3,700,000	AC Overlay and Slurry seal
5	Vineyard ave Ph 2 - Oxnard Blvd to 101 & Esplanade Dr	\$1,500,000	\$725,000	17/18				\$725,000		\$725,000	TMO
6	Rice Ave - Gonzales Rd to Fifth St	\$5,000,000		18/19	\$2,500,000	\$400,000			\$2,100,000	\$5,000,000	AC Overlay
7	Victoria Ave - Cl Blvd to N City limit	\$5,200,000	\$1,400,000	17/18				\$1,400,000		\$1,400,000	TMO
8	Third Street - Hayes to Rose Ave	\$1,300,000	\$371,000	17/18				\$371,000		\$371,000	TMO
9	Commercial resurfacing various locations	\$4,500,000	\$950,000	17/18				\$950,000		\$950,000	TMO
10	N C St - Citrus Grove Ln to Fifth St	\$2,900,000	\$450,000	17/18				\$450,000		\$450,000	TMO
11	H St - Doris to Gonzales	\$1,100,000	\$350,000	17/18				\$350,000		\$350,000	TMO
12	West 5th - Harbor to Ventura	\$1,900,000	\$710,000	17/18				\$710,000		\$710,000	TMO
13	Sturgis Ave - Lombard St to Del Norte Bl	\$2,100,000	\$567,000	17/18				\$570,000		\$570,000	TMO
14	Eastman Ave - Rose Ave to Rice Ave	\$1,400,000	\$360,000	17/18				\$360,000		\$360,000	TMO
15	Lumbard St - Eastman Ave to Camino Del Sol	\$1,000,000	\$241,000	17/18				\$241,000		\$241,000	TMO
16	Teal Club Rd - Victoria Ave to Harbor Bl	\$900,000	\$245,000	17/18				\$245,000		\$245,000	TMO
17	Emerson Ave - Ives Ave to E City Limit	\$1,400,000	\$175,000	17/18				\$175,000		\$175,000	TMO
18	East 5th St - Oxnard Blvd to Rose Ave	\$1,500,000	\$351,000	17/18				\$351,000		\$351,000	TMO
19	Bard Rd - W City limit to PV Rd	\$1,100,000	\$275,000	17/18				\$275,000		\$275,000	TMO
20	Harbor Bl - 5th St to N City Limit	\$3,700,000	\$150,000	17/18				\$150,000		\$150,000	TMO
		\$47,000,000	\$7,320,000		\$2,500,000	\$400,000	\$0	\$11,723,000	\$3,200,000	\$5,000,000	\$22,823,000

No. 3 - AUTO CENTER DR, VENTURA BL, PASEO MERCADO, LOS OLIVOS, VIA ESTRADA, ROSE AVE AND E COLLINS ST

TMO - THIN MAINTENANCE OVERLAY - 1" ASPHALT CONCRETE OVERLAY

AC OVERLAY - 1 3/4" TO 2" ASPHALT CONCRETE OVERLAY

ALL ABOVE ARTERIAL STREET PROJECTS ARE BELOW 50 PCI

Unmet Need - Preventative Maintenance Projects

No.	Neighborhood	PM Cost	Fiscal Year	Measure O Sales Tax	Gen Fund	Measure O Bond	Infrastructure Use Fee	Gas Tax (\$B-1)	Federal & State	Total Street Cost	Note
1	S CST - Fifth St to Cl Blvd	\$1,440,000	18/19				\$1,400,000			\$1,400,000	Overdue since 2006
2	Rose Ave - Fifth St to Pleasant Valley	\$931,338	18/19				\$950,000			\$950,000	Overdue since 2007
3	Five Points NEast Neighborhood	\$936,320	18/19		\$936,320					\$936,320	Overdue since 2003
4	Commercial Central Neighborhood	\$436,590	19/20					\$436,590		\$436,590	Overdue since 2007
5	Hobson Park East Neighborhood	\$1,168,860	19/20					\$1,168,860		\$1,168,860	Overdue since 2009
6	Wilson Neighborhood	\$1,554,506	19/20					\$1,554,506		\$1,554,506	Overdue since 2009
7	Hill St and Kamala Park Neighborhood	\$1,835,807	19/20				\$1,835,807			\$1,835,807	Overdue since 2009
8	Golf Course & Victoria Estates (City area) Neighborhood	\$180,573	19/20					\$180,573		\$180,573	Overdue since 2009
9	Commercial Northeast Neighborhood	\$1,568,390	19/20				\$1,568,390			\$1,568,390	Overdue since 2011
10	College Park Neighborhood	\$132,335	19/20					\$107,261		\$107,261	Overdue since 2011
11	Patterson Rd - Hemlock St to Gonzales Rd	\$604,560	19/20				\$605,000			\$605,000	Overdue since 2009
12	W Gonzales - Oxnard Bl to Victoria Ave	\$945,520	19/20	\$850,000	\$96,000					\$946,000	Overdue since 2012
13	E Gonzales - Oxnard to Rice	\$1,089,050	19/20		\$1,089,000					\$1,090,000	Overdue since 2016
14	J St - Ninth St to Hueneme Rd	\$761,560	19/20		\$868,000					\$868,000	Overdue since 2008
15	Ventura Rd - Cl Bl to Forrest Park Bl	\$1,649,614	19/20	\$1,650,000	\$246,000					\$1,896,000	Overdue since 2015
16	N Oxnard Bl - 101 to Fifth St	\$1,161,458	20/21				\$1,161,000			\$1,161,000	Overdue since 2006
17	Doris Ave - Patterson Rd to A St	\$487,600	20/21				\$500,000			\$500,000	Overdue since 2012
18	S Oxnard Bl - Fifth St to PV Rd	\$1,659,000	20/21				\$1,700,000			\$1,700,000	Overdue since 2000
19	Rose Park Neighborhood	\$667,590	20/21				\$667,590			\$667,590	Overdue since 2011
20	Pleasant Valley Village Neighborhood	\$556,710	20/21					\$556,710		\$556,710	Overdue since 2012
21	Hollywood By the Sea Neighborhood	\$680,680	20/21					\$680,680		\$680,680	Overdue since 2012
22	Lennon Wood Eastmont Neighborhood	\$1,340,570	20/21					\$1,340,570		\$1,340,570	Overdue since 2014
23	Fremont South Neighborhood	\$633,650	20/21				\$633,650			\$633,650	Overdue since 2016
24	Diamond Bar Neighborhood	\$400,400	20/21				\$400,400			\$400,400	Overdue since 2016
25	Sea View Estates Neighborhood	\$867,680	20/21							\$867,680	Overdue since 2017
26	Via Marina Neighborhood	\$1,130,840	20/21							\$1,130,840	Overdue since 2018
27	Pleasant Valley Rd - J St to Bridge	\$948,000	20/21		\$955,000					\$955,000	Overdue since 2009
28	Hemlock - Victoria Ave to Ventura Rd	\$357,080	20/21	\$360,000						\$360,000	Overdue since 2000
29	Saviors Rd - Wooley Rd to Hueneme Rd	\$928,444	20/21		\$1,100,000					\$1,100,000	Overdue since 2015
30	Town Center Dr	\$74,260	20/21	\$75,000						\$75,000	Overdue since 2005
31	Ormond Beach Neighborhood	\$573,650	21/22				\$573,650			\$573,650	Overdue since 2016
32	Cabrillo Neighborhood	\$1,747,900	21/22				\$1,747,900			\$1,747,900	Overdue since 2017
33	Carralge Square Neighborhood	\$1,596,160	21/22				\$1,596,160			\$1,596,160	Overdue since 2017
34	Marina West Neighborhood	\$1,567,720	21/22					\$1,567,720		\$1,567,720	Overdue since 2017
35	Terrace Estates Neighborhood	\$629,860	21/22					\$629,860		\$629,860	Overdue since 2017
36	Sea Air Neighborhood	\$849,710	21/22					\$849,710		\$849,710	Overdue since 2018
37	Southwinds Neighborhood	\$684,530	21/22					\$684,530		\$684,530	Overdue since 2018
38	Bartolo Square North Neighborhood	\$589,404	21/22							\$589,404	Overdue since 2019
39	Bartolo Square South Neighborhood	\$794,509	21/22							\$794,509	Overdue since 2019
40	Blackstock North Neighborhood	\$727,735	21/22							\$727,735	Overdue since 2019
41	Cal-Gisler Neighborhood Ph 2 - Slurry	\$1,310,690	21/22	388352	\$1,000,000					\$1,388,352	Overdue since 2020
43	Wooley Rd - Mandalay Beach Rd to Rose Av	\$1,305,641	21/22		\$1,300,000					\$1,300,000	Overdue since 2019
				\$7,433,520	\$7,591,320	\$0	\$14,305,497	\$10,791,620	\$0	\$40,121,957	

Fiscal Year	Measure O Sales Tax	Gen Fund	Measure O Bond	Infrastructure Use Fee	Gas Tax (\$B-1)	Federal & State	TOTAL
17-18	\$0	\$0	\$10,735,000	\$14,273,000	\$1,100,000	\$5,050,000	\$31,158,000
18-19	\$2,500,000	\$1,336,320	\$0	\$3,950,000	\$3,500,000	\$0	\$11,286,320
19-20	\$2,500,000	\$2,300,000	\$0	\$4,009,197	\$3,447,790	\$0	\$12,256,987
20-21	\$2,433,520	\$2,055,000	\$0	\$4,028,590	\$3,612,010	\$0	\$12,129,120
21-22	\$2,500,000	\$2,300,000	\$0	\$3,917,710	\$3,731,820	\$0	\$12,449,530
				\$9,933,520	\$7,991,320	\$5,050,000	
				\$10,735,000	\$15,391,620		