

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
February 24, 2015
4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 5 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. **SUBJECT:** Resolution Commending Joanna Gentry for 28 Years of Outstanding Service to the City of Oxnard. (001)

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

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

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

M. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS – Items carried over from February 10, 2015 meeting.

1. SUBJECT: Appointments to the Cultural Arts Commission. (003)
RECOMMENDATION: That the Mayor, with approval of the City Council, appoint nine (9) members to the newly created Cultural Arts Commission.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803
2. SUBJECT: Measure O Citizen Oversight Committee Appointments. (009)
RECOMMENDATION: Appoint nine (9) members of the Measure O Citizen Oversight Committee (COC).
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

J. APPOINTMENT ITEM – 6:30 P.M.

Recreation and Community Services Department

1. SUBJECT: Senior Services Commission Annual Report to City Council. (013)
RECOMMENDATION: Receive the annual Senior Services Commission verbal report.
Legislative Body: CC Contact: Gregory Barnes Phone: 385-8019

K. REPORTS

City Manager Department

1. SUBJECT: Presentation on the City of Oxnard Community and Budget Priorities. (025)
RECOMMENDATION: Receive a report on and provide comments on the community and budget priorities.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430
2. SUBJECT: (I) Initial Memorandum of Understanding between the City and the Oxnard Mid-Management Association and (II) Amendment to Salary Resolution for Unrepresented Employees. (031)
RECOMMENDATION: 1) Adopt a resolution approving the initial Memorandum of Understanding (A-7754) between the City and the Oxnard Mid-Management Association (“OMMA”); 2) Amend Resolution No. 14,717; and 3) Authorize the Interim Director of Human Resources, the Interim Chief Financial Officer, and City Manager to take the necessary administrative action to implement these resolutions.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Community Development Department

3. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period July 1, 2015 – December 31, 2015. (017)
RECOMMENDATION: Adopt a Resolution approving the Eighth Recognized Obligation Payment Schedule (ROPS) 15-16A covering the period of July 1, 2015 – December 31, 2015.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407
4. SUBJECT: Reimbursement Agreement. (139)
RECOMMENDATION: 1) That the City Council approve the City's entry into a Reimbursement Agreement with the Oxnard Community Development Commission Successor Agency; and 2) That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency's entry into a Reimbursement Agreement with the City of Oxnard.
Legislative Body: CC/SA Contact: Kymberly Horner Phone: 385-7407
5. SUBJECT: Verbal Update on the Economic Development Corporation of Oxnard (EDCO) Mid-Year Work Plan Progress Report.
RECOMMENDATION: Receive report.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

General Services Department

6. SUBJECT: Verbal Update on Citywide Tree Trimming.
RECOMMENDATION: Receive report.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

L. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

3. SUBJECT: Discussion and Determination Whether to Include at Future City Council Meetings for Consideration, with the Accompanying Appropriate Research and Agenda Report, Items Raised at Previous Council Meetings.
RECOMMENDATION: Consider and determine by majority vote whether to include the following items on future City Council meeting agendas: 1) St. Francis Dam Failure Presentation; 2) Green Building Code Presentation; 3) Regulation of Dogs on Public Beaches; and 4) Establishment of an Athletics Commission.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7483

N. PUBLIC COMMENTS ON REPORTS

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

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (147)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Fire Department

2. SUBJECT: California Fire Assistance Agreement Terms and Conditions. (151)
RECOMMENDATION: Adopt a resolution identifying the terms and conditions for Fire Department response to incidents that are under the California Fire Assistance Agreement (CFAA).
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

Police Department

3. SUBJECT: State of California Grant for Selective Traffic Enforcement. (155)
RECOMMENDATION: Adopt a resolution: 1) Authorizing the City Manager to execute and submit an application for \$307,544.80 in grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2015/16 Selective Traffic Enforcement Program; 2) Authorizing the City Manager or designee to execute grant agreements; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds upon award; and 4) Authorizing the Chief of Police or designee to submit non-financial reports.
Legislative Body: CC Contact: Brian Woolley Phone: 385- 7847

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

- SA On the advice of the Interim General Counsel, based on existing facts and circumstances, the Successor Agency shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

The Executive Director and Interim General Counsel requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation.

T. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING JOANNA GENTRY FOR TWENTY-EIGHT YEARS OF
OUTSTANDING SERVICE TO THE CITY OF OXNARD

WHEREAS, Joanna Gentry has faithfully served the residents and businesses of the Oxnard community for twenty-eight years as a City of Oxnard employee; and

WHEREAS, Joanna Gentry has distinguished herself as a valued contributor who consistently brought a high level of dedication and commitment to her duties on behalf of Oxnard;

WHEREAS, Joanna Gentry represents the embodiment of those who quietly get work done that is excellent in terms of quality and quantity;

WHEREAS, Joanna Gentry has introduced many engineering process improvements for Development Services and Public Works;

WHEREAS, Joanna Gentry was an early user of computer databases, document imaging, and computer-aided drafting;

WHEREAS, Joanna Gentry is believed to be the first female surveying staff member for our City;

WHEREAS, Joanna Gentry has introduced important new quality assurance techniques that apply Geographic Information Systems (GIS) techniques to improve Enterprise Resource Planning (ERP) data vital for land management and engineering purposes;

WHEREAS, Joanna Gentry has consistently provided excellent customer service, incredible community pride, genuine caring, and amazing initiative;

WHEREAS, Joanna Gentry has demonstrated that paying consistent attention to details and careful measurements matter and that by doing so strong foundations can be built and great efforts achieved.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Joanna Gentry for twenty-eight years of dedicated public service and for her early work in data automation, recent work with GIS data quality assurance, and significant role in breaking gender barriers at the City of Oxnard all of which has resulted in the betterment of our community for present and future generations.

PASSED AND ADOPTED THIS _____ day of _____, 2015, by the following vote:

AYES:

NOES:

ABSENT:

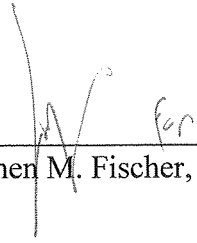
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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

Prepared By: Daniel Martinez, City Clerk

Agenda Item No. M-1

Reviewed By: City Manager

City Attorney

Finance

Other N/A

DATE: January 27, 2015**TO:** City Council**FROM:** Daniel Martinez, City Clerk**SUBJECT:** Appointment to the Cultural Arts Commission**RECOMMENDATION**

That the Mayor, with approval of the City Council, appoint nine members to the newly created Cultural Arts Commission.

DISCUSSION

The Cultural Arts Commission was established on October 28, 2014, by Ordinance 2886. This commission has several powers and duties to enhance cultural arts in the community. Therefore, staff recommends that the Mayor, with approval of the City Council, appoint nine members to the Cultural Arts Commission.

FINANCIAL IMPACT

None.

Attachment 1 – Vacancy Lists

2 – Ord. No. 2886

VACANCY LIST
CULTURAL ARTS COMMISSION
9 Members with 2-year terms
Need to fill 9 Positions to Expire 12/31/16

<u>INCUMBENT NAME</u>	<u>TERM NUMBER</u>	<u>EXPIRATION DATE</u>
1.		12/31/16
2.		12/31/16
3.		12/31/16
4.		12/31/16
5.		12/31/16
6.		12/31/16
7.		12/31/16
8.		12/31/16
9.		12/31/16

APPLICANTS

1. Akin, Debra (2)
2. Cortese, Margaret
3. De Vries, Dr. Deborah
4. Gomez, Javier
5. Gonzales, Jesus
6. Hirata, Oneita
7. Kelly, Autumn
8. Morla, Christine
9. Perez, Cesar
10. Placencia, Peter R.
11. Ramirez, Jose Manuel
12. Smith, Susan
13. Woodland, Mary Ann

Note: Members appointed by the Mayor, with approval of the City Council per O-2886. Adopted on 11/18/14.

* Incumbent; (1) represents first choice; (2) second choice; (3) third choice

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2886

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

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

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

“SEC. 2-30 APPLICATION.

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

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

“DIVISION 11. CULTURAL ARTS COMMISSION

SEC. 2-130. ESTABLISHED; QUALIFICATIONS.

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

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

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

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

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

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

SEC. 2-132. SECRETARY.

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

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

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

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

SEC. 2-134. POWERS AND DUTIES.

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

- (A) Advise the city council on all matters pertaining to the cultural arts in the community;
- (B) Recommend to the city council the adoption, amendment or repeal of ordinances regarding public art, and /or art related projects and proposals;
- (C) Assist the cultural arts community in raising funds through grants or other sources for the development, growth, incorporation, and expansion of the arts;
- (D) Provide a local, state and national network of support and supporters of the local arts;
- (E) Build a growth continuum of education, training and arts to develop an incubator for home grown evaluators and evaluation training tools so that congruity among mission, vision and requirements of requests for proposals matches skills assessed by evaluators in the review process;
- (F) Develop public arts projects that include developing written materials for soliciting participation, appointing and training selection panels, and reviewing and recommending funding to ensure integrity of such processes;
- (G) Receive recommendations from ad-hoc local panels to review art actions in conjunction with the commission;
- (H) Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals
- (I) Participate in the development of the strategic annual public art plan and longer-ranged strategic public art plans;
- (J) Cooperate with other commissions and civic organizations in order to promote, market, and publicize the arts in order to increase and foster public interest in the arts; and
- (K) Perform other art, cultural and arts education duties as may from time to time be prescribed by the city council."

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the city. Ordinance No. 2886 was first read on October 28, 2014 and finally adopted on November 18, 2014 to become effective thirty days thereafter.

AYES: Councilmembers Flynn, Ramirez, MacDonald, Padilla and Perello.

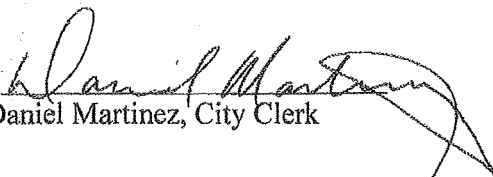
NOES: None.

ABSENT: None.



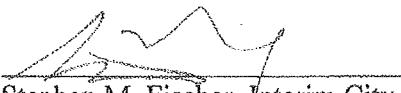
Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 02/24/15

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

Prepared By: Martin R. Erickson Agenda Item No. M-2Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other (Specify) _____

DATE: January 30, 2015

TO: City Council

FROM: Martin R. Erickson, Deputy City Manager
Office of the City Manager [Signature]

SUBJECT: Measure O Citizen Oversight Committee Appointments

RECOMMENDATION

That City Council appoint nine members of the Measure O Citizen Oversight Committee (COC).

DISCUSSION

On November 4, 2008 Measure O was approved by Oxnard voters by 65.10% (although it only required a 50% plus one as a general purpose sales tax). The basis for the COC is contained in the Measure O enabling ordinance and "citizen oversight" was also listed as a provision in the ballot language, listed below:

"City of Oxnard Vital Services Measure: To protect, maintain, and enhance vital services including police, fire, emergency response, increasing street paving/pothole repair to improve traffic flow, expanding youth recreation, after school and anti-gang prevention programs, acquiring property for parks/open space preservation, upgrading stormwater drains, improving senior services, increasing code compliance, and other general services -- shall the sales tax be increased by one half percent for twenty years only, with citizen oversight and independent financial audits?"

The nine-member COC was created by resolution of the City Council on March 3, 2010 and its composition is as follows:

- One (1) member representing and/or active in a business organization representing the business community located in the City of Oxnard.
- One (1) member representing and/or active in a senior citizen organization providing senior services in the City of Oxnard.
- One (1) member representing and/or active in a Neighborhood Council, or Neighborhood Association located in the City of Oxnard.
- One (1) member representing and/or active in a City youth organization providing services to youth between the ages of 5 and 18 years of age in the City of Oxnard.
- Five (5) at-large members of the public, one appointed by each member of the City Council.

- Five (5) at-large members of the public, one appointed by each member of the City Council.

The current committee consists of the following individuals:

1. Nancy Lindholm (business community member) REAPPLYING
2. Don Thibeault (senior organization member) REAPPLYING
3. Steve Cripps (Neighborhood Council member) NOT REAPPLYING
4. Chuck Hookstra (Youth organization member) NOT REAPPLYING
5. Joseph William Milligan (at-large member) NOT REAPPLYING
6. Deirdre Frank (at-large member) REAPPLYING
7. Joseph M. Munoz (at-large member) REAPPLYING
8. Kay Larae Brainard (at-large member) REAPPLYING
9. David Garcia (at-large member) REAPPLYING

The COC has reviewed Measure O expenditures approved by the City Council. Additionally, the COC has received presentations from the Oxnard Police Department, Oxnard Fire Department and Public Works Department on various Measure O funded projects, from enhanced public safety services to street repairs. The COC also played a role in providing input and review for the Measure O Community Reports, which are mailed to Oxnard residents in the utility bill and details Measure O expenditures. The COC also reviewed and approved the independent audit of Measure O funding.

While the scope of the COC is clearly defined to review Measure O expenditures, and not set policy or determine how funds are expended, the COC committee members have expressed a desire to explore how their oversight role might be expanded, perhaps by the creation of sub-committees, to examine specific issues that have arisen concerning the Measure O expenditures. Moreover, over the past few years the COC expressed their concerns to Council, through letters and testimony at Council meetings. Staff will work with the COC to place this issue on the agenda for the next meeting, which will be scheduled for March/April, 2015.

FINANCIAL IMPACT

There is no financial impact at this time.

Attachment #1 COC committee applicants by category (including incumbents and new applicants).

MEASURE O CITIZEN OVERSIGHT COMMITTEE

INCUMBENT SERVING CURRENT TERMS

EXPIRATION DATE

1. Deirdre Frank	12-31-14
2. Steve Cripps	12-31-14
3. Joseph William Milligan	12-31-14
4. Charles Hookstra	12-31-14
5. Nancy Lindholm	12-31-14
6. Joseph M. Munoz	12-31-14
7. David Garcia	12-31-14
8. Dr. Donald W. Thibeault	12-31-14
9. Kay Larae Brainard	12-31-14

APPLICATIONS:

Business Organization (1)

Nancy Lindholm *

Neighborhood Council/Association (1)

Len Shulman

Senior Citizen Organization (1)

Dr. Donald W. Thibeault *

Youth Organization (1)

Juan Reynoso

Member at-large - Each Councilmember makes one appointment

Brainard, Kay*

Durias, Ruby

Frank, Deirdre*

Garcia, David H.*

Munoz, Joseph M.*

Note:

*Incumbent re-applying

ATTACHMENT 1
PAGE 1 OF 1

ACTION

- ☐ Approved Recommendation
☐ Ord. No(s).
☐ Res. No(s).
☐ Other

TYPE OF ITEM

- ☐ Info/Consent
☐ Report
☐ Public Hearing (Info/consent)
☒ Other Appointment Item

Prepared By: Gregory Barnes

Agenda Item No.

J-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: February 2, 2015

TO: City Council

 FROM: Terrel Harrison, Interim Superintendent
 Recreation & Community Services

SUBJECT: Senior Services Commission Annual Report to City Council

RECOMMENDATION

That City Council receive the annual Senior Services Commission verbal report.

DISCUSSION

The Senior Services Commission has bylaws that were adopted on March 6, 2001. Pursuant to Article II of the bylaws the Senior Services Commission is required to prepare and submit an annual report to City Council.

Bylaws: Article II: Powers and Duties

The powers and duties of the Commission shall be as follows:

E. Prepare and submit an annual report of activities to the City Council and make such other reports and recommendations to the City Council from time to time as the commission may determine necessary to improve the quality of life of senior citizens.

FINANCIAL IMPACT

There is no financial impact.

Attachment #1 - Annual Report Powerpoint

SENIOR SERVICES COMMISSION ANNUAL REPORT TO CITY COUNCIL

February 24, 2015



SENIOR SERVICES COMMISSION

Senior Services Commissioners



Alice Sweetland, Chairperson • Kay Brainard, Vice Chairperson • Alice Madrid, Commissioner • Dr. Don Thibeault, Commissioner • Clark Owens, Commissioner • Lourdes Villareal Yu, Commissioner • Kathie Lanker, Commissioner • Ron Fischer, Commissioner • Jean Joneson, Commissioner (not pictured)

2

SENIOR SERVICES COMMISSION

- The Senior Services Commission meets every 2nd Tuesday of the month at 9:00 a.m.
- Schedule can be found at oxnardrec.org/seniors
- The Senior Services Commission is appointed by the mayor and city council.
- The Senior Services Commission is a commission that serves as an advocate for seniors in our community.
 - According to Census data, in 2010 over 33,338 (16.8%) residents in Oxnard were 55 years of age and older.
 - Based on the population of residents in Oxnard between the ages of 40-55 in 2010 that number could grow to over 60,000 within the next 10 years.

3

SENIOR SERVICES COMMISSION

Senior Centers



Wilson Senior Center

350 N. C St. • (805) 385-8019
Center Director: Fernando Garcia



South Oxnard Senior Center

200 E. Bard Rd. • (805) 385-8042
Center Director: Desiré Ventura



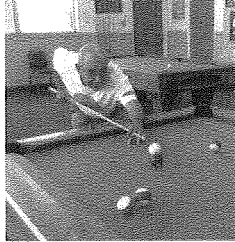
Palm Vista Senior Center

801 S. C St. • (805) 385-8163
Center Director: Sisy Mohorko

4

Special Events

May Older Americans Month – Senior Legends Games



8-Ball
Tournament



Walking Group



Wii Bowling Tournament



Lawn Bowls

5

Special Events



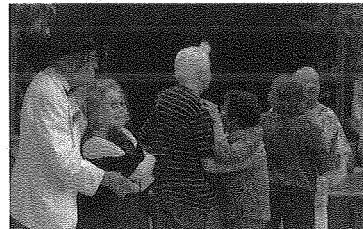
Mother's Day Lunch



Fiesta



4th of July Picnic in the Wilson Rose Garden



End of Summer Dance

6

Special Events



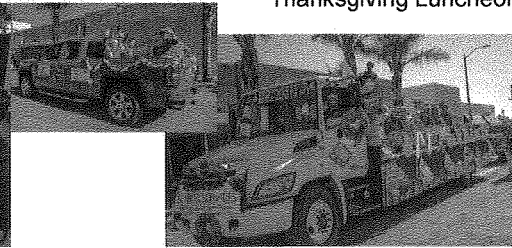
End of Summer BBQ



Thanksgiving Luncheon



Holiday Party



Christmas Parade

7

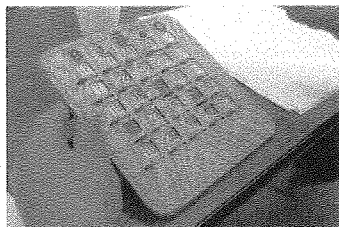
Ongoing Programming



Vegetable Garden



Lotería



BINGO



Guest Speakers

8

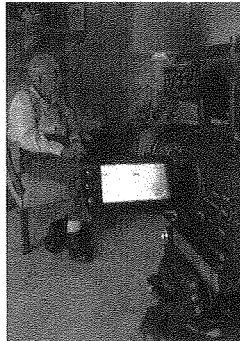
Ongoing Programming



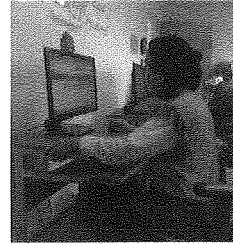
Zumba



Rose Garden



"My Story" Project



Computer Lab



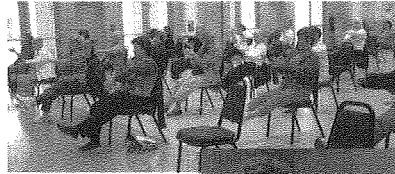
Jewelry Group

9

Ongoing Programming



Pinochle



Exercise Class



Line Dancing Group



AARP Tax Aid for Seniors

- Over 90 programs per month

10

Excursions



342 Seniors participated in excursions in 2014.

Past Excursions

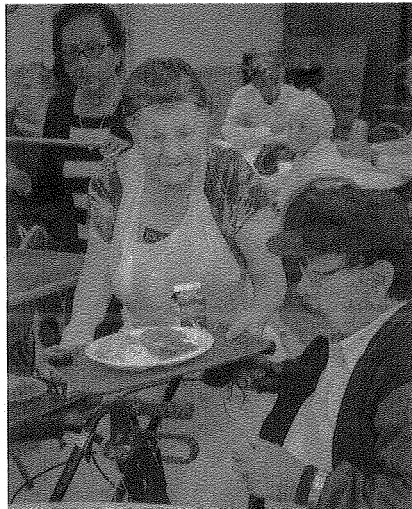
- Huntington Library – June 6
- Pirates Dinner Adv. – July 13
- Las Vegas Golden Nugget – Sept. 16-18
- Harrah's Casino – Oct. 14
- Candlelight Pavilion – Nov. 15
- Holly Trolley & Dinner – Dec. 16

Upcoming Excursions

- Chumash Casino – Jan. 13
- Ronald Reagan Library – Feb. 26
- Laughlin Casino – March 10-12
- Houweling's Tomato Farm – March 17
- Getty Villa – April 9

11

Senior Nutrition Program

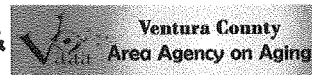


- Serving meals to seniors at the Wilson Senior Center and the Palm Vista Senior Center
- Lunch is served Mon.-Fri.
- 1,800 congregate meals
1,750 homebound meals
Total: 3,580 meals served (per month)

Funded by:



&



12

RSVP – Retired Senior Volunteer Program



Volunteer Appreciation Luncheon



Vet Career Closet



Senior Share

RSVP – (Reported as of December 2014)

- 575 Volunteers
- 92 New Volunteers
- 78,903 Hours Served

13

RSVP – Bone Builders



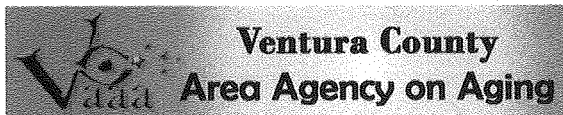
RSVP – (Reported as of December 2014)

- 108 Volunteers
- 32 Classes
- Over 900 seniors served
- 9,910 Hours Served



14

Partnerships



Senior Services Grant Recipients FY 2014-15

- Camarillo Hospice
- CAREGIVERS
- OASIS (Catholic Charities)
- FOOD Share
- Grey Law
- Livingston Visiting Nurses Assoc.
- Ombudsman Long-Term Care Services
- Shop Ahoy
- St. John's Hospital Dignity Health
- VC Area Agency on Aging

Senior Services Ceremonial Events



Recognizing South Oxnard
Exercise Group Instructors



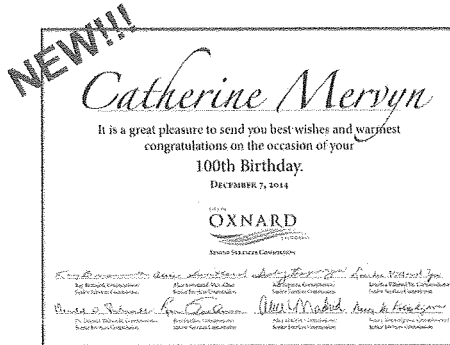
Recognizing The Palms
at Bonaventure



Recognizing Janna Figueroa
Jewelry Instructor

17

Senior Services Ceremonial Events



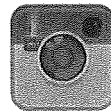
Recognizing Catherine Mervyn on
her 100th Birthday.



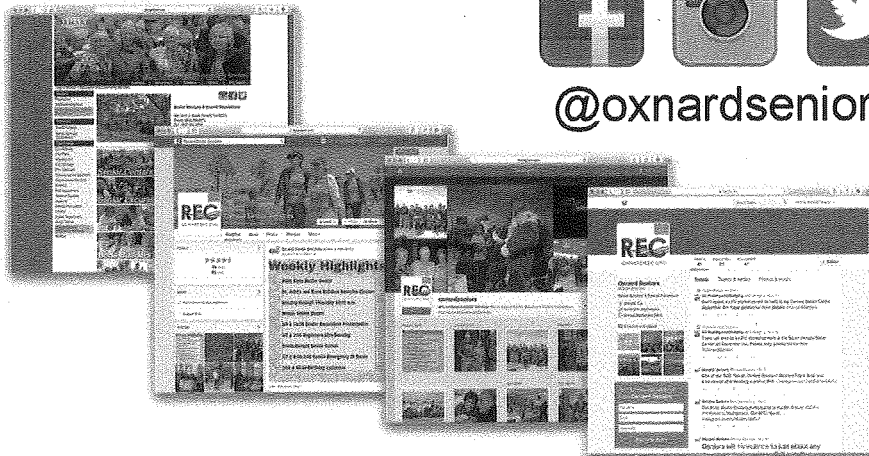
18

Senior Services Social Media

Website – oxnardrec.org/seniors



@oxnardseniors



19

Press Coverage

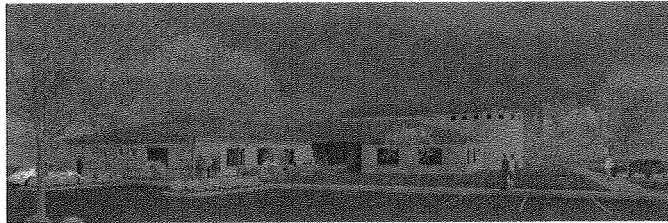
VCStar Paper



20

Goals

- Relocating Wilson Park Rest Room
- Re-open the Colonia Senior Center
- New State of the Art Senior Center



21



SENIOR SERVICES

OFFICE: 350 N. C ST.

PHONE: (805) 385-8019

DAYS & HOURS OF OPERATION:

MONDAY-FRIDAY 8:00AM – 5:00PM

E-MAIL: SENIORS@CI.OXNARD.CA.US

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

Prepared By: Grace Magistrale Hoffman, Deputy City Manager Agenda Item No. K-1
 Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: February 17, 2015

TO: City Council

FROM: Greg Nyhoff, City Manager

SUBJECT: Presentation on the City of Oxnard Community and Budget Priorities

RECOMMENDATION

That City Council receive a report on and provide comments on the community and budget priorities.

DISCUSSION

As part of the Fiscal Year 2015-2016 Budget Development, a citywide process to determine community priorities will be undertaken. City staff took the first step in this process by obtaining recommendations from all Departments within the City. The attached list (Attachment #1) of ideas is a combination of priorities identified by City Council over the past years and ideas solicited from City staff. Attachment #1 has been created as a resource for the City Council and the community to review, discuss, and ultimately create a prioritization list that can be used as staff's work plan and guide for priority-based budgeting. This list can be looked at as a starting point for discussions and community input over the next several weeks. It is fully expected that the City Council and the community may have additional items to add to the list to be considered as potential priorities.

The first public discussion will take place at the City Council meeting on February 24, 2015. The next step in the priority-setting process will be to receive community input at the Community Forum on Thursday, March 5, 2015, from 5:30 p.m. to 8:30 p.m. at the Performing Arts Center, Oxnard Room. After compiling the input from our residents, we will present the results for your consideration and final approval of our community priorities.

FINANCIAL IMPACT

There is no financial impact associated with this report.

Attachment #1 – Suggested Priorities for 2015

Suggested Priorities for 2015

1) Effective and Innovative Government:

- a. Employee Commitments
 - i. Identify the organizational culture
 - ii. Provide timely and responsive customer service
 - iii. **Emphasis on Ethics / Integrity**
 - iv. On-going, in-service customer service training
 - v. Focus on improving employee morale
 - vi. Obtain new user-friendly permitting software for Development Services
- b. Financial stability and sustainability:
 - i. **Balanced Budget with minimal impact on services**
 - ii. **Priority Based Budgeting**
 - iii. Implement effective cost recovery mechanisms (Special events, licensing)
 - iv. Update City policies and procedures
 - v. Establish stronger internal controls and regulatory systems
 - vi. Build competent, resilient administrative functions
 - vii. Invest in staff development
- c. Technology and innovation
 - i. Public Wi-Fi hot spots
 - ii. Rebuild website to improve appearance and performance
 - iii. Social media outreach
 - 1. Facebook/Nextdoor.com/Twitter/Informational videos/PSA Campaign
 - iv. **One-stop shop**
 - v. **Upgrade the agenda process**
 - vi. Deploy police body-worn cameras in 2015
 - vii. Bring payroll system into the modern age
 - viii. Use of City kiosks in Southend (utility bills, business certificates, permits, etc)

2) Economic Development

- a. Job creation and business retention: Bring jobs and businesses to Oxnard
 - i. **Enterprise zones, e.g. Sakioka Farms and "new economy jobs"**
 - ii. Tax incentives/credits for bringing businesses
- b. Support Port of Hueneme job creation and development
- c. **Support small business**
 - i. **Small Business Loan Program**
- d. Develop a Downtown marketing revitalization plan
 - i. Establish an identity / address vagrancy / dining variations / activities at Plaza Park / trolley that stops throughout the City
 - ii. Facilitation of Downtown housing
- e. Revitalize Outlet Center
- f. **Explore Private/Public Partnerships**
- g. Support the County of Ventura in acquiring private investment in the Harbor
- h. Revitalize South Oxnard
- i. Community supported agriculture (farm to table/buy local)

3) Public Safety

- a. Provide timely Police and Fire responses to calls for service
- b. Enhance effort to reduce crime rate

Suggested Priorities for 2015

- i. Identify recent contributors to increase in crime
- c. Enhance community policing and problem-solving efforts
- d. Improve traffic safety through enforcement and education
- e. Enhance community relations
- f. Support community crime prevention and intervention efforts
- g. Support fire prevention and community risk reduction efforts
- h. Provide timely fire plan check services
- i. Parking enforcement
- j. Provide effective animal safety services

4) Infrastructure: Utilities, Streets, and Transportation

- a. Utilities
 - i. Conduct a comprehensive rate study and adjust rates to provide long term viability
- b. Water
 - i. Sustain the City's water conservation achievements
 - ii. Expand the recycled water system to offset reductions due to drought
 - iii. Reduce the average water hardness
 - iv. Work toward meeting water public health goals
- c. Wastewater
 - i. Rehabilitate the wastewater treatment plant
 - ii. Rehabilitate the wastewater collection lines
- d. Streets / Interchanges
 - i. Fund interchange and grade crossings
 - 1. Rice Avenue & 5th Street grade crossing
 - 2. Del Norte / Highway 101 interchange
 - ii. Redesign Oxnard Blvd
 - iii. **Street Improvements:** Citywide assessment and repair
 - iv. Increase preventative maintenance of streets and alleys
 - v. Resurface alleys
 - vi. Improve pedestrian safety
 - vii. Reduce traffic congestion
 - viii. Address parking concerns
- e. Landscaping:
 - i. Tree maintenance
 - ii. Repairs and improvements to sidewalks, medians, parkways, and street trees
- f. Storm Water
 - i. Address flood issues (Floodplain Management)
 - 1. Levees
 - ii. Capture more storm water for recycling
 - iii. Install storm water collection systems in flood prone areas
- g. Public Transportation
 - i. Improve public transportation between neighboring cities
 - ii. Increase destinations served by Oxnard Airport (Las Vegas)
- h. City Assets
 - i. City buildings in need of rehabilitation
 - 1. Roof at Police HQ building

Suggested Priorities for 2015

2. 241 West 2nd Street
 3. Performing Arts Center
 4. Gull Wings Museum
 5. City Council Chambers (audio-visual infrastructure)
 - ii. Commit to fleet replacement plan
- 5) Our Oxnard: Destination Development
 - a. **Continue developing the "Oxnard Brand"**
 - b. Support and promote community events
 - c. Support Arts and Culture
 - i. Museums / art galleries / public place art / community partnerships
 - ii. Better utilize the Performing Arts Center
 - d. Enhance public relations / marketing and communication
 - e. Better share the good news about our City
- 6) Strengthening Neighborhoods / Community Building
 - a. Work more closely with Citizen Advisory Groups (CAGS)
 - b. Empower Neighborhood Councils
 - i. Enhance problem-solving efforts through neighborhood councils
 - ii. Increase Emergency Response Training (CERT) to Neighborhood Councils
 - iii. Neighborhood cleanup
 - c. Enhance Neighborhood Watch strategies via social media (Nextdoor.com)
 - d. Re-establish Neighborhood Services Office
 - e. Establish City presence (offices / employees) beyond the Civic Center
 - f. Bring our Libraries into the 21st century
 - g. Support the Public Access Channel
 - h. City beautification
 - i. Art in public places
 - ii. Decrease community blight
 - iii. Focus on substandard housing
 - iv. Sustain graffiti abatement efforts
 - v. Support public / private enterprises for small City projects (public art, tree planting, walking paths, community gardens)
- 7) Investing in our Community
 - a. Youth Development
 - i. Community building through connected youth
 - ii. **Build strong relationships with schools and youth organizations**
 - iii. Promote healthy growth through youth and league sports
 - iv. Encourage diversity education through cultural arts projects
 - v. More youth training opportunities
 - vi. Promote internships (Work-alongs and work tryout opportunities)
 - vii. **Update the youth "Master Plan"**
 - viii. **Gang Prevention** and intervention
 - b. Senior population
 - i. Assistance programs
 - ii. Senior housing

Suggested Priorities for 2015

- iii. Develop a Senior Center
 - c. Housing Initiatives
 - i. Affordable Rental Housing Development
 - ii. Homeownership Opportunities for low-income families
 - iii. Rehabilitate and improve existing public housing units
 - iv. **Safe Housing Collaborative**
 - v. Balance affordable housing with market rate
 - vi. Support migrant farm worker housing
 - d. Homelessness
 - i. Identify permanent emergency shelter opportunities
 - ii. Establish the safe and clean public places policies
 - iii. Permanent supportive housing
 - iv. Homeless prevention
 - v. Supportive services - essential services, case management
- 8) Parks and Open Spaces
- a. Invest in open spaces
 - i. **Protect the Coast from future invasive projects**
 - ii. Coastal Plan Update
 - iii. Restoration of the Ormond Beach wetlands and the remediation of the EPA Superfund **Halaco Site**
 - iv. **Take advantage of environmental resources in South Oxnard**
 - v. Better promote City's beaches
 - vi. Revitalize the harbor
 - vii. Bicycle trails and walking trails
 - b. Invest in "passive" parks
 - c. Invest in "active" parks
 - i. Campus Park (old Oxnard High School)
 - ii. Sports Park (Gonzales Rd. / Oxnard Blvd)
 - iii. Community pool
 - d. Support commercial recreation efforts
 - i. Zoo/Arcades/Mini-Golf/Outdoor Shooting Range/Bowling Alley/Dave and Buster's Type restaurant/Holiday Ice Skating Rink/Aquatic Center/Etc
 - ii. Continue to support River Ridge Golf Course



Meeting Date: 02/24/2015

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

Prepared By: Greg Nyhoff, City Manager Agenda Item No. K-2Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____**DATE:** February 17, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager
Office of the City Manager**SUBJECT:** (I) Initial Memorandum of Understanding between the City and the Oxnard Mid-Management Association and (II) Amendment to Salary Resolution for Unrepresented Employees**RECOMMENDATION**

That the City Council:

1. Adopt a resolution approving the initial Memorandum of Understanding (A-7754) between the City and the Oxnard Mid-Management Association ("OMMA");
2. Amend Resolution No. 14,717; and
3. Authorize the Interim Director of Human Resources, the Interim Chief Financial Officer, and City Manager to take the necessary administrative action to implement these resolutions.

DISCUSSION**I. Background****A. Agreement with OMMA for Initial Memorandum of Understanding**

The City's mid-management employees organized as a represented bargaining unit and requested that the City voluntarily recognize OMMA as their exclusive bargaining representative in mid-2013. Following recognition of OMMA as the exclusive bargaining representative of the City's mid-managers, the City and OMMA began negotiations over the terms of their initial memorandum of understanding. After months of good faith negotiations, the parties reached a tentative agreement on the terms set forth in Attachment 1. The terms of this agreement reflect OMMA's understanding that the City must modify and manage its paid leave programs and the City's recognition that OMMA's members are some of the only City employees who have not received any across-the-board compensation increases since 2007. This initial MOU generally memorializes the benefits that OMMA members were receiving prior to organizing. However, through the course of negotiations, each side identified its key issues for modification. For the City, that issue was accrued paid leaves, the treatment

(I) Initial Memorandum of Understanding between the City and the Oxnard Mid-Management Association and (II) Amendment to Salary Resolution for Unrepresented Employees
February 17, 2015
Page 2 of 4

of which the parties agreed to modify as discussed below. It is important to highlight that the only economic increase included in the agreement with OMMA – a 3% salary increase effective as of October 11, 2014 – is consistent with the 3% increase received by all of the City's public safety bargaining units and its non-management maintenance, operations and repair unit in January 2014; OMMA members will simply be receiving the same increase that a majority of the City's other employees were granted a year ago.

The material terms of the OMMA agreement are as follows:

- 1) Term: Contract will expire on June 30, 2015.
- 2) A 3% salary increase retroactive to October 11, 2014.
- 3) Annual leave caps will be enforced on a pay period by pay period basis effective March 15, 2015.
- 4) Employees will be permitted to convert annual or vacation leave into deferred compensation during 2015. Conversion of annual or vacation leave to deferred compensation in future years will be subject to negotiation in a successor MOU. Employees will also be permitted to convert accrued but unused vacation or annual leave into a deferred compensation plan during their final year of service with the City.
- 5) The reserve leave program will be eliminated going forward. Employees will be permitted to transfer excess leave into their reserve leave banks and will be able to use this leave to cover paid absences. Employees will not be permitted to transfer any time other than excess leave into their reserve leave banks and new employees will not be permitted to create reserve leave banks.
- 6) Employees may only transfer excess leave into their reserve leave bank up to the 1,560 hour cap. Any additional excess hours will be subject to the following terms:
 - a. 80% of the remaining excess leave will be placed in a bank called "80% grandfathered excess leave bank account." This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if any, will be cashed-out. The cash value is calculated at the member's pay rate as of December 4, 2014.
 - b. 20% of the remaining excess leave will be placed in a bank called "20% grandfathered excess leave bank account." This leave is available to use but will not have cash value. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance will not be cashed out and instead will be forfeited.

(I) Initial Memorandum of Understanding between the City and the Oxnard Mid-Management Association and (II) Amendment to Salary Resolution for Unrepresented Employees
February 17, 2015
Page 3 of 4

- 7) Employees with five years or more of City service will be permitted to cash out up to 40 hours of accrued leave each year. Employees with ten years or more of City service will be permitted to cash out up to 80 hours of accrued leave each year. Previously, OMMA members with fifteen or more years of service could cash out up to 120 hours of accrued leave each year. This will no longer be permitted.
- 8) Effective July 1, 2015, employees will be granted 40 hours of administrative leave per fiscal year. This is a reduction from the 56 hours of administrative leave that OMMA members were granted in prior fiscal years. This administrative leave must be used in the fiscal year in which it is granted and will have no cash value if it is unused during the applicable fiscal year.

Pursuant to Meyers, Milias, Brown Act (the “MMBA”), the City and OMMA met in good faith to reach this agreement. OMMA is conducting a ratification vote that is expected to be completed on or before February 19, 2015. If OMMA’s membership does not ratify the proposed agreement, this entire item will be removed from the City Council’s agenda.

By adopting this agreement following OMMA’s ratification, the City Council will also authorize the Interim Director of Human Resources, the Interim Chief Financial Officer, and the City Manager or designee to take the necessary administrative action to implement this extension, including authorizing the City’s chief negotiator to execute the agreement on behalf of the City. A draft resolution adopting the agreement between the City and OMMA is attached as Attachment 2.

B. Amendment to Salary Resolution for Unrepresented Employees

On February 10, 2015, the City Council adopted the City’s initial salary resolution, which set forth compensation and benefits for the City’s unrepresented employees. Unrepresented employees are not members of any of the City’s represented bargaining units and are not subject to any MOU between the City and its bargaining units. These employees include the City’s executive management and confidential employees in both management and non-management positions. Confidential employees are defined in the salary resolution, and the City’s municipal code, as “employee(s) who [are] privy to confidential decisions of city management affecting employer-employee relations.” But for their status as Unrepresented Confidential Employees, non-management confidential employees would likely be represented by SEIU Local 721 while Unrepresented Mid-Managers, as defined in the salary resolution, would likely be represented by OMMA.

Unrepresented Confidential Employees received across the board salary increases in February 2014, when the City Council adopted a new salary schedule for these employees consistent with the salary schedule applicable to employees represented by SEIU Local 721. The City’s Unrepresented Executive Employees, as defined in the salary resolution, and Unrepresented Mid-Managers, much like the members of OMMA, have not had an across-the-board salary increase since at least 2007.

Consistent with best practices and in order to ensure that the City can recruit and retain the best candidates for its confidential and executive management positions, City staff recommends that the City Council amend its initial salary resolution to provide for a 3% increase for all Unrepresented Mid-

(I) Initial Memorandum of Understanding between the City and the Oxnard Mid-Management Association and (II) Amendment to Salary Resolution for Unrepresented Employees
February 17, 2015
Page 4 of 4

Managers and Unrepresented Executive Employees. This 3% increase will not be granted to the City Manager or the City Attorney. The amended salary resolution is attached as Attachment 3. As noted above, if OMMA fails to ratify its proposed agreement with the City, this entire item will be removed from the City Council's agenda.

FINANCIAL IMPACT

The proposed agreement between the City and OMMA will result in an additional \$313,980 in compensation for the period of October 11, 2014 through June 30, 2015. This cost will grow to \$418,640 on an annual basis in subsequent fiscal years. It is anticipated that the modifications to leave policies will reduce the City's unfunded liability associated with compensated absences into the future. It is also anticipated that the City will realize savings in the current fiscal year that would arise if employees in OMMA were compelled to use a significant amount of annual leave in a short period of time. The City has not been funding the liability associated with paid leave accruals and has not included this expense in department budgets.

The proposed amendment to the salary resolution to increase salaries of Unrepresented Mid-Managers and Unrepresented Executive Employees is estimated to cost an additional \$69,402 for the period of October 11, 2014 through June 30, 2015. This cost will grow to \$130,261 on an annual basis in subsequent fiscal years.

Attachment #1 – Agreement with OMMA

Attachment #2 – Resolution Adopting Agreement with OMMA

Attachment #3 – Amended Salary Resolution for Unrepresented Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF OXNARD
AND
OXNARD MID MANAGER'S ASSOCIATION

JULY 1, 2014 – JUNE 30, 2015

ATTACHMENT 1
PAGE 1 OF 31

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Oxnard (City) and Oxnard Mid-Managers Association ("Association") as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment, pursuant to the City's Employer-Employee Relations Ordinance and the Meyers-Milius-Brown Act (MMBA), California Government Code Section 3500 *et. seq.*

It is the intent of this MOU to establish and maintain fair, equitable, competitive, and sustainable wages, hours and other terms and conditions of employment that recognize the unique duties and organization context of mid-managers within the City's workforce.

ARTICLE 1 Recognition

This MOU shall apply to all City employees occupying or exercising duties in the City's "M" classification, listed in Attachment "A," including any further additions.

The term "members" hereinafter shall refer to bargaining unit members, unless otherwise designated.

ARTICLE 2 Term

This MOU shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2015.

ARTICLE 3 Salaries and Compensation

1. Cost of Living Adjustment

Effective the pay period commencing on October 11th, 2014, the City shall implement a three percent (3%) pay increase for all members.

2. Payroll Period - Biweekly

Wages are paid on a biweekly basis. The payroll checks or direct-deposit stubs for each pay period shall be issued to authorized representatives of City departments not later than the second Friday following the end of each biweekly pay period.

However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the last workday prior to the holiday.

3. Payment Upon Separation

All wages and applicable leave accruals due upon separation shall be paid by the end of the pay period after the member's separation.

4. Promotions

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position.

5. Merit Increases

When the City Manager determines, based upon a Department Director's recommendation, that a member has demonstrated an exceptional level of job performance and efficiency, the City Manager may increase the base wages for that employee.

This increase may exceed the top of the salary matrix established for the classification. The member understands and recognizes that any increase or portion that exceeds the salary plan range will not be PERSable.

6. Bilingual Pay

A Department Director may request that certain eligible members receive bilingual pay. A member shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.

A. Level I - Written and/or Conversational Bilingual. Members proficient in a second language must meet the following criteria:

- (i) The member must pass the bilingual competency test administered by the City, and
- (ii) The member shall provide basic oral translations as part of their regular job duties.

Members shall receive twenty-five dollars (\$25) per pay period for Level I competency.

B. Level II - Bilingual Translators. Members who pass a skills-based test administered by the City to demonstrate competency in written translation and oral interpretation.

- (i) The member shall provide advanced oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution

to City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive fifty dollars (\$50) per pay period for Level II competency.

ARTICLE 4 Reimbursements - Mileage, Tuition, and Damaged Personal Property

1. Mileage

When members are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, City shall compensate the employee as provided herein:

- A. Members shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

2. Tuition

A. Amount of Reimbursement/Conditions

City shall pay for seventy five (75%) percent of tuition, registration fees, laboratory fees, campus parking fees and books per City fiscal year for work-related courses provided by accredited academic institutions, subject to the following conditions:

Only full-time members shall be eligible for reimbursement. To be eligible, a member must complete and submit the tuition reimbursement pre-approval form to the Human Resources Department.

Courses that qualify for reimbursement are those that directly relate to the member's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher.

Courses that do not qualify for reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the member has already received, and those for which the member received reimbursement from any other source.

To receive reimbursement, the member must submit acknowledgement of a "C" or better to the Human Resources Department within thirty (30) days of completion of the course of study.

There shall be no obligation for City to re-schedule the work hours of any member to facilitate attendance at any course of study.

3. Personal Property

A. Conditions for Reimbursement

When, through no fault of their own, members have an item of personal property damaged or stolen while in the performance of City employment, and when that item is necessarily worn, carried or required as part of the job, the employee may submit a claim for reimbursement to the Human Resources Department. Such claim must be filed within five (5) working days after the loss occurred.

B. Amount of Claim

The minimum claim shall be for ten dollars (\$10) per loss. Claims of fewer than ten dollars (\$10) shall not be paid. The maximum amount City shall pay any employee is two hundred fifty (\$250) dollars in one calendar year.

C. Level of Reimbursement

Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the employee receives.

The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the employee receives.

The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar (\$10) minimum claim limit and the annual maximum payment of two hundred fifty (\$250) dollars.

Stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to the annual maximum of two hundred fifty (\$250) dollars. An employee shall be

reimbursed for such stolen or damaged watches subject to a ten dollar (\$10) deductible.

D. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, as well as tools and uniform items covered by a City allowance, will not be reimbursable.

ARTICLE 5 Insurance, Health & Wellness

1. Health Insurance

The City will provide current active employees with a cafeteria payment as provided below:

During the term of this MOU, the City shall contribute two hundred dollars (\$200.00) bi-weekly per member towards the employee's cafeteria plan allocation.

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

2. Dental Insurance

The City shall contribute the sum of thirty dollars and eighty three cents (\$30.83) biweekly to the member's dental insurance cafeteria plan for dental programs provided by the City. Regular full time members that are employees for more than ninety (90) days that "opt-out" will receive \$30.83 bi-weekly additional taxable income.

3. Life Insurance

The City shall continue to pay 100% of the premiums for Mid Management employee-only coverage as Basic Life Coverage (\$5,000) + 1x annual salary under the existing level of benefits for life insurance. The member may purchase additional life insurance coverage from the carrier at a discounted rate.

4. Long Term Disability Insurance

The City provides employees a long-term disability insurance program with coverage equal to 66 2/3% of basic monthly earnings up to \$6,000. The City shall contribute the monthly premium calculated for the member. The City shall provide each member under this program with a certificate of coverage upon request.

5. Flex Spending Plan

Members may participate in the voluntary Flex Spending Plan so long the plan is offered by the City and permitted under IRS rules and regulations.

6. Wellness Program

Members may participate in the City's Wellness Program set forth in Administrative Manual Section E-19.

ARTICLE 6 Retirement

1. CalPERS Defined Benefit Pension Plan

The Public Employees' Pension Reform Act of 2013 ("PEPRA") defines "Classic" and "New" Members.

"Classic" Members include employees hired prior to January 1, 2013, and those who are hired on or after that date who were already members of CalPERS or a public retirement system/plan with reciprocity with CalPERS and are hired by the City within six (6) months of separation from their prior CalPERS or such prior employment.

"New" Members are those employees who become members of a public retirement system for the first time on or after January 1, 2013 and who do not otherwise meet the tests for being defined as a "Classic" Member.

Benefits for "Classic" Members.

- A. The City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
- B. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- C. City shall pay the 7% percent member contribution directly to CalPERS. This payment shall not be considered wages by the City, but shall be made pursuant to Section 414(h) (2) of the Internal Revenue Code.
- D. City shall report to PARS as compensation earnable the City's payment of required employee retirement contributions to PERS.
- E. City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to PERS.

Benefits for "New" Members.

- A. New Members are covered by the two percent (2%) at age sixty two (62) retirement formula.
- B. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- C. New Members will pay a member contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan (currently 6.75%), as defined by CalPERS. This will be paid through a payroll deduction.
- D. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

The City's contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all members.

2. PARS Supplemental Retirement Benefit Plan

City shall provide to all members hired prior to January 1, 2013 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.

The City's total contribution to PARS on behalf of members shall be equal to 5.63% of the wages upon which the member's retirement contributions are computed. Members' contribution is equal to 5%.

New employees hired on or after January 1, 2013, are not eligible to receive any PARS benefit.

3. Deferred Compensation

Members may participate in a deferred compensation program so long as such program is offered by the City.

ARTICLE 7 Leaves

1. Holiday Leave

A. Observed Holidays Include:

New Year's Day (January 1st)

Martin Luther King's Day (the third Monday in January)
 Presidents' Day (the third Monday in February)
 Cesar Chavez Day
 Memorial Day (the last Monday in May)
 Independence Day (July 4th)
 Labor Day (the first Monday in September)
 Veterans' Day (November 11th)
 Thanksgiving Day
 Christmas Day (December 25th)

B. Leave Hours

Members shall be credited with holiday leave hours for all City observed holidays based upon the assigned customary daily work schedule of the member sufficient to compensate the member for all hours regularly worked by such employee.

C. Day After Thanksgiving 2014

City will be closed on the day after Thanksgiving Day 2014.

D. Holidays on Weekends

City observed holidays that fall on Sunday shall be observed on the following Monday. City observed holidays that fall on Saturday shall be observed on the preceding Friday.

2. Promotion into the Bargaining Unit

Upon promotion into the bargaining unit, the member shall begin accruing annual leave pursuant to this Article.

3. Annual Leave

Annual leave is provided to all members in this unit. Members shall earn annual leave for each biweekly pay period of service or major fraction thereof, as set forth in the table below.

Years of Svc	Months of Svc	Biweekly Accrual	Annual Accrual	Max Accrual
Less than 5	0-59	6.24	162.24	324.48
5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40

10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10.16	264.16	528.32
13-14	156-167	10.46	271.96	543.92
14-15	168-179	10.77	280.02	560.04
More than 15	180+	11.78	306.28	612.56

Annual leave can be taken as earned. Annual leave may be carried forward to future calendar years in accordance with the following provisions.

- A. The maximum amount of annual leave a member may carry forward as of the last completed pay period in the calendar year shall not exceed twice the number of hours of annual leave that the employee currently earns in twenty-six (26) biweekly pay periods.
- B. The City Manager may waive the maximum amount of annual leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.
- C. Members who have accrued leave beyond the maximum allowable cap will have until March 14, 2015 to bring their accruals below the cap. During this period only, members will continue to accrue annual leave.
- D. Beginning on March 15, 2015, members who have accrued annual leave in excess of the applicable cap shall immediately cease any additional accruals until they fall below the cap.
- E. Beginning on March 15, 2015, members shall cease accrual of any additional leave hours beyond the maximum cap, beginning the pay period in which the member exceeds the maximum amount of leave, until the member's accrued leave is brought under the maximum allowable cap.
- F. Members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan during calendar year 2015. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department. This provision shall sunset as of June 30, 2015 and shall be subject to future negotiations between the parties.

- G. Prior to separation, members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan in their final year of employment with the City. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.

4. Grandfathered Reserve Leave Fund ("RLF").

The previously existing Reserve Leave Bank ("RLB") Program, including provisions that allow for the transfer of annual leave into RLB, is eliminated effective January 1, 2015.

Members who established a RLB prior to January 1st, 2015, and members who have excess leave hours as defined herein, shall have such leave "grandfathered" as a Reserve Leave Fund ("RLF") in accordance with the following terms.

- A. Members may use their RLF balance to cover leaves of absence, consistent with the terms governing the use of annual leave, as set forth in this Article.
- B. Members shall not be permitted to transfer any additional accrued leave into their RLFs, subject to the following one-time exception.
 - 1. Members with excess leave hours may establish a RLF and transfer those excess leave hours into their RLFs on a one time basis within thirty days of adoption of this MOU. "Excess leave hours" are hours which the City transferred into excess leave banks on or about November 11, 2014, and which remain in the member's excess leave bank at the time of adoption of the MOU. This one-time transfer of excess leave hours is subject to the previously allowable RLB cap of 1,560 hours.
- C. Excess leave hours that remain after this one-time transfer into RLF (i.e. that remain after maxing the allowable 1,560 hour RLF cap), are subject to the following terms.
 - 1. 80% of the remaining excess leave will be placed in a bank called "80% grandfathered excess leave bank account." This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if

any, will be cashed-out. The cash value is calculated at the member's pay rate as of December 4, 2014.

2. 20% of the remaining excess leave will be placed in a bank called "20% grandfathered excess leave bank account." This leave is available to use but will not have cash value. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance will not be cashed out and instead will be forfeited.

D. Prior to taking leave, members shall inform the City which account the City shall charge leave to. In the absence of any designation, the City shall charge leave to Annual Leave.

5. Redemption

Members may cash out leave once a year in July or December as follows:

After five (5) regular full-time years of service, a member may receive pay in lieu of up to forty (40) hours of accrued leave.

After ten (10) regular full-time years of service, a member may receive pay in lieu of up to eighty (80) hours of accrued leave.

6. Payment Upon Separation

Any member who leaves City service shall be paid at the time of separation the then current cash value of all accrued and unused leave.

7. Administrative Leave

Each member accrues Administrative Leave each fiscal year. In the FY14-15, each member shall accrue fifty six (56) hours of Administrative Leave. The ability of members to accrue Administrative Leave beyond forty (40) hours shall sunset on June 30th, 2015 and shall be subject to future negotiations between the parties. In consideration of the City agreeing to continue this language until a subsequent MOU is negotiated after June 30, 2015, OMMA agrees to drop its Agency Shop Demand for the term of this contract.

Use of administrative leave is subject to operational necessity but shall not be unreasonably denied.

Additional administrative leave may be approved at the Department Director's discretion.

Administrative leave cannot be carried over to the next fiscal year and cannot be cashed out if unused at the end of the fiscal year in which it was granted.

This benefit shall be pro-rated for new members during the first year of hire or promotion.

8. Bereavement Leave

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

Immediate family shall include the following individuals related to the member or the member's spouse 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 member shall furnish to the Department Director/ Division Supervising Manager 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 shall be converted to leave without pay.

9. Industrial Disability Leave

Injury or illnesses arising out of and occurring in the course of employment will be administered under the Workers' Compensation Laws of the State of California.

Members may coordinate industrial disability leave with accrued leave balances to obtain full salary while on leave.

10. Leave Without Pay

The City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent member to his/her former position upon the member's return to work.

A member absent on authorized leave may return to work prior to expiration of the period of authorized leave upon written notice to the City Manager.

11. Jury Duty & Witness Leave

Jury Duty – if a member is called for jury duty, the member shall be granted a leave of absence with pay.

Witness Leave – if a member is called as a witness to testify in litigation as to matters arising out of or in the course of the scope of the member's employment, the member shall be granted a leave of absence with pay.

12. Military Leave

The City complies with the California Military and Veterans Code, the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Oxnard City Council resolutions and policies applicable to City employees who are members of the Armed Forces of the United States.

ARTICLE 8 Fair Labor Standards Act

The City defines all members as "exempt employees" under the Fair Labor Standards Act.

ARTICLE 9 Labor/Management Committee

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern, including salary compaction. Meetings shall be held periodically at mutually agreed times and dates within fourteen (14) calendar days of any request, dependent upon availability of the parties.

ARTICLE 10 Grievances

Every effort should be made to resolve the grievance at the lowest possible level.

1. Definition

A "Grievance" is an allegation by a member claiming that the member has been affected adversely by a violation of the specific express terms of this MOU, and for which there is no specific method of review provided by Federal, State or local law.

2. Time Limits

Failure of City representatives to comply with time limits specified below shall entitle the employee to appeal to the next level of review. Failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except, however, the parties may, in writing, extend time limits by mutual written agreement in advance of expiration of the established time limit.

3. Informal Resolution

A member with a bona fide grievance concerning terms and conditions of employment shall informally discuss the grievance with the Department Director/ Division Supervising Manager or designee within twenty-one (21) business days from the date of the action causing the complaint, or from the date the incident is

first discovered, in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

4. Formal Grievance Procedure

If informal discussion does not resolve the grievance to the member's satisfaction, the member may file a formal grievance. The member, or a representative, shall reduce the grievance to writing and submit it to the member's Department Director/ Division Supervising Manager within ten (10) business days of receipt of the answer from the informal resolution procedure. The Department Director/ Division Supervising Manager shall further consider and discuss the grievance with the member and/or the member's representative, and shall, within ten (10) business days of having received the written grievance, submit a response in writing to the member.

5. Formal Grievance Appeal

If the written response does not result in a resolution of the grievance, the member may appeal the formal grievance by presenting it to the member's Department Director within ten (10) business days of receipt of the written response to the formal grievance. The Department Director may investigate the grievance and may set a meeting with the member, the member's designated representative and such other persons as deemed appropriate to consider the grievance. Within ten (10) business days of the meeting, the Department Director shall submit a response to the grievance to the member and the member's representative.

6. Administrative Appeal of a Formal Grievance

If the response by the Department Director does not result in resolution of the formal grievance, the member may appeal the grievance to the City Manager's Office within ten (10) business days of the member's receipt of the Department Director's response. The City Manager may set a meeting with the member, the member's designated representative, and such other persons as deemed appropriate to consider the grievance. Within twenty-one (21) business days of receipt of the formal grievance, the City Manager will submit a response to the member and the member's representative.

ARTICLE 11 Discipline

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular non-probationary members taken for disciplinary reasons.

2. Pre-Deprivation Due Process - Notice of Intent

Within ten (10) working days of receipt of a notice of intent to impose disciplinary action, a member may respond orally or in writing. The member may also request a meeting with the person proposing the disciplinary action.

In accordance with state law, the notice of intent shall include, at a minimum, the notice of the proposed action, the reasons therefore, a copy of the charges and materials upon which the action is based, and the right to respond orally or in writing, to the authority initially imposing discipline.

3. Post Deprivation Due Process - Advisory Arbitration

Within ten (10) working days of the receipt of a notice imposing a disciplinary action, a member may file an appeal to advisory arbitration.

The parties, or their designated representatives, in good faith shall attempt to agree on an arbitrator. 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 a list of seven (7) arbitrators. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- A. The relevant MOU language and applicable City rules and regulations,
- B. The precise issue(s) submitted, including what is the remedy, and
- C. Federal, State and local law.

The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten working days before the notice of intent was issued and/or the member was placed on administrative leave, whichever is earlier.

The arbitrator shall issue a decision within thirty (30) calendar days unless additional time is granted by the parties. The decision shall be submitted to the City Manager with copies to all parties. The City Manager may adopt, reject, or modify the arbitrator's decision. The City Manager's determination shall be rendered in writing within twenty-one (21) calendar days of receipt of the arbitrator's decision. The City Manager's determination constitutes a final administrative action by the City subject to judicial review pursuant to Code of Civil Procedure §1094.5.

If the employee is represented by an Association, the cost of the arbitrator shall be borne equally by the parties. If the employee is not represented by an Association, the arbitrator's charges shall be borne by the City.

ARTICLE 12 Reduction in Force

1. Definitions

For purposes of this Article, "City Length of Service" is defined as the member's total continuous service in regular City employment.

2. Impact Bargaining

The City shall promptly notify the Association of the proposed RIF and extend meaningful opportunity for the Association to meet and confer over the negotiable effects of the proposed action.

3. Procedure

The City shall identify those classifications within departments to be reduced.

4. Notification

All members to be laid off shall be given written notice no less than thirty (30) calendar days before the effective date of the layoff.

The written notice shall specify the member's displacement (bumping) rights, if any, as well as state the member's reinstatement and/or reemployment rights.

5. Order

Once the classifications to be reduced have been identified, the City shall determine the employee(s) in the identified classification(s) to be laid off in the following order, if there is more than one (1) employee in a classification designated for layoff:

- A. Employees who are temporary
- B. Employees in limited-term positions in reverse order of their City Length of Service
- C. Employees serving an initial probationary period with the least continuous City Length of Service.
- D. Employees serving a promotional probationary period with the least continuous City Length of Service.
- E. Employees with the least continuous City Length of Service.
- F. If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly

determined by the City.

6. Displacement Rights

Members who are designated to be laid off and have previously held regular status in another classification may displace members occupying positions in the previously held classification provided that the member exercising the displacement privilege has greater continuous City Length of Service than the member currently in the classification to which the member is seeking a position.

If the member did not complete a probationary period in the previously held classification, then no displacement rights accrue to that member for that classification.

Conditions which affect displacement rights are as follows:

- A. A member's displacement rights shall be calculated to each previously held classification in reverse of the order in which the member was employed until a displacement right is determined or the City determines that no displacement right exists. A member does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.
- B. The member exercising the displacement right will displace members in previously held classifications in the same order as specified herein.
- C. A member must exercise the member's displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City. If the displacement right is not exercised within the specified time period, the right is forfeited.

7. Demotion in lieu of Displacement

- A. Upon request of a member and with the City's approval, a regular full time member, not in a probationary status, may be permitted to demote into a vacant authorized position within this bargaining unit, only if the City establishes that the member meets all the requirements of the classification.
- B. All members who are demoted within this bargaining unit will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the member occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the member's base wage prior to demotion.

- C. Any member subject to a demotion who has not previously completed the probationary period in the classification to which the member is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

8. Transfer

- A. The City may transfer a regular member in non-probationary status to a vacant authorized classification within this bargaining unit if the City has established that the member is qualified and technically capable of performing the duties of the classification.
- B. A member who is transferred will be paid base wages equal to the member's base wages prior to transfer. Any such member who does not accept a transfer within five (5) working days after notice of transfer is given will have forfeited the member's ability to transfer to that classification.
- C. Any member subject to a transfer who has not previously completed the probationary period in the classification to which the member is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

9. Reinstatement

A member who is demoted as a result of a reduction in force shall have the member's 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 members on this reinstatement list.

10. Reemployment

A member who has been laid off shall have the member's name placed on a reemployment list for classifications in which the member previously held and for classifications at the same or lower salary range for which the member qualifies in the order of the City Length of Service.

Vacant positions in such classifications will be offered to members on the reemployment list after members on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

11. Duration of Lists

The member's name shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff.

A member not responding to written notification of an opening within nine (9) working days shall have the member's name removed from either the reemployment list or reinstatement list.

12. Restoration of Benefits

A member will have the following benefits restored if re-employed by the City within 2 years of separation due to a reduction in force:

- A. Seniority at time of layoff for purposes of determining step increases, vacation leave accrual, and future layoff priority.
- B. Base wages paid to a member 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 member held at the time of layoff. If the member chooses to be reemployed in a classification which has a salary range lower than the classification from which the member was laid off, then the base wages shall be those at the step in the lower salary range that is closest to the member's base wages immediately prior to layoff, then the member shall receive the maximum base wages provided in such salary range.

13. No Credit for Earlier Service in Classification

Under any circumstances, a member subject to a demotion or transfer who has not previously completed the probationary period in the classification to which the member is demoted or transferred shall serve the applicable probationary period for the classification to which the member is demoted or transferred without credit for the earlier service in the member's prior classification.

14. Severance

Members who are laid off will be offered the following severance package:

- A. One (1) week of salary for each year of service, plus one additional week with a maximum benefit of thirteen (13) weeks of salary. A partial year of service will be rounded up to the next whole year.
- B. Six (6) months of the average monthly Cafeteria Payment provided to all employees, to allow for continuation of health insurance coverage.
- C. One (1) month of access to professional outplacement services.

ARTICLE 13 Resignation

1. Advance Notice

A member may resign from City service at any time. A member resigning from City service, however, shall give a minimum of two (2) weeks' notice to the member's Department Director/ Division Supervising Manager in order to enable City to make proper provisions for filling the member's position. If the member fails to provide at least two (2) weeks' notice, the City may enter a notation of that fact in the member's personnel file.

2. Forfeiture of Privileges

Upon resignation, the member shall forfeit all seniority and employment privileges allowed by this MOU and applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

A member who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation.

ARTICLE 14 Outside Employment

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by members, particularly where there is a potential that such employment would impair a member's ability to perform the member's City duties.

2. Prohibiting Conditions

Members are prohibited from holding employment or occupations other than City service when the following conditions may result:

- A. The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or
- B. The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. Authorization

A written request on the designated City form duly completed must be provided by the employee to the Department Director for approval of any other-than-City

employment. Such employment may not be undertaken without prior written approval of the Department Director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A Department Director may order an employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

ARTICLE 15 No Strikes

1. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in Section 1 above shall be subject to termination by the City.
3. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 1, above, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employer-Employee Relations Resolution in this MOU, including but not limited to suspension of the Grievance Procedure and dues deduction.
4. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 16 City Rights

1. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy;
- B. To determine the existence or nonexistence of facts which are the basis of the management decision;
- C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
- D. To determine the nature, manner, means and technology and extent of services to be provided to the public;
- E. Methods of financing;
- F. Types of equipment or technology to be used;
- G. To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;
- H. To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City to the extent permitted by law;
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- J. To establish and modify productivity and performance program and standards;
- K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;
- L. To discharge, suspend, demote, or otherwise discipline classified non at will employees for proper cause;
- M. To determine job classification and to reclassify employees;
- N. To hire, transfer, promote and demote employees for non-disciplinary reasons;
- O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
- P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
- Q. To maintain order and efficiency in its facilities and operations;
- R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU;
- S. To take any and all necessary action to carry out the mission of the City in emergencies.

- 2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights. By agreeing to meet and confer with the Association as

to the impact of the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 17 Association Rights

1. Release Time for Representatives

City agrees that association representatives have the right to paid release time for the time spent representing a member under the grievance procedure and the disciplinary action procedure herein subject to the following:

- A. Association may designate up to eight (8) members as Representatives and shall in writing notify the City Manager and Human Resources Director of such designations. City has no obligation to change or adjust normal program scheduling or assignments of members as a result of such designations.
- B. One such designated representative may, without loss of pay or benefits, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors or other non-bargaining association management staff; gather information; or interview the subject member or witnesses. Attendance is subject to permission of the representative's Manager. Denial of attendance at meetings, hearings, or other member related activities shall be based upon operational needs and shall not unreasonably be denied.
- C. Representatives and/or officers, with immediate supervisor approval, may leave to attend employer-employee relations seminars. Such approval shall not be unreasonably denied. The representatives and/or officers may elect to use accrued leave to be paid for the absence.

2. List of Members

Upon request, not to exceed once each calendar quarter, the City shall provide association with a list of members, their membership status, their address and telephone number, their classifications and departments, and updates as to transfers, promotions, new City employees, and separations from service within the Association.

The City shall notify the Association of all new appointments of persons to the bargaining unit, whether said appointment or assignment is on a permanent basis or on an interim or other temporary or non-permanent basis. Notice shall be as soon as reasonably practicable, but not to exceed sixty (60) days from the date of appointment.

3. Payroll Deductions & Membership Dues

- A. Members may execute a written authorization for dues deduction. City shall deduct dues from their paychecks and transmit promptly those dues to the Association.
- B. City shall deduct from the biweekly paycheck of members the regular periodic membership dues (as certified in writing to the City Manager by an authorized official of association), and the cost of regular periodic association-sponsored benefits or other voluntary deductions, pursuant to receipt of the City's deduction authorization form, duly completed and signed by the members. City shall transmit such deductions biweekly to the association.
- C. Dues deductions shall be made only when the association member's earnings for a pay period are sufficient after other legally required deductions are made.
- D. City and Association agree that City assumes no liability on account of any actions taken or not taken pursuant to this section.

4. Meeting Locations

- A. Upon request, City may provide association with a location for a meeting to occur outside working hours of the attendees, provided the space is available and association complies with all City and department rules, policies, and directions.
- B. Meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or designee, and will indicate the date, time and general purpose of the meeting for which the facilities are being requested.
- C. Association understands and agrees that the City Manager or designee may deny the request when the purpose of the meeting makes such use inappropriate.

5. Distribution of Association Materials

A. Bulletin Boards

City agrees that association may use designated bulletin boards or portions of boards in each work location in which members work. City and association shall jointly identify bulletin board space. Posted materials may include notices of association meetings, association news, and appointments and results of elections or ratification votes.

A copy of all material to be displayed upon bulletin board shall be provided to the Director of Human Resources upon request. If the Director objects to the material, the Director shall notify association staff. In such event, the materials shall not be placed on the bulletin board, based upon the Director's objections. Association is responsible for posting and removal of material on the designated bulletin board and for the neat and orderly maintenance thereof.

B. City Email

Association shall, with the approval of the City Manager or designee, have the use of the City email for the purpose of communication of association business including, but not limited to, scheduling joint meetings and appointments and informing members of possible tentative agreements.

ARTICLE 18 Employee Rights

1. Review of Personnel Actions

Employees shall have the opportunity to review their performance evaluations with their Manager. If, after review, the employee disagrees with the Manager's assessment, the employee may provide a written response within thirty (30) days of the meeting, explaining the difference of fact or opinion. The employee's response shall then be attached to the performance evaluation.

2. Personnel File Inspection

A member shall have the right to inspect the contents of the member's personnel file, or may designate in writing a representative to inspect the member's file.

3. Non-Interference in Administrative Affairs.

Except to respond to inquiries, a member shall not be required to carry out orders directly from a City Councilmember. Instead, the member must consult and follow the direction of the City Manager or department head. All communications from Council members about the administration of the City must only be made through the City Manager. A member shall be free from coercion or influence by a City Councilmember in respect to any contract, purchase of supplies or any other administrative action.

ARTICLE 19 Miscellaneous Terms

1. Personnel Rules & Regulations

This MOU incorporates by reference the City's Personnel Rules & Regulations, except insofar as it is superseded specifically by this MOU. Any inconsistency

between the Personnel Rules & Regulations and this MOU shall be interpreted in favor of this MOU.

2. Administrative Manual

This MOU incorporates by reference the City's Administrative Manual, except insofar as it is superseded specifically by this MOU. Any inconsistency between the Admin Manual and this MOU shall be interpreted in favor of this MOU.

3. Prior Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City and association. It is intended to supersede all prior MOUs, or contrary provisions of the Administrative Manual and/or Personnel Rules & Regulations.

Any benefits contemplated by the Administrative Manual and/or Personnel Rules & Regulations, in addition to the benefits in the MOU, are incorporated by reference under section 2 and section 3 above.

4. No Meet and Confer Requirement

Except as expressly provided in this MOU, by law, or by mutual agreement, neither the City nor the association shall be required to meet and confer during the term of this MOU on subjects within the scope of representation.

Nothing in this MOU shall release the City from the meet and confer process as required by State law on issues not addressed in the MOU, or regarding matters subject to impact bargaining if requested by the association.

5. Complete Agreement

This MOU constitutes the total and entire agreement between the City and association. No verbal statement shall supersede any of the MOU's provisions.

6. Savings Clause

If the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, the City and association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

7. Successor MOU

Either party shall notify the other, in writing, of its desire to negotiate a successor MOU. Within 7 days of receipt of notice, the parties and/or their representatives shall coordinate the scheduling of negotiation sessions. Both parties agree "writing" includes email communications. The City and association shall then

commence meet and confer concerning modifications, additions revisions, and/or deletions proposed by the parties as are within the statutory scope of meet and confer and in accordance with State law and the Oxnard City Code.

Dated _____ of February ___, 2015

For the City of Oxnard

For the Oxnard Mid Managers Association

Cynthia Fortson
president

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN INITIAL MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE OXNARD MID-MANAGER'S ASSOCIATION; AND AUTHORIZING THE CITY MANAGER, INTERIM CHIEF FINANCIAL OFFICER, INTERIM HUMAN RESOURCES DIRECTOR OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the Oxnard Mid-Manager's Association ("OMMA") is the recognized representative for identified job classes in the City of Oxnard's (the "City") "M" classification listed in Attachment A to the memorandum of understanding; and

WHEREAS, OMMA was recognized as the exclusive bargaining represented in 2013 and the parties subsequently began negotiations over the terms of their initial memorandum of understanding ("MOU"); and

WHEREAS, representatives of the City and OMMA have met and conferred in good faith concerning wages, hours, terms and conditions of employment for employees in said bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City and OMMA have reached an agreement (the "Agreement"), attached as Exhibit 1, which sets forth the terms and conditions of employment for members of OMMA.

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

That the Agreement is adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the MOU on behalf of the City.

PASSED AND ADOPTED THIS 24th day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

cc: Interim Chief Financial Officer
Interim Human Resources Director
All City Department Heads

ATTACHMENT 2
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Attachment A

<u>Classification Title</u>	<u>Class Code</u>	<u>Salary Range</u>
Accounting Manager	7208	M48
Administrative Services Manager	4540	M66
Assistant City Clerk	1402	M11
Assistant City Treasurer/Revenue Account Manager		M48
Chief Operator	20137	M32
City Surveyor	5110	M34
Code Compliance Manager	13240	M40
Communications Manager	14147	M36
Community Affairs Manager	14126	M38
Community Outreach & Prod. Spec.	2108	M22
Community Services Manager	15124	M29
Compliance Services Manager	9214	M29
Construction & Maintenance Engineer	17117	M66
Construction Project Manager	13227	M29
Controller	7211	M62
Cultural Arts Supervisor	2205	M11
CUPA Coordinator	14313	M44
Custodial Supervisor	6120	M14
Deputy Building Official	13247	M74
Design & Construction Services Manager	4542	M83
Development Services Manager	4518	M87
Disaster Preparedness Coordinator	14315	M38
Emergency Medical Services Coordinator	14312	M44
Environmental/Safety Manager	19177	M44
Facilities Maintenance Supervisor	6159	M19
Financial Analyst I	7126	M14
Financial Analyst II	7129	M22
Financial Analyst III	7132	M29
Financial Services Manager	7202	M48
Fleet Services Manager	17219	M44
Fleet Services Mechanic Supervisor	17212	M16
Fleet Services Operations Manager	17215	M19
Geographic Info Systems Coordinator	3113	M51
Grants Coordinator	7134	M36
Homeless Assistance Program Coordinator	9150	M29
Housing Financial Officer	9160	M48
Housing Maintenance Superintendent	9123	M38
Housing Maintenance Supervisor	9121	M14
Housing Modernization Superintendent	9118	M38
Housing Program Supervisor	9132	M29
Housing Programs Manager	9208	M51
Housing Rehabilitation Program Manager	9202	M38
Laboratory Supervisor	20127	M26
Legislative Affairs Manager	1204	M40
Leisure and Recreation Supt	15126	M48
Library Circulation Supervisor	10116	M14
Library Services Supervisor	10127	M26
Maintenance Services Manager	4543	M85

Attachment A

Management Accountant/Auditor	7136	M29
Management Analyst I	1544	M14
Management Analyst II	1547	M22
Management Analyst III	1550	M29
Network Services Coordinator	3110	M14
Parks Maintenance Supervisor	15223	M14
Parks Manager	15230	M44
Planning & Environmental Services Manager	13119	M81
Police Financial Manager	14118	M48
Police Records Manager	14115	M29
Police Records Supervisor	14117	M11
Principal Planner	13114	M44
Project Manager	13230	M40
Public Information Officer	2125	M38
Purchasing Agent	8313	M26
PW Construction Project Manager	13221	M38
Recreation Supervisor	15123	M19
Recruitment Supervisor	12117	M29
Recycling Manager	16128	M36
Redevelopment Project Manager	4201	M40
Redevelopment Services Manager	4205	M74
Senior Planner	13111	M32
Solid Waste Superintendent	16129	M66
Solid Waste Supervisor	16122	M19
Special Asst. to the City Manager	1206	M66
Streets Manager	17115	M44
Supervising Building Inspector	13210	M40
Supervising Civil Engineer	5136	M74
Systems Administrator	3103	M62
Systems Analyst I	3107	M29
Systems Analyst II	3109	M40
Systems Analyst III	3112	M51
Technical Services Manager	19149	M44
Telecommunications Coordinator	3125	M29
Traffic Engineer	18129	M59
Treasury Supervisor	7312	M11
Wastewater Collections Supervisor	19110	M14
Wastewater Maintenance Manager	19169	M32
Wastewater Maintenance Supervisor	19170	M19
Wastewater Operations Manager	19172	M32
Wastewater Operations Supervisor	19171	M19
Wastewater Superintendent	4541	M66
Water Programs Manager	20134	M51
Water Resources Manager	20138	M66

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF OXNARD
AND
OXNARD MID MANAGER'S ASSOCIATION

JULY 1, 2014 – JUNE 30, 2015

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by the City of Oxnard (City) and Oxnard Mid-Managers Association ("Association") as a result of meeting and conferring in good faith concerning wages, hours and other terms and conditions of employment, pursuant to the City's Employer-Employee Relations Ordinance and the Meyers-Milias-Brown Act (MMBA), California Government Code Section 3500 *et. seq.*

It is the intent of this MOU to establish and maintain fair, equitable, competitive, and sustainable wages, hours and other terms and conditions of employment that recognize the unique duties and organization context of mid-managers within the City's workforce.

ARTICLE 1 Recognition

This MOU shall apply to all City employees occupying or exercising duties in the City's "M" classification, listed in Attachment "A," including any further additions.

The term "members" hereinafter shall refer to bargaining unit members, unless otherwise designated.

ARTICLE 2 Term

This MOU shall be effective July 1, 2014 and shall remain in full force and effect through June 30, 2015.

ARTICLE 3 Salaries and Compensation

1. Cost of Living Adjustment

Effective the pay period commencing on October 11th, 2014, the City shall implement a three percent (3%) pay increase for all members.

2. Payroll Period - Biweekly

Wages are paid on a biweekly basis. The payroll checks or direct-deposit stubs for each pay period shall be issued to authorized representatives of City departments not later than the second Friday following the end of each biweekly pay period.

However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the last workday prior to the holiday.

3. Payment Upon Separation

All wages and applicable leave accruals due upon separation shall be paid by the end of the pay period after the member's separation.

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4. Promotions

The beginning base wage for promotions shall be at least five percent (5%) greater than the member's rate of pay prior to promotion, or, shall place the member at the bottom of the range of the position into which the member is promoted if five percent (5%) does not place the member into the range of the promotional position.

5. Merit Increases

When the City Manager determines, based upon a Department Director's recommendation, that a member has demonstrated an exceptional level of job performance and efficiency, the City Manager may increase the base wages for that employee.

This increase may exceed the top of the salary matrix established for the classification. The member understands and recognizes that any increase or portion that exceeds the salary plan range will not be PERSable.

6. Bilingual Pay

A Department Director may request that certain eligible members receive bilingual pay. A member shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.

A. Level I - Written and/or Conversational Bilingual. Members proficient in a second language must meet the following criteria:

- (i) The member must pass the bilingual competency test administered by the City, and
- (ii) The member shall provide basic oral translations as part of their regular job duties.

Members shall receive twenty-five dollars (\$25) per pay period for Level I competency.

B. Level II - Bilingual Translators. Members who pass a skills-based test administered by the City to demonstrate competency in written translation and oral interpretation.

- (i) The member shall provide advanced oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution

to City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive fifty dollars (\$50) per pay period for Level II competency.

ARTICLE 4 Reimbursements - Mileage, Tuition, and Damaged Personal Property

1. Mileage

When members are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, City shall compensate the employee as provided herein:

- A. Members shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

2. Tuition

A. Amount of Reimbursement/Conditions

City shall pay for seventy five (75%) percent of tuition, registration fees, laboratory fees, campus parking fees and books per City fiscal year for work-related courses provided by accredited academic institutions, subject to the following conditions:

Only full-time members shall be eligible for reimbursement. To be eligible, a member must complete and submit the tuition reimbursement pre-approval form to the Human Resources Department.

Courses that qualify for reimbursement are those that directly relate to the member's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher.

Courses that do not qualify for reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the member has already received, and those for which the member received reimbursement from any other source.

To receive reimbursement, the member must submit acknowledgement of a "C" or better to the Human Resources Department within thirty (30) days of completion of the course of study.

There shall be no obligation for City to re-schedule the work hours of any member to facilitate attendance at any course of study.

3. Personal Property

A. Conditions for Reimbursement

When, through no fault of their own, members have an item of personal property damaged or stolen while in the performance of City employment, and when that item is necessarily worn, carried or required as part of the job, the employee may submit a claim for reimbursement to the Human Resources Department. Such claim must be filed within five (5) working days after the loss occurred.

B. Amount of Claim

The minimum claim shall be for ten dollars (\$10) per loss. Claims of fewer than ten dollars (\$10) shall not be paid. The maximum amount City shall pay any employee is two hundred fifty (\$250) dollars in one calendar year.

C. Level of Reimbursement

Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the employee receives.

The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the employee receives.

The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar (\$10) minimum claim limit and the annual maximum payment of two hundred fifty (\$250) dollars.

Stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to the annual maximum of two hundred fifty (\$250) dollars. An employee shall be

reimbursed for such stolen or damaged watches subject to a ten dollar (\$10) deductible.

D. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, as well as tools and uniform items covered by a City allowance, will not be reimbursable.

ARTICLE 5 Insurance, Health & Wellness

1. Health Insurance

The City will provide current active employees with a cafeteria payment as provided below:

During the term of this MOU, the City shall contribute two hundred dollars (\$200.00) bi-weekly per member towards the employee's cafeteria plan allocation.

The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible members. An eligible member is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.

2. Dental Insurance

The City shall contribute the sum of thirty dollars and eighty three cents (\$30.83) biweekly to the member's dental insurance cafeteria plan for dental programs provided by the City. Regular full time members that are employees for more than ninety (90) days that "opt-out" will receive \$30.83 bi-weekly additional taxable income.

3. Life Insurance

The City shall continue to pay 100% of the premiums for Mid Management employee-only coverage as Basic Life Coverage (\$5,000) + 1x annual salary under the existing level of benefits for life insurance. The member may purchase additional life insurance coverage from the carrier at a discounted rate.

4. Long Term Disability Insurance

The City provides employees a long-term disability insurance program with coverage equal to 66 2/3% of basic monthly earnings up to \$6,000. The City shall contribute the monthly premium calculated for the member. The City shall provide each member under this program with a certificate of coverage upon request.

5. Flex Spending Plan

Members may participate in the voluntary Flex Spending Plan so long the plan is offered by the City and permitted under IRS rules and regulations.

6. Wellness Program

Members may participate in the City's Wellness Program set forth in Administrative Manual Section E-19.

ARTICLE 6 Retirement

1. CalPERS Defined Benefit Pension Plan

The Public Employees' Pension Reform Act of 2013 ("PEPRA") defines "Classic" and "New" Members.

"Classic" Members include employees hired prior to January 1, 2013, and those who are hired on or after that date who were already members of CalPERS or a public retirement system/plan with reciprocity with CalPERS and are hired by the City within six (6) months of separation from their prior CalPERS or such prior employment.

"New" Members are those employees who become members of a public retirement system for the first time on or after January 1, 2013 and who do not otherwise meet the tests for being defined as a "Classic" Member.

Benefits for "Classic" Members.

- A. The City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
- B. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- C. City shall pay the 7% percent member contribution directly to CalPERS. This payment shall not be considered wages by the City, but shall be made pursuant to Section 414(h) (2) of the Internal Revenue Code.
- D. City shall report to PARS as compensation earnable the City's payment of required employee retirement contributions to PERS.
- E. City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to PERS.

Benefits for "New" Members.

- A. New Members are covered by the two percent (2%) at age sixty two (62) retirement formula.
- B. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- C. New Members will pay a member contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan (currently 6.75%), as defined by CalPERS. This will be paid through a payroll deduction.
- D. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.

The City's contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all members.

2. PARS Supplemental Retirement Benefit Plan

City shall provide to all members hired prior to January 1, 2013 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.

The City's total contribution to PARS on behalf of members shall be equal to 5.63% of the wages upon which the member's retirement contributions are computed. Members' contribution is equal to 5%.

New employees hired on or after January 1, 2013, are not eligible to receive any PARS benefit.

3. Deferred Compensation

Members may participate in a deferred compensation program so long as such program is offered by the City.

ARTICLE 7 Leaves

1. Holiday Leave

A. Observed Holidays Include:

New Year's Day (January 1st)

Martin Luther King's Day (the third Monday in January)
 Presidents' Day (the third Monday in February)
 Cesar Chavez Day
 Memorial Day (the last Monday in May)
 Independence Day (July 4th)
 Labor Day (the first Monday in September)
 Veterans' Day (November 11th)
 Thanksgiving Day
 Christmas Day (December 25th)

B. Leave Hours

Members shall be credited with holiday leave hours for all City observed holidays based upon the assigned customary daily work schedule of the member sufficient to compensate the member for all hours regularly worked by such employee.

C. Day After Thanksgiving 2014

City will be closed on the day after Thanksgiving Day 2014.

D. Holidays on Weekends

City observed holidays that fall on Sunday shall be observed on the following Monday. City observed holidays that fall on Saturday shall be observed on the preceding Friday.

2. Promotion into the Bargaining Unit

Upon promotion into the bargaining unit, the member shall begin accruing annual leave pursuant to this Article.

3. Annual Leave

Annual leave is provided to all members in this unit. Members shall earn annual leave for each biweekly pay period of service or major fraction thereof, as set forth in the table below.

Years of Svc	Months of Svc	Biweekly Accrual	Annual Accrual	Max Accrual
Less than 5	0-59	6.24	162.24	324.48
5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40

10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10.16	264.16	528.32
13-14	156-167	10.46	271.96	543.92
14-15	168-179	10.77	280.02	560.04
More than 15	180+	11.78	306.28	612.56

Annual leave can be taken as earned. Annual leave may be carried forward to future calendar years in accordance with the following provisions.

- A. The maximum amount of annual leave a member may carry forward as of the last completed pay period in the calendar year shall not exceed twice the number of hours of annual leave that the employee currently earns in twenty-six (26) biweekly pay periods.
- B. The City Manager may waive the maximum amount of annual leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.
- C. Members who have accrued leave beyond the maximum allowable cap will have until March 14, 2015 to bring their accruals below the cap. During this period only, members will continue to accrue annual leave.
- D. Beginning on March 15, 2015, members who have accrued annual leave in excess of the applicable cap shall immediately cease any additional accruals until they fall below the cap.
- E. Beginning on March 15, 2015, members shall cease accrual of any additional leave hours beyond the maximum cap, beginning the pay period in which the member exceeds the maximum amount of leave, until the member's accrued leave is brought under the maximum allowable cap.
- F. Members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan during calendar year 2015. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department. This provision shall sunset as of June 30, 2015 and shall be subject to future negotiations between the parties.

- G. Prior to separation, members may elect to convert accrued and unused annual leave or vacation leave into cash for transfer into a City-sponsored Section 457(k) deferred compensation plan in their final year of employment with the City. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.

4. Grandfathered Reserve Leave Fund ("RLF").

The previously existing Reserve Leave Bank ("RLB") Program, including provisions that allow for the transfer of annual leave into RLB, is eliminated effective January 1, 2015.

Members who established a RLB prior to January 1st, 2015, and members who have excess leave hours as defined herein, shall have such leave "grandfathered" as a Reserve Leave Fund ("RLF") in accordance with the following terms.

- A. Members may use their RLF balance to cover leaves of absence, consistent with the terms governing the use of annual leave, as set forth in this Article.
- B. Members shall not be permitted to transfer any additional accrued leave into their RLFs, subject to the following one-time exception.
 - 1. Members with excess leave hours may establish a RLF and transfer those excess leave hours into their RLFs on a one time basis within thirty days of adoption of this MOU. "Excess leave hours" are hours which the City transferred into excess leave banks on or about November 11, 2014, and which remain in the member's excess leave bank at the time of adoption of the MOU. This one-time transfer of excess leave hours is subject to the previously allowable RLB cap of 1,560 hours.
- C. Excess leave hours that remain after this one-time transfer into RLF (i.e. that remain after maxing the allowable 1,560 hour RLF cap), are subject to the following terms.
 - 1. 80% of the remaining excess leave will be placed in a bank called "80% grandfathered excess leave bank account." This leave is available for use and has cash value as set forth in this paragraph. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance, if

any, will be cashed-out. The cash value is calculated at the member's pay rate as of December 4, 2014.

2. 20% of the remaining excess leave will be placed in a bank called "20% grandfathered excess leave bank account." This leave is available to use but will not have cash value. Members may use this leave as paid time off, on an hour for hour basis, while employed. Upon separation, the remaining balance will not be cashed out and instead will be forfeited.

D. Prior to taking leave, members shall inform the City which account the City shall charge leave to. In the absence of any designation, the City shall charge leave to Annual Leave.

5. Redemption

Members may cash out leave once a year in July or December as follows:

After five (5) regular full-time years of service, a member may receive pay in lieu of up to forty (40) hours of accrued leave.

After ten (10) regular full-time years of service, a member may receive pay in lieu of up to eighty (80) hours of accrued leave.

6. Payment Upon Separation

Any member who leaves City service shall be paid at the time of separation the then current cash value of all accrued and unused leave.

7. Administrative Leave

Each member accrues Administrative Leave each fiscal year. In the FY14-15, each member shall accrue fifty six (56) hours of Administrative Leave. The ability of members to accrue Administrative Leave beyond forty (40) hours shall sunset on June 30th, 2015 and shall be subject to future negotiations between the parties. In consideration of the City agreeing to continue this language until a subsequent MOU is negotiated after June 30, 2015, OMMA agrees to drop its Agency Shop Demand for the term of this contract.

Use of administrative leave is subject to operational necessity but shall not be unreasonably denied.

Additional administrative leave may be approved at the Department Director's discretion.

Administrative leave cannot be carried over to the next fiscal year and cannot be cashed out if unused at the end of the fiscal year in which it was granted.

This benefit shall be pro-rated for new members during the first year of hire or promotion.

8. Bereavement Leave

The Department Director/ Division Supervising Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the member's immediate family.

Immediate family shall include the following individuals related to the member or the member's spouse 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 member shall furnish to the Department Director/ Division Supervising Manager 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 shall be converted to leave without pay.

9. Industrial Disability Leave

Injury or illnesses arising out of and occurring in the course of employment will be administered under the Workers' Compensation Laws of the State of California.

Members may coordinate industrial disability leave with accrued leave balances to obtain full salary while on leave.

10. Leave Without Pay

The City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent member to his/her former position upon the member's return to work.

A member absent on authorized leave may return to work prior to expiration of the period of authorized leave upon written notice to the City Manager.

11. Jury Duty & Witness Leave

Jury Duty – if a member is called for jury duty, the member shall be granted a leave of absence with pay.

Witness Leave – if a member is called as a witness to testify in litigation as to matters arising out of or in the course of the scope of the member's employment, the member shall be granted a leave of absence with pay.

12. Military Leave

The City complies with the California Military and Veterans Code, the Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Oxnard City Council resolutions and policies applicable to City employees who are members of the Armed Forces of the United States.

ARTICLE 8 Fair Labor Standards Act

The City defines all members as "exempt employees" under the Fair Labor Standards Act.

ARTICLE 9 Labor/Management Committee

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern, including salary compaction. Meetings shall be held periodically at mutually agreed times and dates within fourteen (14) calendar days of any request, dependent upon availability of the parties.

ARTICLE 10 Grievances

Every effort should be made to resolve the grievance at the lowest possible level.

1. Definition

A "Grievance" is an allegation by a member claiming that the member has been affected adversely by a violation of the specific express terms of this MOU, and for which there is no specific method of review provided by Federal, State or local law.

2. Time Limits

Failure of City representatives to comply with time limits specified below shall entitle the employee to appeal to the next level of review. Failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except, however, the parties may, in writing, extend time limits by mutual written agreement in advance of expiration of the established time limit.

3. Informal Resolution

A member with a bona fide grievance concerning terms and conditions of employment shall informally discuss the grievance with the Department Director/ Division Supervising Manager or designee within twenty-one (21) business days from the date of the action causing the complaint, or from the date the incident is

first discovered, in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

4. Formal Grievance Procedure

If informal discussion does not resolve the grievance to the member's satisfaction, the member may file a formal grievance. The member, or a representative, shall reduce the grievance to writing and submit it to the member's Department Director/ Division Supervising Manager within ten (10) business days of receipt of the answer from the informal resolution procedure. The Department Director/ Division Supervising Manager shall further consider and discuss the grievance with the member and/or the member's representative, and shall, within ten (10) business days of having received the written grievance, submit a response in writing to the member.

5. Formal Grievance Appeal

If the written response does not result in a resolution of the grievance, the member may appeal the formal grievance by presenting it to the member's Department Director within ten (10) business days of receipt of the written response to the formal grievance. The Department Director may investigate the grievance and may set a meeting with the member, the member's designated representative and such other persons as deemed appropriate to consider the grievance. Within ten (10) business days of the meeting, the Department Director shall submit a response to the grievance to the member and the member's representative.

6. Administrative Appeal of a Formal Grievance

If the response by the Department Director does not result in resolution of the formal grievance, the member may appeal the grievance to the City Manager's Office within ten (10) business days of the member's receipt of the Department Director's response. The City Manager may set a meeting with the member, the member's designated representative, and such other persons as deemed appropriate to consider the grievance. Within twenty-one (21) business days of receipt of the formal grievance, the City Manager will submit a response to the member and the member's representative.

ARTICLE 11 Discipline

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular non-probationary members taken for disciplinary reasons.

2. Pre-Deprivation Due Process - Notice of Intent

Within ten (10) working days of receipt of a notice of intent to impose disciplinary action, a member may respond orally or in writing. The member may also request a meeting with the person proposing the disciplinary action.

In accordance with state law, the notice of intent shall include, at a minimum, the notice of the proposed action, the reasons therefore, a copy of the charges and materials upon which the action is based, and the right to respond orally or in writing, to the authority initially imposing discipline.

3. Post Deprivation Due Process - Advisory Arbitration

Within ten (10) working days of the receipt of a notice imposing a disciplinary action, a member may file an appeal to advisory arbitration.

The parties, or their designated representatives, in good faith shall attempt to agree on an arbitrator. 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 a list of seven (7) arbitrators. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- A. The relevant MOU language and applicable City rules and regulations,
- B. The precise issue(s) submitted, including what is the remedy, and
- C. Federal, State and local law.

The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten working days before the notice of intent was issued and/or the member was placed on administrative leave, whichever is earlier.

The arbitrator shall issue a decision within thirty (30) calendar days unless additional time is granted by the parties. The decision shall be submitted to the City Manager with copies to all parties. The City Manager may adopt, reject, or modify the arbitrator's decision. The City Manager's determination shall be rendered in writing within twenty-one (21) calendar days of receipt of the arbitrator's decision. The City Manager's determination constitutes a final administrative action by the City subject to judicial review pursuant to Code of Civil Procedure §1094.5.

If the employee is represented by an Association, the cost of the arbitrator shall be borne equally by the parties. If the employee is not represented by an Association, the arbitrator's charges shall be borne by the City.

ARTICLE 12 Reduction in Force

1. Definitions

For purposes of this Article, "City Length of Service" is defined as the member's total continuous service in regular City employment.

2. Impact Bargaining

The City shall promptly notify the Association of the proposed RIF and extend meaningful opportunity for the Association to meet and confer over the negotiable effects of the proposed action.

3. Procedure

The City shall identify those classifications within departments to be reduced.

4. Notification

All members to be laid off shall be given written notice no less than thirty (30) calendar days before the effective date of the layoff.

The written notice shall specify the member's displacement (bumping) rights, if any, as well as state the member's reinstatement and/or reemployment rights.

5. Order

Once the classifications to be reduced have been identified, the City shall determine the employee(s) in the identified classification(s) to be laid off in the following order, if there is more than one (1) employee in a classification designated for layoff:

- A. Employees who are temporary
- B. Employees in limited-term positions in reverse order of their City Length of Service
- C. Employees serving an initial probationary period with the least continuous City Length of Service.
- D. Employees serving a promotional probationary period with the least continuous City Length of Service.
- E. Employees with the least continuous City Length of Service.
- F. If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly

determined by the City.

6. Displacement Rights

Members who are designated to be laid off and have previously held regular status in another classification may displace members occupying positions in the previously held classification provided that the member exercising the displacement privilege has greater continuous City Length of Service than the member currently in the classification to which the member is seeking a position.

If the member did not complete a probationary period in the previously held classification, then no displacement rights accrue to that member for that classification.

Conditions which affect displacement rights are as follows:

- A. A member's displacement rights shall be calculated to each previously held classification in reverse of the order in which the member was employed until a displacement right is determined or the City determines that no displacement right exists. A member does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.
- B. The member exercising the displacement right will displace members in previously held classifications in the same order as specified herein.
- C. A member must exercise the member's displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City. If the displacement right is not exercised within the specified time period, the right is forfeited.

7. Demotion in lieu of Displacement

- A. Upon request of a member and with the City's approval, a regular full time member, not in a probationary status, may be permitted to demote into a vacant authorized position within this bargaining unit, only if the City establishes that the member meets all the requirements of the classification.
- B. All members who are demoted within this bargaining unit will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the member occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the member's base wage prior to demotion.

- C. Any member subject to a demotion who has not previously completed the probationary period in the classification to which the member is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

8. Transfer

- A. The City may transfer a regular member in non-probationary status to a vacant authorized classification within this bargaining unit if the City has established that the member is qualified and technically capable of performing the duties of the classification.
- B. A member who is transferred will be paid base wages equal to the member's base wages prior to transfer. Any such member who does not accept a transfer within five (5) working days after notice of transfer is given will have forfeited the member's ability to transfer to that classification.
- C. Any member subject to a transfer who has not previously completed the probationary period in the classification to which the member is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

9. Reinstatement

A member who is demoted as a result of a reduction in force shall have the member's 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 members on this reinstatement list.

10. Reemployment

A member who has been laid off shall have the member's name placed on a reemployment list for classifications in which the member previously held and for classifications at the same or lower salary range for which the member qualifies in the order of the City Length of Service.

Vacant positions in such classifications will be offered to members on the reemployment list after members on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

11. Duration of Lists

The member's name shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff.

A member not responding to written notification of an opening within nine (9) working days shall have the member's name removed from either the reemployment list or reinstatement list.

12. Restoration of Benefits

A member will have the following benefits restored if re-employed by the City within 2 years of separation due to a reduction in force:

- A. Seniority at time of layoff for purposes of determining step increases, vacation leave accrual, and future layoff priority.
- B. Base wages paid to a member 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 member held at the time of layoff. If the member chooses to be reemployed in a classification which has a salary range lower than the classification from which the member was laid off, then the base wages shall be those at the step in the lower salary range that is closest to the member's base wages immediately prior to layoff, then the member shall receive the maximum base wages provided in such salary range.

13. No Credit for Earlier Service in Classification

Under any circumstances, a member subject to a demotion or transfer who has not previously completed the probationary period in the classification to which the member is demoted or transferred shall serve the applicable probationary period for the classification to which the member is demoted or transferred without credit for the earlier service in the member's prior classification.

14. Severance

Members who are laid off will be offered the following severance package:

- A. One (1) week of salary for each year of service, plus one additional week with a maximum benefit of thirteen (13) weeks of salary. A partial year of service will be rounded up to the next whole year.
- B. Six (6) months of the average monthly Cafeteria Payment provided to all employees, to allow for continuation of health insurance coverage.
- C. One (1) month of access to professional outplacement services.

ARTICLE 13 Resignation

1. Advance Notice

A member may resign from City service at any time. A member resigning from City service, however, shall give a minimum of two (2) weeks' notice to the member's Department Director/ Division Supervising Manager in order to enable City to make proper provisions for filling the member's position. If the member fails to provide at least two (2) weeks' notice, the City may enter a notation of that fact in the member's personnel file.

2. Forfeiture of Privileges

Upon resignation, the member shall forfeit all seniority and employment privileges allowed by this MOU and applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

A member who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in the City Manager approves reinstatement, the applicant may be reemployed in the same job classification as occupied upon resignation.

ARTICLE 14 Outside Employment

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by members, particularly where there is a potential that such employment would impair a member's ability to perform the member's City duties.

2. Prohibiting Conditions

Members are prohibited from holding employment or occupations other than City service when the following conditions may result:

A. The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or

B. The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. Authorization

A written request on the designated City form duly completed must be provided by the employee to the Department Director for approval of any other-than-City

employment. Such employment may not be undertaken without prior written approval of the Department Director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A Department Director may order an employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

ARTICLE 15 No Strikes

1. The Association, its officers, agents, representatives, and/or members agree that during the term of this Agreement, they will not cause or condone any unlawful strike, walkout, slowdown, sick-out, or any other unlawful job action by withholding or refusing to perform services.
2. Any employee who participates in any conduct prohibited in Section 1 above shall be subject to termination by the City.
3. In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities listed below in Section 1, above, the City may suspend any and all of the rights, privileges, accorded to the Association under the Employer-Employee Relations Resolution in this MOU, including but not limited to suspension of the Grievance Procedure and dues deduction.
4. In the event that the Association, its officers, agents, representatives, or members engage in any of the conduct prohibited in Section 1, above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and unlawful, and they must immediately cease engaging in conduct prohibited in Section 1 above, and return to work.

ARTICLE 16 City Rights

1. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City, as such rights existed prior to the execution of this MOU. The City may exercise its management rights unilaterally without the obligation to meet and confer on the decision to exercise such rights. However the City shall meet and confer on the impact thereof pursuant to Section 2 of this Article. The sole and exclusive rights of management, as they are not abridged by this MOU or by law shall include, but not be limited to, the following rights:

- A. To manage the City generally and to determine the issues of policy;
 - B. To determine the existence or nonexistence of facts which are the basis of the management decision;
 - C. To determine the necessity of organization of any service or activity conducted by the City and expand or diminish services;
 - D. To determine the nature, manner, means and technology and extent of services to be provided to the public;
 - E. Methods of financing;
 - F. Types of equipment or technology to be used;
 - G. To determine and/or change the facilities, methods, technological means, and size of the work force by which the City operations are to be conducted;
 - H. To determine and change the number of locations, relocations and type of operations, processes and materials to be used in carrying out all City functions including, but not limited to, the right to contract or subcontract any work or operation of the City to the extent permitted by law;
 - I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
 - J. To establish and modify productivity and performance program and standards;
 - K. To relieve employees from duties for lack of work, or funds, or similar non-disciplinary reasons;
 - L. To discharge, suspend, demote, or otherwise discipline classified non at will employees for proper cause;
 - M. To determine job classification and to reclassify employees;
 - N. To hire, transfer, promote and demote employees for non-disciplinary reasons;
 - O. To determine and administer policies, procedures and standards for selection, training, and promotion of employees;
 - P. To establish employee performance standards including, but not limited to, qualification and quantity standards and to require compliance therewith;
 - Q. To maintain order and efficiency in its facilities and operations;
 - R. To establish and promulgate and/or modify Rules and Regulations to maintain order and safety in the City which are not in contravention with this MOU;
 - S. To take any and all necessary action to carry out the mission of the City in emergencies.
2. Except in emergencies, or where the City is required to make changes in its operations because of the requirements by law, whenever the exercise of management's rights shall impact on employees of the Association, the City agrees to meet and confer with representatives of the Association regarding the impact of the exercise of such rights. By agreeing to meet and confer with the Association as

to the impact of the exercise of any of the foregoing City rights, management's discretion in the exercise of these rights shall not be diminished.

ARTICLE 17 Association Rights

1. Release Time for Representatives

City agrees that association representatives have the right to paid release time for the time spent representing a member under the grievance procedure and the disciplinary action procedure herein subject to the following:

- A. Association may designate up to eight (8) members as Representatives and shall in writing notify the City Manager and Human Resources Director of such designations. City has no obligation to change or adjust normal program scheduling or assignments of members as a result of such designations.
- B. One such designated representative may, without loss of pay or benefits, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors or other non-bargaining association management staff; gather information; or interview the subject member or witnesses. Attendance is subject to permission of the representative's Manager. Denial of attendance at meetings, hearings, or other member related activities shall be based upon operational needs and shall not unreasonably be denied.
- C. Representatives and/or officers, with immediate supervisor approval, may leave to attend employer-employee relations seminars. Such approval shall not be unreasonably denied. The representatives and/or officers may elect to use accrued leave to be paid for the absence.

2. List of Members

Upon request, not to exceed once each calendar quarter, the City shall provide association with a list of members, their membership status, their address and telephone number, their classifications and departments, and updates as to transfers, promotions, new City employees, and separations from service within the Association.

The City shall notify the Association of all new appointments of persons to the bargaining unit, whether said appointment or assignment is on a permanent basis or on an interim or other temporary or non-permanent basis. Notice shall be as soon as reasonably practicable, but not to exceed sixty (60) days from the date of appointment.

3. Payroll Deductions & Membership Dues

ATTACHMENT 2

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- A. Members may execute a written authorization for dues deduction. City shall deduct dues from their paychecks and transmit promptly those dues to the Association.
- B. City shall deduct from the biweekly paycheck of members the regular periodic membership dues (as certified in writing to the City Manager by an authorized official of association), and the cost of regular periodic association-sponsored benefits or other voluntary deductions, pursuant to receipt of the City's deduction authorization form, duly completed and signed by the members. City shall transmit such deductions biweekly to the association.
- C. Dues deductions shall be made only when the association member's earnings for a pay period are sufficient after other legally required deductions are made.
- D. City and Association agree that City assumes no liability on account of any actions taken or not taken pursuant to this section.

4. Meeting Locations

- A. Upon request, City may provide association with a location for a meeting to occur outside working hours of the attendees, provided the space is available and association complies with all City and department rules, policies, and directions.
- B. Meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or designee, and will indicate the date, time and general purpose of the meeting for which the facilities are being requested.
- C. Association understands and agrees that the City Manager or designee may deny the request when the purpose of the meeting makes such use inappropriate.

5. Distribution of Association Materials

A. Bulletin Boards

City agrees that association may use designated bulletin boards or portions of boards in each work location in which members work. City and association shall jointly identify bulletin board space. Posted materials may include notices of association meetings, association news, and appointments and results of elections or ratification votes.

A copy of all material to be displayed upon bulletin board shall be provided to the Director of Human Resources upon request. If the Director objects to the material, the Director shall notify association staff. In such event, the materials shall not be placed on the bulletin board, based upon the Director's objections. Association is responsible for posting and removal of material on the designated bulletin board and for the neat and orderly maintenance thereof.

B. City Email

Association shall, with the approval of the City Manager or designee, have the use of the City email for the purpose of communication of association business including, but not limited to, scheduling joint meetings and appointments and informing members of possible tentative agreements.

ARTICLE 18 Employee Rights

1. Review of Personnel Actions

Employees shall have the opportunity to review their performance evaluations with their Manager. If, after review, the employee disagrees with the Manager's assessment, the employee may provide a written response within thirty (30) days of the meeting, explaining the difference of fact or opinion. The employee's response shall then be attached to the performance evaluation.

2. Personnel File Inspection

A member shall have the right to inspect the contents of the member's personnel file, or may designate in writing a representative to inspect the member's file.

3. Non-Interference in Administrative Affairs.

Except to respond to inquiries, a member shall not be required to carry out orders directly from a City Councilmember. Instead, the member must consult and follow the direction of the City Manager or department head. All communications from Council members about the administration of the City must only be made through the City Manager. A member shall be free from coercion or influence by a City Councilmember in respect to any contract, purchase of supplies or any other administrative action.

ARTICLE 19 Miscellaneous Terms

1. Personnel Rules & Regulations

This MOU incorporates by reference the City's Personnel Rules & Regulations, except insofar as it is superseded specifically by this MOU. Any inconsistency

between the Personnel Rules & Regulations and this MOU shall be interpreted in favor of this MOU.

2. Administrative Manual

This MOU incorporates by reference the City's Administrative Manual, except insofar as it is superseded specifically by this MOU. Any inconsistency between the Admin Manual and this MOU shall be interpreted in favor of this MOU.

3. Prior Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City and association. It is intended to supersede all prior MOUs, or contrary provisions of the Administrative Manual and/or Personnel Rules & Regulations.

Any benefits contemplated by the Administrative Manual and/or Personnel Rules & Regulations, in addition to the benefits in the MOU, are incorporated by reference under section 2 and section 3 above.

4. No Meet and Confer Requirement

Except as expressly provided in this MOU, by law, or by mutual agreement, neither the City nor the association shall be required to meet and confer during the term of this MOU on subjects within the scope of representation.

Nothing in this MOU shall release the City from the meet and confer process as required by State law on issues not addressed in the MOU, or regarding matters subject to impact bargaining if requested by the association.

5. Complete Agreement

This MOU constitutes the total and entire agreement between the City and association. No verbal statement shall supersede any of the MOU's provisions.

6. Savings Clause

If the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, the City and association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

7. Successor MOU

Either party shall notify the other, in writing, of its desire to negotiate a successor MOU. Within 7 days of receipt of notice, the parties and/or their representatives shall coordinate the scheduling of negotiation sessions. Both parties agree "writing" includes email communications. The City and association shall then

commence meet and confer concerning modifications, additions revisions, and/or deletions proposed by the parties as are within the statutory scope of meet and confer and in accordance with State law and the Oxnard City Code.

Dated _____ of February ___, 2015

For the City of Oxnard

For the Oxnard Mid Managers Association

Cynthia Fortson,
president

APPROVED AS TO FORM:

Stephen Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 14,717 AND ESTABLISHING RULES FOR THE
APPLICATION OF COMPENSATION RATES AND BENEFIT LEVELS FOR
UNREPRESENTED EXECUTIVE, UNREPRESENTED MID-MANAGEMENT
AND UNREPRESENTED CONFIDENTIAL EMPLOYEES FOR FY2014-15

RESOLVED, by the City Council of the City of Oxnard, as follows:

Section I. Applicability

- A. General. The provisions of this Resolution shall be applicable to both classified and unclassified services of the City of Oxnard, provided, however, that if any provisions of a Memorandum of Understanding or employment contract adopted and approved by the City Council under chapter 3, Article II, sections 3-50 and 3-76 of the Code of the City of Oxnard, California (the "City Code") and currently in effect are clearly and specifically in conflict with any rule contained in this resolution, the provision in such Memorandum of Understanding or employment contract shall prevail.
- B. Council Authority Necessary to Amend Resolution. Any exception to these provisions must be authorized by the City Council prior to the action, or in the case of a bona fide emergency, at the next scheduled City Council meeting following the action. Actions are submitted through the agenda process by the City Manager or the Human Resources Director, as applicable, in open session or through the City Attorney in closed session as permitted under the Brown Act and ultimately placed on the City Council's open agenda prior to final approval. California Constitution Article XI incorporates the concept derived from principles of public accountability that government employees should not be paid for time not worked, for services not performed or authorized due to the need to be accountable to the taxpayers for the expenditure of public funds. (Contravention of this provision is referred to as a "gift of public funds.") Therefore, the City, as a subdivision of the State, must abide by the provisions of this Section in its compensation policies and practices.
- C. Unrepresented Employees. Sections IV through XIII of this Resolution apply only to Unrepresented Executive Employees, Unrepresented Mid-management Employees, Unrepresented Confidential Employees and/or all other positions not represented by any recognized employee organization. "Unrepresented Executive Employee(s)" shall have the same meaning as the term "Employee, Management" in chapter 3, Article II sections 3-37(E) and 3-63(E) of the City Code. "Unrepresented Confidential Employee(s)" shall have the same meaning as the term "Employee, Confidential" in chapter 3, Article II sections 3-37(D) and 3-63(D) of the City Code. "Unrepresented Mid-Management Employee(s)" shall be defined as employees falling within the definition of

“Unrepresented Confidential Employee(s)” whose job classifications are listed on Exhibit 2 to this Resolution. The term “employees” as used in Sections IV through XIII of this Resolution shall be defined to include Unrepresented Confidential Employees, Unrepresented Mid-Management Employees and Unrepresented Executive Employees.

Section II. Hours of Work

A. Core Business Hours

- i. The City’s core business hours are 8:00 a.m. to 6:00 p.m., Monday through Friday, with City offices being closed on alternating Fridays. Employees who work in departments with 24-hour operations shall be excluded from this section. Employees subject to this section are expected to be on-site during core business hours, regardless of their status as exempt or non-exempt employees.

B. Work Schedules

- i. The City work schedules include 3/12, 4/10, and 9/80. The City shall establish and modify work schedules for all employees based on operational necessity to provide services to the public.

- C. Full time employees are employees who are regularly scheduled to work forty (40) hours per workweek. Part time employees are employees who are regularly scheduled to work less than forty (40) hours per workweek.

D. Recording of Time

- i. Employees are required to record all hours worked and leave taken on City-provided time sheets. This provision applies to both exempt and non-exempt employees. Any exempt employee working less than eighty (80) hours in a given pay period must utilize accrued paid leave time in order account for such shortfall in hours. 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.

Section III. Nepotism

- A. 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 the Director of Human Resources.

Section IV. Salaries

A. Salary ranges for Unrepresented Confidential Employees, Unrepresented Mid-Management Employees, and Unrepresented Executive Employees are set forth on Exhibits 1, 2 and 3 respectively. The rates in Exhibit 1 are listed in dollars per hour. The rates in Exhibits 2 and 3 are listed in dollars per hour, as well as bi-weekly, monthly and annual rates. Effective the pay period commencing on October 11th, 2014, the City shall implement a three percent (3%) pay increase for all Unrepresented Mid-Management Employees and Unrepresented Executive Employees, with the exception of the City Manager and the City Attorney. Amended salary schedules for Unrepresented Mid-Management Employees and Unrepresented Executive Employees shall be made available to the public on the City's website as soon as administratively possible following adoption of this Resolution.

B. Salary ranges for represented employee groups are listed in their respective memoranda of understanding.

C. Wages for Temporary and Part-Time Employees

- i. Temporary and part-time employees shall be paid on an hourly basis for hours actually worked, subject to the provisions of section IV.E and/or the Fair Labor Standards Act, which provides for overtime compensation for hours worked in excess of 40 per workweek.
- ii. 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.
- iii. 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.

D. Pay Periods

- i. Each pay period shall cover fourteen (14) consecutive calendar days and there shall be twenty-six pay periods per calendar year.

E. Exempt Employees

- i. 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.
- ii. 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.

- iii. Employees exempt from overtime are subject to the requirements related to recording of time worked and time spent on paid leave set forth in section II.C.

F. Salary Upon Employment

- i. 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.
- ii. 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.

G. Salary Upon Reinstatement Following Voluntary Separation

- i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has resigned from City service in good standing may apply for reinstatement within one year of his or her resignation to the position he or 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.
- ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

H. Salary and Benefits Upon Restoration or Reemployment Following Reduction in Force

- i. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who is demoted as a result of a reduction in force shall have the employee's 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 employees on this reinstatement list.
- ii. An Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee who has been laid off shall have his or 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.

- iii. Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:
 - a. Seniority at time of layoff for purposes of determining step increases, annual leave accrual and future layoff priority.
 - b. 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 which 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, then the employee shall receive the maximum base wages provided in such salary range.
- iv. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

I. Duration of Lists

- i. The name of an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff. Such an employee who does responding to written notification of an opening within nine (9) working days shall have the employee's name removed from either the reemployment list or reinstatement list.
- ii. This provision shall not apply to Unrepresented Executive Employees or any other employee who is employed on an "at will" basis.

J. Salary Upon Promotion

- i. 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.

Section V. Overtime and Compensatory Time Off for Unrepresented Confidential Employees

- A. Unrepresented Confidential 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 or her supervisor to work in excess of forty (40) hours in a single FLSA work period. Overtime compensation shall be paid at one-and-one half

times his or her regular rate of pay, which includes base wages, bilingual pay, longevity pay, confidential pay and educational incentive pay, as applicable.

- B. Unrepresented Confidential 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 hours for each overtime hour worked, up to a maximum accumulation of eighty (80) hours. The request for compensatory time off in lieu of payment for overtime worked shall be made at the time the overtime is worked. The City shall automatically cash out any compensatory time off accruals in excess of eighty (80) hours during the month of July.

Section VI. Other Compensation Provisions

A. Mileage for Travel Outside City Limits

- i. When employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so 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, City shall compensate the employee. Employees shall make claims for mileage compensation that are consistent with current IRS rates on City designated forms.

B. Confidential Pay

- i. Unrepresented Confidential Employees shall be entitled to a specialty pay equal to 5% of their base wages.

C. Bilingual Pay

i. Rate of Bilingual Pay

- a. A regular, full-time Unrepresented Confidential Employee may receive bilingual pay at the rate of twenty dollars (\$20.00) biweekly to the extent the employee is required to provide bilingual services as determined by the City Manager or designee.

ii. Conditions for Receipt

- a. Bilingual pay shall be paid subject to the employee satisfying the following conditions:
1. The employee’s position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:
 - i. The predominant and primary focus of the position is to communicate in person or by telephone with members of

the public in connection with providing City services and the employee on a regular ongoing basis in the course of carrying out usual job duties, is called upon to utilize a language other than English in communicating with the members of the public, or

- ii. On a regular, daily basis the employee is called upon by the City to provide a language other than English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees; or
- iii. The employee is determined by the City Manager or designee to be fluent in a language other than English and the employee possesses and displays a sensitivity for the cultural needs of the City's other than English speaking population.

D. Longevity Pay

- i. Unrepresented Confidential Employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one (1%) percent of the base wages paid to the employee. Unrepresented Confidential Employees who have completed ten (10) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of two (2%) percent of the base wages paid to the employee. Unrepresented Confidential Employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of three (3%) percent of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to the employee.

Section VII. Holidays

A. Observed holidays include:

New Year's Day (January 1st)
Martin Luther King's Day (the third Monday in January)
Presidents' Day (the third Monday in February)
Cesar Chavez Day (March 31)
Memorial Day (the last Monday in May)
Independence Day (July 4th)
Labor Day (the first Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day
Christmas Day (December 25th)

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.

B. Work on Holidays

- i. Unrepresented Confidential Employees required to work on a City-observed holiday shall be paid one and one-half their regular rate of pay for hours actually worked, or receive compensatory time off, subject to the accrual cap set forth in Section V, at the rate of one and one half 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.

C. Holidays on Weekends

- i. City observed holidays that fall on Sunday shall be observed on the following Monday. City observed holidays that fall on Saturday shall be observed on the preceding Friday.

Section VIII. Paid Leaves

A. Annual Leave

- i. Accrual Levels

Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accrual	Maximum Accrual
< 5	0-59	6.24	162.24	324.48
5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40
10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10-16	264.16	528.32
13-14	156-167	10.46	271.96	543.92
14-15	168-179	10.77	280.02	560.04
> 15	180+	11.78	306.28	612.56

Unrepresented Executive Employees will accrue annual leave based on the following schedule:

Years of Service	Months of Service	Biweekly Accruals	Annual Accrual	Maximum Accrual
<2	0-23	7.16	186.16	372.34
2-5	24-59	9.62	250.12	500.24
5+	60+	12.08	314.08	628.16

ii. Usage

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

iii. Maximum Annual Leave Accrual

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

iv. Redemption

- a. After five (5) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to forty (40) hours of annual leave provided that funds are allocated to cover these costs in the employee's department's budget and that such employee has taken at least forty (40) hours of annual leave in the preceding twelve (12) months.
- b. After ten (10) years of regular full-time service, an Unrepresented Confidential Employee or an Unrepresented Mid-Management Employee may receive pay in lieu of up to eighty (80) hours of annual leave provided that funds are allocated to cover these costs in the employee's department's budget and that such employee has taken at least eighty (80) hours of annual leave in the preceding twelve (12) months.
- c. Any Unrepresented Executive Employee, regardless of full-time years of service, may receive pay for redemption of up to 120 hours of annual leave during each calendar year.
- d. All requests for annual leave redemption must be made by the employee, in writing, using a City form and, said requests must be submitted to the City's payroll department during the months of July and December for the employee to receive the redemption.

- e. Pay under this subsection shall be calculated based on base wages, longevity pay, educational incentive pay, confidential pay, and bilingual pay, as applicable.
- v. Payment Upon Separation
 - a. Any employee who leaves the service of the City shall be paid for accrued annual 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.
- vi. Discontinuance of Reserve Leave Program and Treatment of Accrued Reserve Leave.
 - a. If an employee were previously permitted to create and maintain a reserve leave bank, such employee's reserve leave bank balance will remain available for use by employees as annual leave, subject to the conditions for use set forth in this section. Employees will no longer be permitted to add additional hours to their reserve leave banks and new employees will not be permitted to create reserve leave banks.

B. Administrative Leave

- i. Full time Unrepresented Mid-Management Employees in permanent positions who classified as "exempt" for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted forty (40) hours of administrative leave.
- ii. Full time Unrepresented Executive Employees in permanent positions who classified as "exempt" for purposes of the Fair Labor Standards Act, such that they are not eligible for payment of overtime or an equivalent amount of compensatory time off shall be granted administrative leave. At the start of each fiscal year, such employees will be granted eighty (80) hours of administrative leave.
- iii. Administrative leave not taken during the fiscal year in which it is granted shall not be carried over to the subsequent fiscal year; employees shall not be permitted to maintain an administrative leave balance in excess of forty (40) hours for Unrepresented Mid-Management Employees or eighty (80) hours for Unrepresented Executive Employees.
- iv. Administrative leave shall be scheduled at the convenience of the employee's department and must be approved by the employee's supervisor prior to its use.

C. Bereavement Leave

- i. The Department Director/ Division Supervising Manager 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.
- ii. Immediate family shall include the following individuals related to the employee or the employee's spouse 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.
- iii. Immediately upon return from bereavement leave, the employee shall furnish to the Department Director/ Division Supervising Manager 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 shall be converted to leave without pay.

D. Workers' Compensation

- i. 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.

E. Military Leave

- i. Employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code, or as otherwise enhanced by City Council action.

F. Jury Duty and Court Appearances Within Scope of Duties

- i. Conditions

If an employee is called for jury duty or 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 that:

- a. The employee's supervisor has been notified by the employee of the jury duty summons or witness subpoena.
- b. The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:

1. An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.
2. An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.
3. 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.

ii. Amount Limited

- a. The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

Section IX. Health and Welfare Benefits

A. Health Insurance

- i. The City offers affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible employees. An eligible employee is one who qualifies under the Look Back Measurement Safe Harbor (average of 30 hours per week), as adopted by Resolution and implemented under the City's implementation plan.
- ii. The City offers health coverage under the Public Employees' Medical and Hospital Care Act ("PEMHCA"). In accordance with the requirements of PEMHCA, the City shall make a direct contribution of \$122 per month towards active employees' health care costs in calendar year 2015. This amount is equal to the statutory minimum contribution set by CalPERS and is subject to change as further required by CalPERS.
- iii. In addition to the direct PEMHCA contribution described above, the City will make an additional contribution towards a cafeteria plan for active employees. The City's cafeteria plan contribution for Unrepresented Executive Employees shall equal \$242.31 per bi-weekly pay period and shall equal \$200.00 per bi-weekly pay period for Unrepresented Confidential Employees and Unrepresented Mid-Management Employees.

B. Dental Insurance

- i. The City shall contribute the sum of thirty dollars and eighty three cents (\$30.83) biweekly to the employee's dental insurance cafeteria plan for dental programs provided by the City. Regular full time employees that are employees for more

than ninety (90) days and who "opt-out" of dental coverage will receive \$30.83 bi-weekly additional taxable income.

C. Flex Spending Plan

- i. Employees may participate in the voluntary Flex Spending Plan so long the plan is offered by the City and permitted under IRS rules and regulations.

D. Wellness Program

- i. Employees may participate in the City wellness program for so long as the City maintains a wellness program.

Section X. Deferred Compensation

Employees shall be permitted to participate in the City's section 457 deferred compensation plan for as long as such a plan is maintained by the City. Unrepresented Confidential Employees and Unrepresented Mid-Management Employees will also have the option to convert up to forty (40) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year. Unrepresented Executive Employees will have the option to convert up to eighty (80) hours of accrued vacation or annual leave for deposit into a section 457 deferred compensation plan each calendar year.

Section XI. Family and Medical Leave

Employees shall be permitted to request leave pursuant to, and consistent with, the Family and Medical Leave Act and any applicable City policy.

Section XII. Retirement

A. CalPERS Retirement for Miscellaneous Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. The City shall pay the 7% percent employee contribution directly to CalPERS in FY2014-15. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to PERS.

B. CalPERS Retirement for Miscellaneous Employees Hired on or after January 1, 2013

- i. "New Members", as defined by the Public Employees' Pension Reform Act ("PEPRA") are covered by the two percent (2%) at age sixty two (62) retirement formula.
- ii. New Members' retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.
- iv. The City has adopted the CalPERS resolution in accordance with IRS Code section 414(h)(2) to ensure that the employee contribution is made on a pre-tax basis.
- v. The City's contract with CalPERS contains the Fourth Level Survivor Benefit and Military Service Credit for all employees.

C. CalPERS Retirement for Safety Employees Hired before January 1, 2013

- i. The City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.
- ii. The City's contract with CalPERS provides for the "Single Highest Year" retirement benefit.
- iii. City shall pay the 9% percent employee contribution directly to CalPERS in FY2014-15. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of required employee retirement contributions to PERS.

D. CalPERS Retirement for Safety Employees Hired on or after January 1, 2013

- i. The City's contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.
- ii. New Members retirement benefit will be based on the highest 36 consecutive months of compensation earnable.
- iii. New Members of the City's police retirement plan will pay an employee contribution to PERS at the rate of fifty percent (50%) of the total "normal cost" of the plan as defined by CalPERS. This amount may change from year to year, as determined by CalPERS. This employee contribution will be paid through a payroll deduction.

E. PARS Contribution

- i. City shall provide to all miscellaneous Unrepresented Confidential Employees, miscellaneous Unrepresented Mid-Management Employees and miscellaneous Unrepresented Executive 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.
- ii. The employees' contribution to PARS shall be eight percent (8%) of the wages upon which the employee's retirement contributions are computed. The City shall pay three percent (3%) of the employee contribution in FY2014-15 for Unrepresented Mid-Management Employees, in addition to the actuarially calculated employer contribution. Unrepresented Mid-Management Employees shall contribute the remaining five percent (5%) in FY2014-15. The City shall pay two point five percent (2.5%) of the employee contribution in FY2014-15 for Unrepresented Confidential Employees, in addition to the actuarially calculated employer contribution. Unrepresented Confidential Employees shall contribute the remaining five point five percent (5.5%) in FY2014-15.
- iii. City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) the City's payment of the required employee retirement contributions to PERS.
- iv. Employees hired on or after January 1, 2013, who are "new members" as defined in PEPPRA, including "classic" employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

Section XIII. City 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 determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and department directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

Section XIV. Severability

It is understood and agreed that this Resolution is subject to all current and future applicable Federal and State laws and regulations and the current provisions of the City Municipal Code. If any part or provision of this Resolution 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 this Resolution shall not be affected. If any part or provision of this Resolution is suspended or superseded part or provision with the understanding that the total compensation to employees under this Resolution shall not be reduced or increased as a result of this Section.

Section XV. Conflicting Resolutions

All resolutions, parts of resolutions, or City policies and procedures in conflict with this resolution, except as such resolutions or parts thereof approve a Memorandum of Understanding, are hereby repealed. **Specifically, this resolution hereby supersedes Resolution No. 14,717, adopted by the City Council on February 10, 2015.**

Section XVI. Effective Date

This resolution shall become effective following adoption by the City Council in accordance with the Brown Act. This resolution shall remain in full force and effect unless and until amended, repealed or otherwise modified by the City Council in accordance with the Brown Act.

PASSED AND ADOPTED THIS 24 day of February, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

cc: All City Department Heads

ATTACHMENT 3
PAGE 16 OF 16



Meeting Date: 02-24-15

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager ^{KH} Agenda Item No. K-3Reviewed By: City Manager JM City Attorney SMF Finance JD Other N/A**DATE:** January 21, 2015**TO:** Community Development Commission Successor Agency**FROM:** Kymberly Horner
Interim Redevelopment Services Manager **SUBJECT:** Adoption of the Recognized Obligation Payment Schedule for the Period July 1, 2015
– December 31, 2015

RECOMMENDATION

That the Community Development Commission Successor Agency (“Successor Agency”) adopt a Resolution approving the Eighth Recognized Obligation Payment Schedule (ROPS) 15-16A covering the period of July 1, 2015 – December 31, 2015.

DISCUSSION

Background

In accordance with Health and Safety Code section 34177, a ROPS is prepared by the Successor Agency for the enforceable obligations of the former redevelopment agency. The ROPS shall list all outstanding obligations, the contract or agreement the agency entered into, the payee, a description of the project, the total outstanding debt, the total due in a specified fiscal year and the funding source. The funding sources range from bond proceeds, reserve balances, administrative allowances and redevelopment property tax trust funds (“RPTTF”) formerly known as tax increment.

Health and Safety Code section 34177 (m) requires the State Department of Finance (“DOF”) to provide successor agencies with the ROPS template and instructions for the period July 1, 2015 – December 31, 2015.

The Recognized Obligation Payment Schedule (ROPS)

The “Detail” section of the ROPS is, for the most part, a document pre-populated by the DOF. Line items from previous ROPS are carried over by the DOF to create new a template for the new ROPS cycle. The information listed in Columns A-H of the Detail section of the ROPS has been carried forward from the prior ROPS. Line items highlighted in red on the ROPS are items disallowed by DOF; however, these items remain on the ROPS for one of two reasons: (i) the agency would like for DOF to reconsider its determination, provided that the agency is able to demonstrate that appropriate

requirements and conditions have been met; or (ii) the items may not be eligible for the forthcoming ROPS but may be funded in subsequent reporting periods.

Included in the ROPS form is a reconciliation of revenue and actual expenses for ROPS 14-15A (July 1, 2014 through December 31, 2014). The spreadsheet is titled “Recognized Obligation Payment Schedule (ROPS) 15-16A Report of Prior Period Adjustments”. This form shows the Successor Agency revenues and expenditures for this period.

A description of newly added items to the ROPS 15-16A appears below:

- Line item 93 - Long Range Property Management Plan and Implementation (“LRPMP”): Staff is requesting Redevelopment Property Tax Trust Fund (“RPTTF”) funding in the amount of \$50,000 for the completion and implementation of the LRPMP.
- Line Item 94 - Downtown Façade and Paint Improvement Program: Staff is requesting \$10,000 in RPTTF funding for payment to the Park Avenue Church of Christ (“PACC”) for exterior painting, signage and exterior façade improvements. PACC applied for funding from the Community Development Commissions (“CDC”) Façade and Paint Improvement Program (“Façade Program”). A letter from the CDC was provided to the Park Avenue Church of Christ in 2007; however, the funds were never remitted to the applicant. If approved, PACC will receive up to \$10,000 in funding per the Tier 1 guidelines of the former CDC’s Façade Program.
- Line Item 95 - Reimbursement Agreement: Staff is requesting RPTTF funds for reimbursement to the City for payments made by the City on behalf of the Successor Agency. The City will make certain payments on behalf of the Successor Agency during the ROPS 14-15B (January 1, 2015- June 30, 2015), in order for the Successor Agency to perform certain work and to pay certain contracts during this current ROPS period.
- Line Item 96 - Real Estate Services: Staff is requesting RPTTF Funds to effectuate real estate appraisals and services in connection with the disposition of Successor Agency owned properties and the LRPMP.
- Line Item 97 - RPTTF Shortfall from County ROPS III: Staff is requesting \$6,768,031 in underfunded RPTTF as evidenced in the County Auditor Controller’s ROPS III distribution spreadsheet dated January 1, 2013. On December 4, 2014, representatives from the Successor Agency and City had a conference call Meet and Confer with the California Department of Finance staff regarding underfunded RPTTF from ROPS III. During the meeting, the DOF recommended adding an additional line item to the ROPS 15-16A for the DOF staff to review and consider that the shortfall be funded on a future ROPS.
- Line Item 98 - Litigation for Future Legal Costs: Staff is requesting funding out of RPTTF for future legal costs associated with litigation.

California Environmental Quality Act (CEQA)

The actions set forth in the recommended accompanying resolution, as summarized above, are exempt under section 15378 (b)(4) of the State CEQA Guidelines in that the actions do not constitute a “project,” but instead are required to continue a governmental funding mechanism for enforceable obligations of the former Community Development Commission and to perform the statutorily mandated unwinding of the assets, liabilities and functions of the former Community Development Commission pursuant to the Dissolution Act.

Summary

AB 1484 greatly expanded the review period and authority of the DOF and significantly changed the ROPS review and approval process. Furthermore, amendments to section 34179(h) of the Health and Safety Code give the DOF the authority to eliminate or modify any item on the ROPS being reviewed under Section 34179 prior to the DOF approval.

If a Successor Agency does not timely submit a ROPS pursuant to the deadlines set forth in AB 1484, then the Sponsoring Community may be subject to a \$10,000 per day civil penalty for each day the ROPS is delinquent. In addition, failure of a Successor Agency to submit a ROPS within 10 days of the deadline may result in a 25% reduction of a Successor Agency’s maximum administrative cost allowance for the period covered by the delinquent ROPS (per Health and Safety Code section 34177 [m][2]). The ROPS 15-16A must be submitted to the DOF on or before March 3, 2015.

After its adoption, the ROPS is required to be posted on the City website and provided to the County Auditor-Controller, the California State Controller and the DOF. The ROPS must then be certified by the Ventura County Auditor-Controller and approved by the Oversight Board and by the DOF. The attached resolution authorizes Staff to administratively amend the ROPS as a result of action by the Oversight Board and/or the California Department of Finance.

The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of AB1X 26 and AB 1484, in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

FINANCIAL IMPACT

Approval of ROPS 15-16A will facilitate the ability of the Successor Agency to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations. Failure to approve and submit the ROPS 15-16A by the deadlines required by AB 1484 will result in \$10,000 per day civil penalties.

Attachment #1 – County of Ventura RPTTF Distribution Spreadsheet 1-18-2013
#2 – Resolution with ROPS 15-16A

**COUNTY OF VENTURA
CHRISTINE L. COHEN, AUDITOR-CONTROLLER**

VENDOR NO: TRUST
FUND: 6683

TRANS ID: 15100072497
ACCOUNT: 6383

CATEGORY: 51

1500500083

INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT
	01-18-13	ROPS PAYMENT 1-18	10,563,061.04
TOTAL: *****\$10,563,061.04			

121 204704 1658 P1 99099

THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT NOTING WATERMARK. HOLD TO LIGHT TO VERIFY WATERMARK.

Wells Fargo Bank, N.A. **CHRISTINE COHEN** 1500500083
AUDITOR-CONTROLLER
COUNTY OF VENTURA
VENTURA, CA 93008-1540

VENDOR NUMBER CATEGORY
TRUST 51

CHECK DATE
01-18-13

CHECK AMOUNT
*****\$10,563,061.04

PAY *Ten Million Five Hundred Sixty-Three Thousand Sixty-One And 4/100 Dollars*

VOID 6 MONTHS AFTER ISSUE DATE

TO THE ORDER OF
OXNARD SUCCESSOR AGENCY
300 WEST THIRD STREET #302
OXNARD CA 93030

CHRISTINE COHEN
CHRISTINE COHEN
AUDITOR-CONTROLLER

1500500083 12100024814174387878

Attachment #1
Page 1 of 3

County of VENTURA

Redevelopment Property Tax Trust Fund Allocations for Jan 2013-June 2013 ROPS

Prepared by: Chris Schoen Date Prepared: December 5, 2012 Updated: sjb & cvb 12/27/2012; 12/29/2012; 01/18/2013

Redevelopment Property Tax Trust Fund (RPTTF) Activity

Former RDA
8833/6683 Oxnard

RPTTF Beginning Balance (Must be \$0 in all cases) - has small beginning balance due to pass-through calculation revision

3,748.78 3,748.78

Deposits:

HOPTR 455-03 Apportionment (May 2012)	43,463.34	43,463.34
HOPTR 455-04 Apportionment (June 2012)	18,627.14	18,627.14

Unsecured 020-01 Apportionment (November 2012)	2,036,622.01	
Unsecured ARC True-up (Oxnard Decision)	<u>143,237.91</u>	
Total Unsecured 020-01 Apportionment (November 2012)	2,179,859.92	2,179,859.92

Secured 010-01 Apportionment (December 2012)	<u>10,087,634.32</u>	10,087,634.32
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Secured & Unsecured Property Tax Increment (TI)	12,329,584.72	
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HOPTR Supplemental 456-03 Apportionment May 2012)	822.42	
HOPTR Supplemental 456-04 Apportionment (June 2012)	352.46	
Supplemental 310-06 Apportionment (July 2012)	360,839.49	
Supplemental 310-01 Apportionment (July 2012)	(7,227.92)	
Supplemental 310-02 Apportionment (October 2012)	290,345.90	
Supplemental 310-03 Apportionment (November 2012)	262,835.31	
Redemption Supplemental 330-01 Apportionment (July 2012)	<u>0.00</u>	

Supplemental & Unitary Property TI	907,967.66	907,967.66
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Interest/other	<u>8,500.63</u>	8,500.63
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Deposit totals

13,246,053.01	<u>13,249,801.79</u>
	<u>13,249,801.79</u>

RPTTF Available Balance

<u>13,249,801.79</u>

H&S Code 34183 Distributions - Should include payments made either by the former RDA/successor agency or the auditor-controller

Administrative Fees to County Auditor-Controller (7 projects/37 projects)	47,326.66
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Collection Fees 1/4 of 1%	30,310.63
5% Supplemental Fee	46,865.39
SB2557 Administration Fees	<u>0.00</u>

Total other Administration Fees	77,176.02
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PASS-THROUGH

4002 ERAF 92-93 Shift	89,198.86	89,198.86
4004 ERAF 93-94 Shift	<u>178,251.48</u>	<u>178,251.48</u>
ERAF Passthrough Payments	267,450.34	267,450.34

8031 City of Oxnard Dist #1	<u>463,374.06</u>	<u>463,374.06</u>
City Passthrough Payments	463,374.06	463,374.06

4001 Prop 13 Maximum 1% tax - County General Fund	741,364.05	741,364.05
6100 VCWPD Admin	9,075.31	9,075.31
6120 VCWPD Zn 2	78,720.69	78,720.69
6140 VCWPD Zn 4	(3.04)	(3.04)
7260 Ocean View Muni Wtr - County General Fund	<u>17.19</u>	<u>17.19</u>
County Passthrough Payments	829,174.20	829,174.20

7735 Oxnard Drain #1	(66.61)	(66.61)
7770 United Wtr Conservation Dist	13,181.43	13,181.43
8600 Calleguas Muni Wtr	21,197.29	21,197.29
8750 Metropolitan Wtr	5,926.13	5,926.13
8762 Metro Wtr Anx #12	6.18	6.18
8760 Metro Wtr An #10	<u>(65.48)</u>	<u>(65.48)</u>
Special District Passthrough Payments	40,178.94	40,178.94

1015 El Sch Gen Pl Hueneme	13,010.47	13,010.48
1029 El Sch Gen Ocean View	248.58	248.58
1031 El Sch Gen Oxnard	89,211.90	89,211.90

Attachment #1
Page 2 of 3

1037 El Sch Gen Rio	60,825.41	60,825.41
1632 El Sch Bond Oxnard	4,217.57	4,217.57
2007 Hi Sch Gen Oxnard	<u>123,268.43</u>	<u>123,268.43</u>
K-12 School Passthrough Payments - Tax Portion (43.3%)	290,782.37	290,782.37
1015 El Sch Gen Pt Hueneme	17,068.98	17,068.98
1029 El Sch Gen Ocean View	325.51	325.51
1031 El Sch Gen Oxnard	116,788.03	116,788.03
1037 El Sch Gen Rio	79,648.98	79,648.98
1632 El Sch Bond Oxnard	5,522.78	5,522.78
2007 Hi Sch Gen Oxnard- 8938 subordination agreement	<u>303,877.26</u>	<u>303,877.26</u>
K-12 School Passthrough Payments - Facilities Portion (56.7%)	523,231.54	523,231.54
2015 Vta Community College Gen	51,584.31	51,584.31
2019 Vta College Child Care	<u>267.31</u>	<u>267.31</u>
Community College Passthrough Payments - Tax Portion (47.5%)	51,851.62	51,851.62
2015 Vta Community College Gen	57,014.23	57,014.23
2019 Vta College Child Care	<u>295.45</u>	<u>295.45</u>
Community College Passthrough Payments - Facilities Portion (52.5%)	57,309.68	57,309.68
4005 County Office of Education - Tax Portion (19%)	7,388.22	7,388.22
4005 County Office of Education - Facilities Portion (81%)	<u>31,497.11</u>	31,497.11
TOTAL ADMIN FEES & PASS-THROUGH OBLIGATIONS	<u>2,686,740.75</u>	<u>2,562,238.08</u>
EO Distributions (Includes approved EOs, Successor Agency's (SAs) administrative cost allowance (ACA), and prior period		2,562,238.08
ADMIN FEES		<u>124,502.68</u>
Total RPTTF funding requested for enforceable obligations	20,889,352.00	<u>2,686,740.75</u>
Plus: Allowable RPTTF distribution for ROPS III admin costs	<u>180,207.00</u>	
Total requested RPTTF distribution	21,069,559.00	
Less: Items denied or reclassified as admin cost by DOF	<u>14,797,262.00</u>	
DOF approved RPTTF distribution	6,272,297.00	
Less: H&S 34186(a) Successor Agency reported estimates to actual, Jan - June 2012 ROPS	<u>3,208,227.00</u>	
Distribution to Successor Agency before Court-ordered adjustment	3,064,070.00	
Add: Wagon Wheel enforceable obligations as order by Sacramento Court	<u>14,267,022.00</u>	
Adjusted ROPS III enforceable obligations	<u>17,331,092.00</u>	
RPTTF AVAILABLE BALANCE	13,249,801.79	
LESS: AMOUNTS PREVIOUSLY DISTRIBUTED FOR AC ADMIN FEES AND TAXING ENTITIES' PASS-THROUGH	<u>2,686,740.75</u>	
NET AMOUNT DISTRIBUTED TO SUCCESSOR AGENCY AFTER COURT ORDER	<u>10,563,061.04</u>	

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. _____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION
SUCCESSOR AGENCY ADOPTING AN EIGHTH RECOGNIZED OBLIGATION
PAYMENT SCHEDULE (ROPS 15-16A) JULY 1, 2015 – DECEMBER 31, 2015

WHEREAS, Assembly Bill x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission was dissolved as of February 1, 2012 such that the Community Development Commission shall be deemed a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule (“ROPS”) must be prepared; and

WHEREAS, California Health and Safety Code Section 34169(h) provides that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance’s revised ROPS format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS I was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June 30, 2012; and

WHEREAS, on May 8, 2012 a ROPS II was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

WHEREAS, on July 22, 2012 a ROPS III was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2013 through June 30, 2013; and

WHEREAS, on February 12, 2013 a ROPS IV (13-14A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2013 through December 31, 2013; and

WHEREAS, on September 10, 2013 a ROPS V (13-14B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2014 through June 30, 2014; and

WHEREAS, on February 11, 2014 a ROPS VI (14-15A) was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2014 through December 31, 2014; and

WHEREAS, on September 9, 2014 a ROPS VII (14-15B) was adopted by the Successor Agency and identified enforceable obligations for the period of January 1, 2015 through June 30, 2015; and

WHEREAS, the Proposed Eighth ROPS (15-16A) identifies each enforceable obligation on which payments will be required during the period of July 1, 2015 through December 31, 2015.

NOW, THEREFORE, THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

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

Section 3. The attached Proposed ROPS is hereby adopted.

Section 4. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to modify, adjust or remove line items pending the outcome of review by the Oversight Board, the County Auditor-Controller, and/or the California Department of Finance and to format the ROPS to conform with State Department of Finance requirements not yet published, and to take all necessary and appropriate actions to prepare and submit the ROPS, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board, the County Auditor-Controller and/or the California Department of Finance. The Successor Agency reserves all rights to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS.

The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2015, by the following vote:

AYES:

NOES:

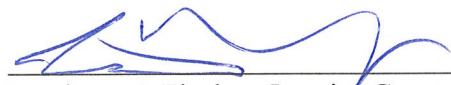
ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim General Counsel

DRAFT

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary

Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency: Oxnard
Name of County: Ventura

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding		
A	Sources (B+C+D):	\$ -
B	Bond Proceeds Funding (ROPS Detail)	-
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 19,957,410
F	Non-Administrative Costs (ROPS Detail)	19,671,911
G	Administrative Costs (ROPS Detail)	285,499
H	Current Period Enforceable Obligations (A+E):	\$ 19,957,410
Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	19,957,410
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	(1,656,805)
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 18,300,605
County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	19,957,410
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	19,957,410

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (m) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named agency.

Name	Title
/s/	
Signature	Date

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail
July 1, 2015 through December 31, 2015
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K				L				M				N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)				Funding Source				RPTTF				Six-Month Total		
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	RPTTF									
1	CCRP Tax Allocation Refunding	Bonds Issued On or Before 12/31/2006	4/1/2004	9/1/2026	Wells Fargo/finance Co. Downtown Mgmt District	Downtown Infrastructure, Capital Payment	CCRP	\$ 133,163,082	N	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,957,410		
2	CCRP Assessment District Payment	Maintenance	7/1/2006	7/30/2019		Property Based Improvement District	CCRP	14,316,971	N												\$ 20,000	\$ 20,000		
3	Downtown Buildings (3)	Property Maintenance	7/31/2012	6/30/2016	Alert Property Mgmt. Co.	Property Management Fee	CCRP	21,600	N												\$ 7,200	\$ 7,200		
4	Downtown Buildings (3)	Property Maintenance	7/31/2012	6/30/2016	Alert Property Mgmt. Co.	Property Maintenance	CCRP	23,650	N												\$ 7,883	\$ 7,883		
5	Heritage Square HOA Dues	Property Maintenance	12/31/1990	6/30/2016	Monthly Association Dues	Per HSPOA Agreement	CCRP	42,995	N												\$ 21,497	\$ 21,497		
6	CCRP Homeowner Property Dues	Property Maintenance	7/29/2008	6/30/2016	Heritage Square HSPOA	Heritage Square Annual Maintenance Subsidy Homeowner Dues Heritage Square	CCRP	118,000	N												\$ 43,000	\$ 43,000		
9	Contracts and Services	Project Management	1/1/2014	9/30/2015	Integra Realty Services	Real Estate Services	CCRP	5,500	N												\$ 5,500	\$ 5,500		
10	Project Management	Project Management	1/1/2014	6/30/2016	City Community Development	Property management, project management and inspection	CCRP	55,120	N												\$ 55,120	\$ 55,120		
12	McGrath Wheel Chair Lift Program	Property Maintenance	4/1/2013	6/30/2017	ContractorCity	New Wheel Chair Lift for CDC owned Property	DT	9,000	N												\$ 5,658	\$ 5,658		
13	Heritage Square Facility Rental	Property Maintenance	1/1/2014	6/30/2016	Verizon California Office Depot Melite Printing Yellowpages Local Directory Alliance Fire Protection Ventura County Reporter I print on Demand	Heritage Square Reimbursement	DT	14,000	N												\$ 7,000	\$ 7,000		
15	Project Management	Project Management	1/1/2014	6/30/2016	City Community Development	Property management, project management and inspection	DT	59,350	N												\$ 59,350	\$ 59,350		
17	HERO Tax Alloc Bond 2006	Bonds Issued On or Before 12/31/10	12/31/2006	9/1/2036	Wells Fargo/finance	Street Reconstruction Projects: including debt management costs	HERO	16,520,286	N												\$ 773,224	\$ 773,224		
18	HERO Tax Alloc Bond 2008	Bonds Issued On or Before 12/31/10	6/17/2008	9/1/2038	Wells Fargo/finance	RiverPark Parking Structure infrastructure, including debt management costs	HERO	18,304,829	N												\$ 708,138	\$ 708,138		
24	HERO RiverPark	OPADA/Construct on	5/18/2010	11/19/2032	RiverPark A Manag Member/ RiverPark Legacy, LLC	Affordable Housing	HERO	6,877,093	N												\$ 292,989	\$ 292,989		
25	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	RiverPark Mortgage & Francisco De Aas Campos	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N												\$ 1,200	\$ 1,200		
26	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	RiverPark Mortgage & Emmanuel John Cervantes	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N												\$ 1,200	\$ 1,200		
27	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	RiverPark Mortgage & Jonathan Castaneda	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N												\$ 1,200	\$ 1,200		
28	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	RiverPark Mortgage & Pedro Dimas & Thuylinh Nguyen	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N												\$ 1,200	\$ 1,200		
29	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	RiverPark Mortgage & Everardo G. Dominguez & Inelda Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N												\$ 1,200	\$ 1,200		
29	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	RiverPark Mortgage & Felipe Dominguez & Yanira Montepano Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N												\$ 1,200	\$ 1,200		

Recognized Obligation Payment Schedule (ROPS 15-16a) - ROPS Detail
July 1, 2015 through December 31, 2015
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K				L	M	N	O	P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source				Non-Admin	Admin	Six Month Total		
										Bond Proceeds	Reserve Balance	Other Funds	RPTTF					
30	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	12/28/2017	Vario Garcia & Alejandra Garcia	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N						1,200		\$ 1,200	
31	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Juan J. Leyva & Rocio Llamas-Leyva	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N						1,200		\$ 1,200	
32	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Jose Luis Mendricha & Maria Lourdes Zamora	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N						1,200		\$ 1,200	
33	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Salvador De Jesus Munoz & Oriella Munoz	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N						1,200		\$ 1,200	
34	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Sean Toan Nguyen & Phuong Dung Thi Ho	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N						1,200		\$ 1,200	
35	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Christina M. Thierren	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N						1,200		\$ 1,200	
36	Affordable Housing Reimbursement Agreement	Third-Party Loans	9/30/2010	9/30/2017	Salvador Torres & Maria Guadalupe Torres	RiverPark Mortgage Reimbursement Agreement	HERO	8,400	N						1,200		\$ 1,200	
38	Contracts and services	Professional Services	12/12/2011	6/1/2016	HDL Cohen and Core	Property Tax and Tax Increment Preparation	HERO	24,000	N						12,000		\$ 12,000	
39	Contracts and services	Professional Services	7/1/12001	6/30/2013	HRSD, Inc	Legal Advocacy, Federal	HERO		Y								\$ -	
40	HERO RiverPark MOU to OPA	OPA/DOAC/Construct	9/26/2010	7/27/2035	RiverPark A	Infrastructure reimbursement payments per MOU to OPA	HERO	16,460,040	N						718,872		\$ 718,872	
44	Project Management	Project Management	1/1/2014	6/30/2016	City Employees	Property management, project management and inspection	HERO	211,540	N						211,540		\$ 211,540	
48	Ormond Beach Tax Alloc Bond 2006	Bonds Issued Or or	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Project	Ormond Beach	7,020,281	N						344,296		\$ 344,296	
49	Project Management	Project Management	1/1/2014	6/30/2016	City Employees	Property management project management and inspection	Ormond Beach	12,090	N						12,090		\$ 12,090	
50	Southwinds Tax Allocation Bond 2006	Bonds Issued Or or	12/13/2006	9/1/2036	Wells Fargo	Street Reconstruction Bond	Southwinds	4,012,025	N						196,035		\$ 196,035	
51	Project Management	Project Management	1/1/2014	6/30/2016	City Employees	Property management, project management and inspection	Southwinds	10,850	N						5,420		\$ 5,420	
52	Downtown Lease Guarantee Print 60%	OPA/DOAC/Construct	11/26/2003	11/26/2025	Ormond Theater Group	Downtown Theater lease guarantee payment	CCRP/DT	22,039,200	N						666,000		\$ 666,000	
53	Landmark Project	Litigation	1/1/2014	12/31/2014	Van Merrill	Site location assistance & Building improvement Per approval in connection to acquisition of 318 W 5th Street	CCRP & HERO		Y								\$ -	
54	Bond Counsel	Fees	4/1/2007	9/1/2016	Goodman and Proctor	Legal Counsel for CDC Bonds	All	10,000	N						5,000		\$ 5,000	
55	Contracts and Services	Legal	1/1/2003	8/30/2016	Kane, Ballner, and Berkman	Agency Legal Counsel	All & Housing	150,000	N						75,000		\$ 75,000	
56	Contracts and Services	Project Management	7/1/2005	6/30/2015	EDCO	Economic Development Functions	All	-	Y								\$ -	
57	Contracts and Services	Professional Services	11/10/2010	6/30/2017	Tom Figg	Project Development and : Review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and funding commitments	All & Housing	200,000	N						60,000		\$ 60,000	
58	Contracts and Services	Property Maintenance	2/1/2009	6/30/2016	R.A. Almore & Sons	Weed Abatement	CCRP/DT/OB	135,417	N						6,250		\$ 6,250	
59	Contracts and Services	Property Dispositions	8/1/2009	6/1/2016	National Development Council	Affordable Housing/Advocising on equity sources and structuring	All & Housing		Y								\$ -	

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Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail
July 1, 2015 through December 31, 2015
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	KLMNO					P
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source					Six-Month Total
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF		
60	Contracts and Services	Property Dispositions	12/12/2011	12/31/2016	HdL Coren & Core	Property Tax and Tax Increment Prep.	All & Housing	36,000	N	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	\$ 30,000
61	Contracts and Services	Professional Services	7/1/2011	6/30/2016	Michael J. Arnold & Associates	Legal Advocacy - State	HERO/Ormond		Y						\$ -
63	Trustee Services	Fees	1/1/2014	6/30/2016	Wells Fargo Bank	Debt service administration for bond issues	CCRP/HERO/SWO	12,000	N						\$ -
64	Arbitrage compliance	Fees	1/1/2014	6/30/2016	City Finance Department	Arbitrage compliance for bond issues	CCRP/HERO/SWO	6,000	N						\$ -
67	Housing Asset List Compliance Review	Dissolution Audits	1/1/2014	6/30/2016	White Nelson Deht Evans, LLP	Compliance Review of Affordable Housing Assets	All		Y						\$ -
69	Oversight Board Legal Counsel	Legal	1/1/2014	6/30/2016	Leibold Mc Clendon & Mann	Oversight Board Representation	All	30,000	N					10,000	\$ 10,000
70	Audit Fees	Dissolution Audits	1/1/2014	6/30/2016	TBD	DOF/County Directed Audit	All	15,000	N					15,000	\$ 15,000
73	HERO Street Reconstruction Project	Improvement/Infrastr	12/13/2006	6/30/2016	City of Ormond/Contractor	HERO Street Reconstruction CIP	HERO	6,198,566	Y						\$ -
74	Ormond Beach Street Reconstruction Project	Improvement/Infrastr	12/13/2006	6/30/2016	City of Ormond/Contractor	Ormond Beach Street Reconstruction CIP	Ormond Beach	3,570,421	Y						\$ -
75	Southwinds Street Reconstruction Project	Improvement/Infrastr	12/13/2006	6/30/2016	City of Ormond/Contractor	Southwinds Street Reconstruction CIP	Southwinds	97,951	Y						\$ -
76	Personnel Services	Admin Costs	1/1/2014	6/30/2016	Ornand CDC	Salaries and Benefits Admin and Housing Subscriptions	All	241,484	N					241,484	\$ 241,484
77	Materials and Supplies	Admin Costs	1/1/2014	6/30/2016	Ornand CDC	Postage Subscriptions Minor Equipment	All	8,030	N					4,015	\$ 4,015
78	Contracts and Services	Admin Costs	1/1/2014	6/30/2016	League of CA Cities	Membership	All	12,000	N					10,000	\$ 10,000
79	Maintenance Services	Admin Costs	1/1/2014	6/30/2016	Ornand CDC	Reimbursements, Rental Vehicle, Service Equipment	All	39,000	N					1,000	\$ 1,000
80	Other Services	Admin Costs	1/1/2014	6/30/2016	Ornand CDC & City of Ornand	Legal Advocacy, External Phone, Cell Phone, Voice mail, Administrative Support	All	3,000	N					3,000	\$ 3,000
81	Fixed Charges	Admin Costs	1/1/2014	6/30/2016	Ornand CDC	Data Process, Liability Ins, Indirect Charges, Priorated Charges Facility Rental	All	4,000	N					4,000	\$ 4,000
82	CCRP County Property Tax	Fees	1/1/2014	6/30/2016	Ventura Auditor Controller	Property Taxes on Heritage Square	CCRP	12,000	N				6,000		\$ 6,000
85	RiverPark Mortgage Reimbursement	Litigation	1/1/2014	6/30/2016	Pice, Postel & Parma	Defend Lawsuit entitled Ramirez, Audrey, et al. V City of Ornand	HERO	65,000	N				10,000		\$ 10,000
87	CCRP City Advances Long Term Legal Counsel	City/County Loans	1/1/2014	6/30/2016	City of Ornand General Fund	Development of Project Area		6,207,078	N				4,848,755		\$ 4,848,755
88	Downtown City Advance Long Term Loan	City/County Loans	1/1/2014	6/30/2016	City of Ornand General Fund	Development of Project Area		347,846	N				271,725		\$ 271,725
89	CCRP City Advances Property Acquisition	City/County Loans	1/1/2014	6/30/2016	City of Ornand General Fund	Acquisition of Property in Downtown		2,013,844	N				1,573,145		\$ 1,573,145
90	Heritage Square Programs	Professional Services	7/1/2014	6/30/2017	Gary Blum, HS Docents	Heritage Square Reimbursement		71,124	N				71,124		\$ 71,124
91	Unfunded Prior Year Pass Through Pass-Through Payment Obligations	Unfunded Liabilities	7/1/2014	6/30/2016	Ventura County Community College District (VCCCD)	Payment of Unfunded Prior Year Pass-Through Payment Obligations		56,670	N						\$ -
93	Long Range Property Management Plan ("LRPMP") - Amendment and	Professional Services	2/24/2015	1/1/2017	Kosmont Companies	Property Disposition Services	CCRP/DIT/OB	50,000	N				25,000		\$ 25,000

Recognized Obligation Payment Schedule (ROPS 15-16A) - ROPS Detail
July 1, 2015 through December 31, 2015
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K					P
										L	M	N	O		
Non-Redevelopment Property Tax Trust Fund										Funding Source			Six-Month Total		
Non-RPTTF										RPTTF					
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds		Non-Admin	Admin
94	Downman Facade & Paint Improvement Program	Improvement/Infrastructure	6/13/2006	1/1/2017	Park Avenue Church of Christ	Exterior Parking Signs Facade Improvement Program	DT	10,000	N				5,000		\$ 5,000
95	Reimbursement Agreement	Third Party Loans	1/28/2015	1/1/2017	City of Oxnard	Reimbursement for City Advanced Funding	All	283,400	N				283,400		\$ 283,400
96	Real Estate	Professional Services	1/1/2015	1/1/2017	TBD	Real Estate Appraisal Services	CCRP/DIOB	40,000	N				20,000		\$ 20,000
97	Shortfall from County from ROPS III	RPTTF Shortfall	1/1/8/2013	1/1/8/2026	Oxnard Successor Agency	Underfunded RPTTF Obligation	All	6,768,031	N				6,768,031		\$ 6,768,031
98	Litigation for Future Legal Costs	Litigation	1/1/2003	1/1/2017	Kene, Ballmer, and Berkman	Agency Legal Counsel	All	60,000	N				60,000		\$ 60,000
99									N						\$ -
100									N						\$ -
101									N						\$ -
102									N						\$ -
103									N						\$ -
104									N						\$ -
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133									N						\$ -
134									N						\$ -
135									N						\$ -
136									N						\$ -
137									N						\$ -
138									N						\$ -
139									N						\$ -

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Cash Balances

(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see https://rad.dof.ca.gov/rad-sa/pdf/cash_balance_agency_tips_sheet.pdf.

A	B	C	D	Fund Sources				H	I
				Bond Proceeds	Reserve Balance	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Other	
								RPTTF	
				Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11			Rent, Grants, Interest, Etc.	Non-Admin and Admin
Cash Balance Information by ROPS Period									
Comments									
ROPS 14-15A Actuals (07/01/14 - 12/31/14)									
1	Beginning Available Cash Balance (Actual 07/01/14)	11,028,698						298,000	
2	Revenue/Income (Actual 12/31/14)								
	RPTTF amounts should tie to the ROPS 14-15A distribution from the County Auditor-Controller during June 2014	529						1,929,192	
3	Expenditures for ROPS 14-15A Enforceable Obligations (Actual 12/31/14)							3,072,600	
	RPTTF amounts, H3 plus H4 should equal total reported actual expenditures in the Report of PPA, Columns L and Q								
4	Retention of Available Cash Balance (Actual 12/31/14)								
	RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
5	ROPS 14-15A RPTTF Prior Period Adjustment	No entry required							
	RPTTF amount should tie to the self-reported ROPS 14-15A PPA in the Report of PPA, Column S							1,656,805	
6	Ending Actual Available Cash Balance	11,029,227							
	C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)								
ROPS 14-15B Estimate (01/01/15 - 06/30/15)									
7	Beginning Available Cash Balance (Actual 01/01/15)								
	(C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	11,029,227						(845,408)	
8	Revenue/Income (Estimate 06/30/15)								
	RPTTF amounts should tie to the ROPS 14-15B distribution from the County Auditor-Controller during January 2015	530						4,162,810	
9	Expenditures for ROPS 14-15B Enforceable Obligations (Estimate 06/30/15)							5,573,511	
10	Retention of Available Cash Balance (Estimate 06/30/15)								
	RPTTF amount retained should only include the amounts distributed as reserve for future period(s)								
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	11,029,757						(2,256,109)	

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Prior Period Adjustments
Reported for the ROPS 14-15A (July 1, 2014 through December 31, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15A (July through December 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16A (July through December 2015) period will be offset by the SA's self-reported ROPS 14-15A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S		
Non-RPTTF Expenditures										RPTTF Expenditures										Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)
Item #		Project Name / Debt Obligation		Bond Proceeds		Reserve Balance		Other Funds		Non-Admin				Admin						
				Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lessor of Authorized / Available	Actual	Difference (if K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lessor of Authorized / Available	Actual	
1	CCRP Tax	\$ 9,865,515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,423,588	\$ 4,423,588	\$ 4,423,588	\$ 4,423,588	\$ 2,822,800	\$ 1,656,805	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ 1,656,805	
2	CCRP Assessment	-	-	-	-	-	-	141,137	141,137	141,137	141,137	-	141,137	-	-	-	-	-	\$ 141,137	
3	Downtown Buildings (3)	-	-	-	-	-	-	7,200	7,200	7,200	7,200	4,800	2,400	-	-	-	-	-	\$ 2,400	
4	Downtown Buildings (3)	-	-	-	-	-	-	24,000	24,000	24,000	24,000	4,463	19,537	-	-	-	-	-	\$ 19,537	
5	Heritage Square	-	-	-	-	-	-	21,497	21,497	21,497	21,497	14,824	6,673	-	-	-	-	-	\$ 6,673	
6	HOA Dues	-	-	-	-	-	-	43,000	43,000	43,000	43,000	43,000	-	-	-	-	-	-	\$ -	
9	CCRP Homeowner Property Dues	-	-	-	-	-	-	15,000	15,000	15,000	15,000	-	15,000	-	-	-	-	-	\$ 15,000	
9	Contracts and Services	-	-	-	-	-	-	27,580	27,580	27,580	27,580	27,580	-	-	-	-	-	-	\$ -	
10	Project Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
12	McGrath Wheel Chair Lift	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
13	Heritage Square Facility Rental Program	-	-	-	-	-	-	8,157	8,157	8,157	8,157	6,443	1,714	-	-	-	-	-	\$ 1,714	
15	Project Management	-	-	-	-	-	-	28,675	28,675	28,675	28,675	28,675	-	-	-	-	-	-	\$ -	
17	HERO Tax Alloc Bond 2006	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
18	HERO Tax Alloc Bond 2008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
19	HERO RiverPark	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
20	HERO Wagon Wheel "The Village"	-	-	-	-	-	-	10,000	10,000	10,000	10,000	-	10,000	-	-	-	-	-	\$ 10,000	
23	HERO Home Buyer Housing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -	
24	HERO RiverPark	-	-	-	-	-	-	322,884	322,884	322,884	322,884	294,776	28,108	-	-	-	-	-	\$ 28,108	
25	Auto-durable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	-	\$ -	

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Prior Period Adjustments
 Reported for the ROPS 14-15A (July 1, 2014 through December 31, 2014) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
 (Report Amounts in Whole Dollars)

ROPS 14-15A Successor Agency (SA) Self-reported Prior Period Adjustments (PPA): Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15A (July through December 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16A (July through December 2015) period will be offset by the SA's self-reported ROPS 14-15A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	
Non-RPTTF Expenditures													RPTTF Expenditures						
Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)																			
Bond Proceeds																			
Reserve Balance																			
Other Funds																			
Non-Admin																			
Admin																			
Item #	Project Name/ Debt Obligation	Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Actual	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lessor of Authorized / Available	Actual	Difference (if K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lessor of Authorized / Available	Actual	Difference (if total actual exceeds total authorized the total difference is zero)	
26	Affordable Housing Reimbursement Agreement	\$ 9,865,515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,423,568	\$ 1,200	\$ 4,423,568	\$ 4,423,568	\$ 1,200	\$ 2,822,800	\$ 1,656,805	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	
27	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
28	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
29	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
30	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
31	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
32	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
33	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
34	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
35	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
36	Affordable Housing Reimbursement Agreement	-	-	-	-	-	-	1,200	1,200	1,200	1,200	1,200	-	-	-	-	-	\$ -	
38	Contracts and services	-	-	-	-	-	-	10,000	10,000	10,000	10,000	4,800	5,200	-	-	-	-	5,200	

Recognized Obligation Payment Schedule (ROPS 15-16A) - Report of Prior Period Adjustments
Reported for the ROPS 14-15A (July 1, 2014 through December 2015) Period Pursuant to Health and Safety Code (HSC) section 34186 (a)
(Report Amounts in Whole Dollars)

ROPS 14-15A Successor Agency (SA) Self-reported Prior Period adjustments (PPA). Pursuant to HSC Section 34186 (a), SAs are required to report the differences between their actual available funding and their actual expenditures for the ROPS 14-15A (July through December 2014) period. The amount of Redevelopment Property Tax Trust Fund (RPTTF) approved for the ROPS 15-16A (July through December 2015) period will be offset by the SA's self-reported ROPS 14-15A prior period adjustment. HSC Section 34186 (a) also specifies that the prior period adjustments self-reported by SAs are subject to audit by the county auditor-controller (CAC) and the State Controller.																				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S		
Non-RPTTF Expenditures														RPTTF Expenditures						Net SA Non-Admin and Admin PPA (Amount Used to Offset ROPS 15-16A Requested RPTTF)
Item #	Project Name / Debt Obligation	Bond Proceeds		Reserve Balance		Other Funds		Non-Admin						Admin						
		Authorized	Actual	Authorized	Actual	Authorized	Actual	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lessor of Authorized / Available	Actual	Difference (if K is less than L, the difference is zero)	Authorized	Available RPTTF (ROPS 14-15A distributed + all other available as of 07/1/14)	Net Lessor of Authorized / Available	Actual	Difference (if total actual exceeds total authorized, the total difference is zero)			
38	Contracts and Services	\$ 9,865,515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,423,588	\$ 7,521	\$ 4,423,588	\$ 7,521	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ -	\$ 1,556,805		
40	HERO RiverPark MOU to CPA	-	-	-	-	-	-	820,932	820,932	\$ 820,932	722,374	\$ 98,558	-	-	-	-	-	\$ 98,558		
42	South Oxnard Library	-	-	-	-	-	-	-	-	\$ -	972	\$ -	-	-	-	-	-	\$ -		
44	Project Management	-	-	-	-	-	-	105,760	105,760	\$ 105,760	105,760	\$ -	-	-	-	-	-	\$ -		
48	Coronado Beach Tax Alloc. Bond 2005	-	-	-	-	-	-	6,045	6,045	\$ 6,045	6,045	\$ -	-	-	-	-	-	\$ -		
48	Project Management	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -		
50	Southwest Tax Allocation Bond 2005	-	-	-	-	-	-	-	-	\$ -	-	\$ -	-	-	-	-	-	\$ -		
51	Project Management	-	-	-	-	-	-	5,420	5,420	\$ 5,420	5,420	\$ -	-	-	-	-	-	\$ -		
52	Downtown Lease Guarantee Pmt 50%	-	-	-	-	-	-	667,800	667,800	\$ 667,800	336,500	\$ 331,300	-	-	-	-	-	\$ 331,300		
53	Laurelwood Project	-	-	-	-	-	-	-	-	\$ -	5,814	\$ -	-	-	-	-	-	\$ -		
54	Bond Counsel	-	-	-	-	-	-	5,000	5,000	\$ 5,000	77,576	\$ -	-	-	-	-	-	\$ -		
55	Contracts and Services	-	-	-	-	-	-	73,000	73,000	\$ 73,000	102,912	\$ -	-	-	-	-	-	\$ -		
56	Contracts and Services	-	-	-	-	-	-	52,000	52,000	\$ 52,000	18,600	\$ 26,400	-	-	-	-	-	\$ 26,400		
57	Contracts and Services	-	-	-	-	-	-	45,000	45,000	\$ 45,000	3,490	\$ 21,510	-	-	-	-	-	\$ 21,510		
58	Contracts and Services	-	-	-	-	-	-	25,000	25,000	\$ 25,000	-	\$ 45,000	-	-	-	-	-	\$ 45,000		
59	Contracts and Services	-	-	-	-	-	-	45,000	45,000	\$ 45,000	-	\$ 20,000	-	-	-	-	-	\$ 20,000		
60	Contracts and Services	-	-	-	-	-	-	20,000	20,000	\$ 20,000	7,920	\$ 8,920	-	-	-	-	-	\$ 8,920		
61	Contracts and Services	-	-	-	-	-	-	16,840	16,840	\$ 16,840	-	\$ -	-	-	-	-	-	\$ -		

[illegible]

Attachment #2
Page 14 of 15

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[illegible]

Recognized Obligation Payment Schedule (ROPS 15-16A) - Notes
July 1, 2015 through December 30, 2015

Item #	Notes/Comments
92	Long Range Property Management Plan and Implementation ("LRPMP"); Staff is requesting Redevelopment Property Tax Trust Fund ("RPTTF") funding in the amount of \$50,000 for the completion and implementation of the LRPMP.
93	the completion and implementation of the LRPMP.
94	Downtown Façade and Paint Improvement Program: Staff is requesting \$10,000 in RPTTF funding for payment to the Park Avenue Church of Christ ("PACC") for exterior painting, signage and exterior façade improvements. PACC applied for funding from the Community Development Commissions ("CDC") Façade and Paint Improvement Program ("Façade Program"). A letter from the CDC was provided to the Park Avenue Church of Christ in 2007; however, the funds were never remitted to the applicant. If approved, PACC will receive up to \$10,000 in funding per the Tier 1 guidelines of the former CDC's Façade Program.
95	Reimbursement Agreement: Staff is requesting RPTTF funds for reimbursement to the City for payments made by the City on behalf of the Successor Agency. The City will make certain payments on behalf of the Successor Agency during the ROPS 14-15B (January 1, 2015-June 30, 2015), in order for the Successor Agency to perform certain work and to pay certain contracts during this current ROPS period.
96	Real Estate Services: Staff is requesting RPTTF Funds to effectuate real estate appraisals and services in connection with the disposition of Successor Agency owned properties and the LRPMP.
97	RPTTF Shortfall from County ROPS III: Staff is requesting \$6,768,031 in underfunded RPTTF as evidenced in the County Auditor Controller's ROPS III distribution spreadsheet dated January 1, 2013. On December 4, 2014, representatives from the Successor Agency and City had a conference call Meet and Confer with the California Department of Finance staff regarding underfunded RPTTF from ROPS III. During the meeting, the DOF recommended adding an additional line item to the ROPS 15-16A for the DOF staff to review and consider that the shortfall be funded on a future ROPS.
98	Litigation for Future Legal Costs: Staff is requesting funding out of RPTTF for future legal costs associated with litigation.



Meeting Date: 02/24/15

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

Prepared By: Kymerly Horner, Interim Redevelopment Services Manager ^{KH} Agenda Item No. 15-4Reviewed By: City Manager [Signature] City Attorney SME Finance [Signature] Other (Specify) _____

DATE: February 5, 2015

TO: City Council, City of Oxnard
Governing Board, Successor AgencyFROM: Kymerly R. Horner Kymerly Horner
Interim Redevelopment Services Manager

SUBJECT: Reimbursement Agreement

RECOMMENDATION

- (1) That the City Council approve the City's entry into a Reimbursement Agreement with the Oxnard Community Development Commission Successor Agency; and
- (2) That the Governing Board approve, and recommend to its Oversight Board approval of, the Successor Agency's entry into a Reimbursement Agreement with the City of Oxnard.

DISCUSSION

California Health and Safety Code Section 34177(l) requires the Successor Agency to prepare a Recognized Obligation Payment Schedule (ROPS) every six months. On October 6, 2014, the Successor Agency submitted the ROPS (ROPS 14-15B) for the January 1 – June 30, 2015 period (ROPS 14-15B Period), and the California Department of Finance (DOF) approved ROPS 14-15B on December 17, 2014. The Successor Agency is not permitted to make any expenditures for the ROPS 14-15B Period that do not appear on ROPS 14-15B, as approved by the DOF.

However, in order to preserve assets, move forward with the dissolution process, avoid contract defaults, and allow the Successor Agency to function, it is necessary that certain work occur (ROPS 14-15B Period Necessary Work) and certain payments be made (ROPS 14-15B Period Necessary Payments) during the ROPS 14-15B Period, consisting of the following:

- (i) Property management for three Downtown buildings, to be performed by Alert Property Management Company, in the amount of up to \$7,200;
- (ii) Property maintenance for three Downtown buildings, to be performed by Alert Property Management Company, in the amount of up to \$7,883;
- (iii) Property tax and tax increment preparation, to be performed by Hdl Coren & Cone, in the amount of up to \$30,000;
- (iv) Maintenance and repair work for various Heritage Square properties, buildings and structures, to be performed by Mr. Gary Blum, in the amount of up to \$71,124;

- (v) Litigation services, to be performed by Kane, Ballmer & Berkman, in the amount of up to \$75,000;
- (vi) Elevator maintenance and repair services, to be performed by ThyssenKrupp Elevator Corporation, in the amount of up to \$9,000; and
- (vii) Phase Two of Long-Range Property Management Plan Advisory Services Pursuant to Assembly Bill No. 1484, to be performed by Kosmont & Associates, Inc. doing business as Kosmont Companies, in the amount of up to \$50,000.

Because the ROPS 14-15B Period Necessary Work and the ROPS 14-15B Period Necessary Payments do not appear on ROPS 14-15B, as approved by the DOF, but such work needs to be performed and such payments need to be made during the ROPS 14-15B Period, the City desires to make such payments during the ROPS 14-15B Period, provided that the City shall be reimbursed in full by the Successor Agency during the subsequent ROPS period (ROPS 15-16A Period) for any such payments made.

The City and the Successor Agency desire to document their respective payment and reimbursement obligations through their entry into a Reimbursement Agreement, pursuant to the authority granted by California Health and Safety Code Sections 33220, 34173(h), 34177.3 and 34180(h). The Reimbursement Agreement would take effect upon its approval by the Successor Agency's Oversight Board and the California Department of Finance (DOF).

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

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

FINANCIAL IMPACT

The maximum amount of ROPS 14-15B Period Necessary Payments that would be paid by the City would be \$250,207, and such payments would occur during the ROPS 14-15B Period. If the Reimbursement Agreement receives all necessary approvals, then it would be deemed to be an "enforceable obligation", and the City would be reimbursed in full by the Successor Agency during the ROPS 15-16A Period or as soon as possible thereafter, depending upon the availability of sufficient funds from the Redevelopment Property Tax Trust Fund, also known as RPTTF. If the Reimbursement Agreement is not approved, then it could have negative impacts during the ROPS 14-15B Period on the Successor Agency's ability to preserve assets, to move forward with the dissolution process, to avoid contract defaults, and to function properly.

Attachment #1 - Reimbursement Agreement

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this “**Agreement**”) is made and entered into as of _____, 2015, by and between the CITY OF OXNARD, a municipal corporation of the State of California (the “**City**”), and the OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic (the “**Successor Agency**”).

RECITALS

WHEREAS, Assembly Bill x1 26 (“**AB 26**”) and AB x1 27 were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to Division 24 of the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the California Health and Safety Code, the Oxnard Community Development Commission (the “**Commission**”) was dissolved as of February 1, 2012 such that the Commission shall be deemed to be a former redevelopment agency under California Health and Safety Code Section 34173(a); and

WHEREAS, California Health and Safety Code Section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City declared itself as the successor agency upon the dissolution of the Commission, subject to all reservations stated in such resolution; and

WHEREAS, the California Supreme Court in *California Redevelopment Association v. Matosantos*, Case No. S194861, upheld the constitutionality of AB 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule (“**ROPS**”) must be prepared; and

WHEREAS, California Health and Safety Code Section 34177(l) provides that a successor agency must prepare a ROPS every six months after the initial ROPS period; and

WHEREAS, the ROPS (“**ROPS 14-15B**”) for the period of January 1, 2015 through June 30, 2015 (the “**ROPS 14-15B Period**”) was prepared and submitted by the Successor Agency to the California Department of Finance (the “**DOF**”) on October 6, 2014; and

WHEREAS, the DOF approved ROPS 14-15B on December 17, 2014; and

WHEREAS, ROPS 14-15B, as approved by the DOF, lists all of the expenditures that the Successor Agency is permitted to make for the ROPS 14-15B Period; and

WHEREAS, the Successor Agency is not permitted to make any expenditures for the ROPS 14-15B Period that do not appear on ROPS 14-15B, as approved by the DOF; and

WHEREAS, (i) in order to avoid preventable adverse effects upon assets required to be maintained by the Successor Agency prior to disposition thereof for the benefit of the other taxing entities, (ii) in order to further the dissolution process initiated by AB 26, (iii) in order to prevent defaults under existing or pending agreements, and/or (iv) for the proper functioning of the Successor Agency, it is necessary for certain work to occur (collectively, the “**ROPS 14-15B Period Necessary Work**”) and certain payments to be made (collectively, the “**ROPS 14-15B Period Necessary Payments**”) during the ROPS 14-15B Period; and

WHEREAS, the ROPS 14-15B Period Necessary Work and the ROPS 14-15B Period Necessary Payments consist of the following:

- (i) Property management for three Downtown buildings, to be performed by Alert Property Management Company, in the amount of up to \$7,200;
- (ii) Property maintenance for three Downtown buildings, to be performed by Alert Property Management Company, in the amount of up to \$7,883;
- (iii) Property tax and tax increment preparation, to be performed by Hdl Coren & Cone, in the amount of up to \$30,000;
- (iv) Maintenance and repair work for various Heritage Square properties, buildings and structures, to be performed by Mr. Gary Blum, in the amount of up to \$71,124;
- (v) Litigation services, to be performed by Kane, Ballmer & Berkman, in the amount of up to \$75,000;
- (vi) Elevator maintenance and repair services, to be performed by ThyssenKrupp Elevator Corporation, in the amount of up to \$9,000; and
- (vii) Phase Two of Long-Range Property Management Plan Advisory Services Pursuant to Assembly Bill No. 1484, to be performed by Kosmont & Associates, Inc. doing business as Kosmont Companies, in the amount of up to \$50,000.

WHEREAS, the ROPS 14-15B Period Necessary Work cannot occur during the ROPS 14-15B Period unless the ROPS 14-15B Period Necessary Payments are made during the ROPS 14-15B Period; and

WHEREAS, because the ROPS 14-15B Period Necessary Work does not appear on ROPS 14-15B, as approved by the DOF, the Successor Agency may not make the ROPS 14-15B Period Necessary Payments during the ROPS 14-15B Period; and

WHEREAS, (i) in order to avoid preventable adverse effects upon assets required to be maintained by the Successor Agency prior to disposition thereof for the benefit of the other taxing entities, (ii) in order to further the dissolution process initiated by AB 26, (iii) in order to prevent defaults under existing or pending agreements, and/or (iv) for the proper functioning of the Successor Agency, the City desires to make the ROPS 14-15B Period Necessary Payments

during the ROPS 14-15B Period in order to allow the ROPS 14-15B Period Necessary Work to occur during the ROPS 14-15B Period, provided that the City shall be reimbursed in full by the Successor Agency during the subsequent ROPS period (the “**ROPS 15-16A Period**”) for any such ROPS 14-15B Period Necessary Payments made by the City during the ROPS 14-15B Period; and

WHEREAS, the City and the Successor Agency desire to enter into this Agreement in order to provide for: (i) the City’s payment of the ROPS 14-15B Period Necessary Payments for the ROPS 14-15B Period Necessary Work during the ROPS 14-15B Period and (ii) the Successor Agency’s reimbursement in full to the City during the ROPS 15-16A Period of any amounts paid by the City during the ROPS 14-15B Period of ROPS 14-15B Period Necessary Payments for the ROPS 14-15B Period Necessary Work; and

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

WHEREAS, subject to Oversight Board approval, the Successor Agency may enter into this Agreement with the City pursuant to the authority granted by California Health and Safety Code Sections 33220, 34173(h), 34177.3 and 34180(h); and

WHEREAS, the City and the Successor Agency have determined that entering into this Agreement is in the best interests of the City and the Successor Agency.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I.

INTRODUCTORY PROVISIONS

Section 1.01 Recitals. The recitals above are an integral part of this Agreement and set forth the intentions of the parties hereto and the premises on which the parties hereto have decided to enter into this Agreement.

ARTICLE II.

PAYMENT AND REIMBURSEMENT PROVISIONS

Section 2.01 City Payment. The City shall pay promptly during the ROPS 14-15B Period the ROPS 14-15B Period Necessary Payments for the ROPS 14-15B Period Necessary Work, as directed by the Successor Agency.

Section 2.02 Successor Agency Reimbursement. The Successor Agency shall reimburse the City in full during the ROPS 15-16A Period for any payment by the City during the ROPS 14-15B Period of ROPS 14-15B Period Necessary Payments for the ROPS 14-15B Period Necessary Work. If the City is not reimbursed by the Successor Agency in full during the ROPS 15-16A Period, then the remaining amount shall be due and payable in full to the City on every subsequent ROPS until paid. This reimbursement obligation is an enforceable obligation of the Successor Agency payable solely from property tax receipts maintained in the Redevelopment Property Tax Trust Fund (“RPTTF”) by the Ventura County Auditor-Controller for the purpose of paying enforceable obligations of the Successor Agency. This reimbursement obligation is not subject to the restrictions of Section 34176(e)(6)(B) or Section 34191.4(b) of the California Health and Safety Code and shall be paid from first available RPTTF funds not required for other enforceable obligations.

ARTICLE III.

DEFAULT AND REMEDIES

Section 3.01 Event of Default. Failure by the Successor Agency to reimburse the City as described herein shall constitute a default (a “Default”).

Section 3.02 No Waiver. A waiver of any Default by the City shall not affect any subsequent Default or impair any rights or remedies on the subsequent Default.

Section 3.03 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

ARTICLE IV.

MISCELLANEOUS

Section 4.01 No Merger. In entering into this Agreement, the City is acting in its capacity as a municipal corporation, while the Successor Agency is acting in its capacity as a successor agency; and both the City and the Successor Agency are acting pursuant to the specific authority granted by California Health and Safety Code Sections 33220, 34173(h), 34177.3 and 34180(h) authorizing agreements between the City and the Successor Agency. In consequence, the parties to this Agreement are not merged.

Section 4.02 Amendment. This Agreement may be amended by the parties hereto but only by a written instrument signed by both parties and with the approval of the Oversight Board.

Section 4.03 Effective Date. This Agreement shall take effect upon approval by the Oversight Board and, following that approval, at the time and in the manner prescribed in California Health and Safety Code Section 34179(h).

Section 4.04 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either the City or the Successor Agency of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then the City and the Successor Agency shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to the City and the Successor Agency.

Section 4.05 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 4.06 Authority. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

Section 4.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[signatures on following page]

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Successor Agency have caused this Agreement to be signed by their respective officers all as of the day and year first above written.

"City"

CITY OF OXNARD, a municipal corporation
of the State of California

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

KANE, BALLMER & BERKMAN
Redevelopment Special Counsel

By: Todd C. Mooney
Name: Todd C. Mooney
Title: Senior Associate

"Successor Agency"

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

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

By: Todd C. Mooney
Name: Todd C. Mooney
Title: Senior Associate



Meeting Date: 2/24/2015

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

Prepared By: Greg Nyhoff, City Manager

Agenda Item No. S-1

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: February 11, 2015

TO: City Council

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

SUBJECT: Agreements for City Council Review

RECOMMENDATION

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

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

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

City Manager Contract List for 02/24/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	Environmental Resources Dept.	Alert Communications	After Hours Answering Service for the Environmental Resources Department	\$87,000
	Todd Housley	Agreement No. 6969-14-CM	Answering service to answer the Environmental Call Center line on weekends, holidays, after City regular business hours and as needed. This is a one year agreement for an amount not to exceed \$29,000 and two additional one-year extensions for a total of three years.	
	385-8221		An RFP was issued for hotline services on April 1, 2013, and is on file in the City's purchasing office. Total Contract Amount: \$87,000 FundingSource: Environmental Resources	
B Original Agreement	General Services	Alert Communications	After Hours Answering Service for the Graffiti Hotline	\$45,000
	Cyndi Hookstra	Agreement No. 6967-14-CM	Answering service to answer the graffiti hotline and dispatch crews on weekends, holidays, after City regular business hours and as needed. This is a one-year agreement for an amount not to exceed \$15,000 and two additional one-year extensions for a total of three years. The first agreement was allowed to lapse in error on June 30, 2014. This agreement replaced the first expired agreement for necessary services.	
	385-8079		An RFP was issued for hotline services on April 1, 2013, and is on file in the City's purchasing office. Total Contract Amount: \$45,000 FundingSource: General Fund	
C Original Agreement	Police Department	New Image 2000 Mobile Carwash	Carwash Services for Oxnard Police Department Fleet	\$135,000
	Andrew Salinas	Agreement No. 6386-13-PO	To provide washing and detailing services for all Police vehicles. This includes Patrol, Investigations, Special Operations, Administrative vehicles, and Code Compliance. The vendor also provides hazardous material cleanup for police units which includes bodily fluids.	
	805-385-7756		A request for proposal process was completed in November 2013, and resulted in the selection of New Image 2000 Mobile Car Wash. This agreement is retroactive to December 15, 2013. This is a 3-year contract at \$45,000 per year for a total value of \$135,000. Total Contract Amount: \$135,000 FundingSource: General Fund	

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ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 02/24/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D Amendment	Community Development Kymberly Horner	Kosmont Companies Agreement No. 6897-14-CD	Consultant Services Agreement Pertaining to the Long Range Property Management Plan Staff is requesting approval be granted for a First Amendment to Agreement for Consulting Services with Kosmont Companies ("Consultant") in the amount of \$50,000 and for a term ending June 30, 2017. The proposed First Amendment provides an extension of the scope of services, the term and dollar amount of the Original Agreement. The original Agreement was for \$15,000. The purpose of the proposed First Amendment to the Consulting Services Agreement is to evaluate the fiscal impacts, economic benefits and disposition alternatives of key downtown properties owned by the Successor Agency, in connection with the Successor Agency's Long Range Property Management Plan ("LRPMP"). The Consultant provides specialized redevelopment analysis and strategic planning services for agencies throughout California, and was selected based on the firm's ability to provide specialized services in the winding down of redevelopment agencies. Total Contract Amount: \$65,000 FundingSource: General Fund/Successor Agency	\$50,000
E 149	Utilities/Wastewater Jeffrey Miller	Sam Hill & Sons Agreement No. A-7721	Emergency Repairs to Sewers and Storm Drains Emergency sewer manhole replacement at the intersection of Victoria Avenue and Hemlock Street due to a failure at the lower shaft section of the manhole that allowed dirt and debris to enter the sewer line causing a partial sewer blockage. A large cavity that was forming underneath the roadway was also repaired along with an adjacent manhole that needed to be rehabilitated prior to failing. This contract was a Public Bid. Sam Hill & Sons was the lowest qualified bidder. The contract amount is unchanged. The balance of the contract is \$1,406,160.61. Total Contract Amount: \$1,500,000 FundingSource: Wastewater Collection Operating	\$75,290

ATTACHMENT 1
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City Manager Contract List for 02/24/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
F	Change Order	Development Services Cynthia Daniels	Security Paving Co. Inc. Agreement No. 7228	Project Spec. PW03-19 Rice/Santa Clara Ave Interchange at Highway 101 Improvements This change order is a credit to the City for work the contractor performed on the 45-inch water line relocation along Rice Avenue. The credit is based on proof of actual work performed and reviewed by the City's construction manager. Project specifications require a price adjustment analysis when the actual quantity installed or constructed (in this case, Bid Item No. 128) exceeds the bid quantity by more than 25 percent. Contractor was selected as lowest bidder in October 2009. Total Contract Amount: \$35,527,923 FundingSource: Circulation System Improvement Fees (Traffic Impact Fee)	-\$62,560
		385-7871	Change Order 114		

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ATTACHMENT 1
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Meeting Date: 02/24/15

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW* Agenda Item No. S-2Reviewed By: City Manager *JM* City Attorney *FT* Finance *JB* Other (Specify) _____

DATE: January 6, 2015

TO: City Council

FROM: James A. Williams, Fire Chief
Fire Department*James A. Williams*

SUBJECT: California Fire Assistance Agreement Terms and Conditions

RECOMMENDATION

That City Council adopt a resolution identifying the terms and conditions for Fire Department response to incidents that are under the California Fire Assistance Agreement (CFAA).

DISCUSSION

Effective January 1, 2015, the California Office of Emergency Services (CalOES) modified their funding process to require local agencies to have a resolution or contract provision to authorize reimbursement.

The City of Oxnard Fire Department routinely responds to requests for assistance to incidents outside of the jurisdiction of the City of Oxnard. These incidents and request for Mutual Aid typically occur from May through November but can occur at other times depending on emergency activity throughout the State. For incidents that are under the CFAA, these requests for resources to respond may be through an "Assistance for Hire" agreement administered by CalOES.

For such incidents, all costs may be reimbursed from the time of dispatch to the incident to time of return to the jurisdiction (portal to portal) for such resources under the "Assistance for Hire" agreement. These costs include identified personnel costs, equipment use, equipment repair or replacement and allowable administrative costs as authorized by the agreement. If the City does not adopt a resolution, CalOES will only reimburse the City for the time the resource(s) are at the incident.

FINANCIAL IMPACT

Adoption of the resolution will provide for full cost reimbursement for Fire Department response to CFAA incidents.

Attachment No. 1 – Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT
RESPONSE TO INCIDENTS OUTSIDE OF THE JURISDICTION WHEN THE
OXNARD FIRE DEPARTMENT IS COMPENSATED OR REIMBURSED FOR
SUCH RESPONSE

WHEREAS, the Oxnard Fire Department routinely responds to requests for assistance to incidents outside the jurisdiction; and

WHEREAS, the request for resources to respond for assistance may be through an "Assistance for Hire" agreement; and

WHEREAS, the Oxnard Fire Department may be compensated for resources provided or reimbursed for response expenses through such agreements; and

WHEREAS, Oxnard Fire Department personnel will be compensated for all time (portal to portal) by the City of Oxnard for response through such agreements.

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

1. When the City of Oxnard receives compensation and/or reimbursement for incident/event response through an agreement, such compensation and/or reimbursement shall be used for personnel compensation, equipment use, repair, and replacement, and allowable administrative costs as authorized by the agreement.
2. Personnel shall be compensated according to a Memorandum of Understanding (MOU), and/or other directive that identifies personnel compensation in the workplace.
3. In the event a personnel classification does not have an assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document shall be used to compensate such personnel.
4. The Oxnard Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.
5. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

6. Oxnard Fire Department response personnel include: Fire Chief, Assistant Chief, Battalion Chief, Fire Captain, Engineer, Fire Inspector and Firefighter.

PASSED AND ADOPTED THIS 24TH day of February, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney



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

Prepared By: Brian Woolley, Traffic Sergeant *Woolley* Agenda Item No. S-3
Reviewed By: City Manager *Woolley* City Attorney *JBR* Finance *JD* Other (Specify) _____

DATE: January 29, 2015

TO: City Council

FROM: Jeri Williams, Chief of Police *J. Williams*
Police Department

SUBJECT: State of California Grant for Selective Traffic Enforcement

RECOMMENDATION

That City Council adopt a resolution:

1. Authorizing the City Manager to execute and submit an application for \$307,544.80 in grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2015/16 Selective Traffic Enforcement Program.
2. Authorizing the City Manager or designee to execute grant agreements.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve budget appropriations for the use of grant funds upon award.
4. Authorizing the Chief of Police or designee to submit non-financial reports.

DISCUSSION

The State of California, OTS has offered grant funding to assist the City in reducing the number of injury and fatal traffic collisions that occur on our City's roadways. The Police Department wishes to apply for the grant titled "Selective Traffic Enforcement Program" in the amount of \$307,544.80. Over the past 20 years, OTS has provided funding for programs that help reduce the amount of fatal and injury-related traffic collisions within the City. A major emphasis has been related to keeping Driving Under the Influence (DUI) drivers off our roadways and educating City residents about the dangers of drinking and driving. While working in conjunction with OTS, the number of fatal and injury-related traffic collisions in the City has decreased. In addition, alcohol related incidents have also decreased.

This funding will allow continued enforcement and education in order to keep the residents of Oxnard safe from DUI drivers. The City can accomplish this goal by reducing the amount of alcohol-related traffic collisions. Taking different proactive approaches to DUI enforcement, continued public education aimed at the youth in our community, and maximum enforcement on all DUI related crimes

State of California Grant for DUI Enforcement and Education

January 29, 2015

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are strategies employed in this grant. This grant will also provide funding to address the issue of collisions related to other unsafe driving habits such as speeding, following too close and distracted driving.

This grant looks at continuing with proactive and innovative approaches to combating DUI collisions and will allow the Police Department to continue conducting warrant operations that target multiple DUI offenders who have violated their probation terms and have failed to appear in court.

This grant also looks at targeting the “worst of the worst” and repeat DUI offenders. These offenders are drivers who are already on probation and have suspended or revoked driver licenses; however, these offenders continue to drive motor vehicles and more importantly, drive while intoxicated. Officers will continue to conduct surveillance operations that will result in the arrest of these offenders.

FINANCIAL IMPACT

The Selective Traffic Enforcement Program Grant does not require a local match contribution.

Attachment #1 - City Council Resolution approving submittal of grant application

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE
SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the State of California, Office of Traffic Safety for \$307,544.80 in Office of Traffic Safety grant funds, to be used for selective traffic enforcement.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for selective traffic enforcement and resolves to recognize grant revenue in the amount of \$307,544.80 from the State of California, Office of Traffic Safety. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer designee is authorized to submit financial reports and grant claims and approve budget appropriations for the use of grant funds; and the Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 24th day of February 2015 by the following vote:

AYES:

NOES:

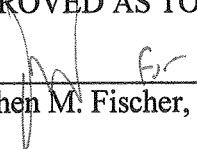
ABSENT:

Timothy B. Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. _____
PAGE 1 OF 1