

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.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Regular Meeting
Council Chambers, 305 West Third Street
May 24, 2016
4:30 P.M. - Closed Session
6:00 P.M. - Regular Session

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: OXNARD CITY COUNCIL

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - 4:30 P.M. (PLEASE SEE PAGE 4 FOR DESCRIPTION)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

1. Presentation by United Water Conservation District of the 2016 Richard V. Laubacher Water Conservation Award to the City of Oxnard for Outstanding Contributions in the Field of Water Conservation.
2. Presentation of a Commendation to Oxnard United Soccer Club for Winning the California South State Cup Presidents Division Tournament Boys Under 16 Age Group.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. 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.oxnard.org.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

H. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS**I. REVIEW OF INFORMATION/CONSENT AGENDA**

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

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

1. **SUBJECT:** Resolution Honoring William D. Soo Hoo for Eight Years as an Elected Official Serving the Oxnard Community.

RECOMMENDATION: That City Council adopt a resolution honoring William D. Soo Hoo for eight years as an elected official serving the Oxnard community.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

2. **SUBJECT:** Second Reading and Adoption of Ordinance No. 2904, Approving PZ No. 15-570-03 (Zone Change).

RECOMMENDATION: That City Council adopt Ordinance No. 2905 approving PZ No. 15-570-03 (Zone Change) to change the zoning designation from Multiple-Family Planned Development (R-2-PD) to General Commercial-Planned Development (C-2-PD) and amend the City of Oxnard Zoning Map for the properties located at Assessor Parcel Nos. 220-0-323-375 and 220-0-323-385.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Public Works Department

3. **SUBJECT:** Resolution Commending John Bray for Twenty-Six Years of Service

RECOMMENDATION: That City Council adopt a resolution commending John Bray for twenty-six years of exemplary service to the City of Oxnard.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

Economic Development Department

4. SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2016-2017 Within the Oxnard Downtown Management District (The "ODMD")

RECOMMENDATION: That the City Council adopt a resolution ordering the levy and collection of assessments within the ODMD for Fiscal Year ("FY") 2016-17.

Legislative Body: CC

Contact: Kymberly Horner

Phone: 385-7853

L. PUBLIC HEARINGS

M. APPOINTMENT ITEMS – 6:45 P.M.

Finance Department

1. SUBJECT: Status Update and Discussion of Budget Impacts of Significant Audit Related Adjustments. (20/60)

RECOMMENDATION: That City Council receive a report describing corrected entries affecting the General Fund cash balances and net assets.

Legislative Body: CC

Contact: Maria A. Hurtado

Phone: 385-7430

N. REPORTS

Public Works Department

1. SUBJECT: First Amendment to Agreement with Agromin for Organic Waste Recycling Services at Agromin Facilities Located at Limoneira Farms in Santa Paula and Simi Valley Recycling Center in Simi Valley (Agreement No. A-7662) - (5/10)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment with Agromin to increase the amount by \$2,000,000 from an initial agreement value of \$1,575,000 to a total of \$3,575,000 and to extend the expiration date from March 26, 2016 to March 26, 2018, for organic waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California and at the Simi Valley Recycling Center (SVRC) located at 2801 Madera Road in Simi Valley (Agreement No. A-7662).

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

2. SUBJECT: Receive a Verbal Report on the May 11, 2016 Sewage Spill at Etting Road and Olds Road. (5/20)

RECOMMENDATION: That City Council receive a verbal report on the May 11, 2016 sewage spill at Etting Road and Olds Road.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

3. SUBJECT: Purchase Eight (8) Ford Police Interceptor Utility Vehicles. (5/15)

RECOMMENDATION: That City Council: 1) Approve and authorize the Mayor to execute Purchase Order No. 5843 in the amount of \$346,728 with National Auto Fleet Group for the purchase of eight (8) Ford Police Interceptor Utility Vehicles; and 2) Approve a budget appropriation in the amount of \$346,728 from GF Fund Balance for the purchase of eight (8) Ford Police Interceptor Utility Vehicles.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

POLICE DEPARTMENT4. SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program Grant Funding 2016. (10/10)

RECOMMENDATION: That City Council adopt a resolution: Authorizing the City Manager or designee to execute grant agreement #A-7865 for funding from the State of California, Board of State and Community Corrections (BSCC) to continue the California Gang Reduction, Intervention, and Prevention (CalGRIP) Program for calendar year 2016; and Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of CalGRIP funds; and Authorizing the City Manager or designee to submit all program related progress or status reports to BSCC.

Legislative Body: CC

Contact: Jeri Williams

Phone: 805-385-7624

O. PUBLIC COMMENTS ON REPORTS

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

P. 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.

Q. STUDY SESSIONC. CLOSED SESSION**1. Public Employee Performance Evaluation**

CC Title: City Manager

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

2. Conference with Legal Counsel – Labor Negotiations

CC (Government Code Section 54957.6(a)) City's Designated Representative: Stephen M. Fischer, City Attorney. Unrepresented Employee: City Manager

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to provide instructions to the City's negotiator.

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Greg Nyhoff, City Manager

SUBJECT: Resolution Honoring William D. Soo Hoo for Eight Years as an Elected Official
Serving the Oxnard Community.

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

RECOMMENDATION:

That City Council adopt a resolution honoring William D. Soo Hoo for eight years as an elected official serving the Oxnard community.

ATTACHMENTS:

Attachment A Resolution William Soo Hoo

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
HONORING WILLIAM D. SOO HOO FOR EIGHT YEARS AS AN
ELECTED OFFICIAL SERVING THE OXNARD COMMUNITY

WHEREAS, William D. Soo Hoo was born in 1924 in Oxnard, California to Soo Hoo Yee Tom and Soo Hoo Jung Hall; and

WHEREAS, William D. Soo Hoo attended local schools and graduated from Oxnard High School; and

WHEREAS, William D. Soo Hoo graduated and joined the Army to serve his country during World War II with the 788th Field Artillery Battalion; and

WHEREAS, William D. Soo Hoo decided to enter public service as a result of having been the victim of discriminatory deed restrictions in housing; and

WHEREAS, in 1956, William D. Soo Hoo began his public service career as the first Chinese American to serve as a member of the Grand Jury; and

WHEREAS, on April 10, 1962, William D. Soo Hoo was elected to the Oxnard City Council; and

WHEREAS, on April 12, 1966, William D. Soo Hoo became the first Chinese American mayor of the City of Oxnard and in the United States; and

WHEREAS, William D. Soo Hoo married Angela Lee and together they raised their only son Brian; and

WHEREAS, William D. Soo Hoo distinguished himself as a Statesman by displaying a special aptitude for working closely and cooperatively with elected officials from other governmental agencies and in so doing attracted both praise and prestige to the City of Oxnard; and

WHEREAS, William D. Soo Hoo demonstrated sensitivity and responsiveness to his constituency consistent with the highest democratic ideals and helped transform the aspirations of his constituents into the realities which we enjoy today in the form of a well-balanced city offering broad employment opportunities and diversified recreational facilities; and

WHEREAS, William D. Soo Hoo contributed greatly to the City of Oxnard as a member of the Oxnard Housing Authority, Redevelopment Agency, and numerous boards, commissions and committees; and

WHEREAS, William D. Soo Hoo was instrumental in the construction of the Oxnard Performing Arts Center.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to honor William D. Soo Hoo for his dedicated public service and his significant leadership role in enriching the Oxnard community for the betterment of its residents.

PASSED AND ADOPTED this 24th day of May, 2016 by the following votes:

AYES:

NOES:

Tim Flynn
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez
City Clerk

Stephen M. Fischer
City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Development Services Director

SUBJECT: Second Reading and Adoption of Ordinance No. 2904, Approving PZ No. 15-570-03 (Zone Change).

CONTACT: Douglas Spondello, Development Services
Doug.Spondello@oxnard.org, 385-3919

RECOMMENDATION:

That City Council adopt Ordinance No. 2905 approving PZ No. 15-570-03 (Zone Change) to change the zoning designation from Multiple-Family Planned Development (R-2-PD) to General Commercial-Planned Development (C-2-PD) and amend the City of Oxnard Zoning Map for the properties located at Assessor Parcel Nos. 220-0-323-375 and 220-0-323-385.

ATTACHMENTS:

Attachment A. Ordinance No. 2905

ORDINANCE NO. 2905

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 15-570-03 (ZONE CHANGE) TO CHANGE THE EXISTING ZONING DESIGNATION FROM MULTIPLE-FAMILY-PLANNED DEVELOPMENT (R-2-PD) TO GENERAL COMMERCIAL-PLANNED DEVELOPMENT (C-2-PD), AMENDING THE CITY OF OXNARD ZONING MAP FOR THE PROPERTIES LOCATED AT ASSESSOR PARCEL NOS (APN). 220-0-323-375 AND 220-0-323-385, SUBJECT TO CERTAIN FINDINGS. FILED BY THE CITY OF OXNARD, DEVELOPMENT SERVICES DEPARTMENT, 214 SOUTH C STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, on May, 13, 2015, Vince Daly, The Daly Group, Inc, (the “**Applicant**” and/or “**Developer**”), submitted a request to allow construction of 66 market rate and six affordable (very-low income) apartments and associated site improvements on a 2.97-acre site, portions of which are proposed on APN 220-0-323-375 and 220-0-323-385 (the “**Project**”); and

WHEREAS, the City of Oxnard has initiated a zone change for the two above-referenced parcels (APN 220-0-323-375 and 220-0-323-385) to bring the subject properties into compliance with the 2030 General Plan land use designation; and

WHEREAS, on April 7, 2016, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit Nos. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change) to allow construction of the aforementioned Project, in accordance with Oxnard City Code; and

WHEREAS, the Planning Commission recommended that the City Council approve the Project; and

WHEREAS, Government Code Section 65860(c) requires that all City zoning be consistent with the City of Oxnard 2030 General Plan; and

WHEREAS, the City Council finds, after review of all written and oral evidence presented at the public hearing, that the Project is consistent with the City of Oxnard 2030 General Plan for the reasons set forth in City Council and Planning Commission Staff Reports; and

WHEREAS, the Planning and Environmental Services Division has determined that the impacts of the Project were previously analyzed by Environmental Impact Report No 09-01, certified for the 2030 General Plan, as described in the Planning Commission Staff Report.

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Section 15332 for in-fill development projects, and satisfies all criteria for this exemption, as described in the Planning Commission Staff Report; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the Planning and Environmental Services Division has determined that the Project is exempt pursuant to Section 15061(b)(3), as described in the Planning Commission Staff Report; and

WHEREAS, on May 17, 2016, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor of and in opposition to the Project, considered an application for the Project; and

WHEREAS, the City of Oxnard published notice of the City Council public hearing on the Project in the Vida newspaper pursuant to Government Code Section 65090.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The City Council hereby: (i) approves Planning and Zoning Permit No. 15-570-03 (Zone Change) to change the existing zoning designation from Multiple-Family-Planned Development (R-2-PD) to General Commercial-Planned Development (C-2-PD); (ii) approves an amendment of the City of Oxnard Zoning Map to change the zoning designations of property as shown in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 2. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance.

SECTION 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. 2905 was first read on May 17, 2016, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this _____ day of _____, 2016, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

*Ordinance No. 2905
PZ 15-570-03(Zone Change)
Page 3*

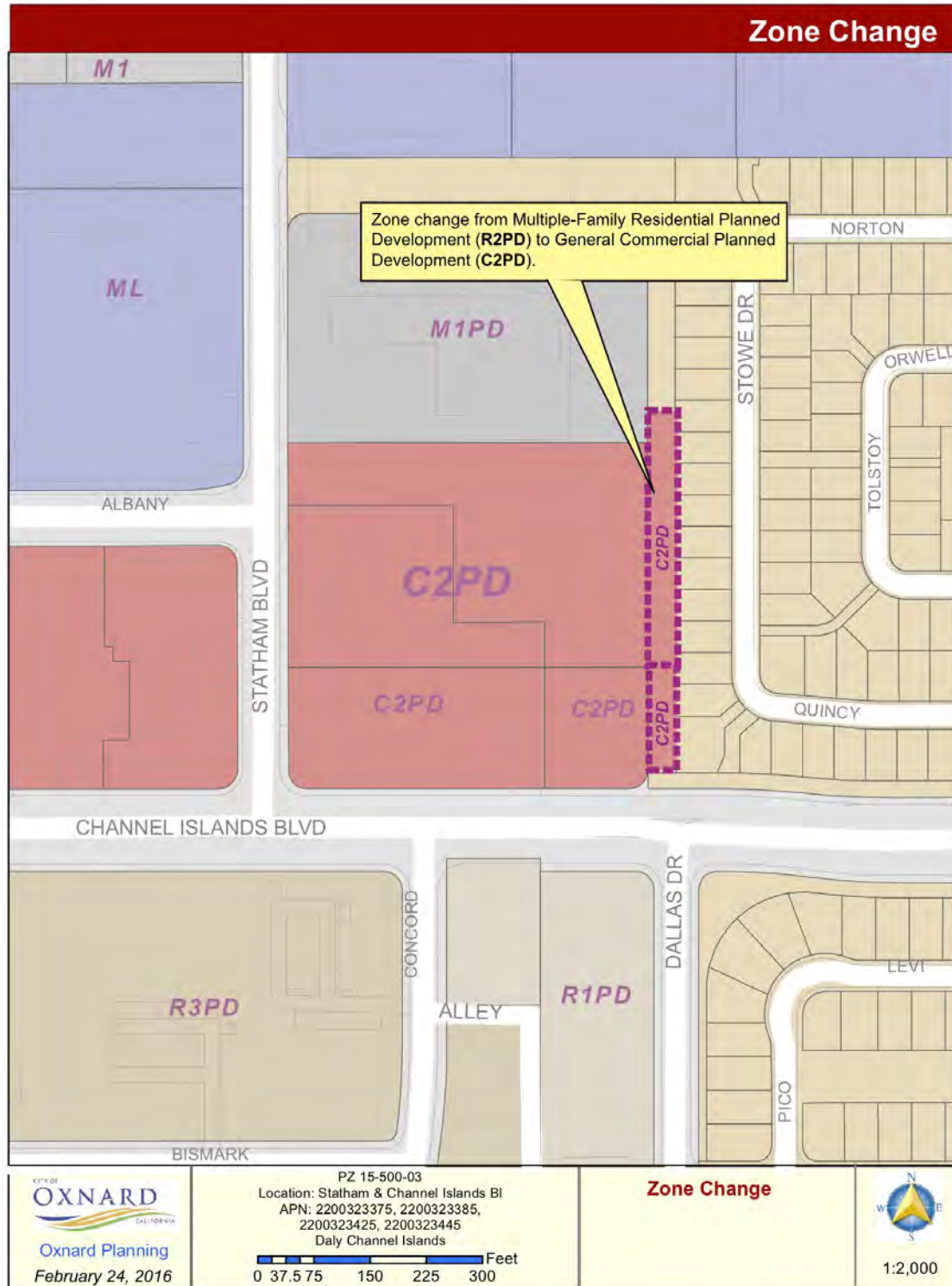
ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A CITY OF OXNARD ZONING MAP





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Resolution Commending John Bray for Twenty-Six Years of Service

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION:

That City Council adopt a resolution commending John Bray for twenty-six years of exemplary service to the City of Oxnard.

ATTACHMENTS:

RESOLUTION to John Bray

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING
JOHN BRAY FOR TWENTY-SIX YEARS OF EXEMPLARY SERVICE TO THE
CITY OF OXNARD

WHEREAS, John Bray has given 26 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, John Bray began his career with the City of Oxnard as a Maintenance Worker Trainee in the Parks Division on April 9, 1990; and

WHEREAS, John Bray was promoted to Groundswoker I in the Parks Division; to Groundswoker II for the Parks Division on April 25, 1992; to Refuse Collector for the Solid Waste Division on July 2, 1994; and finally to Solid Waste Operator II on October 7, 1996; and

WHEREAS, John Bray has served as a Solid Waste Operator II under several Environmental Resources Division Managers, beginning with Division Manager John Zaragoza through current Division Manager Todd Vasquez-Housley; and

WHEREAS, John Bray exemplifies the best in public service and will be truly missed by his co-workers and friends at the City of Oxnard for his loyal dedication and encouraging spirit.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend John Bray for 26 years of exemplary service to the City of Oxnard and extends best wishes for success in all of his future endeavors.

PASSED AND ADOPTED this 24th day of May, 2016 by the following votes:

AYES:

NOES:

Tim Flynn
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez
City Clerk

Stephen M. Fischer
City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: May 24, 2016

TO: City Council

FROM: Kymberly Horner, ED Director

SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2016-2017 Within the Oxnard Downtown Management District (The "ODMD")

CONTACT: Kymberly Horner, Economic Development
Kymberly.Horner@oxnard.org, 385-7853

RECOMMENDATION:

That the City Council adopt a resolution ordering the levy and collection of assessments within the ODMD for Fiscal Year ("FY") 2016-17.

DISCUSSION

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts (the "PBIDs") within business districts to promote enhanced economic revitalization and physical maintenance of such business districts. The Law authorizes cities to approve the levy and collection of assessments on real property within such districts for the purpose of providing enhanced improvements and promoting activities that specifically benefit real property within such districts.

On July 29, 2014, the Oxnard City Council re-established and modified the Downtown PBID (the "District") for a five-year period (FY 2014-15 - FY 2018-19). Annually, the City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District. The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those normally provided by the City; a public safety program; promotions and marketing; expansion of thematic physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District. The District's Annual Report will be

Resolution Approving Levy and Collection of Assessments for Fiscal Year 2016-2017 Within the Oxnard
 May 24, 2016
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provided to the City Council at a future Council meeting in accordance with the Agreement between the City and the District.

The proposed assessment is \$454,094.55, which reflects no rate increase over the previous fiscal year. Of the total assessments to be levied, \$317,529.92 is to be charged to private owners and \$136,564.63 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year. There is no increase in the assessment for FY 2016-17.

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2016-17. Any assessed non-City public agencies, for which the County does not bill a District assessment, will receive a hand bill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Oxnard Downtown Management District at a minimum of twice a year.

The Successor Agency will be responsible for the assessments for properties owned by the former Redevelopment Agency/Community Development Commission (“CDC”), and the City will be responsible for properties owned by the City, Housing Authority and Parking Authority. The Successor Agency’s 2016-17 PBID Assessment is approximately \$28,864.01, however upon the transfer of approximately 40 properties from the Successor Agency to the City, the Successor Agency’s obligation will be approximately \$6,778.45, thus increasing the City’s share of the PBID by \$22,085.56. Currently, the City’s 2016-17 PBID Assessment is approximately \$107,700.72. Upon the transfer of the Successor Agency’s parcels to the City, the City’s share will then be approximately \$129,786.28. It is anticipated that the transfer of the properties will occur prior to June 30, 2016. The Recommended FY 2016-2017 Budget will include \$129,786.28 in account 101-8210-801.85-28 for the City’s share.

ATTACHMENTS:

Attachment A - RESOLUTION

Attachment B - ODMD Boundary Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD APPROVING
THE LEVY AND COLLECTION OF ASSESSMENTS FOR
FISCAL YEAR 2016-17 WITHIN THE OXNARD DOWNTOWN
MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY
AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994,
PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS
AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the “Law”), authorizes cities to establish property and business improvement Districts “PBIDS”) within business districts to promote the economic revitalization and physical maintenance of such districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, on July 29, 2014, the Oxnard City Council re-established and modified for a five-year period the property and business improvement district named the Oxnard Downtown Management District (the “District”); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and collect assessments in the District for each of the five years.

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

Section 1. The levy and collection of assessments against lots and parcels of real property within the District for Fiscal Year 2016-17 is ordered as shown on Exhibit “A,” attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include providing street, sidewalk, alley, and parking lot cleaning and other municipal services supplemental to those normally provided by the City; a public safety/Ambassador Guide Program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real property located in the District.

Section 3. The assessment to be levied and collected for Fiscal Year 2016-17 is \$454,094.55 which reflects a rate increase of 0 percent over the previous fiscal year. Of the total Assessments to be levied, \$317,529.92 is to be charged to private owners and \$136,564.63 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not-to-exceed five percent per year.

The Oxnard Downtown Management District (“ODMD”) Board of Directors has approved an increase of 0 percent for the Fiscal Year 2016-17.

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to request County of Ventura to collect assessments for the District for Fiscal Year 2016-17.

Resolution No.

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Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the Report to the Ventura County Auditor, as may be required, to place said assessment on the secured property tax roll for the Fiscal Year 2016-17.

PASSED AND ADOPTED this _____ day of _____, 2016, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

DOWNTOWN OXNARD MANAGEMENT DISTRICT PLAN

EXHIBIT A

2016-17 Assessment Roll

APN	2015-16 PBID ASSMT
2010113110	\$3,524.03
2010160010	\$626.95
2010160020	\$593.34
2010160030	\$1,667.87
2010160040	\$443.67
2010160050	\$820.66
2010160060	\$413.13
2010160070	\$697.97
2010160080	\$646.88
2010160090	\$624.69
2010160100	\$705.86
2010160110	\$873.17
2010160120	\$733.47
2010160130	\$1,205.31
2010160170	\$1,419.27
2010160180	\$1,613.20
2010160190	\$924.75
2010160200	\$1,791.53
2010160220	\$1,039.87
2010160250	\$1,041.65
2010160260	\$2,009.43
2010211010	\$1,804.88
2010211040	\$441.02
2010211110	\$806.17
2010211120	\$684.59
2010211130	\$517.70
2010211140	\$517.70
2010211155	\$517.70
2010211170	\$1,716.43
2010211180	\$1,255.08
2010211190	\$1,458.63
2010211200	\$1,492.10
2010211210	\$1,496.39
2010211225	\$414.15
2010211230	\$617.32
2010211300	\$531.26
2010211360	\$1,062.24
2010211380	\$1,254.22
2010212010	\$1,427.87
2010212020	\$1,232.54
2010212030	\$1,226.47
2010212060	\$1,165.78

2010212070	\$1,310.52
2010212140	\$1,214.33
2010212150	\$2,770.66
2010212165	\$1,502.87
2010212170	\$1,542.32
2010212180	\$913.18
2010212190	\$945.52
2010212200	\$692.94
2010212230	\$1,105.09
2010212260	\$1,678.34
2010212270	\$1,323.84
2010213010	\$1,099.62
2010213020	\$667.24
2010213030	\$826.25
2010213075	\$515.52
2010213080	\$1,119.99
2010213090	\$1,176.75
2010213100	\$607.20
2010213110	\$220.64
2010213120	\$55.16
2010213130	\$1,022.18
2010213140	\$533.35
2010213150	\$500.54
2010213160	\$2,329.43
2010214010	\$750.04
2010214020	\$2,923.70
2010214030	\$2,043.08
2010214040	\$2,568.54
2010271030	\$607.20
2010271040	\$573.20
2010271060	\$623.01
2010271070	\$803.88
2010271080	\$1,131.02
2010271090	\$555.94
2010271100	\$761.09
2010271110	\$761.09
2010271160	\$220.64
2010271170	\$1,304.78
2010271180	\$2,632.17
2010272010	\$1,047.36
2010272020	\$569.75
2010272030	\$569.75
2010272040	\$55.16
2010272050	\$788.70

2010272060	\$1,592.11
2010272070	\$747.28
2010272080	\$747.28
2010272090	\$945.52
2010272100	\$1,536.25
2010272110	\$877.62
2010272120	\$1,205.25
2010272140	\$555.94
2010272150	\$1,597.41
2010272160	\$747.12
2010272170	\$761.09
2010272180	\$1,317.19
2010272190	\$55.16
2010272200	\$521.43
2010272210	\$419.84
2010272220	\$1,121.44
2010272230	\$1,625.71
2010360110	\$1,563.09
2020081010	\$1,316.17
2020081020	\$747.28
2020081100	\$1,114.73
2020081160	\$747.28
2020081170	\$1,316.17
2020081180	\$761.09
2020081190	\$761.09
2020081200	\$761.09
2020081210	\$761.09
2020081220	\$761.09
2020081230	\$1,329.98
2020081240	\$566.04
2020081250	\$761.09
2020081260	\$761.09
2020081270	\$761.09
2020081280	\$761.09
2020081290	\$761.09
2020083030	\$1,223.09
2020083040	\$55.16
2020083050	\$1,479.23
2020083060	\$1,067.87
2020083070	\$1,269.99
2020083210	\$2,111.00
2020083220	\$811.33
2020085030	\$746.28
2020085040	\$802.99

2020085050	\$3,263.94
2020085190	\$751.13
2020085200	\$1,815.22
2020091100	\$747.28
2020091370	\$1,712.65
2020091380	\$940.95
2020091390	\$11,160.58
2020091400	\$3,487.31
2020092030	\$428.12
2020092040	\$669.96
2020092050	\$1,148.44
2020092060	\$1,171.38
2020092070	\$2,165.83
2020092120	\$747.28
2020092130	\$1,209.25
2020092140	\$2,044.45
2020092170	\$5,629.69
2020092180	\$1,932.73
2020092190	\$2,688.23
2020094010	\$1,851.06
2020094020	\$1,085.53
2020094035	\$2,344.62
2020094040	\$1,859.10
2020094050	\$1,129.23
2020094060	\$1,347.71
2020094080	\$1,834.31
2020094140	\$1,216.23
2020094155	\$367.37
2020094160	\$367.37
2020094170	\$730.71
2020094185	\$704.27
2020094195	\$1,359.18
2020094205	\$383.94
2020094215	\$1,679.51
2020094225	\$383.94
2020094235	\$1,110.62
2020094240	\$1,504.98
2020095075	\$747.28
2020095085	\$747.28
2020095090	\$1,305.63
2020095100	\$1,202.46
2020095110	\$747.28
2020095120	\$3,917.59
2020095140	\$2,466.89
2020095150	\$1,492.10
2020095160	\$1,492.10
2020096035	\$1,391.72
2020096040	\$0.00
2020096050	\$1,551.95
2020096060	\$1,240.90
2020096070	\$1,354.18

2020096080	\$2,892.22
2020096095	\$940.98
2020096105	\$2,373.69
2020096110	\$1,208.99
2020096125	\$697.53
2020101130	\$1,507.90
2020101190	\$629.17
2020101205	\$490.30
2020101215	\$1,723.46
2020101225	\$362.54
2020101235	\$516.59
2020101255	\$441.12
2020101270	\$363.92
2020101290	\$399.13
2020101310	\$363.92
2020101330	\$363.92
2020101355	\$363.92
2020101360	\$359.42
2020101370	\$372.20
2020101405	\$404.31
2020101415	\$3,548.56
2020101420	\$1,208.20
2020101435	\$374.27
2020101445	\$2,047.00
2020102010	\$4,654.72
2020103025	\$705.86
2020103090	\$705.86
2020103100	\$2,008.89
2020103115	\$442.82
2020103120	\$1,808.70
2020103130	\$771.09
2020103145	\$692.05
2020103175	\$357.98
2020103185	\$522.28
2020103195	\$2,032.61
2020103205	\$592.24
2020103210	\$1,066.32
2020103225	\$374.27
2020103235	\$458.70
2020103245	\$2,243.59
2020104015	\$3,434.65
2020104165	\$2,506.63
2020104395	\$7,987.85
2020104405	\$1,066.95
2020104415	\$2,185.20
2020104425	\$1,875.63
2020104435	\$3,119.47
2020105100	\$6,478.81
2020105120	\$549.04
2020105170	\$449.27
2020105180	\$2,010.88

2020105195	\$359.08
2020105205	\$540.76
2020105210	\$359.08
2020105220	\$540.76
2020105235	\$375.65
2020105245	\$920.67
2020105260	\$432.70
2020105275	\$0.00
2020105295	\$2,523.08
2020105305	\$587.70
2020105325	\$2,394.79
2020105335	\$2,103.73
2020106015	\$1,162.19
2020106035	\$535.23
2020106065	\$740.38
2020106120	\$940.49
2020106130	\$1,555.67
2020106140	\$3,404.93
2020106245	\$588.53
2020106250	\$797.74
2020106265	\$426.90
2020106275	\$635.20
2020106285	\$383.94
2020106295	\$615.90
2020106310	\$401.47
2020106320	\$504.52
2020106355	\$1,843.77
2020106370	\$943.53
2020106380	\$943.64
2020106390	\$928.49
2020106400	\$1,956.93
2020106410	\$2,319.80
2020107050	\$532.37
2020107060	\$545.59
2020107070	\$545.59
2020107080	\$2,132.05
2020107100	\$906.13
2020107110	\$1,951.00
2020107120	\$535.23
2020107135	\$1,207.29
2020107160	\$1,153.50
2020107170	\$1,367.53
2020107195	\$506.63
2020107205	\$389.03
2020107215	\$387.69
2020107225	\$494.66
2020107235	\$2,788.84
2020107240	\$2,853.62
2020107250	\$1,452.90
2020131030	\$791.80
2020131040	\$1,545.96

2020131050	\$1,643.46
2020131060	\$1,510.42
2020131070	\$1,811.43
2020131170	\$1,092.30
2020131190	\$357.45
2020131220	\$568.57
2020131230	\$1,227.44
2020133010	\$1,316.17
2020133020	\$899.01
2020133030	\$747.28
2020133040	\$747.28
2020133050	\$55.16
2020133060	\$747.28
2020133210	\$3,116.05
2020135025	\$1,213.52
2020135035	\$5,672.73
2020141050	\$0.00
2020141060	\$913.18
2020141070	\$549.04
2020141080	\$1,062.87
2020141090	\$1,062.87
2020141100	\$55.16
2020141110	\$1,712.65
2020141155	\$55.16
2020141165	\$55.16
2020141175	\$55.16
2020141185	\$55.16
2020141195	\$55.16
2020141205	\$55.16
2020141215	\$55.16
2020141225	\$55.16
2020141235	\$55.16
2020141245	\$55.16
2020141255	\$55.16
2020141265	\$55.16
2020141275	\$55.16
2020141285	\$55.16
2020141295	\$55.16
2020141305	\$55.16
2020141315	\$55.16
2020141325	\$55.16
2020141335	\$55.16

2020141345	\$55.16
2020141355	\$55.16
2020141365	\$55.16
2020141375	\$55.16
2020141385	\$55.16
2020141395	\$55.16
2020141405	\$55.16
2020141415	\$55.16
2020141425	\$55.16
2020142160	\$5,791.80
2020143015	\$2,989.57
2020143025	\$1,348.96
2020143030	\$900.22
2020143040	\$776.63
2020143050	\$549.04
2020143140	\$3,496.07
2020143230	\$1,689.97
2020143240	\$1,496.60
2020143250	\$1,116.73
2020144170	\$840.79
2020144180	\$982.45
2020144190	\$1,034.67
2020144200	\$904.56
2020144210	\$954.57
2020144220	\$494.90
2020144230	\$1,574.59
2020144240	\$494.60
2020144250	\$1,144.88
2020144260	\$837.78
2020144270	\$928.01
2020144280	\$842.53
2020144290	\$753.85
2020144300	\$867.24
2020145010	\$3,071.49
2020145030	\$1,080.22
2020145050	\$1,588.46
2020145060	\$1,043.02
2020145100	\$0.00
2020145110	\$1,475.56
2020145120	\$747.28
2020145130	\$1,378.46
2020145140	\$1,316.17

2020145190	\$747.28
2020145200	\$719.67
2020145210	\$628.28
2020145220	\$4,218.05
2020145230	\$1,059.80
2020145240	\$1,173.66
2020146010	\$1,711.02
2020146020	\$990.41
2020146030	\$929.72
2020146040	\$656.61
2020146050	\$838.68
2020146070	\$1,182.49
2020146080	\$686.96
2020146090	\$535.23
2020146100	\$899.37
2020146110	\$535.23
2020146120	\$535.23
2020146130	\$777.99
2020146140	\$2,434.98
2020146150	\$1,265.13
2020146180	\$2,017.99
2020146190	\$535.23
2020146200	\$535.23
2020146210	\$535.23
2020146220	\$4,331.30
2020380015	\$55.16
2020380025	\$55.16
2020380035	\$55.16
2020380045	\$55.16
2020380055	\$55.16
2020380065	\$55.16
2020380075	\$55.16
2020380085	\$55.16
2020380095	\$55.16
2020380105	\$55.16
2020380115	\$55.16
2020380125	\$55.16
	\$454,094.55



**OXNARD DOWNTOWN
MANAGEMENT DISTRICT
BOUNDARY**

MAP NOT TO SCALE





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Maria Hurtado, Assistant City Manager

SUBJECT: Status Update and Discussion of Budget Impacts of Significant Audit Related Adjustments

CONTACT: Maria Hurtado, City Manager
Maria.Hurtado@oxnard.org, 385-7430

RECOMMENDATION:

That City Council receive a report describing corrected entries affecting the General Fund cash balances and net assets.

BACKGROUND

Over the last several weeks, staff has been busy preparing the fiscal year 2016-2017 proposed budget. Simultaneously the independent financial auditors, consultants and staff are in the final stages of completing the 2014-2015 CAFR. It is out of ordinary for a City to find itself in the awkward position of these two efforts occurring at the same time. Typically a CAFR has been completed months ago and the proposed budget process is built on the audited information provided by independent Auditors.

Staff has and will be providing several reports to the City Council and public regarding the City's fiscal condition throughout the next several weeks. We continue to be committed to getting our "fiscal house in order" and reports such as this explain the steps necessary to achieve this goal.

Status Update and Discussion of Budget Impacts of Significant Audit Related Adjustments

May 24, 2016

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Correcting entries affecting the General Fund cash balances and net assets produced by City staff and consultants have been reviewed by the City's Controller and discussed with the City's independent auditors. This report describes the General Fund budget impacts of those entries.

Other entries were or are being developed in the course of responding to audits or reviews being conducted by the Internal Revenue Service, CalPERS and the State Controller's Office (SCO) Gas Tax auditors. Although only the Internal Revenue Service audit has been finalized at this point, CalPERS's findings have been received and calculations to correct individual employee's records are underway. The Gas Tax audit is complete and staff expects to conduct an exit interview with the auditors in the near future.

The correcting entries reviewed in this report reduce the General Fund cash balance by \$3.7 million at June 30, 2015. Other adjusting entries reduce the General Fund net assets by \$8.4 million. It is anticipated that these totals may be subject to small changes as a result of the auditors' review but no significant changes are expected.

CalPERS amounts have not been quantified but are not expected to be material. Gas Tax amounts will be received and analyzed in the near future. The State Controller's Office in cooperation with the City's Controller conducted training in the state codes and regulations relating to Gas Tax while on site in Oxnard. Members of City staff and Ventura County staff attended.

DISCUSSION

Work completed by City staff and the consultants who supported the City in providing audit ready information for the City's Fiscal 2014-2015 Comprehensive Annual Financial Report has generated many journal entries that have impacts on ending cash balances, modified accrual and accrual fund balances and other balance sheet accounts.

Entries correcting problems related to periods ending on or before June 30, 2014 are called Prior Period Adjustments. These entries are not routine and will be clearly disclosed in the CAFR when it is produced. The City's bond counsel has advised that the City should not distribute copies of unaudited financial statements because of the importance of accurate disclosure to the capital markets participants. However, limited information affecting decision-making is appropriate. Table 1 below summarizes the audit related journal entries that will be incorporated into the Fiscal 2016-2017 proposed budget for the General Fund.

Status Update and Discussion of Budget Impacts of Significant Audit Related Adjustments
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TABLE 1: SUMMARY OF AUDIT RELATED ADJUSTMENTS AFFECTING THE GENERAL FUND

DESCRIPTIONS	CASH	NET ASSETS	ONGOING
<u>ADJUSTMENTS:</u>			
Post employment benefits not fully expensed	(\$1,009,000)	(\$1,009,000)	(\$405,000)
Leave payouts that exceeded estimates	(\$1,180,000)	(\$1,180,000)	\$0
Correct sales tax accruals	\$0	(\$3,347,000)	\$0
Miscellaneous	(\$84,000)	(\$34,000)	\$0
IRS – FICA		(\$1,397,000)	
TOTAL ADJUSTMENTS	(\$2,273,000)	(\$6,967,000)	(\$405,000)

DESCRIPTIONS	CASH	NET ASSETS	ONGOING
<u>DEFICIT CASH BALANCES:</u>			
OPD Training Fund	(\$34,000)	(\$34,000)	
Carnegie Trust	(\$106,000)	(\$106,000)	
Housing Payroll Trust	(\$64,000)	(\$64,000)	
City Corps Trust	(\$43,000)	(\$43,000)	
CUPA Fund	(\$220,000)	(\$220,000)	
LMD #41	(\$13,000)	(\$13,000)	
Debt Service	(\$4,000)	(\$4,000)	
Internal Service Funds	(\$346,000)	(\$346,000)	
Golf Course	(\$549,000)	(\$549,000)	
TOTAL DEFICIT CASH BALANCES	(\$1,379,000)	(\$1,379,000)	
TOTAL IMPACT	(\$3,652,000)	(\$8,346,000)	(\$405,000)

Status Update and Discussion of Budget Impacts of Significant Audit Related Adjustments

May 24, 2016

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POST-EMPLOYMENT BENEFITS: The adjustments for post-employment benefits relate to a practice of the City in prior years where costs associated with retiree medical and retirement benefits, including administrative costs, were paid from payroll clearing and payroll liability accounts without being fully expensed. The created debit or low balances in liability accounts intended to collect and disburse funds for benefit costs. Some of these practices had continued since 2002.

LEAVE PAYOUTS: Estimated expenses for payouts of compensated leave balances were underestimated, partly because of the amount of payouts associated with the correction of the excess leave accruals during Fiscal 2014, 2015 and partly because an increase in the number of retirements during the year.

SALES TAX ACCRUALS: Staff analysis based on information provided by the City's sales tax consultants, HdL Companies, indicated that the modified accrual adjustment of FY 15 sales tax was too high and that modified accrual accounting would require accrual of the repayment for excess sales tax received during FY 2015. The sales tax overpayment by the State will be recovered as part of the final Triple Flip settlements in August, 2016.

IRS FICA: The Organizational Assessment work done by Renne, Sloan, Holtzman, Sakai noted that the City had not implemented either the alternative plan or Social Security FICA coverage for employees not covered by a retirement plan in 1992 as required by federal law. At the recommendation of tax counsel the City planned to pay for Social Security for eligible employees for all open tax years (calendar 2012, 2013, 2014 and 2015) then to offer a qualifying replacement plan. The qualifying replacement plan was implemented in October, 2015. The City made a payment of \$264,000 dollars with its December, 2015 payroll tax return. The liability for all funds, including the payment made in connection with the current fiscal year totals \$1,747,000.

When the City was notified the City that it would be audited by the IRS during 2015 staff worked with the IRS auditor to assure that it made appropriate contributions for open tax years. The City's tax counsel and the IRS checked staff's calculation of the liability. Those FICA contributions make up virtually all of this liability. Other smaller amounts relate to correction of reporting for Medicare taxes relating to military duty and to penalties for failure to have W-9's on file for some vendors. The City has received the IRS audit report and conducted an exit conference.

The report contains confidential employee information and will not be released in its entirety. Staff will consult with the City Attorney and tax counsel regarding the parts of the audit can be released as a public record. It should be noted that the IRS has not assessed either penalties or interest related to the amount owed by the City for prior open tax years. The City's efforts to come into compliance combined with the open and cooperative attitude displayed by Ms. Carol Venegas, the City's Payroll Supervisor, influenced the Service's decision.

Status Update and Discussion of Budget Impacts of Significant Audit Related Adjustments

May 24, 2016

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DEFICIT CASH BALANCES: Although the Fiscal 2015-2016 provided for funds to cover all known cash deficits that did not have a source for repayment some funds with deficits were not addressed because further analysis was required. The cash balances in these funds represent a combination of funds with deficit cash balances that have existed for years and for which no funds from other sources will be available to cover the deficits or funds where deficits in Fiscal 2014-2015 exceeded budget estimates. Future actions to eliminate or minimize ongoing deficits will be part of the City Manager's recommendations for the Fiscal 2016-2017 budget.

OTHER ISSUES: Though not directly related to the General Fund the City Council should note that staff will return for City Council approval of asset write offs required because of the lack of documentation in capital assets and other adjustments affecting balance sheet accounts and non-cash expenses, like depreciation. Examples and reasons for these adjustments will be discussed in staff's presentation but all actions will be done in connection with the completion of the audit. All required information has been submitted to the auditors and they are in the process of completing their final field work before preparing draft financial statements.

Staff will make a presentation of this information and will be prepared to answer questions at the meeting.

FINANCIAL IMPACT

The 2015 audit related adjustments will result in one-time impacts to the cash balance in the amount of \$3,652,000 and to the GF Fund balance in the amount of \$8,346,000. Additionally, there will be an ongoing General Fund expense in the amount of \$405,000.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: First Amendment to Agreement with Agromin for Organic Waste Recycling Services at Agromin Facilities Located at Limoneira Farms in Santa Paula and Simi Valley Recycling Center in Simi Valley (Agreement No. A-7662) - (5/10)

CONTACT: Todd Vasquez-Housley, Public Works
toddvhousley@oxnard.org, 805-890-3153

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a First Amendment with Agromin to increase the amount by \$2,000,000 from an initial agreement value of \$1,575,000 to a total of \$3,575,000 and to extend the expiration date from March 26, 2016 to March 26, 2018, for organic waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California and at the Simi Valley Recycling Center (SVRC) located at 2801 Madera Road in Simi Valley (Agreement No. A-7662).

BACKGROUND

The Environmental Resources Division collects approximately 14,000 tons per year of organic waste (yard trimmings, wood and food scraps) from its residential curbside program and 11,000 tons per year from diversion efforts at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility). At the Del Norte Facility organic waste is sorted, cleaned to less than 1% contamination, loaded into semi tractor-trailers, and currently hauled to Agromin facilities located at Limoneira Farms in Santa Paula and Simi Valley Landfill Recycling Center in Simi Valley. Recycling organic waste maintains compliance with waste diversion mandates and recommendations from the State of California. Additionally, products generated through organic waste processing promote water conservation through the use of mulch and compost, and reduce

First Amendment to Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services
 May 24, 2016
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the use of petroleum and chemical-based fertilizers, pesticides and herbicides. Each ton of organic waste that is diverted from the landfill is credited to the City as diversion in the annual reporting.

On December 26, 2013, the City issued a Request for Proposal (RFP) seeking a firm to receive and recycle organic waste from the City of Oxnard. The RFP was sent to eleven potential service providers. On January 6, 2014, a pre-proposal meeting was held and four firms were in attendance. Two firms submitted proposals before the RFP closing date. After staff's review of the proposals, Agromin was determined to be the most qualified firm based upon the selection criteria. On March 26, 2014, Council approved the Agreement with Agromin for a period of two (2) years. The original Agreement states that it "may be renewed for two (2) additional consecutive one-year terms upon written approval."

Since July, 2013 the City has transported organic waste to the Agromin facilities at Limoneira Farms in Santa Paula and Simi Valley Landfill Recycling Center in Simi Valley. Agromin has continued to be responsive, provide quality organic processing and value-added services to the City of Oxnard.

Rates provided by Agromin for the processing of organic waste were only set through the initial contract duration. With this two-year contract extension proposal, Agromin proposes rate increases that are significantly higher than the rates included in the original contract (the reasons for these increases are further articulated below). However, the increases proposed are progressive over the proposed two (2) year term and significantly less than they would be for a one-year extension. Additionally, the proposed two (2) year term allows either party to cancel within ninety (90) days for any reason. Considering the results of the initial bid process in December of 2013 and further evaluation of local options outside of Agromin indicates that the City would not benefit from a re-bid process at this time. It should be noted that the firm submitting the second bid in 2013 is no longer in business and no other options exist in Ventura County at this time. The nearest viable alternative for these services is Synagro in Taft, CA; an average round trip distance of 260 miles and 5 hours to complete. The Agromin Limoneira facility is an average round trip distance of 37 miles and 55 minutes to complete. The Agromin Simi Valley Landfill facility is an average round trip distance of 70 miles and 70 minutes to complete. The significant increase in distance would not only increase the trucking charges, it would also require more vehicles to convey the same amount of material. For these reasons, staff is recommending authority to extend the agreement for two (2) years. Due to the challenges facing the waste industry in regard to organic waste recycling, Public Works staff is in the process of initiating an Environmental Resources Optimization Planning and Implementation project to evaluate operational efficiencies and alternative options for organic waste processing. Staff intends to present the results of this project, with recommendations to Council prior to the March 26, 2018 expiration of this proposed two (2) year extension.

Organic waste processing firms such as Agromin are facing challenges that significantly increase the cost of operations due to new regulations by the State of California Department of Resources

First Amendment to Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services
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Recycling and Recovery (CalRecycle) to divert 50% more organics from landfills; State of California Water Resources Control Board regulations for storm water runoff at composting sites; and federal mandates for employee medical insurance. For a two (2) year proposed extension, Agromin is proposing progressive rates to minimize the impact on the City and ratepayers. Agromin proposes to increase yard trimmings from \$35.45/ton to an average of \$41.82/ton (18% average increase); wood waste from \$28.65/ton to an average of \$33.74/ton (18% average increase); and food waste from \$46.39/ton to an average of \$52.40/ton (13% average increase). The following table depicts the actual proposed increases for specific periods of time over the term of the proposed two (2) year extension:

	Start Date	Rate Per Material Ton							
Quarterly Dates	4/1/16	7/1/16	10/1/16	1/1/17	4/1/17	7/1/17	10/1/17	1/1/18	Avg. Rate
Yard Trimmings 80% of volume	\$36.87	\$38.28	\$39.70	\$41.12	\$42.53	\$43.95	\$45.36	\$46.78	\$41.82
Wood Waste 20% of volume	\$29.78	\$30.91	\$32.04	\$33.18	\$34.31	\$35.44	\$36.57	\$37.70	\$33.74
Food Waste <1% of volume	\$48.02	\$49.27	\$50.52	\$51.77	\$53.02	\$54.27	\$55.52	\$56.77	\$52.40

During the proposed two-year term extension, the Del Norte Facility is projected to collect approximately 50,000 tons of organic waste comprised of approximately 80% from residential yard trimmings and 20% from construction/demolition wood waste diverted from the Del Norte waste stream. Since the City began operation of the Del Norte Facility on February 1, 2014, organic material diverted from the waste stream has increased from approximately 6,000 tons per year to 11,000 tons per year compared to the former operator. Recycling organic waste not only benefits the City by meeting CalRecycle mandates and recommendations, but also positions the City with a reliable source of organic waste to supply planned renewable energy projects; most significant of these projects is a Compressed Natural Gas (CNG) truck fueling facility planned for Del Norte.

The original Agreement provides extra value to Oxnard residents and City departments by providing up to 50,000 four-quart compost bags at no cost for special community events such as: Earth Day, America Recycles Day, Strawberry Festival, and workshops hosted by the Environmental Resources Division. Also, additional soil amendment products for City parks and landscaping areas are available at a 30% discount from retail price. Agromin will continue to honor these value-added items in their proposed Amendment.

First Amendment to Agreement with Agromin for Yard Trimmings and Wood Waste Recycling Services
May 24, 2016
Page 4

FINANCIAL IMPACT

The estimated value of the First Amendment is \$2,000,000 through the two-year extension ending March 26, 2018 and is funded by the Environmental Resources Enterprise Fund. Funding in the amount of \$270,000 is available in the Environmental Resources Enterprise Fund Account Number 631-6316-842-8280 (Solid Waste-Greenwaste Conversion-Contractual-Greenwaste Processing) to cover the cost of organic recycling services by Agromin for the remaining period of Fiscal Year 2015-16. These funds were approved by Council through the Fiscal Year 2015-16 budget process. The remaining costs for organic recycling services will be included in the recommended budgets for Fiscal Year 2016-17 and 2017-18.

ATTACHMENTS:

Attachment A - First Amendment to Agreement No. A-7662

Attachment B - Agreement No. A-7662

Agreement No. A-7662

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement to Receive Yard Trimmings and Wood Waste Materials and Process for Reuse ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of May, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Agromin, Incorporated ("Contractor"). This First Amendment amends the Agreement entered into on March 26, 2014, by City and Contractor.

City and Contractor agree as follows:

1. In the recitals of the Agreement, the following recital is deleted:

"WHEREAS, the City at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood material and transports this material to Contractor's processing center; and,"

2. In the recitals of the Agreement, the following recital is added:

"WHEREAS, the City at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood waste consisting of material with less than 1% percent residual that is transported to the Contractor's processing center; and,"

3. In the recitals of the Agreement, the following recital is added:

"WHEREAS, Contractor operates a yard trimmings and wood material processing center at 2801 Madera Road, Simi Valley, California for the purpose of receiving, grinding, processing, marketing or cultivate reusable materials from such yard trimmings and wood waste; and"

4. Subsection (c) of Section 1 shall be deleted and replaced in its entirety as follows: "**Residuals** shall mean non-processable materials left over after Materials delivered to Contractor by the City are processed and which must be disposed of as waste in a permitted facility. Residuals include paper, plastic, metal, glass, cement, trash, or any foreign substance that is not yard Trimmings, Wood Waste or Food Waste."
5. Subsection (d) of Section 1 shall be deleted and replaced in its entirety as follows: "**Materials** shall mean yard Trimmings, Wood Waste, Food Waste and Residuals."
6. Subsection (e) of Section 1 shall be deleted and replaced in its entirety as follows: "**Processed Materials** shall mean Yard Trimmings, Wood Waste or Food Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means."

7. Add subsection (f) to Section 1 as follows: “**Food Waste** shall mean a waste material of plant or animal origin that results from the preparation or processing of food for animal or human consumption; and that is separated from the municipal solid waste stream. Food waste includes, but is not limited to, food waste from food facilities as such as restaurants, food processing establishments, grocery stores, institutional cafeterias such as, schools and hospitals, and residential food scrap collection.”
8. The first paragraph of Section 3 is deleted and replaced to read:

“The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard and surrounding areas at the Del Norte Facility for sorting out Residuals and transporting the Material to the Contractor’s processsing center located at 12390 Telegraph Road In Santa Paula, California or at 2801 Madera Road, Simi Valley, California. The City shall deliver clean Yard Trimmings and clean Wood Waste it collects at the Del Norte Facility from permitted haulers and self-haul customers to the Contractor’s processing center located at 12390 Telegraph Road in Santa Paula, California or at 2801 Madera Road, Simi Valley, California. City and Contractor agree and acknowledge that City delivered Materials contain Residuals, the percentage of which Residuals varies from load to load of Materials.”
9. As of the date of this First Amendment, Section 7 (a) through (d) of the Agreement is hereby deleted and replaced with Exhibit 2 attached here-to.
10. In Section 10 of the Agreement, the date “March 26, 2016” shall be deleted and replaced by “March 26, 2018.”
11. As so amended, the Agreement remains in full force and effect.

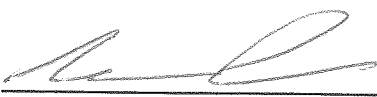
CITY OF OXNARD

CONTRACTOR

Tim Flynn, Mayor
Bill Camarillo, Chief Executive Officer
Agromin, Incorporated

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk
Stephen M. Fischer, ~~Interim~~ City Attorney

APPROVED AS TO INSURANCE:

APPROVED AS TO CONTENT:


Risk Manager
Daniel Rydberg, Public Works Director

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Exhibit 2 Rate Schedule

For Materials delivered by City to Contractor containing less than one-percent (1%) Residuals,
City agrees to pay quarterly rates through the term of Agreement as follows:

	Start Date	Rate Per Material Ton							
Quarterly Dates	4/1/16	7/1/16	10/1/16	1/1/17	4/1/17	7/1/17	10/1/17	1/1/18	Avg. Rate
Wood Waste	\$29.78	\$30.91	\$32.04	\$33.18	\$34.31	\$35.44	\$36.57	\$37.70	\$33.74
Yard Trimmings	\$36.87	\$38.28	\$39.70	\$41.12	\$42.53	\$43.95	\$45.36	\$46.78	\$41.82
Food Waste	\$48.02	\$49.27	\$50.52	\$51.77	\$53.02	\$54.27	\$55.52	\$52.40	\$52.40



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/27/2015

N.1.a

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Jessica Yasbek PHONE (A/C No. Ext): (805) 585-6114 FAX (A/C No.): (805) 585-6214 E-MAIL ADDRESS: jyasbek@tolmanandwiker.com																			
INSURED California Wood Recycling, Inc. DBA: Agromin OC, LLC P.O. Box 4009 Ventura CA 93007		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A</td><td>AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER B</td><td>Commerce & Industry Ins Company</td><td>19410</td></tr><tr><td>INSURER C</td><td>Old Republic Insurance Company</td><td>24147</td></tr><tr><td>INSURER D</td><td></td><td></td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></table>		INSURER A	AIG Specialty Insurance Company	26883	INSURER B	Commerce & Industry Ins Company	19410	INSURER C	Old Republic Insurance Company	24147	INSURER D			INSURER E			INSURER F		
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INSURER C	Old Republic Insurance Company	24147																			
INSURER D																					
INSURER E																					
INSURER F																					

COVERAGES CERTIFICATE NUMBER: 15/16 GL/AUTO/XS/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	EG6684087	7/27/2015	7/27/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 25,000
	☒ POLL LEGAL LIAB \$1 MIL					PERSONAL & ADV INJURY \$ 1,000,000
	☐ \$25,000 DEDUCT PER OCC					GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY	X	CA7490506	7/27/2015	7/27/2016	PRODUCTS - COM/OP AGG \$ 2,000,000
	☒ ANY AUTO					
	☐ ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ HIRED AUTOS					BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR		EGU6684089	7/27/2015	7/27/2016	PROPERTY DAMAGE (Per accident) \$
	☒ EXCESS LIAB ☐ CLAIMS-MADE					
	DED ☒ RETENTION \$ 0					EACH OCCURRENCE \$ 4,000,000
						AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	MWC 304994 00	7/1/2015	7/1/2016	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Agreement No. A-7759. GL/AUTO: The City of Oxnard, its agents, volunteers and employees are additional insureds with respects to the operations of the Named Insured per forms (GL) 1033881009 and (AUTO) CA20480299. WC: A Waiver of Subrogation is added in favor of the Additional Insureds per form WC252484. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER

CANCELLATION

Grant.Dunne@ci.oxnard.ca.u City of Oxnard 300 West Third Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Sutton, AAI, AIS/JE <i>Denise A Sutton</i>
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ENDORSEMENT NO. 4

This endorsement, effective 12:01 AM, July 27, 2015

Forms a part of Policy No: EG 6684087

Issued to: CALIFORNIA WOOD RECYCLING, INC.
DBA AGROMIN HORTICULTURAL PRODUCTS

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED VENDORS ENDORSEMENT - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

SCHEDULE

Name of Person(s) or Organization(s) (Vendor):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT

Your Products:
ALL PRODUCTS OF THE NAMED INSURED

Solely as respects Coverages A, E-1, E-2 and E-3, if applicable, **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) (referred to herein as the "vendor") shown in the Schedule above, but only with respect to **bodily injury, property damage, environmental damage, or emergency response costs** arising out of **your products** shown in the Schedule above which are distributed or sold in the regular course of the vendor's business, subject to all of the terms and conditions of this Policy and the additional following exclusions, terms and conditions:

1. The insurance afforded the vendor does not apply to:
 - a. **Bodily injury, property damage, environmental damage, or emergency response costs** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in **your product** made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

ENDORSEMENT NO. 4 (Continued)

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your product**;
 - g. **Your product** which, after distribution or sale by you, has been labeled or relabeled, or used as a container, part or ingredient of any other thing or substance, by or for the vendor; or
 - h. **Bodily injury, property damage, environmental damage or emergency response costs** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f. above; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of **your product**.
2. This insurance does not apply to any products you have acquired from a vendor, or any ingredient, part or container, entering into, accompanying or containing such products.
3. Solely with respect to the coverage afforded to the vendor pursuant to this Endorsement, **SECTION IV-CONDITIONS**, paragraph 4. **Other Insurance** is deleted in its entirety and replaced with the following:
4. **Other Insurance**

This insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such vendor whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

POLICY NUMBER: CA 749-05-06

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: July 27, 2015	Countersigned By: (Authorized Representative)
Named Insured: CALIFORNIA WOOD RECYCLING, INC. DBA: AGRIMIN HORTICULTURAL PRODUCTS	

SCHEDULE

Name of Person(s) or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATION LIABILITY ARISING OUT OF THE USE OF COVERED AUTO.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 252
(4-84)

WC 04 03 08 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT—CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **7-1-2015** at **12:01 A. M.** standard time, forms a part of
(DATE)

Policy No. MWC 304994 00

Endorsement No.

of the

(NAME OF INSURANCE COMPANY)

Issued to **E. J. Harrison & Sons, Inc.**

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization****Job Description**

**AS REQUIRED PER CONTRACT
SPECIFICATIONS TO THE EXTENT
ALLOWABLE BY LAW**

ON FILE WITH COMPANY

Agreement No. A-7662

**AGREEMENT TO RECEIVE YARD TRIMMINGS AND
WOOD WASTE MATERIALS AND PROCESS FOR REUSE**

This Agreement (Agreement) is made and entered into in the County of Ventura, State of California, this 26th day of March, 2014, by and between the City of Oxnard, a municipal corporation (City), and Agromin (Contractor).

WHEREAS, City collects yard trimmings and wood material from residential, commercial and industrial communities and delivers it to the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), 111 South Del Norte Boulevard, Oxnard, California; and,

WHEREAS, the City at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood material and transports this material to Contractor's processing center; and,

WHEREAS, Contractor operates a yard trimmings and wood material processing center at 12390 Telegraph Road, Santa Paula, California for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and,

WHEREAS, City and Contractor wish to enter into an agreement for City to deliver yard waste and wood material to Contractor and Contractor intends to and represents to City that it will process and market or cultivate reusable materials from such yard trimmings and wood waste.

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

1. Definitions

For purposes of the Agreement, the following words shall have the following meanings:

a. **Yard Trimmings** shall mean and include any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to yard clippings, leaves, tree trimmings, prunings, brush, and weeds.

b. **Wood Waste** shall mean and include solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

c. **Residuals** shall mean non-processable materials left over after the Materials delivered to Contractor by the City are processed and which must be disposed of as waste in a permitted disposal facility. Residuals include paper, plastic, metal, glass, cement, trash or any foreign substance that is not Yard Trimmings or Wood Waste.

d. **Materials** shall mean Yard Trimmings, Wood Waste and Residuals.

e. **Processed Materials** shall mean Yard Trimmings or Wood Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means.

2. Scope of Services

Contractor shall receive, sort, and process Materials, and grind, separate and market or cultivate for agricultural uses the processed Yard Waste in a responsible and effective way. Semi-annually (every six months) Contractor shall perform a Yard Trimmings and Wood Waste characterization study to determine Residual percentages delivered by the City. Contractor shall provide City semi-annual reports on Yard Trimmings and Wood Waste diversion. The reports shall include data such as tons/weight of the type of Yard Trimmings and Wood Waste such as Residential, Commercial, Industrial and Del Norte Facility Materials delivered from City, tons/weight processed for market or agricultural cultivation, and tons/weight of Residuals. Upon the City's request, Contractor shall provide input and assistance toward City's collection and processing of Materials and the education and promotion of residential curbside recycling of Yard Trimmings and Wood Waste. Contractor shall make periodic status reports as needed by City.

Contractor shall provide up to 25,000 bags of four-quart complimentary samples of compost available to Oxnard residents during City special community events such as Earth Day Festival, Amercia Recycles Day and Composting Workshops. Contractor shall provide up to 25,000 bags of compost annually during the term of this Agreement or any renewal pursuant to Section 11. City shall provide Contractor with reasonable notice of the special community events. Contractor shall provide supply of complimentary compost bags for customers at the Del Norte Facility, which is included as part of the 25,000 bags annually during the term of this Agreement.

Contractor shall provide the City soil amendment products for City parks, landscaping, and general services at a 30% discount of the public retail price for such products manufactured and sold by the Contractor.

Upon City's request, Contractor shall advise City on its Materials collection and processing operation and future energy-from-waste technologies at the Del Norte Facility.

3. Delivery of Materials

The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard and surrounding areas at the Del Norte Facility for sorting out Residuals and transporting the Material to the Contractor's processing center located at 12390 Telegraph Road In Santa Paula, California. The City shall deliver clean Yard Trimmings and clean Wood Waste it collects at the Del Norte Facility from permitted haulers and self-haul customers to the Contractor's processing center located at 12390 Telegraph Road in Santa Paula, California. City

and Contractor agree and acknowledge that City delivered Materials contain Residuals, the percentage of which Residuals varies from load to load of Materials.

Contractor shall accept Materials delivered by City from 7:00 am to 5:00 pm Monday through Saturday. Contractor shall provide ample space for City's automated collection trucks and tractor-trailers to enter, unload, maneuver, and exit Contractor's facility. Contractor shall expedite City truck operator's turnaround time in a safe and reasonable manner.

4. Handling of City Residuals

a. Contractor shall be responsible for the cost of containing, hauling and disposing of Residuals processed from Yard Trimmings and Wood Waste delivered by City.

b. The Contractor shall, at its own expense, use its own equipment to contain and transport Residuals to landfill, Del Norte Facility or facility that is permitted to accept Residuals.

c. City shall use its reasonable efforts to minimize and reduce the amount of Residuals sent to Contractor, including public awareness and education, mailers, to its residents and similar notices.

5. Living Wage

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. For the period from the commencement of this Agreement through June 30, 2014, Contractor shall pay each such employee no less than \$14.51 (subject to change on July 1, 2014) an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City. On July 1, 2014 and each July 1 thereafter that this Agreement is in effect, Contractor shall adjust the most recent hourly rate according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles-Anaheim-Riverside area relating to all urban consumers.

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

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

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

6. Reuse of Yard Trimmings and Wood Waste

Contractor agrees to handle, market or cultivate and otherwise divert from disposal all reusable Yard Trimmings and Wood Waste processed from Materials delivered by City and to store, and handle all Materials in accordance with applicable law, regulations, licenses and permits, and in such a manner so as not to create or maintain any unhealthful or hazardous conditions or conditions that would cause a public or private nuisance.

7. Payment

a. For Materials delivered by City to Contractor containing less than one-percent (1%) Residuals, City agrees to pay a fee of \$35.45 per ton.

b. For Materials delivered by City to Contractor containing one-percent (1%) to five-percent (5%) Residuals, City agrees to pay a fee of \$38.70 per ton.

c. For Materials delivered by City to Contractor containing greater than five-percent (5%) to ten-percent (10%) Residuals, City agrees to pay a fee of \$41.95 per ton.

d. For clean Yard Trimmings or clean Wood Waste delivered by the City to Contractor, City agrees to pay a fee of \$28.65 per ton.

e. Contractor agrees to accept the above referenced fee as full payment for Contractor's services, including the handling of Materials and marketing or cultivating for agricultural purposes of processed Yard Trimmings and Wood Waste as provided in this Agreement. Contractor is responsible for all expenses associated with processing or diversion of the Materials, including Residuals, waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Contractor's equipment caused by processing Materials delivered from City.

f. Contractor shall submit to City a bi-weekly invoice for all Materials delivered by City in the previous two week period, in a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weight ticket number, weight of delivered Materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of Residential Materials, Commercial Materials, and Industrial Materials, and total invoice amount due. City shall pay contractor within 30 days of receipt of an invoice.

g. Contractor shall submit bi-weekly invoices for Materials delivered from City to: City of Oxnard –Del Norte Regional Recycling & Transfer Station, 111 South Del Norte Boulevard, Oxnard, CA 93030. Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

h. Contractor shall provide City with a completed Request for Taxpayer Identification and Certification as required by the Internal Revenue Service.

8. Measurement

Contractor shall operate, and maintain a scale system at Contractor's facility. If Contractor's facility does not have scales or the scales are inoperable, trucks shall be weighed at the Del Norte Facility or such other certified weigh station as designated by City. Whether Contractor or City is operating or employing the scale, that party shall maintain and make available to the other party the following information: (1) Calendar date; (2) Time of day; (3) Vehicle identification; (4) Type of Materials, such as Residential, Commercial and Industrial; and (5) Total number of tons of each type of Materials delivered to Contractor's facility and accepted by Contractor. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded truck measured at the weight scales described above minus the certified tare weight for each truck. City shall establish the tare weight of each truck. Contractor shall submit to City a copy of the certificate of registration of Contractor's scales issued by the Ventura County Department of Weights and Measures.

9. Processing Materials Revenues

Contractor is responsible for processing all Materials delivered hereunder and contractor is responsible for marketing or cultivating of Yard Trimmings and Wood Waste. Contractor shall receive all revenues from subsequent sales of processed Yard Trimmings and Wood Waste.

10. Term

The term of the Agreement is from March 26, 2014 to March 26, 2016 provided, however, that the Agreement may be extended or terminated as provided herein.

11. Renewal

City and Contractor agree that the Agreement may be renewed for (2) two additional consecutive one year terms upon written approval of both the City and Contractor.

12. Principal in Charge

Contractor hereby designates Bill Camarillo as its principal-in-charge and person responsible for necessary coordination with City.

13. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required in connection with the performance of services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at 12390 Telegraph Road, Santa Paula, California and that all persons or entities with any interest in such property are aware of and have consented to such operations.

14. Independent Contractor

City and Contractor agree that in the performance of services hereunder, Contractor shall be, and is, an independent Contractor, and Contractor and its employees are not employees of City.

Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Contractor. Contractor shall be solely responsible for, and shall save City harmless from, all matter relating to the payment of Contractor's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations.

15. Indemnity

Contractor agrees to indemnify, hold harmless, and defend City, its City council, and each member thereof, and every officer employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, subcontractors, contractors and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or missions are the product of active negligence, passive negligence willfulness or acts for which Contractor or its agents, employees, subcontractors, contractors, and other persons acting on Contractor's behalf would be held strictly liable.

16. Insurance

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

b. Contractor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.

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

17. Time of Essence

Contractor and City agree that time is of the essence in regard to performance of any of the terms or conditions of this Agreement.

18. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by contractor without regard to or because of race, color, religion, ancestry, national origin, handicap, sex, marital status, or age, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Contractor agrees that, during the performance of this Agreement, Contractor and other parties with whom Contractor may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, handicap, sex, marital status, or age.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that Contractor is an Equal Opportunity-Affirmative Action Employer or that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, handicap, sex, marital status, or age.

d. Contractor shall, if requested to do so by City, certify to City that Contractor has not, in the performance of this Agreement, discriminated against applicants or employees because of their membership in a protected class and to recruit vigorously and encourage businesses owned by persons in a protected class to bid subcontracts.

e. Contractor shall provide City staff with access to and, upon request by City, provide copies to City of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or federal law.

19. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics,

governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

20. Covenants and Conditions

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

21. Governing Law

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

22. Expenses of Enforcement

Contractor and City agree that the prevailing party's reasonable costs, attorneys fees (including the reasonable value of the services rendered by the City Attorney's Program) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

23. Compliance with Laws

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

24. Severability

City and Contractor agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

25. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor or City shall constitute a waiver of any other branch of the same provision or any other provision of this Agreement. Failure of either City or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

26. Counterparts

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

27. Assignment

Contractor shall not, without the written consent of the City, assign this Agreement, or any interest therein, or any money due thereunder.

28. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: Agromin, 201 Kinetic Drive, Oxnard, California 93030, Attention: Bill Camarillo, Chief Executive Officer.

b. Any notices to City may be delivered personally or by mail to: City of Oxnard – Environmental Resources Division, Del Norte Regional Recycling & Transfer Station, 111 Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Vasquez-Housley, Environmental Resources MRF Manager.

29. Amendment

City and Contractor agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both the City and Contractor.

30. Termination

a. This Agreement may be terminated by City if City notifies Contractor, in writing, of City's desire to terminate the Agreement. Such termination shall be effective ninety (90) calendar days from the date of delivery or mailing of such notice. City agrees to pay Contractor in full for all amounts due Contractor as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Contractor if Contractor notifies City, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective ninety (90) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Contractor have been completed prior to the date of termination.

31. Entire Agreement

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

CITY OF OXNARD


 Tim Flynn, Mayor

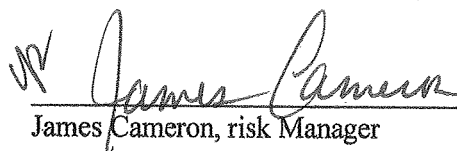
CONTRACTOR


 Bill Camarillo, Chief Executive Officer
 Agromin

ATTEST:


 Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE


 James Cameron, risk Manager

APPROVED AS TO FORM:


 Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:


 Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:


 Rob Roshanian, Interim Public Works Director


 Todd Vasquez-Housley,
 Environmental Resources MRF Manager

Exhibit 1 LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

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

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

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7662
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

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

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

Endorsement Forms

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

INS-B.doc

ACCORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

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

City of Oxnard
 Attn: Risk Manager
 Reference No. A-7662
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED**POLICY INFORMATION:**

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE ☐

(to)

☐ Included in Limits☐ In Addition to Limits☐ Deductible ☐ Self-Insured

Retention (check which) of \$

with an Aggregate of \$

coverage. ☐ Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE**GENERAL LIABILITY**

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

- 1. INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- 3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- 5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- 6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD**

Attn: Risk Manager

Reference No. **A-7662**

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

Telephone: _____

NAMED INSURED _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____☐ coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7662

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____ Date Signed _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Receive a Verbal Report on the May 11, 2016 Sewage Spill at Etting Road and Olds Road.

CONTACT: Thien Ng, Public Works
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council receive a verbal report on the May 11, 2016 sewage spill at Etting Road and Olds Road.

BACKGROUND

On May 11, 2016 a sanitary sewer spill occurred near the intersection of Etting Road and Olds Road that was not fully recovered, resulting in the discharge of sewage into the storm drain channel at Pleasant Valley Road and Bard Road. This report will provide an overview of where the spill occurred, a timeline of events, monitoring and reporting requirements, and the corrective action taken to prevent a future recurrence.

At 8:50 p.m. on May 11, 2016, City staff was notified of a water leak at the aforementioned location. The water department responded to the call and determined this was a sewer spill. Wastewater staff was then notified at 9:20 p.m. and arrived on-site at approximately 9:45 p.m. At this time, wastewater collection crews quickly identified the problem area and cleared the sewer blockage at 10:15 p.m. Staff then began to vacuum the spilled sewage from the storm drain system. Warning signs were posted at Bard and Pleasant Valley Road. Notifications were made to the Office of Emergency Services, the Los Angeles Regional Water Quality Control Board, and the Ventura County Environmental Health Department.

Receive a Verbal Report on the May 11, 2016 Sewage Spill at Etting Road and Olds Road.
May 24, 2016
Page 2

Standard protocol for determining the volume of sewer spills uses the start time of the spill to the time the spill is cleaned up to estimate the most accurate volume possible. Using the start time of the call at 8:50 p.m., staff estimated the volume spilled was 6,375 gallons. Later, during staff's outreach to the neighbors in the nearby area, a resident stated the spill start time was 6:30 p.m. This increased the total volume of the spill by 10,500 gallons for a total of 16,875 gallons spilled. Due to the close proximity of the sewer spill location and the storm drain system, staff was only able to recover 600 gallons.

Although it is not a requirement to sample the water for spills less than 50,000 gallons, as a precaution, water quality samples were taken for 96 hours and reported to Ventura County Environmental Health, State Water Resources Control Board, and Regional Water Quality Control Board. On May 16, 2016 Wastewater staff was directed to discontinue sampling by Ventura County Environmental Health and the Warning signs were taken down.

Wastewater staff performed a camera inspection to determine the cause for blockage in the line. Upon receiving the camera inspection results it was determined the reason for blockage was due to the aging and deteriorated upstream manholes. Staff has since begun the rehabilitation of four sewer manholes to prevent any future problems in this area of the collection system. The Public Works Department will use the Non-Scheduled Repairs of Wastewater Collection and Storm Drain Systems Contract No. A-7721 with Sam Hill and Sons, Inc., to rehabilitate the sewer manholes at a not-to-exceed cost of \$68,000.

FINANCIAL IMPACT

There are sufficient funds in the FY 15/16 approved budget within the Wastewater Collection Fund, Account No. 611-6103-847-8301 to cover the cost of rehabilitation of the manholes.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Purchase Eight (8) Ford Police Interceptor Utility Vehicles.

CONTACT: Michael Henderson, Public Works
Michael.Henderson@oxnard.org, 385-7851

RECOMMENDATION:

That City Council: 1) Approve and authorize the Mayor to execute Purchase Order No. 5843 in the amount of \$346,728 with National Auto Fleet Group for the purchase of eight (8) Ford Police Interceptor Utility Vehicles; and 2) Approve a budget appropriation in the amount of \$346,728 from GF Fund Balance for the purchase of eight (8) Ford Police Interceptor Utility Vehicles.

BACKGROUND

The Police Department's patrol vehicle fleet is experiencing the long-term negative impacts of many years of scaled back and/or deferred purchases, placing the fleet in distress. One significant result beyond the shortage of vehicles is the rise in vehicle maintenance costs for an aging fleet.

The police patrol vehicle fleet consists of seventy-seven (77) "black and white" units. Sixty-four (64) of these are Ford Crown Victoria models, six (6) are Chevrolet Caprices, and seven (7) are Ford Police Interceptor Utility vehicles.

The acquisition of police vehicles is driven by accumulated mileage, the size of the fleet, and an effort to minimize related maintenance costs. The City of Oxnard Vehicle Purchasing Guidelines recommends the replacement of police units after 100,000 miles or four (4) years.

Police Vehicle Purchase

May 24, 2016

Page 2

The Police Department's patrol vehicles have an average age of 6.9 years. Some patrol vehicles have been in service since 2003. Forty percent (40%) of the vehicles in the 77-unit police patrol fleet now exceed 100,000 miles. High-mileage units with more than 85,000 miles require more frequent and extensive maintenance.

As a result, it is becoming more common to have a higher number of patrol vehicles out of service, which hinders the Police Department's operations. When a large number of units are down, considerable last-minute effort must take place to find and reassign vehicles, and in some cases, officers have been forced to double up in a vehicle for their shift.

Ford ceased production of the Crown Victoria in 2012. Finding replacement parts has become more challenging as time progresses. Fleet Services has advised that maintenance costs for Ford Crown Victoria sedans rise significantly after 85,000 miles. Thirty-six (36) police patrol vehicles, or forty-six percent (46%) of the patrol fleet is now above the 85,000 mile mark. Unless replacement vehicles are acquired, costly and extensive repairs on high-mileage vehicles will be necessary.

Eight (8) additional patrol vehicles have been retired from service during the past fourteen months, solely due to significant mechanical failures. Six (6) of the eight were vehicles with more than 100,000 odometer miles. The rate of vehicle loss is expected to accelerate.

The impacts of deferred vehicle purchases are becoming increasingly evident. As the economy declined several years ago, vehicle purchasing was scaled back. Only six (6) patrol vehicles were purchased in FY 2012-2013, and none were purchased in either FY 2013-2014 or FY 2014-2015. Nine patrol vehicles were purchased in the current FY, 2015-2016.

A vehicle replacement plan is currently under development by Fleet Services. However, given the large number of high mileage vehicles, more police vehicles, in addition to this request, will need to be purchased soon. An ongoing, longer-term replacement strategy is needed.

In 2015, following the evaluation of several vehicle types, the Police Department selected the Ford Police Interceptor Utility. The Ford Interceptor has proven to be an effective patrol vehicle and it is becoming the industry mainstay like its predecessor, the Crown Victoria. Because of this, as well as the level of performance and safety it provides, the Police Department intends to continue deploying this vehicle type. Hybrid vehicles have not established themselves as a suitable patrol platform, and therefore did not qualify for further consideration.

Contingent upon City Council approval, an order would be placed with Ford. The estimated time until unit deployment would not be until late September to early October 2016.

Purchase of these vehicles will be made with National Auto Fleet Group through a cooperative agreement with the National Joint Powers Alliance (NJPA), a service cooperative which consolidates the efforts of numerous individually prepared solicitations to one national,

Police Vehicle Purchase

May 24, 2016

Page 3

cooperatively shared process, saving time and money for its more than 50,000 member agencies which include all government, education and non-profit agencies nationwide and in Canada.

FINANCIAL IMPACT

A Request for Budget Appropriation will appropriate \$346,728 from the GF Fund balance to Account No. 101-1002-801-8606.

ATTACHMENTS:

Attachment A - Purchase Order 5843

Attachment B - Budget Appropriation



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

**PURCHASE
ORDER NO.
005843**

CCRC
5/17/16
REVIEWED

DATE: 5/18/2016

VENDOR PHONE: (855)289-6572

VENDOR FAX: (831)480-8497

VENDOR #: 18524

VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2017		0000002653	05/12/2016	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10110028018606		RENA BASSETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	EIGHT (8) FORD POLICE INTERCEPTOR	43,340.877
	8.00 / EA UTILITIES FOR PD	346,727.02
		2

NATIONAL JOINT POWERS ALLIANCE (NJPA)
MASTER VEHICLE CONTRACT NO. 102811

TOTAL PURCHASE AMOUNT

\$346,727.02

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

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

AUTHORIZED SIGNATURE. _____

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

PURCHASE ORDERS TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Fleet Service
 Project/Program
 Manager: Joseph Rodriguez

Date: 5/16/16
 Phone: ext. 8011

Reason for Appropriation:

Appropriation for the purchase of Eight (8) Ford Police Interceptor Utility Vehicles

Accounts and Descriptions**AMOUNT**

Fund: GENERAL FUND - (101)

Expenditures/Transfers Out**NON-DEPARTMENTAL (1002)**

101-1002-801-8606 CAPITAL OUTLAY/ MACHINERY AND EQUIP NEW 346,728

Sub-total Expenditures 346,728

Net Change to Fund Balance (346,728)

Net Appropriation Change 346,728

Approvals

Department Director

[Signature] for Michael Henderson

Chief Financial Officer

LM

City Manager



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: May 24, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Jeri Williams, Police Chief

SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program
Grant Funding 2016.

CONTACT: Eric Sonstegard, Police Department
Eric.Sonstegard@oxnard.org, 385-8290

RECOMMENDATION:

That City Council adopt a resolution:

1. Authorizing the City Manager or designee to execute grant agreement #A-7865 for funding from the State of California, Board of State and Community Corrections (BSCC) to continue the California Gang Reduction, Intervention, and Prevention (CalGRIP) Program for calendar year 2016; and
2. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of CalGRIP funds; and
3. Authorizing the City Manager or designee to submit all program related progress or status reports to BSCC.

BACKGROUND

On July 29, 2014, the City Council adopted Resolution No. 14,683 authorizing the City to submit a grant application to the State of California, Board of State and Community Corrections for consideration of State funds up to \$500,000 annually. The CalGRIP grant is designed to provide funding to select cities for gang prevention, intervention, education, job training, skills

California Gang Reduction, Intervention and Prevention (CalGRIP)

May 24, 2016

Page 2

development, family engagement, community services, and suppression activities.

A grant application was subsequently submitted by the City requesting \$439,700 per year for calendar years 2015-2017 to fund a collaborative, trauma-informed, gang intervention strategy for 15-24 year old gang-affiliated/at-risk youth and their families seeking change.

BSCC funding was approved for all three years of the project (January 1, 2015 through December 31, 2017) subject to annual allocations through the State budget process and availability of State funds. On January 20, 2016, BSCC approved continued CalGRIP project funding for calendar year 2016.

FINANCIAL IMPACT

The grant requires a 100% match of the total grant award. The required match of \$439,700 will come in the form of gang suppression/enforcement activities from the Police Department's personnel operating budget.

ATTACHMENTS:

Attachment A - Resolution (1) CalGRIP

Attachment B -Standard Agreement (BSCC 817-15) (1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING EXECUTION OF GRANT AGREEMENT AND SPECIAL
BUDGET APPROPRIATIONS

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

WHEREAS, City Council Resolution No. 14,683 authorized the City to make application for California Gang Reduction, Intervention and Prevention (CalGRIP) Program grant funding from the State of California, Board of State and Community Corrections (BSCC); and

WHEREAS, the State of California approved the funding request in the amount of \$439,700 per year for calendar years 2015-2017 to be used to reduce gang and youth violence through efforts including prevention, direct intervention, job training and skills building, educational opportunities, and community engagement, dependent year to year upon availability of State funding; and

WHEREAS, the State of California has approved the City's reapplication for continued (Year 2) funding for calendar year 2016 in the amount of \$439,700 for the CalGRIP Program grant.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:
To authorize the City Manager or designee to execute a grant agreement for CalGRIP funding from the State of California Board of State and Community Corrections to fund a collaborative, trauma-informed gang intervention strategy for at-risk youth and their families for calendar year 2016. The City Council further resolves that the Chief Financial Officer or designee is authorized to submit financial report and grant claims and approve special budget appropriations for use of the CalGRIP funds. The City Council further resolves that the City Manager or designee is authorized to submit non-financial program or status reports.

PASSED AND ADOPTED THIS 7th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER

BSCC 817-15

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR'S NAME

CITY OF OXNARD

2. The term of this

Agreement is: January 1, 2016 through December 31, 2016

3. The maximum amount
of this Agreement is:

\$439,700.00

Four hundred thirty-nine thousand, seven hundred dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A:	Scope of Work	2	pages
Exhibit B:	Budget Detail and Payment Provisions	2	pages
Exhibit C:	GTC 610: General Terms and Conditions	3	pages
Exhibit D:	Special Terms and Conditions	3	pages
Attachment 1:	Application for Funding/Grant Proposal <i>(by reference)</i>		
Attachment 2:	CalGRIP Year Two Re-Application	15	pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

CITY OF OXNARD

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

GREG NYHOFF, City Manager

ADDRESS

251 S. C Street
Oxnard CA 93030

STATE OF CALIFORNIA

AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

MARY JOLLS, Deputy Director

ADDRESS

2590 Venture Oaks Way, Suite 200
Sacramento CA 95833

**California Department of General
Services Use Only**

☒ Exempt per: SCM 1, 4.06

EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT – CALIFORNIA GANG REDUCTION, INTERVENTION AND PREVENTION (CalGRIP) GRANT PROGRAM

This Grant Agreement is between the State of California Board of State and Community Corrections, hereafter referred to as BSCC and the **City of Oxnard** hereafter referred to as Grantee or Contractor.

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The California Gang Reduction, Intervention, and Prevention (CalGRIP) Program provides grants to cities using a local collaborative effort to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities. Each grant city must designate a lead agency to serve as the implementing agency to administer the grant and coordinate all agencies and community based organizations (CBOs) participating in this project.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Application for Funding/Grant Proposal (*by reference*) and Attachment 2: CalGRIP Year Two Re-Application, which is attached and hereto made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows and as specified in Section I of Attachment 2: CalGRIP Year Two Re-Application:

Authorized Officer with legal authority to sign:

Name: Greg Nyhoff
Title: City Manager
Address: 300 W. Third Street 4th Floor, Oxnard CA 93030
Phone: 805-385-8017

Designated Financial Officer authorized to receive warrants:

Name: Mary Diamond
Title: Police Financial Services Manager
Address: 251 S. C Street, Oxnard CA 93030
Phone: 805-385-7612
Fax: 805-385-7739
Email: mary.diamond@oxnardpd.org

Project Director authorized to administer the project:

Name: Ken Klopman
Title: Youth Safety Coordinator
Address: 555 S. A Street, Suite 265, Oxnard CA 93030
Phone: 805-385-7471
Fax: 805-385-7939
Email: ken.klopman@ci.oxnard.ca.us

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

EXHIBIT A SCOPE OF WORK

4. DATA COLLECTION, PROGRESS REPORTS AND EVALUATION

- A. Grantees will be required to participate in the collection of data on a common set of variables. Data elements may include number of participants served, demographic and other background information, staffing information, program status information, level and intensity of program services, and short-term and intermediate-term outcome information.
- B. Grantee will submit quarterly Progress Reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include the required data listed above, shall be submitted according to the following schedule:

Progress Report Periods

- 1) January 1, 2016 through March 31, 2016
- 2) April 1, 2016 through June 30, 2016
- 3) July 1, 2016 through September 30, 2016
- 4) October 1, 2016 through December 31, 2016

Due no later than:

- May 16, 2016
- August 15, 2016
- November 16, 2016
- February 28, 2017

- C. Grantees shall submit all other reports and data as required by the BSCC.
- D. A Final Local Evaluation Report will be due to the BSCC by March 31, 2018, covering the entire three-year grant cycle. This Final Local Evaluation Report will be based on the goals, objectives and outcome measures laid out in the Local Evaluation Plan (as submitted in April 2015).

5. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records, and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds, any matching funds by the Grantee, and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (subcontractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Invoicing Periods

Due no later than:

- | | |
|--|-------------------|
| 1) January 1, 2016 through March 31, 2016 | May 16, 2016 |
| 2) April 1, 2016 through June 30, 2016 | August 15, 2016 |
| 3) July 1, 2016 through September 30, 2016 | November 16, 2016 |
| 4) October 1, 2016 through December 31, 2016 | February 15, 2017 |

- B. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement. In no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the California Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- B. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- C. Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-state/state grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g., recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties).

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report;
 - 3) submittal and approval of any additional required reports; and
 - 4) submittal and approval of the final audit of expenditures.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. PROJECT BUDGET

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$113,900	\$439,700	\$0	\$553,600
2. Services and Supplies	\$5,000	\$0	\$0	\$5,000
3. Professional Services	\$0	\$0	\$0	\$0
4. CBO Contracts (minimum 20% of grant funds)	\$271,800	\$0	\$0	\$271,800
5. Indirect Costs (no more than 10% of grant funds)	\$5,000	\$0	\$0	\$5,000
6. Data Collection / Evaluation (minimum 10% of grant funds)	\$44,000	\$0	\$0	\$44,000
7. Fixed Assets/Equipment	\$0	\$0	\$0	\$0
8. Other (Including Training, Travel, etc.)	\$0	\$0	\$0	\$0
TOTAL	\$439,700	\$439,700	\$0	\$879,400

EXHIBIT C GENERAL TERMS AND CONDITIONS

GTC 610: GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act [Gov. Code

EXHIBIT C GENERAL TERMS AND CONDITIONS

§12990 (a-f) et seq.] and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
 - B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. [Mil. & Vets. Code §999.5(d); Govt. Code §14841.]
- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. [PCC 10344(e).]

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

Grantee is responsible for the project activities identified in Attachment 1: Application for Funding/Grant Proposal (*by reference*) and Attachment 2: CalGRIP Year Two Re-Application. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable state laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Application for Funding/Grant Proposal (*by reference*), Attachment 2: CalGRIP Year Two Re-Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement, or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with all requirements of this Grant Agreement.

D. Grantee assures that for any subcontract awarded by the Grantee, such as insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit

EXHIBIT D SPECIAL TERMS AND CONDITIONS

tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the project's final audit of expenditures under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the project's final audit of expenditures. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports, and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 60 days following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding/Grant Proposal or the CalGRIP Year Two Re-Application. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes, but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Application for Funding/Grant Proposal (*by reference*), Attachment 2: CalGRIP Year Two Re-Application or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Grantee shall file a "Notice of Dispute" with the BSCC Corrections Planning and Programs Division Deputy Director. Within 30 days, the Deputy Director shall meet with the Grantee and the designated BSCC Field Representative for purposes of resolving the dispute.

The appeal shall be in writing and shall:

- 1) state the basis for the appeal;
 - 2) state the action being requested of the Deputy Director; and
 - 3) include any correspondence/documentation related to the cause for dissatisfaction.
- B. The Deputy Director will review the appeal and render a decision on the appeal within 30 calendar days. The decision of the Deputy Director shall be in writing and shall provide rationale for the decision.
- C. If dissatisfied with the decision, the Grantee may file for a review by the BSCC Executive Director. Such request shall be in writing and contain all the elements listed above in Item A.
- D. The decision of the Executive Director shall be final. Notice of the decision shall be mailed to the Grantee.
- E. The procedural time requirement may be waived with written mutual consent of both Grantee and Deputy Director. Grantee shall continue with the responsibilities under this Agreement during any dispute.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §16654 through §16649 to this Grant Agreement and agrees to the following:

- A. No state funds received under the Grant Agreement will be used to assist, promote, or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote, or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**BOARD OF STATE AND COMMUNITY CORRECTIONS
CALIFORNIA GANG REDUCTION, INTERVENTION AND PREVENTION PROGRAM**

APPLICANT INFORMATION FORM

1. APPLICANT CITY

NAME OF CITY

City of Oxnard

CITY DEPARTMENT IMPLEMENTING THE GRANT

Recreation and Community Services / Office of Youth Safety

STREET ADDRESS

555 S. A Street, Suite 265

CITY

Oxnard

STATE

CA

ZIP CODE

93030

MAILING ADDRESS (if different)

555 S. A Street, Suite 265.

CITY

Oxnard

STATE

CA

ZIP CODE

93030

2. NAME OF CalGRIP Project**Project Transformation Pathways (PTP)****3. YEAR TWO FUNDS****\$ 439,700****4. APPLICANT PROJECT DIRECTOR**

NAME AND TITLE

Ken Klopman, Youth Safety Coordinator

TELEPHONE NUMBER

(805) 385-7471

STREET ADDRESS

555 S. A Street., Suite 265

FAX NUMBER

(805) 385-7939

CITY

Oxnard

STATE

CA

ZIP CODE

93030

E-MAIL ADDRESS

ken.klopman@ci.oxnard.ca.us

5. APPLICANT DESIGNATED FINANCIAL OFFICER

NAME AND TITLE

Mary Diamond, Police Financial Services Manager

TELEPHONE NUMBER

(805) 385-7612

STREET ADDRESS

251 S. C Street

FAX NUMBER

(805) 385-7739

CITY

Oxnard

STATE

CA

ZIP CODE

93030

E-MAIL ADDRESS

mary.diamond@oxnardpd.org

PAYMENT MAILING ADDRESS (if different)

251 S. C Street

CITY

Oxnard

STATE

CA

ZIP CODE

93030

6. APPLICANT DAY-TO-DAY CONTACT PERSON

NAME AND TITLE

Lynnette Raya, Administrative Assistant / Office of Youth Safety

TELEPHONE NUMBER

(805) 385-8050

STREET ADDRESS

555 S. A Street, Suite 265

CITY

Oxnard

STATE

CA

ZIP CODE

93030

EMAIL ADDRESS

lynnette.raya@ci.oxnard.ca.us

7. APPLICANT AGREEMENT

By signing this application, I hereby certify that I am vested by the Applicant agency with the authority to enter into contract with the BSCC, and that the grantee will abide by the laws, policies, and procedures governing this funding.

NAME AND TITLE OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY TO SIGN)

Greg Nyhoff, City Manager

STREET ADDRESS

300 W. Third Street (4th Floor)

CITY

Oxnard

STATE

CA

ZIP CODE

93030

APPLICANT'S SIGNATURE (blue ink only)

DATE

12-2-15

PROJECT INFORMATION – YEAR TWO

A. Project Overview:

Project Transformation Pathways (PTP) is a trauma-informed gang intervention strategy focusing on 15-24 year old gang youth and their families who want change. PTP puts into service the collective resources of community partners to facilitate restoration of hope through a process of capacity-building, healing and transformation.

PTP provides 1) outreach and referrals for the target group, 2) life guidance with relevant wrap-around services, 3) restoration and healing via moral reconnection therapy and traditional/holistic approaches, 4) navigation using transformed youth as "navigators" to mentor youth who are just beginning their own journey of transformation. PTP focuses its energy not simply on youth and families who need change, but rather on youth and families who want change. PTP addresses the whole person – spiritually, mentally, emotionally, and physically – to facilitate a shift in their understanding and helping them to realize that there is a greater life beyond just their neighborhood.

Our trauma-informed approach to personal transformation will 'meet youth' where they are' with culturally competent interventions. Rather than try to reach youth who are perceived to 'need us the most' we will cast a wide net among our partner agencies, schools and programs to identify youth who are motivated to make positive changes. Specific evidence-based program(s) integrated into the project will include Motivational Interviewing (MI), Moral Reconnection Therapy (MRT), as well as several evidence-informed practices including training in the Community Resiliency Model (CRM) of supporting community members traumatized by violence, mindfulness practices to support healing and transformation, and group facilitation using a circle format for community-building, learning and healing.

Once capacity is developed, we will reach youth through a broad range of entry points, including community-based organizations and local government programs (e.g. youth-serving organizations like Pacific Clinic's TAY Tunnel, a drop in center for Transitional Age Youth; the Probation Agency's Evening Reporting Center (ERC) and the Oxnard Boys & Girls Club Teen Center; and the Ventura County Medical Center's Trauma Center). Outreach workers will meet one-on-one with these youth and conduct an intake, an introductory motivational interview (in part to gauge readiness) and assessments of trauma and resiliency. Assessments during these initial contacts will shift the focus from "What's wrong with these young people?" to "What happened to these young people?"

For those who are motivated to continue in our program, Motivational Interviewing, emotional support (one-on-one and in-groups following the indigenous model of the Circle process), and case management offered Life Guides to build connections, motivation for change, and hope. In addition to community-building and emotional support, Life Guides will offer practical support by facilitating access to services within the Alliance partner network through referrals and by including representatives of local partners in learning circles to build understanding and trust. Finally, for those who seek personal transformation and deeper healing, we will address the effects of trauma and gang-involvement through highly intensive Moral Reconnection Therapy, structured around 16 objectively defined steps (units) focusing on seven basic treatment issues: confrontation of beliefs, attitudes, and behaviors; assessment of current relationships; reinforcement of positive behavior and habits; positive identity formation; enhancement of self-concept; decrease in hedonism; and development of frustration tolerance; and development of higher stages of moral reasoning.

Project Transformation Pathways faced a combination of start-up challenges that ultimately delayed our project start-up, including a need for technical assistance in preparing RFPs and review/scoring instruments, RFP response turn-around time, Office of Youth Safety (OYS) staffing, City submittal calendars, internal review processes and delays, City Council calendaring, as well as simply misjudging the amount of time some of these start-up processes would take. While trying to keep start-up tasks progressing, OYS has also continued to carry out GRIP work of community engagement and organization. OYS has been instrumentally involved in projects including Ambassadors of Peace March & Rally, community peace movement, monthly Outreach Coordinator's Group meetings, monthly Call-in's, My Brother's Keeper (MBK) initiative and action summit, Pyles Boys Camp, community fairs and events, California Cities Violence Prevention Network (CCVPN), and GRIP-related conferences, training, and networking opportunities.

At this point, the RFP/proposal/contract process for the CBO (Interface Children & Family Services) to carry out the direct services activities of the project is in place and ICFS has hired all project staff, met with key project coordinators, made agreements with subcontractors, secured a project office site, and is engaging with the community and partners to share project goals, objectives and information, and have just begun to receive client referrals for services. Likewise, the RFP/proposal process for an independent project evaluator has been completed and a preliminary start-up teleconference has taken place. The execution of the agreement is in process and is expected to be completed within the first week of January 2016. Finally, capacity-building trainings for Motivational Interviewing (MI), Moral Reconnection Therapy (MRT), Community Resiliency Model (CRM), Racial and Ethnic Disparity (RED) training have been or are being scheduled to begin early 2016,

invitations/information to community partners has gone out, and trainings should be completed during the first 6-7 months of 2016.

As a result of start-up delays, we anticipate that there will be significant unexpended first year grant funds that were designated for training or CBO staffing. Our intention is to show justification to carryover some unexpended funds so that capacity-building training can still take place and so that outreach, intervention, case management, and mentoring efforts for the remainder of the project can be bolstered to increase reach and impact.

B. Project goals and objectives:

Training: PTP will provide training to 80 community partners in the areas of Community Resiliency Model (CRM), and Trauma-Informed Assessment and Care, and Motivational Interviewing (MI) to build local capacity to offer such services in our community.

- 1) Referrals: Outreach and support to 1,000 gang-involved, -affiliated- or -exposed youth and referrals of targeted youth to community partners and appropriate services including education, job readiness/vocational training, employment, substance abuse, anger management, parenting, counseling, mentoring, etc.
- 2) Life-Guidance: Community support and "life guidance" (case management) for 200 targeted youth and their families.
- 3) Restoration & Healing: Provide intensive counseling to 50 youth who are motivated to heal from trauma.
- 4) Transformation & Mentoring: Grow a local corps of transformed gang youth by provide mentoring opportunities through 10 youth leaders ("navigators") to assist other youth who are just embarking on their own journey of transformation.

C. Partner agencies, roles and responsibilities:

- Interface Children & Family Services (ICFS) – CBO contracted to carry out the direct services activities of the project.
- Barbara Marquez-O'Neil – subcontracted by ICFS to provide training and support to healing circle facilitators.
- City Impact – Contracted by ICFS to provide a Street Team to conduct community outreach and make referrals to targeted youth and their families.
- Victory Life Christian Center/Ventura County Medical Center – subcontracted by ICFS to provide outreach, engagement, and intervention to prevent retaliation victims of gang-violence received as trauma patients at Ventura County Medical Center.
- Trauma Resource Institute - subcontracted by ICFS to provide capacity-building training on Community Resiliency Model (CRM).

- Resource Development Associates – contracted by City to provide project evaluation, annual reports, and comprehensive final report.
- California Cities Violence Prevention Network (CCVPN) – general membership consulted by City for project technical assistance and networking.
- Oxnard Alliance for Community Strength – local network of community partners and local agencies supporting and collaborating with Oxnard's gang-violence reduction strategies in a wide variety of ways including all-partners, policy team, Call-Ins, outreach coordinators group, mural project, "My Brother's Keeper" initiative/action summit, re-entry, JDAI, RED, etc. Alliance members include: City Manager Office, City Council, Police Department, Fire Department, Environmental Resources, Public Works, Graffiti Action Program, Recreation & Community Services, Police Activities League, City Corps, VCDA, VC Probation Agency, Oxnard Union High School District, Oxnard School District, Hueneme School District, Rio School District, Ocean View School District, Ventura County Office of Education, BattleGround INC., Gold Coast Fellowship Church, Young Life Oxnard, Oxnard Rescue Mission/Lighthouse for Women and Children, Casa de Vida, Oxnard Dream Center, Boys & Girls Clubs of Oxnard and Port Hueneme, Pacific Clinics/TAY Tunnel, Ambassadors of Peace, VC Medical Center, Parents of Murdered Children, Goodwill Industries, Juvenile Justice Delinquency Prevention Commission, Ventura County Superior Courts, Ventura County Community College District/Oxnard College, VCHSA, VCPH, VCBH, and many more.

D. Are you proposing any modifications/enhancements to the project in Year Two?

☒ Yes ☐ No

If yes, please describe: As a youth-focused GRIP strategy, we would like to recognize our Project Transformation Pathways (PTP) by a different name that we anticipate will be more appealing to our targeted youth population – Triple R (Recover, Repair, Restore). Additionally, due to some staffing and logistical challenges that delayed our project start-up, we would like to make some timeline adjustments to implement capacity-building training with our community partners. Much of this training will take place in the first quarter of 2016, and we hope to be able to carryover designated unexpended funds from 2015. Additionally, since many CBO staffing position were not filled until late in 2015, there are unexpended personnel funds that we are hopeful to carry over in order to boost our outreach, case-management, counseling, and mentoring efforts for the remainder of the project. We are also contemplating the expansion of the project's stated target population to 12-24 year olds (instead of 15-24 year olds).

PROJECT BUDGET – YEAR TWO

A. Budget Line-Item Totals

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries and Benefits	\$113,900	\$439,700	\$0	\$553,600
2. Services and Supplies	\$5,000	\$0	\$0	\$5,000
3. Professional Services	\$0	\$0	\$0	\$0
4. CBO Contracts (minimum 20% of grant funds)	\$271,800	\$0	\$0	\$271,800
5. Indirect Costs (no more than 10% of grant funds)	\$5,000	\$0	\$0	\$5,000
6. Data Collection / Evaluation (minimum 10% of grant funds)	\$44,000	\$0	\$0	\$44,000
7. Fixed Assets / Equipment	\$0	\$0	\$0	\$0
8. Other (Including Training, Travel, etc.)	\$0	\$0	\$0	\$0
TOTAL	\$439,700	\$439,700	\$0	\$879,400

B. Budget Line-Item Detail

1. SALARIES AND BENEFITS: \$113,900 in grant funding for CY2016.

City Youth Safety Coordinator: The Youth Safety Coordinator (YSC) is a full-time benefited City staff position (Management Analyst II) in the Office of Youth Safety, a part of the Recreation and Community Services department, dedicated 100% to citywide GRIP efforts and project implementation, oversight, and management including: managing subcontracts, overseeing outreach, facilitating, expanding, and maintaining community engagement by informing, consulting with, involving, and collaborating with and empowering the community, identifying potential youth clients in the target population, monitoring project progress, gathering project data, compiling grant and program reports, reporting progress

and challenges to the Coordinating Council, informing community members and partners organizations of the status of gang and youth violence reduction, intervention, and prevention efforts and successes, and making program adjustments as necessary to ensure progress.

- $\$42.73/\text{hour} \times 2080 \text{ hours/year} = \$88,878 + \$17.79/\text{hour}$ benefits (PERS, workers comp, medical, dental, & Medicare) $\times 2080 \text{ hours/year} = \$37,003$.
- **Year 2 (2016) at 65% = \$81,900** [Year 1 (2015) at 75% = \$94,500; Year 3 (2017) at 55% = \$69,300; 3-Year project total = \$245,700]

City Administrative Assistant: The Administrative Assistant is a half-time benefited City staff position (Administrative Assistant) in the Office of Youth Safety, a part of the Recreation and Community Services department, dedicated 100% to citywide GRIP efforts and project support including assistance with gathering grant progress reports from project partners, grant data collection and compilation, managing project data bases, compiling statistics, assisting with grant reporting, scheduling meetings and events, fielding calls and other project inquiries, maintaining OYS websites, and other clerical and support functions.

- $\$35.22/\text{hour} \times 1040 \text{ hours/year} = \$36,629 + \$5.28/\text{hour}$ benefits (PERS, workers comp, medical, dental, & Medicare) $\times 1040 \text{ hours/year} = \$5,491$.
- **Year 2 (2016) at 75% = \$32,000** [Year 1 (2015) at 100% = \$42,500; Year 3 (2017) at 50% = \$21,500; 3-Year project total = \$96,000]

Gang Suppression/Enforcement Unit: Project Transformation Pathways (PTP) is a gang-intervention strategy focusing on all gang-involved, gang-affiliated, and gang-exposed youth, ages 15-24. Because PTP places a special emphasis upon facilitating personal transformation for those individuals who want change,

the initial impact of PTP is expected to be more readily apparent on a micro level with individual participants rather than on a macro community-wide level.

The micro impact will be seen, for example, in individual survey responses as well as in individuals who have experienced a reduction in the number of police contacts and arrests, met their educational goals, gained employment, completed parenting, substance abuse, and anger management classes, participated in therapy, circles, and other holistic or non-traditional approaches. Macro changes will be seen in community surveys measuring perceptions of community safety as well as citywide statistics on gang homicides, violent assaults, arrests, etc.

Because readiness for change is part of an individual's personal journey, there will always remain a great number of gang-involved youth who are not ready for, committed to, or seeking transformation, and for them, suppression and enforcement is the most effective and appropriate approach until they are ready to consider change. The elements of PTP provide the Intervention and Prevention components of the City's CalGRIP efforts while the Oxnard Police Department is committed to contributing to the reduction component by deploying two full-time teams of gang officers to conduct suppression and enforcement activities to augment this project. PTP requires no grant resources to fund the suppression/enforcement efforts; this will be provided on a cash-match basis via the salaries of one of the two gang suppression teams, which includes one Police Commander (\$55.65/hour), one Police Sergeant (\$37.29/hour), one Senior Police Officer (\$35.48/hour), and seven Police Officer II's (\$32.11/hour). The total salaries of this team is in excess of \$801,500 annually; 6½ of the POII

positions alone meets the City's cash-match commitment of **\$439,700/year**; 3-

Year project total = \$1,319,100.

2. SERVICES AND SUPPLIES: \$5,000 in grant funding for CY2016.

Narrative: This budget line item will be used for undetermined expenses including office supplies, printing, presentation materials, public education and information materials (flyers, brochures, business cards, etc.) **\$5,000/year**; 3-Year project total = \$15,000

3. PROFESSIONAL SERVICES: n/a

4. CBO CONTRACT: \$271,800 in grant funding for CY2016 (62% of Year 2 funding).

Narrative: Interface Children and Family Services (ICFS) has been contracted by the City to provide program implementation and carry out the direct services activities of the grant project, including 1) training for network partners to build capacity in addressing youth violence; 2) outreach to identify and assess gang-involved and gang-exposed youth; 3) one-on-one motivational interviews; 4) support/facilitation (in the Learning Circle format); 5) information and referral to partner agencies (including job-training and placement services); 6) Moral Reconnection Therapy; 7) leadership opportunities for program "Navigators" (mentors); 8) coaching/supervision for MI and MRT implementation, Life Guides and Navigators; and 9) attend Reducing Racial and Ethnic Disparity training. **Year 2 (2016) = \$271,800** [Year 1 (2015) = \$207,900; Year 3 (2017) = \$284,900; 3-Year project total = \$764,600.

DESCRIPTION	RATES	YEAR 2 AMOUNT (2016)	3-YEAR TOTAL
CBO Project Manager FTE*, 1040 hrs Yr 1; 2080 Yrs 2 & 3	\$23.50/hr	\$48,880	\$122,200
Intervention Supervisor .10FTE, 104 hrs Yr 1; 208 hrs Yrs 2 & 3	\$28.00/hr	\$5,824	\$14,560

Intake Office Assistant .50FTE, 520 hrs Yr 1; 1040 hrs Yrs 2 & 3	\$17.00/hr	\$17,680	\$44,200
Life Guides (Mentors) .50FTE x 2, 1040 hrs Yr 1; 2080 hrs Yrs 2 & 3	\$17.00/hr	\$35,360	\$88,400
Treatment Facilitators .50FTE, 520 hrs Yr 1; 1040 hrs Yrs 2 & 3	\$18.50/hr	\$19,240	\$48,100
Database Coordinator .10FTE, 104 hours Yr 1; 208 hrs Yrs 2 & 3	\$24.00/hr	\$4,992	\$12,480
Administrative Support .10FTE, 104 hrs Yr 1; 208 hrs Yr 2; 250 hrs Yr 3	\$25.00/hr	\$5,200	\$14,050
Human Resources Assistant .04FTE, 43 hrs Yr 1; 88 hrs Yr 2 & 3	\$16.00/hr	\$1,376	\$3,440
Clinical Director .122FTE, 95 hrs Yr 1; 62.6 hrs Yr 2; 190 hrs Yr 3	\$46.00/hr	\$2,415	\$15,525
Executive Director .019FTE, 26 hrs Yr 1; 21 hrs Yr 2; 52 hrs Yr 3	\$86.53/hr	\$1,800	\$8,550
Employee Benefits Rates shown above include: 21% for FTEs working 30+ hours/week; 11% for PT employees working less than 30 hours/week; FICA 8.2%; Medi-Care 1.46%; SUI 1%; Workers Comp 1.6%; Med/Dental/Vision 10.85%		\$22,752	\$59,946
STAFF SUBTOTAL		\$165,520	\$431,450
Rent For PTP office space, 280 W. Fourth Street, Oxnard	623sf x \$1.45/sf	\$10,845	\$27,113
Training Facilities Supplies, materials, refreshments for MI, MRT & CRM trainings	\$2,500/trg	-0-	\$7,500
Utilities Gas, electricity, water	\$75/mo	\$900	\$2,250
Janitorial For project space only	\$200/mo	\$2,400	\$6,000
Office Supplies	\$172/mo	\$2,026	\$5,150
Copying & Faxing	\$250/mo	\$3,000	\$7,500
Marketing & Promotional Materials		\$2,000	\$7,000
Phones & Internet includes internal, landline, cellular, remote communications, etc.	\$600/mo	\$7,200	\$18,000
Net Management Services Includes IT & IS support for all project staff	\$257.50/mo	\$3,039	\$7,725
Tier Licenses Licensing fees related to use of Case Mgmt. info system & related expenses	\$274.70/mo	\$3,242	\$8,241
Insurance General, professional liability and other business insurance premiums	\$50/mo	\$600	\$1,500
Auditing Annual audit prep and fees	\$2,000/yr	\$2,000	\$5,000
Travel Including mileage, parking, transportation, auto rentals & associated travel expenses	433 miles/mo X \$0.40/mile	\$2,080	\$5,200
Interpreter Services (subcontract) To facilitate meetings & trainings with partners requiring ASL, Spanish, or Mixtec interpreters. 47.7 hrs Yr 1; 27.3 hrs Yrs 2 & 3	\$86.05/hr	\$2,349	\$8,803
CRM training (subcontract) Community Resiliency Model trainings with Trauma Resource Institute		-0-	\$25,000
MI & Trauma-Informed Care Training (subcontract) MI & TIC trainings with Center for Community Development		-0-	\$30,000
City Impact (subcontract) To provide two trained PT street outreach workers. 520 hrs Yr 1; 2080 hrs Yrs 2 & 3	\$25.00/hr	\$52,000	\$117,000
Healing Circles (subcontract) Support and training of facilitators in healing circle process. 67 hrs Yr 1; 38 hrs Yrs 2 & 3	\$65.00/hr	\$2,340	\$8,385
Trauma Outreach (subcontract) Outreach/intervention workers provide engagement and intervention to trauma patients at VCMC to interrupt cycle of violence. 240 hrs Yr 1; 480 hrs Yrs 2 & 3	\$20.00/hr	\$9,600	\$24,000
Peer Navigators (subcontract) Stipends for "at promise" youth serving as peer "Navigators" (mentors). 65 hrs Yr 2; 132 hrs Yr 3	\$10.00/hr	\$660	\$1,980
Project Start-Up Costs		-0-	\$9,803
NON-STAFF SUBTOTAL		\$106,280	\$333,150
CBO TOTALS		\$271,800	\$764,600

*FTE = Full-Time Employee

5. INDIRECT COSTS: \$5,000 in grant funding for CY2016.

Narrative: An administrative fee will be allocated for the City of Oxnard (Grants Management) to track and distribute grant funds, maintain financial records, manage budget amendments, complete financial reports, and manage audits. **\$5,000/year;** 3-Year project total = \$15,000

6. DATA COLLECTION AND EVALUATION: \$44,000 in grant funding for CY2016.

Narrative: An independent evaluator, Resource Development Associates is being contracted by the City to develop or adapt data collection tools; train project staff to use evaluation tools; receive and analyze data; and generate annual reports as well as a comprehensive final report for the City. **Year 2 (2016) = \$44,000** [Year 1 (2015) = \$44,000; Year 3 (2017) = \$54,000; 3-Year project total = \$142,000.

7. FIXED ASSETS/EQUIPMENT: n/a

8. OTHER: n/a

**The Oxnard ALLIANCE for Community Strength
POLICY TEAM**

Tim Flynn, Mayor	City of Oxnard	(805) 385-7430	timbflynn@gmail.com
Carmen Ramirez, Mayor Pro Tem	City of Oxnard	(805) 385-7430	carmen4oxnard@gmail.com
Jeri Williams, Chief of Police	Oxnard Police Dept.	(805) 385-7640	jeri.williams@oxnardpd.org
John Zaragoza, Co. Supervisor, 5 th District	County of Ventura Board of Supervisors	(805) 654-2613	john.zaragoza@ventura.org
Kathy Long, Co. Supervisor, 3 rd District	County of Ventura Board of Supervisors	(805) 654-2276	kathy.long@ventura.org
Greg Totten, District Attorney	County of Ventura District Attorney's Office	(805) 654-2501	greg.totten@ventura.org
Mark Varela, Director/Chief Probation Officer	County of Ventura Probation Agency	(805) 654-2100	mark.varela@ventura.org
Barry Fisher, Director	County of Ventura Health Care Agency	(805) 677-5110	barry.fisher@ventura.org
Barry L. Zimmerman, Director	County of Ventura Human Services Agency	(805) 477-5301	barry.zimmerman@ventura.org
Geoff Dean, Sheriff	County of Ventura Sheriff's Office	(805) 981-5967	geoff.dean@ventura.org
Tim Hagel, Commander	County of Ventura, Sheriff's Office		tim.hagel@ventura.org
Dr. Jerry Dannenberg, Superintendent	Hueneme (Elementary) School District	(805) 488-3588 x101	jdannenberg@huensd.k12.ca.us
Irma Villanueva	Hueneme (Elementary) School District	(805) 488-3588	ivillanueva@huensd.k12.ca.us
Dr. Cesar Morales, Superintendent	Oxnard (Elementary) School District	(805) 487-3918	drcmorales@oxnardsd.org
Wanda Kelly	Rio School District		wkelly@rio.k12.ca.us
Dr. John D. Puglisi, Superintendent	Rio (Elementary) School District	(805) 981-7707	jpuglisi@rio.k12.ca.us
Steve Dickinson, Interim	Oxnard Union High	(805) 385-2500	steve.dickinson@ouhdsd.k12.ca.us

Superintendent	School District		
Dr. Craig W. Helmstedter, Superintendent	Ocean View (Elem.) School District	(805) 488-4441	chelmstedter@oceanviewsd.org
Lorrie Marston, Counselor	Ocean View (Elem.) School District	(805) 488-4441	lmarston@oceanviewsd.org
Julie Campos, Chapter Member	Parents of Murdered Children Ventura Co.	(805) 302-7978	mydanny82@yahoo.com
Dr. Thomas Duncan, Trauma Director	Ventura County Medical Center	(805) 652-6201	thomas.duncan@ventura.org
Stanley Mantooth, Superintendent	Ventura County Office of Education	(805) 383-1901	mantooth@vcoe.org
Elaine Curry, Director	Ventura Co. Partnership for Safe Families & Communities		emcurry@aspiranet.org
Dave Wilson, Pastor	Oxnard Clergy Council	(805) 469-0281	oxnardbiblechurch@msn.com
Rigoberto Vargas, Director	County of Ventura Public Health	(805) 981-5328	rigoberto.vargas@ventura.org
Claudia Harrison, Executive Director	First 5 Ventura County		charrison@first5ventura.org
Melony Roy, Chief Deputy Director	County of Ventura Behavioral Health		meloney.roy@ventura.org
Luis Mancha, Police Sergeant	Oxnard Police Dept. Youth Services Unit	(805) 207-9056	luis.mancha@oxnardpd.org
Terrel Harrison, Director/ Interim Recreation Superintendent	Oxnard Police Activities League (PAL)	(805) 276-2999	terrel.harrison@ci.oxnard.ca.us
*Barbara Marquez-O'Neill	ALLIANCE Consultant	(805) 746-0391	bjmarquez@aol.com
*Doug Green	ALLIANCE Consultant	(805) 216-4149	doug@dhgreen.com
*Maria Hurtado	Assistant City Manager	(805) 385-7478	Maria.hurtado@ci.oxnard.ca.us
*Sonia Kroth, Community Relations	County of Ventura Human Services Agency	(805) 477-5337	sonia.kroth@ventura.org
*Patricia Olivares, Chief Deputy Probation Officer	County of Ventura Probation Agency	(805) 654-2115	patricia.olivares@ventura.org

*Amelia Sudgen, Principal	Harrington Elem School	(805) 385-1542	asugden@oxnardsd.org
*Richard Duarte, Superintendent (Ret.), Oxnard School District	Ventura County Regional P-16 Council	(805) 890-8373	rduarte10@roadrunner.com
*KerryAnn Varela, Prevention & Early Intervention Manager	County of Ventura Behavioral Health	(805) 981-8463	kerryann.varela@ventura.org
*Greg Barnes, Director	City of Oxnard Oxnard City Corps	(805) 385-7995	greg.barnes@ci.oxnard.ca.us
*Ken Klopman, Youth Safety Coordinator	City of Oxnard, City Manager's Office, Office of Youth Safety	(805) 432-9916	ken.klopman@ci.oxnard.ca.us

* Tech Team members

Rev. 2015-11-25

Board of State and Community Corrections - Project Contact Information			
Grantee:	City of Oxnard	Grant Number:	BSCC 817-14
Grant Name:	California Gang Reduction, Intervention and Prevention (Cal-GRIP)		
Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. NOTE: If you use a P.O. Box, a street address is also required for package delivery and site visit purposes.			
1. The Project Director for the project: (Designee with signing authority)			
Name:	Ken Klopman	Title:	Youth Safety Coordinator
Telephone/Fax:	ofc (805) 385-7471 / cell (805) 432-9916	Email:	ken.klopman@ci.oxnard.ca.us
Address:	555 S. A Street, #265, Oxnard, CA 93030		
2. The person having Routine Programmatic responsibility for the project:			
Name:	Ken Klopman	Title:	Youth Safety Coordinator / OYS
Telephone/Fax:	ofc (805) 385-7471 / cell (805) 432-9916	Email:	ken.klopman@ci.oxnard.ca.us
Address:	Office of Youth Safety, 555 S. A Street, #265, Oxnard, CA 93030		
3. The Financial Officer for the project: (Person Authorizing Financial Reports)			
Name:	Mary Diamond	Title:	Financial Svcs Mgr, Oxnard PD
Telephone/Fax:	(805) 385-7612	Email:	mary.diamond@oxnardpd.org
Address:	Oxnard PD, 251 S. C Street, Oxnard, CA 93030		
4. The Day-to-Day Fiscal Contact for the project: (Person preparing Financial Reports)			
Name:	Amy Van Atta	Title:	Grants Specialist, Oxnard Fire
Telephone/Fax:	(805) 385-8369	Email:	amy.vanatta@oxnardpd.org
Address:	Oxnard FD, 360 W. Second Street, Oxnard, CA 93030		
5. The Executive Director of a nonprofit organization or the Chief Executive Officer (i.e., chief of police, superintendent of schools) of the implementing agency:			
Name:	Eric Sternad	Title:	Executive Director / Interface
Telephone/Fax:	(805) 485-6114	Email:	esternad@icfs.org
Address:	Interface Children & Family Svcs, 4001 Mission Oaks Blvd., Suite 1, Oxnard, CA 93012		
6. The Official Designated by the Governing Board to enter into the Grant Award Agreement for the city/county or Community-Based Organization, as stated in the Standard Agreement (STD 213):			
Name:	Greg Nyhoff	Title:	City Manager, City of Oxnard
Telephone/Fax:	(805) 385-8017	Email:	greg.nyhoff@ci.oxnard.ca.us
Address:	City of Oxnard, City Mgrs Ofc, 300 W. Third Street (4th Floor), Oxnard, CA 93030		
7. The chair of the Governing Board of the recipient:			
Name:	Tim Flynn	Title:	Mayor, City of Oxnard
Telephone/Fax:	(805) 340-1922	Email:	timbflynn@gmail.com
Address:	City of Oxnard, Office of the Mayor, 300 W. Third Street (4th Floor), Oxnard, CA 93030		
8. Additional Project Contact (Optional):			
Name:	Lynnette Raya	Title:	Admin Asst / OYS
Telephone/Fax:	ofc (805) 386-8050 / cell (805) 320-3311	Email:	lynnette.raya@ci.oxnard.ca.us
Address:	Office of Youth Safety, 555 S. A Street, #265, Oxnard, CA 93030		
Name of Person Completing Report:		Ken Klopman	
Title:		Youth Safety Coordinator, Ofc of Youth Safety	
Phone Number:		(805) 385-7471	

BSCC Recvd:

BSCC Form 227 (Revised 5/13)

SUBMIT