

CITY OF
OXNARD
CALIFORNIA

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

E. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States

F. CEREMONIAL CALENDAR**G. 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.

H. PUBLIC HEARINGS – 6:15 P.M.**City Manager Department**

1. **SUBJECT:** Public Hearing and Adoption of Fiscal Year 2016-17 Operating Budget. (25/90)
RECOMMENDATION: 1) That City Council hold a public hearing, continued from June 21, 2016, on the proposed Fiscal Year 2016/17 Operating Budget; 2) That City Council adopt resolutions: (a) approving the City's Fiscal Year 2016-17 Operating Budget; (b) authorizing the Full-Time Equivalent (FTE) Positions effective July 1, 2016; (c) authorizing the Classification and Salary Schedule effective July 1, 2016; (d) approving the Appropriation Limit for Fiscal Year 2016-17; and (e) approving Financial Management Policies; 3) That City Council authorizes the City Manager to transfer and make adjustment of interfund transfers on June 30, 2016 to eliminate cash deficits in funds when necessary including: Capital Improvements, Impact Fee Funds, Assessment District Funds, Grants Funds, Debt Service Fund, Golf Fund, and Arts and Convention Center Fund; and 4) That the Housing Commissioners adopt a resolution approving the Housing Authority's Fiscal Year 2016-17 Operating and Capital Budget.

Legislative Body: CC/HA

Contact: Greg Nyhoff

Phone: 385-7430

Police Department

2. **SUBJECT:** JAG FY 2016 Grant. (5/5)
RECOMMENDATION: That City Council adopt a resolution: 1) Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$112,635 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2016 Local Solicitation; 2) Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-7885) with the County of Ventura and the Cities of San Buenaventura, Simi Valley and Thousand Oaks designating the City of Oxnard as the lead agency and fiscal agent for the JAG; 3) Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award; 4) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget adjustments for the use of JAG funds upon award; and 5) Authorizing the Chief of Police or designee to submit all program related progress or status reports.

Legislative Body: CC

Contact: Jeri Williams

Phone: 385-7624

I. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

L. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

M. INFORMATION CONSENT AGENDA (10)**City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard Housing Authority for April 12, 19 and 26, May 3, 10, 17 and 24, and June 7, 2016.

RECOMMENDATION: Approve.

Legislative Body: HA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

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

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Finance Department

3. **SUBJECT:** Second Amendment to Lease - Western Federal Credit Union.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to Rental Agreement No.5104-10-DS with Western Federal Credit Union for an additional 3-year term for occupancy of 1,065 square feet of the City Hall East Wing at 305 West Third Street Oxnard, CA 93030.

Legislative Body: CC

Contact: Mike More

Phone: 385-7480

N. PUBLIC COMMENTS ON REPORTS

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

O. REPORTS

City Clerk Department

1. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements. (5/10)
RECOMMENDATION: That City Council approve and authorize the Mayor to execute an agreement (A- 7896) with Vida Newspaper for the publication of legal notices and legal advertisements for fiscal year (FY) 2016-17.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

Housing Department

2. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2017. (5/10).
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt a resolution approving and adopting the recommended \$17,353,320 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2017 and, 2) approve and authorize the use of \$143,999 of unrestricted cash/investments to fund the projected deficit.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

3. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2017. (5/10)
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt a resolution approving and adopting the recommended \$7,574,053 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2017, as presented for each project area and, 2) approve and authorize the use of \$420,204 of unrestricted cash/investments to fund the projected deficit.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

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 SESSION

C. CLOSED SESSION – Continued from Page 1.

1. Conference with Legal Counsel – Existing Litigation
CC (Government Code section 54956.9 (d)(1))
Name of case: Application of Southern California Edison Company (U338E) for Approval of the Results of Its 2013 Local Capacity Requirements Request for Offers for the Moorpark Sub-Area, (California Public Utilities Commission Application 14-11-016)

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

2. Conference with Legal Counsel – Existing Litigation
- CC (Government Code section 54956.9 (d)(1))
Name of case: In the Matter of: Application of the Puente Power Project, (California
Energy Commission Docket No. 15-AFC-01)

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

R. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: June 28, 2016

TO: City Council

FROM: Kymberly Horner, Economic Development Director

SUBJECT: Disposition of Community Development Commission Successor Agency 13.06 Acres of Undeveloped Land in Ormond Beach

CONTACT: Kymberly Horner, Economic Development
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

1. That the Oxnard Community Development Commission Successor Agency ("Successor Agency") (i) approve the Option Agreement for Purchase and Sale of Conservation Property by and between the Oxnard Community Development Commission Successor Agency, a public body, corporate and politic as the Seller and The Nature Conservancy, a District of Columbia non-profit corporation as the buyer, for 13.06 acres of land located in Ormond Beach south of Hueneme Road, east of Perkins Road and west of Edison Drive (APN# 231-0-092-235).), (ii) recommend to its oversight board (the "Oversight Board") approval thereof, and (iii) authorize the Chairman (or designee) to execute the document with such non-substantive changes as may be acceptable to the Successor Agency General Counsel and Successor Agency Special Counsel.
2. Authorize the Executive Director of the Successor Agency (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the Option Agreement for Purchase and Sale of Conservation Property, and to administer the Successor Agency's obligations, responsibilities and duties thereunder.

BACKGROUND

The dissolution of redevelopment in California entails the inter-related involvement of the Successor Agency, OB and City in an assortment of steps leading to the disposition of all assets previously held by the former Oxnard Community Development Commission ("CDC"). Among

Approve Option Agreement Between the Successor Agency and Nature Conservancy

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those steps is the process by which real property interests of the former CDC are terminated and made available for ownership and reuse by entities other than the CDC.

In fulfilling its statutory obligations, the SA has formulated a Long Range Property Management Plan (“LRPMP”) to guide the disposition process. The LRPMP was subsequently approved by the OB and submitted to the California Department of Finance (“DOF”) for its review on November 29, 2013. The DOF, by letter dated December 31, 2015, issued its determination on the LRPMP, as revised, approving the disposition and use of all the properties listed in the LRPMP.

Among the properties approved for disposition is a 13.06-acre parcel located within the former Ormond Beach Redevelopment Project (the “Ormond Beach Parcel,” shown in Attachment A). The Nature Conservancy is seeking approval to enter into an Option Agreement for Purchase and Sale of Conservation Property with the Successor Agency (Attachment B).

In 2005, the CDC owned a 50% interest in approximately 309 acres of undeveloped land in the Ormond Beach area, as a tenant in common with the Metropolitan Water District (“MWD”). For several years, the CDC and MWD staff pursuant to City Council direction, discussed with the California Coastal Conservancy’s (“Coastal Conservancy”) staff a sale of most of the property to the Coastal Conservancy for the land to be included in a wetlands restoration project. The Coastal Conservancy funded the purchase of 276 acres of property. TNC, an organization that worked with the Coastal Conservancy on a number of other restoration projects, agreed to take title of the property. Of the original 309 acres, the former CDC retained approximately 13.06 acres and MWD retained approximately 20 acres. The appraised value of the land at the time was approximately \$51,800 per acre, however the sale price was \$47,000 per acre. The sale to the Coastal Conservancy was for the purpose of preserving and restoring natural conditions. The sale to MWD and purchase by CDC were for projects not determined or defined at the time of the sale.

State planning law requires general plans to establish land use designations. In October 2011, the City adopted the 2030 General Plan Goals and Policies. The 2030 Land Use Map classifies and depicts community land uses and intensity. The 13.06 acres is located in the “Coastal Zone” and are now designated “Resource Protected”. In January 2015, City Staff received an appraisal on the land. The appraisal report concluded the land value to be about \$4,006 - \$10,631 per acre, the market value conclusion reports the value of the 13.06 acres to be approximately \$80,000. The report further states that the property has no legal street access, is zoned Coastal Dependent Industry, which permits energy and industrial activities that require location adjacent to or in the vicinity of the sea. However, to bring the property’s zoning in line with its general designation, the City’s Development Services Department expects the zoning will be changed to a more restrictive open space designation within the near future.

With previous consent of the SA and OB, staff has been engaged in negotiations with TNC over the past year. TNC, a non-profit corporation, has worked for more than 50-years to protect the most ecologically important lands and waters of California. TNC is familiar with the competing

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land use interests at Ormond Beach and, as expressed in Section 6.3 of the Option Agreement, intends to retain the property in a natural undisturbed condition. Under the Option Agreement, TNC has 180 days to exercise an option to purchase the Ormond Beach Property for the greater of: (i) \$80,000; or (ii) independent appraisal conducted by TNC and SA.

ENVIRONMENTAL IMPACT

The transfer of title from one entity to another does not trigger environmental review insofar as no changes are proposed in the underlying use of property involved.

FINANCIAL IMPACT

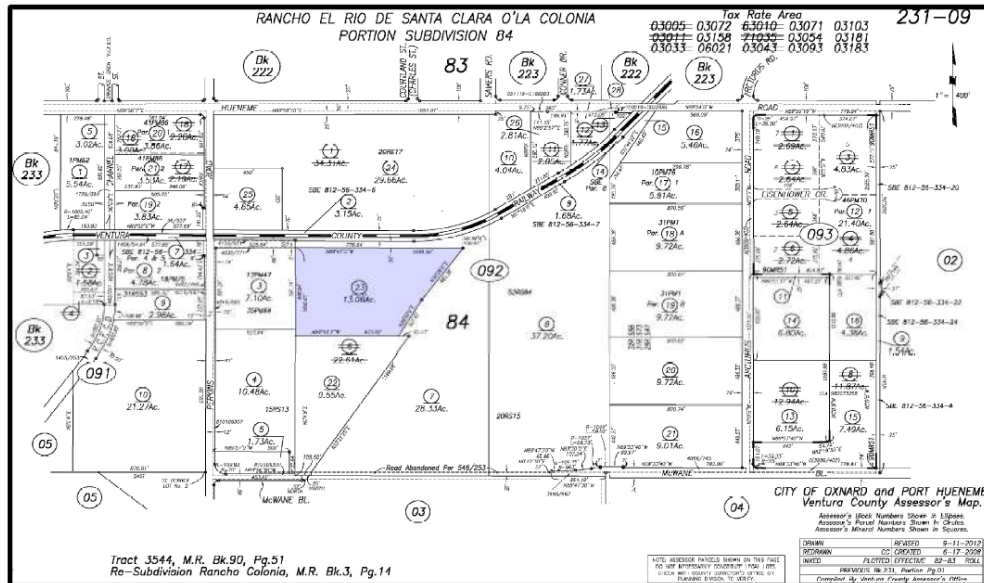
The transfer of the Ormond Beach Property will potentially yield a minimum of \$80,000 which will be distributed to taxing entities as dictated by redevelopment law. The City as a taxing entity may be entitled to approximately 19.79350% of the proceeds from the disposition of the property, or approximately \$15,834.00.

ATTACHMENTS:

ATTACHMENT A - Site Map

ATTACHMENT B - Option Agreement for Purchase and Sale of Conservation Property

ATTACHMENT A



OPTION AGREEMENT
FOR PURCHASE AND SALE OF CONSERVATION PROPERTY
 (LA-VENTURA PROJECT • OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
 • DEED IN)

This Option Agreement (this "Agreement"), dated as of the later date of execution set forth in the signature blocks for this Agreement (the "Agreement Date"), is entered into by and between OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic ("Seller") and The Nature Conservancy, a District of Columbia non-profit corporation (including its successors and assigns, "TNC"), with respect to the real property in Ventura County, California, more particularly described on Exhibit A to this Agreement, together with all buildings, improvements and fixtures thereon and all water and water rights, minerals and mineral rights and other surface and subsurface rights, permits, hereditaments, easements, incidents and appurtenances belonging thereto, containing an estimated 13.06 acres (collectively, the "Conservation Property"). In consideration of the respective promises of the parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller grants to TNC the exclusive right and option (the "Option") to purchase the Conservation Property on the terms and conditions set forth below.

1. Escrow and Closing. The parties will establish an escrow to consummate the transactions that are called for in this Agreement (the "Escrow") with Chicago Title Insurance Company ("Escrow Holder" or "Title Company"). If the Option is exercised, the closing of the sale of the Conservation Property to TNC pursuant to this Agreement (the "Closing") will be accomplished through the Escrow on a date (the "Closing Date") that will be set as described in Paragraph 8 below.
2. Option Term. The term of the Option (the "Option Term") will commence on the Agreement Date and will continue until 11:59 p.m. Pacific Time on the date which is one hundred eighty (180) days following the Agreement Date.
3. Option Consideration. TNC will deposit into the Escrow the sum of \$1,000 as consideration for the Option (the "Option Consideration"). The Option Consideration will be held in the Escrow until it is thereafter disbursed or applied pursuant to this Agreement.
4. Purchase Price. If the Option is exercised, the purchase price for the Conservation Property (the "Purchase Price") will be \$80,000, paid all in cash at the Closing. The Purchase Price is the fair market value of the Conservation Property set forth in an appraisal conducted by a licensed appraiser paid by and prepared for TNC. If the Closing takes place, all of the Option Consideration will be paid to Seller through the Escrow and will be credited against the Purchase Price.
5. Exercise of Option. TNC will exercise the Option, if it chooses to do so, by written notice to Seller (the "Option Exercise Notice"), to be given on or prior to the end of the Option Term. The date on which the Option Exercise Notice is given will be the "Option Exercise Date". Unless TNC has timely exercised the Option, this Agreement shall automatically terminate upon the expiration of the Option Term, Escrow Holder must immediately refund the Option Consideration to TNC, and the parties will have no further rights or obligations under this Agreement.
6. TNC's Due Diligence; Seller's Cooperation.

6.1. TNC will have the Option Term to conduct due diligence relating to the Conservation Property. Seller will reasonably cooperate to provide TNC with information and documents regarding the Conservation Property that are readily available to Seller and requested by TNC during the Option Term. Beginning on the Agreement Date, and thereafter throughout the Option Term, TNC, and such agencies or other funders as may be assisting TNC with this transaction ("Funder(s)"), in each case through their respective employees, agents and consultants, may enter upon the Conservation Property to inspect and make such tests, surveys, studies and other investigations of

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the physical or environmental condition of the Conservation Property as they may deem appropriate. TNC agrees to indemnify, defend (by counsel satisfactory to Seller in Seller's sole discretion) and hold harmless Seller, its directors, officers, employees, members and agents from and against any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys' fees, arising out of or connected with TNC's breach of this Agreement or such entry onto the Conservation Property by TNC, its Funders, employees, agents or consultants. The indemnifications provided by TNC in, or otherwise given in writing to Seller pursuant to, this Agreement will survive the Closing or, if the purchase and sale is not consummated, any expiration or termination of this Agreement.

6.2. Seller will deliver to TNC within 10 days following the Agreement Date the following (collectively, the "Seller's Information"): (i) copies of all soils and geotechnical reports, maps, surveys, archaeological studies, reports relating to the presence or absence of toxic or hazardous materials on the Conservation Property, and any other engineering reports, data or studies that are in Seller's possession; and (ii) any information, documents, leases or studies in Seller's possession relating to the development or operation or ownership of the Conservation Property, the status and nature of any assessment districts and the amount of any assessment liability, governmental permissions or entitlements, and the conformity of the Conservation Property with planning, zoning, subdivision and development statutes, ordinances, regulations and permits.

6.3. Seller acknowledges that TNC intends to use the Conservation Property, in whole or in part, as a natural area or similar use. Seller covenants and agrees that the Conservation Property and the natural resources on the Conservation Property will remain in their current condition (as of the Agreement Date) until and through the Closing Date and that, until and through the Closing Date, Seller will refrain from and will not actively permit any use of the Conservation Property or the natural resources on the Conservation Property for any purpose or in any manner that would adversely affect TNC's intended use of all or part of the Conservation Property as a natural area or similar use. Seller covenants and agrees that, on and after the Agreement Date and until and through the Closing Date, Seller will not create any leases, licenses, easements, tenancies, possessions, rights of way, or other rights to use or occupy any portion of the Conservation Property, whether of record, prescriptive, or otherwise not of record with respect to the Conservation Property.

7. Title Policy. TNC has obtained from Title Company Title Company's preliminary report concerning the Conservation Property, dated as of August 14, 2014, under its order number 131410162-DH (the "Preliminary Report"), which is attached to this Agreement as Exhibit B. It will be a condition to TNC's obligation to close the Escrow and acquire the Conservation Property that Title Company be ready, willing, and able to issue to TNC, as of the Closing, a CLTA form policy of title insurance insuring the Conservation Property, with an endorsement for legal access to the Conservation Property (and such other reasonable endorsements as TNC might request), showing title vested in TNC as of the Closing, subject only to the normal printed exceptions in such policies and only exceptions 1, 2, 3, 4, 5, 6, 8, and 9 shown in the Preliminary Report (collectively, the "Title Policy") (exception 7 is objected to by TNC and must not appear on the Title Policy), and if Title Company is not able to do so, then TNC may terminate this Agreement. Any other items appearing on title must be removed by Seller prior to the Closing unless accepted by TNC in writing and in TNC's sole discretion prior to the Closing Date. Title Company must deliver the Title Policy to TNC no later than 30 days immediately following the Closing Date.

8. Closing. If the Option Exercise Notice is given, the Closing Date will be not more than 30 days after the Option Exercise Date, subject to the remaining terms and conditions of this Agreement. At least 15 days prior to the Closing Date, Seller will execute and deliver into the Escrow a good and sufficient Grant Deed, in recordable form and in the form attached to this Agreement as Exhibit C and otherwise acceptable to TNC in TNC's sole discretion, conveying a good, insurable and marketable fee simple title to the Conservation Property to TNC and its assigns, free and clear of all liens, encumbrances and exceptions, except those that are approved or waived by TNC pursuant to

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this Agreement. At least 15 days prior to the Closing Date, Seller will execute and deliver into the Escrow appropriate affidavits or certificates concerning Seller's non-foreign status and California residence as are required under applicable law. Closing costs will be apportioned by Escrow Holder as customary in the county in which the Conservation Property is located.

9. **Failure to Close.** If the Option Exercise Notice is given, but the Escrow fails to timely close due to TNC's default, Seller's exclusive remedy will be to receive disbursement of the Option Consideration from Escrow Holder as Seller's liquidated damages (as provided below), and this Agreement will terminate; and in no event will TNC be liable for damages of any nature, except for TNC's indemnity, defense and hold harmless obligations under Paragraph 6.1. If the Option Exercise Notice is given but the Escrow fails to timely close due for any reason other than TNC's default, TNC's exclusive remedies will be to either (a) pursue specific performance of this Agreement or (b) terminate this Agreement and receive a refund of the Option Consideration from Escrow Holder as TNC's liquidated damages (as provided below); and in no event will Seller be liable for damages of any nature.

Seller and TNC have agreed that it would be extremely difficult or impracticable to determine the actual damages to either party if the Option Exercise Notice is given but the Escrow fails to timely close as provided in this Agreement. By placing their initials below, the parties acknowledge that the amount of the Option Consideration has been agreed upon by them, after negotiation, as their reasonable estimate of the damages to either party in such a case, and as the exclusive remedy of each party against the other in such a case, whether at law or in equity.

Seller:

TNC:

(Initials)

(Initials)

10. **Representations and Warranties.** Seller represents, warrants and covenants to TNC that, to Seller's actual knowledge, the following are true as of the Agreement Date and will be true as of the Closing Date:

10.1. Except as may be disclosed in the Seller's Information, there is not: (1) any violation with respect to the Conservation Property of any applicable law, court order, or other government directive; (2) any legal proceeding that is pending or threatened with respect to the ownership or operation of the Conservation Property; (3) any unsatisfied mechanics' or materialmen's lien rights concerning the Conservation Property; (4) any pending or threatened action in condemnation that has as a goal the acquisition of all or any part of the Conservation Property; (5) any hazardous or toxic material, as defined by applicable law, located on the Conservation Property or on adjoining real property that exceeds actionable levels under any applicable law, or any enforcement, clean-up, removal or other governmental or regulatory action that has been instituted or threatened with respect to hazardous or toxic materials located on the Conservation Property; or (6) any above-ground or below-ground storage tank located on the Conservation Property.

10.2. Except as may be disclosed in the Preliminary Report, there are no leases, licenses, easements, tenancies, possessory rights, rights of way, rights of first refusal, option rights, or other third party rights to lease, use, occupy, or purchase all or any portion of the Conservation Property (whether of record, prescriptive or otherwise), and there are no other existing contracts or agreements of any kind affecting the Conservation Property entered into by Seller or any predecessor of Seller under which any person or entity will or would have any rights against TNC or the Conservation Property after the Closing.

10.3. Seller is the sole owner of the Conservation Property, and all documents executed by Seller that are to be delivered into the Escrow are or at the time of the Closing will be duly

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authorized, executed and delivered by Seller, are or at the time of the Closing will be legal, valid, and binding obligations of Seller, and are and at the time of the Closing will be sufficient to convey title (if they purport to do so) to the Conservation Property.

10.4. Seller is not a real estate broker with regard to this transaction, and Seller has not contracted with any broker or finder with regard to this transaction.

10.5. Seller will not consummate the exchange of all or any portion of the Conservation Property as part of a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code.

10.6. Seller will provide to TNC all of the Seller's Information.

10.7. Seller agrees that it will use any funds received under this Agreement in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.

Seller agrees to indemnify, defend (by counsel satisfactory to TNC in TNC's sole discretion) and hold harmless TNC, its directors, officers, employees, members and agents from and against any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses, including litigation costs and attorneys' fees, arising out of or connected with Seller's breach of this Agreement or the inaccuracy of any representation or warranty provided by Seller in, or otherwise given in writing to TNC pursuant to, this Agreement. The representations, warranties, and indemnifications provided by Seller in, or otherwise given in writing to TNC pursuant to, this Agreement will survive the Closing or, if the purchase and sale is not consummated, any expiration or termination of this Agreement.

11. TNC's Conditions Precedent. Seller acknowledges that the purchase money for TNC's acquisition of the Conservation Property is to be provided by grants and/or other public or private funding that TNC has applied for or intends to apply for in TNC's sole discretion. In the event TNC exercises the Option, it will be a condition precedent to TNC's obligation to acquire the Conservation Property at the Closing that TNC will have received the full amount of the Purchase Price from public and/or private funding sources, as described in the previous sentence. Additionally, in the event TNC exercises the Option, it will be a condition precedent to TNC's obligation to acquire the Conservation Property at the Closing that TNC will be satisfied, in its sole and absolute discretion, that the physical and environmental condition of the Conservation Property has not materially changed between TNC's exercise of the Option and the Closing. TNC's conditions precedent set forth in this Agreement are solely for the benefit of TNC, and TNC may waive any or all of those conditions or the performance by Seller of any of Seller's obligations; provided, however, that any such waiver must be in a writing signed by TNC.

12. No Tax Deduction Claim by Seller. TNC has inquired of Seller whether Seller, in connection with the transaction contemplated by this Agreement, plans to claim any income tax deduction based on an assertion that the value of the Conservation Property is higher than the Purchase Price (sometimes known as a "bargain sale") or for any other reason. TNC informs Seller that TNC has certain procedures that TNC is required to follow in all cases in which a seller intends to claim such a bargain-sale deduction. Those procedures include, without limitation, TNC's delivering to Seller, before entering into this Agreement, information (collectively, the "Bargain Sale Information") that Seller would need to have before the Closing in order for TNC to be able to subsequently execute any IRS Form 8283 or similar documentation at the federal, state, or local level concerning Seller's claim of a right to such a deduction. The information that TNC provides to sellers in such cases includes, without limitation, specific requirements for the appraisal that Seller must obtain for the IRS in order to evidence the claimed donation and for the sharing of that appraisal with TNC. Seller represents, warrants, and covenants to TNC that Seller has no intention of taking any tax deduction with respect to any bargain sale that might be involved in the transaction contemplated by this Agreement, and Seller informs TNC that TNC need not deliver to Seller the Bargain Sale Information. Seller acknowledges that neither TNC nor any of its employees or agents has made any

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representation or warranty concerning the tax consequences of the transaction contemplated by this Agreement. Seller represents and warrants that Seller has not relied on any representation or warranty concerning the tax consequences of this specific transaction and that Seller has been advised by TNC to seek Seller's own professional advice regarding such tax consequences and that Seller is relying on Seller's own tax and financial advisors for such tax advice and that Seller will hold TNC harmless in the event of any future assessment of tax liability by any taxing authority with respect to the transaction.

13. Notices. Except as otherwise provided in this Agreement, any notice that any party to this Agreement desires or is required to give to or make on another party pursuant to this Agreement (in each case, a "Notice") will be in writing and will be served upon the party being addressed at the most recent address that the addressed party has provided for such purposes, by any of the following means: (a) by delivery in person; (b) by certified U.S. mail, return receipt requested, postage prepaid; (c) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is available and requested by the sender; or (d) by email. Telephone numbers are provided below for use in connection with "overnight" deliveries, not for giving notice by telephone. If delivered in person, a Notice will be deemed given immediately upon delivery (or refusal of delivery or receipt). If sent by certified mail, a Notice will be deemed given on the date deposited in the mail. If sent by Federal Express or other reputable "overnight" delivery service, a Notice will be deemed given on the date deposited with the delivery service. If sent by email, a Notice will be effective on the date sent. By a written Notice to all other parties, any party may designate a replacement address. The parties initially designate the following addresses for Notices to be sent to them:

If to Seller:

Oxnard Community Development
Commission Successor Agency
Attn: Economic Development Director
214 South C Street
Oxnard, California 93030
Email: Kymberly.Horner@ci.oxnard.ca.us
Phone: 805-385-7853

If to TNC:

The Nature Conservancy
Attn: Legal Department
201 Mission Street, 4th Floor
San Francisco, California 94105
Email: Notice_CALegal@tnc.org
Phone: 415-777-0487

14. General Provisions.

14.1. Entire Agreement. This Agreement contains the entire agreement between the parties to this Agreement and will not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

14.2. Interpretation. Exhibits referred to in this Agreement are incorporated into this Agreement by reference. The paragraph headings of this Agreement are for reference purposes, and not to place any construction on this Agreement. This Agreement will be construed without reference to the identity of the party or parties preparing it; the parties hereto participated equally or had equal opportunity to participate in the drafting of this Agreement. If any term or provision of this Agreement will, to any extent, be held invalid or unenforceable, the remainder of this Agreement will not be affected. This Agreement will be interpreted, enforced and governed by the laws of the State of California.

14.3. Attorneys' Fees. In the event of any litigation between the parties to this Agreement in connection with the interpretation of this Agreement, or the enforcement of any right or obligation under this Agreement, the party prevailing in such litigation will be entitled to payment by the other party of the court costs and attorneys' fees and expenses incurred by the prevailing party in connection with such litigation, in such amount as the court or administrative body may judge reasonable.

Z:\LA-Ventura as of 3.1.2016 see SCR and C folder)\Ormond Beach\Oxnard Community Development Commission\Option.06_16_16.bgb.sig ready.docx

14.4. Time. Time is of the essence in the performance of the obligations under this Agreement. If the due date for performing any action or obligation or for providing any Notice under this Agreement falls on a Saturday, Sunday or Federal or California legal holiday, the due date will be deemed to be the immediately following date that is not a Saturday, Sunday or Federal or California legal holiday.

14.5. Successors and Assigns. The terms and conditions of this Agreement will apply to and bind, and will inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

14.6. Signatures. Electronic signatures and fax signatures are acceptable for this Agreement. This Agreement may be executed in counterparts, and all counterparts so executed will constitute one agreement, which will be binding on the parties.

In witness whereof, the parties have executed this Agreement as of the Agreement Date.

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

By: _____
(signature)

Printed Name: _____

Title: _____

Date: _____

THE NATURE CONSERVANCY,
a District of Columbia non-profit
corporation

By: _____
(signature)

Printed Name: Liz Wickens

Title: Project Director

Date: June 17, 2010

14.4. Time. Time is of the essence in the performance of the obligations under this Agreement. If the due date for performing any action or obligation or for providing any Notice under this Agreement falls on a Saturday, Sunday or federal or California legal holiday, the due date will be deemed to be the immediately following date that is not a Saturday, Sunday or federal or California legal holiday.

14.5. Successors and Assigns. The terms and conditions of this Agreement will apply to and bind, and will inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the parties to this Agreement.

14.6. Signatures. Electronic signatures and fax signatures are acceptable for this Agreement. This Agreement may be executed in counterparts, and all counterparts so executed will constitute one agreement, which will be binding on the parties.

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

THE NATURE CONSERVANCY,
a District of Columbia non-profit
corporation

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit ALegal Description of the Conservation Property**For APN/Parcel ID(s): 231-0-092-235**

That portion of Lot 3 of Subdivision 84 of the Rancho El Rio De Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 14 of Maps, in the office of the County Recorder of said County, described as follows:

Commencing at a 2 inch iron pipe marked "L.S. 1842" set in the Westerly line of said Lot 3, distant along said Westerly line, North 00° 04' East 1627.23 feet from the Southwesterly corner of said Lot 3, at the Northwesterly corner of the land described in deed to Sam Kalof, recorded January 3, 1957 in Book 1471, Page 332 of Official Records, thence along the Northerly line of said last mentioned land South 89° 47' East 535.64 feet to a 2 inch iron pipe and being the true point of beginning; thence along the boundary of said land of same Kalof by the following 4 courses,

1st: South 89° 47' East 1099.50 feet to a 2 inch iron pipe marked "L.S. 1842" set at the most Easterly corner thereof; thence,

2nd: South 35° 26' West 465.36 feet to a 2 inch iron pipe marked "L.S. 1842" set at an angle point; thence,

3rd: South 29° 50' West 307.42 feet to a 2 inch iron pipe marked "L.S. 1842" set at the Southeasterly corner of said last mentioned land; thence,

4th: North 89° 57' West 677.57 feet, more or less to the intersection with a line which is parallel with the Westerly line of said Lot 3 and passes through said true point of beginning; thence along said parallel line,

5th: North 0° 04' East 648.64 feet to the true point of beginning.

EXCEPT from that portion of said Parcel 3, conveyed to Henry T. Oxnard by deed recorded in Book 56, Page 26 of Deeds, one-half of the oil, gas, hydrocarbon in all forms and all other minerals and mineral rights, metallic or non-metallic in and under said lands, without the right of surface entry as reserved by American Crystal Sugar Company, a corporation, formerly American Beet Sugar Company, a corporation, in deed recorded April 20, 1956 in Book 1398, Page 153 of Official Records.

ALSO EXCEPT from that portion of said Parcel 3 conveyed in the above mentioned deed recorded in Book 56, Page 26 of Deeds, the remaining interest in all oil, gas, minerals and other hydrocarbon substances without the right to enter upon, possess or use any part of the surface of said real property or any part of the subsurface thereof to a depth of 500 feet below the surface for the purpose of prospecting for, drilling for, developing or producing such oil, gas, minerals and other hydrocarbon substances as reserved in the deed from Roy E. Lown and Leona M. Lown, husband and wife, recorded January 3, 1957 in Book 1471, Page 332 of Official Records.

ALSO EXCEPT from the remaining portion of Parcel 3 all oil, gas and other hydrocarbon substances without the right to enter upon, possess or use any part of the surface of said real property or any part of the subsurface thereof to a depth of 500 feet below the surface for the purpose of prospecting for, drilling for, developing or producing such oil, gas, minerals and other hydrocarbon substances, as reserved by Roy E. Lown and Leona M. Lown, husband and wife, in deed last above mentioned.

Exhibit B

The Preliminary Report

[The Preliminary Report underlies this Exhibit B cover page]



CHICAGO TITLE COMPANY

PRELIMINARY REPORT

Order No.: 131410162-DH
Property: vacant land
Oxnard, CA 93030

In response to the application for a policy of title insurance referenced herein, **Chicago Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Chicago Title Insurance Company, a Nebraska corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Chicago Title Insurance Company

Countersigned By:

Authorized Officer or Agent



By:

President

Attest:

Secretary

Visit Us on our Website: www.ctic.com



**CHICAGO TITLE
COMPANY**

ISSUING OFFICE: 500 E. Esplanade Dr, Suite 102, Oxnard, CA 93036

FOR SETTLEMENT INQUIRIES, CONTACT:

Chicago Title Company
500 E. Esplanade Dr., Suite 102 • Oxnard, CA 93036
(805)656-1300 • FAX 805-639-0682

PRELIMINARY REPORT

Title Officer: Denise Hume
Email: HumeD@ctt.com
Phone No.: (805)656-1300
Fax No.: (805)642-8280
Title No.: 131410162-DH

Escrow Officer: Linda Hamilton, CSEO, CEI
Email: Linda.Hamilton@ctt.com
Phone No.: (805)656-1300
Fax No.: (805)639-0682
Escrow No.: 131410162-LH

PROPERTY ADDRESS(ES): vacant land, Oxnard, CA

EFFECTIVE DATE: August 14, 2014 at 07:30AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Policy 1990

1. The estate or interest in the Land hereinafter described or referred to covered by this Report is:

Fee

2. Title to said estate or interest at the date hereof is vested in:

Oxnard Community Development Commission Successor Agency, a public body, corporate and politic

3. The Land referred to in this Report is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 231-0-092-235

That portion of Lot 3 of Subdivision 84 of the Rancho El Rio De Santa Clara o'la Colonia, in the County of Ventura, State of California, as per Map recorded in Book 3, Page 14 of Maps, in the office of the County Recorder of said County, described as follows:

Commencing at a 2 inch iron pipe marked "L.S. 1842" set in the Westerly line of said Lot 3, distant along said Westerly line, North 00° 04' East 1627.23 feet from the Southwesterly corner of said Lot 3, at the Northwestern corner of the land described in deed to Sam Kalof, recorded January 3, 1957 in Book 1471, Page 332 of Official Records, thence along the Northerly line of said last mentioned land South 89° 47' East 535.64 feet to a 2 inch iron pipe and being the true point of beginning; thence along the boundary of said land of same Kalof by the following 4 courses,

1st: South 89° 47' East 1099.50 feet to a 2 inch iron pipe marked "L.S. 1842" set at the most Easterly corner thereof; thence,

2nd: South 35° 26' West 465.36 feet to a 2 inch iron pipe marked "L.S. 1842" set at an angle point; thence,

3rd: South 29° 50' West 307.42 feet to a 2 inch iron pipe marked "L.S. 1842" set at the Southeasterly corner of said last mentioned land; thence,

4th: North 89° 57' West 677.57 feet, more or less to the intersection with a line which is parallel with the Westerly line of said Lot 3 and passes through said true point of beginning; thence along said parallel line,

5th: North 0° 04' East 648.64 feet to the true point of beginning.

EXCEPT from that portion of said Parcel 3, conveyed to Henry T. Oxnard by deed recorded in Book 56, Page 26 of Deeds, one-half of the oil, gas, hydrocarbon in all forms and all other minerals and mineral rights, metallic or non-metallic in and under said lands, without the right of surface entry as reserved by American Crystal Sugar Company, a corporation, formerly American Beet Sugar Company, a corporation, in deed recorded April 20, 1956 in Book 1398, Page 153 of Official Records.

ALSO EXCEPT from that portion of said Parcel 3 conveyed in the above mentioned deed recorded in Book 56, Page 26 of Deeds, the remaining interest in all oil, gas, minerals and other hydrocarbon substances without the right to enter upon, possess or use any part of the surface of said real property or any part of the subsurface thereof to a depth of 500 feet below the surface for the purpose of prospecting for, drilling for, developing or producing such oil, gas, minerals and other hydrocarbon substances as reserved in the deed from Roy E. Lown and Leona M. Lown, husband and wife, recorded January 3, 1957 in Book 1471, Page 332 of Official Records.

ALSO EXCEPT from the remaining portion of Parcel 3 all oil, gas and other hydrocarbon substances without the right to enter upon, possess or use any part of the surface of said real property or any part of the subsurface thereof to a depth of 500 feet below the surface for the purpose of prospecting for, drilling for, developing or producing such oil, gas, minerals and other hydrocarbon substances, as reserved by Roy E. Lown and Leona M. Lown, husband and wife, in deed last above mentioned.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2014-2015.
2. There were no taxes levied for the fiscal year 2013-2014 as the property was vested in a public entity.
3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Southern California Edison Company	
Purpose:	Public utilities and incidental purposes	
Recording No.:	Book 817, Page 399 of Official Records	
Affects:	A portion of said land	
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Southern California Edison Company
Purpose:	Public utilities and incidental purposes
Recording Date:	September 6, 1951
Recording No.:	Book 1019, Page 538 of Official Records
Affects:	A portion of said land
6. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency:	Ormond Beach Redevelopment Plan Ordinance No. 1990 and 1991
Recorded:	December 2, 1983, as Document No. 137008; and January 19, 1984, as Document No. 6720 both of Official Records
7. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	\$5,100,000.00
Dated:	August 3, 1998
Trustor/Grantor	Oxnard Community Development Commission, a body corporate and politic
Trustee:	Chicago Title Insurance Company
Beneficiary:	The Metropolitan Water District of Southern California
Recording Date:	August 4, 1998
Recording No.:	as Document No. 98-129326 of Official Records
Affects:	This land and other land
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters shown on

Map:	Record of Survey
Recording No.:	Book 52 Page, 84 through 89 of Records of Survey

EXCEPTIONS
(continued)

9. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Ormond Beach Redevelopment Project Statement
Recording Date: July 20, 2007
Recording No.: as Document No. 20070720-143713 of Official Records

END OF EXCEPTIONS

NOTES

Note 1. This Company will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the Land this Company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: Oxnard Community Development Commission Successor Agency

Note 2. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(ies),
Party(ies): All parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

Note 3. Note: If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

Note 4. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

Note 5. Note: In compliance with the new RESPA regulations, Chicago Title Company will be averaging recording fees for Single Family 1-4 Residential properties. Please contact your Title Officer to obtain the current recording fees. In addition, Chicago Title Company will pay Fidelity National Financial 12% of the title premium, as disclosed on lines 1107 and 1108 of the HUD-1.

Note 6. Note: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

END OF NOTES

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE
Effective: January 24, 2014**

Order No.: 131410162--LH

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the [Third Party Opt Out](#) section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the [Third Party Opt Out](#) section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

PRIVACY NOTICE (continued)

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

PRIVACY NOTICE (continued)

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.

If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014 / LAST UPDATED: JANUARY 24, 2014

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ATTACHMENT ONE (CONTINUED)

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

ATTACHMENT ONE (CONTINUED)

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- land use
- improvements on the land
- land division
- environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at policy date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- a notice of exercising the right appears in the public records on the Policy Date
- the taking happened prior to the Policy Date and is binding on you if you bought the land without knowledge of the taking

3. Title Risks:

- that are created, allowed, or agreed to by you
- that are known to you, but not to us, on the Policy Date-unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A

or

- in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

ATTACHMENT ONE (CONTINUED)

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ATTACHMENT ONE (CONTINUED)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (CTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 to 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (CTC, CTIC)

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.*, Sacramento Superior Court Case No. 99AS02793, and related cases.

DISASTER LOANS (CTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% to 50% of the appropriate title insurance rate, depending on the type of coverage selected.

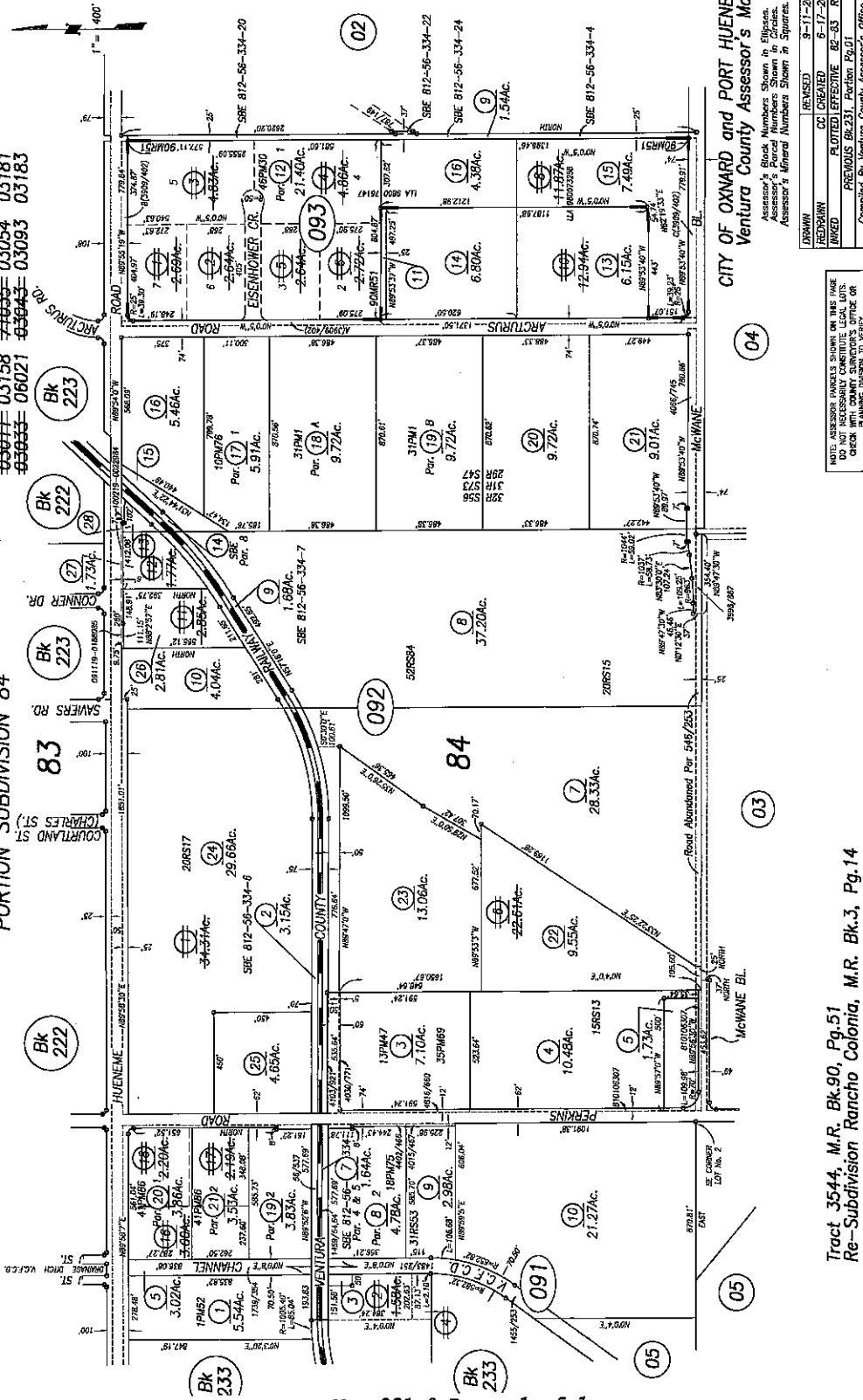
231-09

Tax Rate Area

03005= 03072 03010= 03071 03103
 03011= 03158 03035= 03054 03181
 03033= 06021 03043= 03093 03183

RANCHO EL RIO DE SANTA CLARA O'LA COLONIA
 PORTION SUBDIVISION 84

Description: Ventura, CA Assessor Map 231.9 Page: 1 of 1
 Order: 131410162 Comment:



CITY OF OXNARD and PORT HUENEME
 Ventura County Assessor's Map.

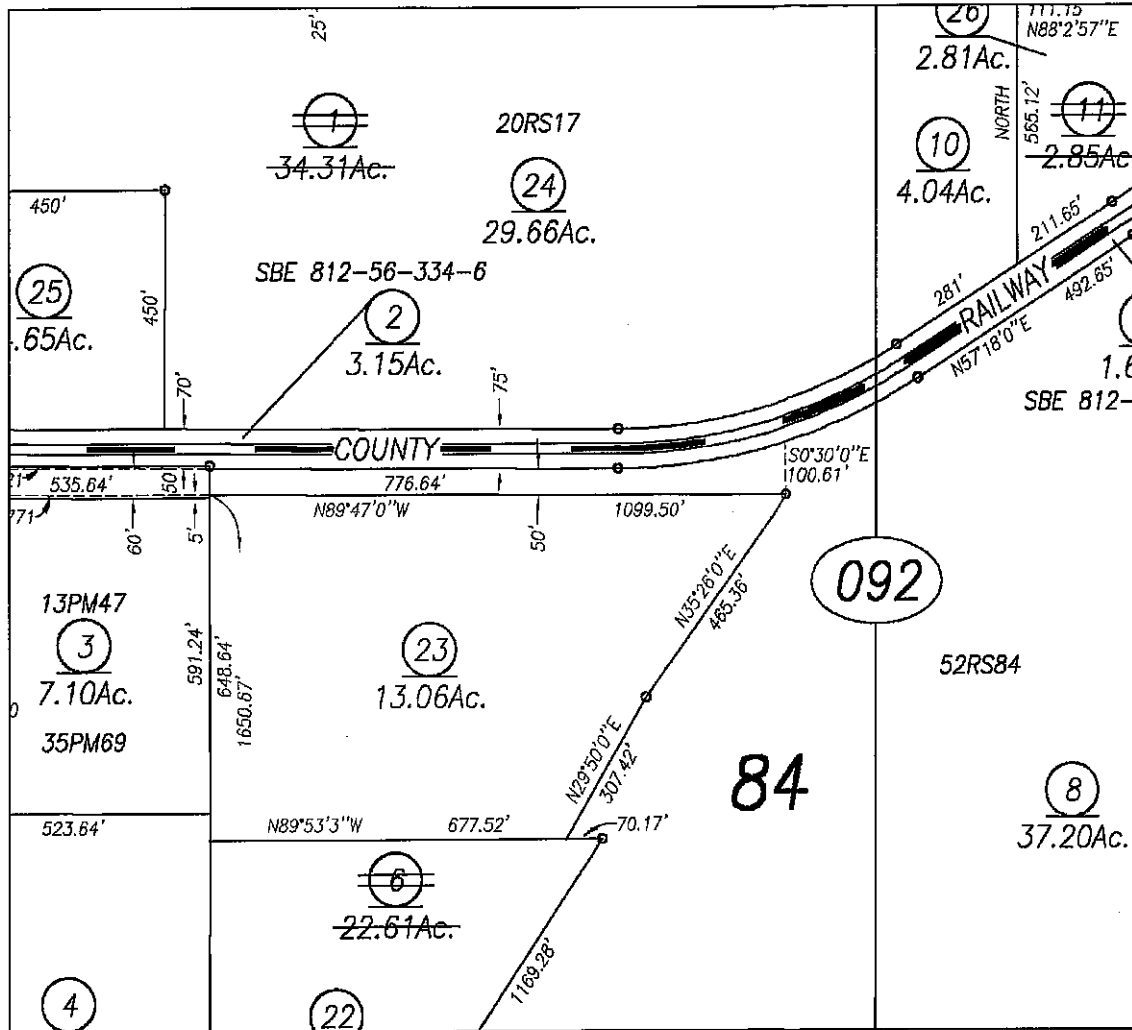
Assessor's Block Numbers Shown in Ellipses.
 Assessor's Parcel Numbers Shown in Circles.
 Assessor's Mineral Numbers Shown in Squares.

DRAWN	REVISED	9-11-2012
PREPARED	CC CHECKED	6-17-2008
INDEXED	PLOTTED/EFFECTIVE	B2-33 ROLL
	PREVIOUS BK.231, Portion Pg.01	
	Compiled By Ventura County Assessor's Office	

Tract 3544, M.R. Bk.90, Pg.51
 Re-Subdivision Rancho Colonia, M.R. Bk.3, Pg.14

NOTE: ASSessor PARCELS SHOWN ON THIS MAP
 ARE NOT TO BE USED FOR ANY OTHER PURPOSES
 OTHER THAN PLANNING PURPOSES TO VERIFY

Scale 1 inch = 226.70 feet



Legend



Item No. 4 - Easement for Public Utilities

In Bk817 & Pg399 of Official Records



The exact location of said easement cannot be determined and is not plottable

Item No. 5 - Easement for Public Utilities

In 09/06/1951 Bk1019 Pg538 of Official Records



The exact location of said easement cannot be determined and is not plottable

©2014

Chicago Title Company
500 E. Esplanade Dr, Suite 102
Oxnard, CA 93036

Title Order No. : 131410162, Preliminary Report dated August 14, 2014

Reference :

Property : vacant land, Oxnard, CA

Drawing Date : 08/30/2014 - FNFI

Assessor's Parcel No. : 231-0-092-235

Data :

Any discrepancies, conflicts in boundary lines, shortages in area, encroachments, or any other facts which a correct survey would disclose and are not shown by this plat is for your aid in locating your land with reference to streets and other parcels. While this plat is believed to be correct, the Company assumes no liability for any reason of reliance thereon.

Plat Showing : That portion of Lot 3 of Subdivision 84 of the Rancho El Rito De Santa Clara o la Colonia, in the County of Ventura, State of California

Sheet
1 of 1

Exhibit CForm of Grant DeedOFFICIAL BUSINESS

Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

Oxnard Community Development
Commission Successor Agency
214 South C Street
Oxnard, CA 93030

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

The Nature Conservancy
Attn: Legal Department
201 Mission Street, Fourth Floor
San Francisco, CA 94105

APN: 231-0-092-235

Space above for Recorder's Use

The undersigned Grantor declares:

Documentary Transfer Tax is: \$_____ (County); City Tax is: \$_____.

[X] computed on full value of property conveyed, or

[] computed on full value less value of liens or encumbrances remaining at time of sale,

[] Unincorporated area; [X] City of Oxnard.

GRANT DEED

(LA-VENTURA PROJECT • OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY • DEED IN)

FOR A VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged,

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY, a public body, corporate and politic ("**Grantor**"), acting to carry out the redevelopment plan for the Ormond Beach Redevelopment Project Area (the "**Redevelopment Plan**"), under the Community Redevelopment Law of the State of California,

hereby GRANTS to

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation ("**Grantee**"),

the real property in the County of Ventura, State of California, more particularly described on Exhibit A attached hereto and made a part hereof (the "**Property**").

Together with all water, water rights, water appropriations, ditches, ditch rights-of-way and ditch rights as heretofore used and enjoyed in connection with the above-described lands and all of Grantor's interest in all oil, gas, hydrocarbons and minerals, and all surface and subsurface rights, and all hereditaments, easements, incidents and appurtenances thereto.

1. The Property is conveyed to Grantee subject to: (i) all liens, encumbrances, easements, covenants, conditions, and restrictions of record, (ii) all matters that would be revealed or disclosed in an accurate survey of the Property, (iii) all matters that would be revealed or disclosed by a physical inspection of the Property and (iv) zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the use, occupancy, or enjoyment of the Property.

2. The Property is conveyed to Grantee in accordance with and subject to the Redevelopment Plan. Copies of the Redevelopment Plan are public records on file in the office of Grantor, located at 214 South C Street, Oxnard, California 93030, and are incorporated herein by this reference. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that, until the expiration date of the Redevelopment Plan, Grantee, such successors and such assigns shall develop, maintain, and use the Property only as follows: (a) the Property shall be devoted only to the development and uses permitted in the Redevelopment Plan and (b) the Property shall be used primarily as a natural area or similar use.

3. Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The foregoing covenants shall run with the land.

4. All deeds, leases or contracts made relative to the Property, any improvements thereon, or any part thereof, shall contain or be subject to substantially the following non-discrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

Notwithstanding the above paragraph, with respect to familial status, paragraph (a) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (a) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall also apply to the above paragraph.

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

Notwithstanding the above paragraph, with respect to familial status, paragraph (b) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (b) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to the above paragraph.

(c) In contracts: In contracts entered into by Grantee relating to the sale, transfer, or leasing of land or any interest therein acquired by Grantee within any survey area of redevelopment project the foregoing provisions in substantially the forms set forth shall be included and the contracts shall further provide that the foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the instrument.

5. All conditions, covenants and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by Grantor and its successors and assigns, and the City of Oxnard and its successor and assigns, against Grantee, its successors and assigns, to or against the Property or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof.

6. In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor and the City of Oxnard shall each be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in their own right and also for the purposes of protecting the interests of the community. All covenants, without regard to technical classification or designation, shall be binding for the benefit of Grantor and the City of Oxnard, and such covenants shall run in favor of Grantor and the City of Oxnard for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor and/or the City of Oxnard is or remains an owner of any land or interest therein to which such covenants relate. Grantor and the City of Oxnard shall each have the right, in the event of any breach of any such agreement or covenants, to exercise all of the rights and remedies, and to maintain any actions at law or suit in equity or other proper proceeding to enforce the curing of such breach of agreement or covenant.

7. The conditions, covenants, and restrictions contained in the Redevelopment Plan shall remain in effect until they terminate and become null and void on the expiration date of the Redevelopment Plan. The covenants against discrimination set forth in paragraphs 3 and 4 of this Grant Deed shall remain in effect in perpetuity.

8. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest on the Property; provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations, and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise. The covenants contained in this Grant Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 201__.

"GRANTOR"

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

Dated: _____

By: _____
Greg Nyhoff
Executive Director

APPROVED AS TO FORM AND CONTENT:

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

Grantee hereby accepts the foregoing Grant Deed, subject to all of the matters hereinbefore set forth.

"GRANTEE"

THE NATURE CONSERVANCY,
a District of Columbia non-profit corporation

Dated: _____

By: _____
Name: _____
Title: _____

FORM OF ACKNOWLEDGEMENT

[The Form of Acknowledgement underlies this cover page]

EXHIBIT A TO GRANT DEED

[The Legal Description underlies this Exhibit A cover page]

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: 1

DATE: June 28, 2016

TO: City Council

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

FROM: Greg Nyhoff, City Manager

SUBJECT: Public Hearing and Adoption of Fiscal Year 2016-17 Operating Budget

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

RECOMMENDATION:

1. That City Council hold a public hearing, continued from June 21, 2016, on the proposed Fiscal Year 2016/17 Operating Budget.
2. That City Council adopt resolutions: (a) approving the City's Fiscal Year 2016-17 Operating Budget; (b) authorizing the Full-Time Equivalent (FTE) Positions effective July 1, 2016; (c) authorizing the Classification and Salary Schedule effective July 1, 2016; (d) approving the Appropriation Limit for Fiscal Year 2016-17; and (e) approving Financial Management Policies.
3. That City Council authorizes the City Manager to transfer and make adjustment of interfund transfers on June 30, 2016 to eliminate cash deficits in funds when necessary including: Capital Improvements, Impact Fee Funds, Assessment District Funds, Grants Funds, Debt Service Fund, Golf Fund, and Arts and Convention Center Fund.
4. That the Housing Commissioners adopt a resolution approving the Housing Authority's Fiscal Year 2016-17 Operating and Capital Budget.

DISCUSSION

Public Hearing and Adoption of Fiscal Year 2016-17 Operating Budget

June 28, 2016

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On June 14-15 and 21, 2016, the City Council received presentations on the recommended budget for FY 2016-17 during three study sessions. At the meetings, Departments presented accomplishments, challenges, and potential service impacts based on reductions necessary to balance the General Fund budget. In addition, the City Council approved the budget calendar, including a June 21 Public Hearing and June 28th adoption. The Public Hearing was noticed for and opened on June 21, 2016 and continued to June 28, 2016.

The Total Recommended FY 2016-17 Budget is \$386,116,255, of which the General Fund is \$122,348,006, Enterprise Funds are \$137,645,153, Debt Service is \$7,033,344, Special Revenue/Other Funds (including internal service funds, grants, LMDs and MADs, and other funds) are \$94,162,379, and the Housing Authority is \$24,927,373.

The resolutions recommended for approval by the City Council are as follows:

1. Budget Approval Resolution (Attachment A). The proposed budget resolution for Fiscal Year 2016-17 includes appropriations recommended for approval by Council in the amount of \$361,188,882 by funding source and department.
2. Authorized Full-Time Equivalent Positions Resolution and City Classification and Salary Schedule (Attachments B and C). The Authorized Position Resolution establishes the number of positions (full-time equivalents) authorized by Council in each department. The City Classification and Salary Schedule establishes the type and kind of classification and appropriate salary range for each position.
3. Appropriation Limit for Fiscal Year 2016-17 (Attachment D). Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change in per capita income in California, specified by the Code, the appropriation limit for Oxnard for FY 2016-2017 is \$319,405,794. The City will be substantially below this limit next year: the actual proceeds of taxes subject to this limit for Oxnard total \$116,826,559.
4. The Housing Authority Operating and Capital Budgets (Attachment E). The proposed Housing Authority budget resolution for Fiscal Year 2015-16 in the amount of \$24,927,373 includes appropriations recommended for approval by the Board of Commissioners of the Housing Authority.
5. Financial Management Policies (Attachment F). The Council initially adopted the Financial Management Policies on February 7, 1989. These policies are reviewed and updated each year to guide staff and the Council in the development and implementation of the budget. There are no changes for Fiscal Year 2016-17 included in the budget adoption process,

Public Hearing and Adoption of Fiscal Year 2016-17 Operating Budget

June 28, 2016

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however the financial management policies will be reviewed by staff during the upcoming fiscal year.

The recommended budget does not include the budget for the Successor Agency to the Community Development Commission, as those amounts are approved by the California Department of Finance (DOF) in the annual amount Recognized Obligation Payment Schedules (ROPS). The ROPS 16/17 for the period of July to June 2017 has been approved by the DOF.

FINANCIAL IMPACT

Approval of the recommendation and resolutions will continue to provide quality services to the community while addressing structural deficits and maintaining financial sustainability for the City.

ATTACHMENTS:

Attachment A - Resolution Approving the City Operating Budget For the FY 2016/17

Attachment B - Resolution Authorizing Full-Time Equivalent Positions for FY 16-17

Attachment C - Resolution Setting the Classification and Salary Schedule

Attachment D - Resolution Establishing an Appropriation Limit for FY 16-17

Attachment E - Resolution Approving Housing Authority Budgets for FY 16-17

Attachment F - Resolution Establishing Financial Management Policies

Attachment G - Explanation of revisions to FY2016-17 Proposed Budget

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE CITY OPERATING BUDGET FOR THE FISCAL YEAR 2016-2017

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating Budget for fiscal year 2016-2017 including therein a budget for Community Development Block Grant Funds through June 30, 2017; and

WHEREAS, in accordance with City Code, Section 2-179, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council has reviewed the proposed Operating Budget and the funds included therein for the period of July 1, 2016 through June 30, 2017 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2016-2017 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

<u>GENERAL FUND</u>	<u>FY 2016-2017 BUDGET</u>
City Attorney	1,821,062
City Clerk	657,366
City Council	358,836
City Manager	2,068,271
City Treasurer	1,378,943
Economic Community Development	1,554,469
Development Services	7,451,983
Finance	4,367,474
Fire	15,920,865
General Services	9,744,030
Human Resources	2,323,695
Library	3,836,209
Utilities	491,953
Police	52,544,599
Housing	505,820
Recreation	4,729,623
Sub-Total	109,755,199

<u>GENERAL FUND</u>	<u>FY 2016-2017 BUDGET</u>
<u>Non-Departmental</u>	
General Non-Departmental	3,534,855
Reserve & Transfer	5,041,016
General Debt Service	4,016,936
Sub-Total	12,592,808
TOTAL GENERAL FUNDS	122,348,006

<u>INTERNAL SERVICE FUNDS</u>	<u>FY 2016-2017 BUDGET</u>
PUBL LIAB & PROP DAMAGE	2,935,629
WORKERS COMPENSATION	5,446,135
CUSTOMER BILLING OPRNS	1,092,521
INFORMATION TECHNOLOGY	4,451,619
FACILITIES MAINTENANCE	3,527,007
FLEET SERVICES	9,197,216
TOTAL INTERNAL SERVICE FUNDS	26,650,127

<u>DEBT SERVICE FUND</u>	<u>FY 2016-2017 BUDGET</u>
COFA DEBT SERVICE FUND	7,033,344
TOTAL DEBT SERVICE FUND	7,033,344

<u>Special Funds</u>	<u>FY 2016-2017 BUDGET</u>
AIR POLLUTION BUYDOWN	165,000
OPD TRAINING	94,816
HALF-CENT SALES TAX	15,185,024
PUBLIC SAFETY FUND	10,425,723
STORMWATER	1,219,400
STREET MAINTENANCE	200,000
WATERWAYS ASSESS DIST	491,835
LMD #1-SUMMERFIELD	20,694
LMD #2-C.I.B.C TOLD	1,981
LMD #3-RIVER RIDGE	104,251
LMD #4-BEACH MAIN COL/HOT	39,446
LMD #9-STRAWBERRY FIELDS	28,575
LMD #7/8-NORTHFIELD BUS.	39,199
LMD #10-COUNTRY CLUB	37,029
LMD #11-ST. TROPAZ	15,405

<u>Special Funds</u>	<u>FY 2016-2017 BUDGET</u>
LMD #12-STANDARD PACIFIC	48,604
LMD #14-CALIFORNIA COVE	28,832
LMD #16-LIGHTHOUSE	27,452
LMD #13-FD562-LE VILLAGE	50,579
LMD #15-PELICAN POINTE	15,956
LMD #17-SAN MIGUEL	24,616
LMD #20-VOLVO & HARBOR	3,485
LMD #18-ST. JOHN'S HOSP.	7,007
LMD #19-SHOPPING AT ROSE	2,357
LMD #21-CYPRESS POINT	1,981
LMD #22-MC DONALDS MEDIAN	1,647
LMD #23- GREYSTONE	5,869
LMD #24- VINEYARDS	22,497
LMD #25-THE POINTE	30,243
LMD #26-ALBERTSONS	6,621
LMD #27- ROSE ISLAND	24,519
LMD #28- HARBORSIDE	39,165
LMD #29- MERCY CHARITIES	4,206
LMD #30- HAAS AUTOMATION	49,903
LMD #31-RANCHO DE LA ROSA	88,325
LMD #32-OAK PARK	18,416
LMD #33-RIO DEL SOL	41,683
LMD #35-MVS COMM CTR	20,410
LMD. #34-SUNRISE POINTE	41,307
LMD #36-VILLA SANTA CRUZ	103,359
LMD #37-PACIFIC BREEZE	21,347
LMD #38-ALDEA DEL MAR	123,693
LMD #39-EL SUENO/PROMESA	124,722
LMD #39-D.R. HORTON	45,958
LMD #40-CANTADA	31,309
LMD #41-PACIFIC COVE	62,871
LMD #42-CANTABRIA/CORON	92,404
LMD #43-GREENBELT(PARCRO)	57,327
L/M DIST.-COMBINING FUNDS	550,666
CFD #4-SEABRIDGE MAINT	1,392,265
CFD #5-RIVERPARK MAINT	5,239,468
CFD #2-WESTPORT MAINT	537,701
CFD #6-NORTHSHORE MAINT	70,560

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<u>Special Funds</u>	<u>FY 2016-2017 BUDGET</u>
ROSE/101 ASSESS DIST 96-1	724,208
ASSESSMENT DIST. 2000-1	182,963
RICE/101 INTER.ASSES.DIST	957,739
CFD #3-SEABRIDGE/MANDALAY	1,742,978
COMM.FAC.DIST. 2000-3	595,268
CFD #1-WESTPORT	616,241
STATE GAS TAX	6,758,498
TRAFFIC SAFETY FUND	357,892
TDA/LTF4-TRANS.FND-99400c	645,843
CALHOME PROGRAM-STATE	900,000
STATE TERM GRANTS FUND	50,246
GANG VIOLENCE SUPR GRANT	2,800
HOMELAND SECURITY GRANT	1,037,163
EMERGENCY SHELTER GRANT	192,579
RSVP	83,956
21ST CENTURY CLCP-ASESP	3,162,796
CDBG ENTITLEMENT	2,267,677
HUD HOME	760,078
STORM DRAIN FACILITY FEE	47,337
CIRCULATION SYS.IMPR.FEES	1,109,305
CAPITAL GROWTH FEES-RESID	391,552
CAP GROWTH FEES-NONRESID	131,537
CUPA OPERATING FUND	731,898
GOLF COURSE	5,276,741
ARTS AND CONVENTION CENTER	1,657,249
TOTAL SPECIAL FUNDS	67,512,252
 <u>Enterprise Funds</u>	
WATER FUNDS	60,529,547
WASTEWATER FUNDS	34,102,529
ENVIRONMENTAL RESOURCES FUNDS	43,013,077
TOTAL ENTERPRISE FUNDS	137,645,153
 TOTAL ALL FUNDS	361,188,882
Less: Internal Service Funds	(26,650,127)
Less: Debt Service Fund	(7,033,344)
Net Adjusted Appropriations	327,505,411

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2. To the extent funds are available, any unused appropriations at the end of fiscal year 2015-2016 in active Capital Improvement Projects are hereby re-appropriated for continued use in fiscal year 2016-2017.
3. The Council authorizes the City Manager to transfer and make adjustment of interfund transfers on June 30, 2016 to eliminate cash deficits in funds when necessary including: Capital Improvements Impact Fee Funds, Assessment District Funds, Grant Funds, Debt Service Fund, Golf Fund, and Arts and Convention Center Fund.
4. Ongoing programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby re-appropriated to FY16-17. In FY14-15, the Measure O Fund provided a liquidity loan of \$16,000,000 to the General Fund to assure General Fund solvency. The loan is repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest. The appropriation for the 2nd installment is included in the FY16-17 Budget.
5. Any remaining balances in approved grant programs and improvement assessment district projects at the end of fiscal year 2015-2016, except for balances reallocated as part of the budget process, are hereby re-appropriated for continuing use in fiscal year 2016-2017 and all estimated revenues from such approved grants and assessment districts projects for 2015-2016 that are not realized by year end are authorized to be continued.
6. To the extent funds are available, all General Fund encumbrances at the close of fiscal year 2015-2016 are carried forward and corresponding appropriations are also carried forward with the approval of the Chief Financial Officer.
7. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2015-2016, not otherwise provided for in City Council budget policies or re-appropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2016.
8. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2016-2017 shall contain all revisions made by the City Council prior to final budget adoption.

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PASSED AND ADOPTED on this

day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN THE CITY
SERVICE EFFECTIVE JULY 1, 2016 IN ACCORDANCE WITH THE
OPERATING BUDGET FOR THE 2016-2017 FISCAL YEAR**

NOW THEREFORE, the City Council of the City of Oxnard hereby resolves that the following classifications and positions are hereby authorized as provided for in the Operating Budget for fiscal year 2016-2017.

CATEGORY, GROUP, PROGRAM CLASSIFICATION TITLE	HOME PROGRAM FULL-TIME EQUIVALENT POSITIONS
CARNEGIE	
Carnegie Art Museum	
Administrative Secretary I/II	1
Cultural Arts Supervisor	1
Event Attendant III	1.50
	Carnegie Art Museum Total 3.50
CITY ATTORNEY	
City Attorney	
Assistant City Attorney	3
City Attorney	1
Deputy City Attorney I/II	1
Law Office Manager	1
	Total 6
Collection Services	
Paralegal (C)	1
	Total 1
	City Attorney Total 7
CITY CLERK	
City Clerk	
Assistant City Clerk	1
City Clerk	1
Office Assistant I/II	1
	City Clerk Total 3
CITY COUNCIL	
City Council	
City Councilmember	4
Executive Assistant I/II	.30
Mayor	1
	City Council Total 5.30
CITY MANAGER	
City Manager	
Administrative Assistant (C)	2
Assistant City Manager	1.80
City Manager	1
Executive Assistant I/II	.70
Management Analyst III (C)	1
	Total 6.50
Public Information	
Public Relations & Community Affairs Manager	1
	Total 1
Community Relations/Community Access TV	

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Administrative Secretary I/II	1	
Community Outreach & Production Specialist	1	
	Total	2
Neighborhood Services		
Administrative Secretary I/II	1	
	Total	1
	City Manager Total	10.50
CITY TREASURER		
City Treasurer		
Account Clerk I/II	2	
Account Clerk III	1	
Administrative Assistant	1	
City Treasurer	1	
Revenue Collection Technician	1	
	Total	6
Utility Customer/Licensing Services		
Assistant City Treasurer/Revenue Accounting Manager	1	
Code Compliance Inspector I/II	1	
Customer Service Accounting Technician	2	
Customer Service Representative I/II	5	
Senior Customer Service Representative	1	
Treasury Supervisor	1	
	Total	11
	City Treasurer Total	17
CULTURAL AND COMMUNITY SERVICES		
LIBRARY		
Library Community Outreach		
Administrative Assistant	1	
Cultural and Community Services Director	.50	
Library Aide III	1	
Office Assistant I/II	1	
	Total	3.50
Library Circulation Services		
Library Aide I/II	5.50	
Library Circulation Supervisor	1	
Literacy Coordinator	1	
	Total	7.50
Library Branch Services		
Librarian I	2	
Librarian II	1	
Librarian III	1	
Library Aide I/II	2	
	Total	6
Library Information/Reference Services		
Librarian I	4.5	
Librarian II	1	
Library Services Supervisor	1	
	Total	6.50
Library Support Services		
Library Aide I/II	2	
Library Aide III	1	
	Total	3
	Library Total	26.50
PERFORMING ARTS AND CONVENTION CENTER		
Performing Arts and Convention Center		
Administrative Secretary III	1	
Cultural & Community Services Director	.25	
Event Attendant III	2.50	
Event Coordinator	1	
Performing Arts Center Manager	1	

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Performing Arts and Convention Center Total 5.75

RECREATION AND COMMUNITY SERVICES

Community Services

Administrative Secretary I/II	1
Administrative Secretary III	1
Administrative Technician	1
Community Services Manager	1
Cultural & Community Services Director	.25
Recreation/Human Services Coordinator	4
Recreation/Human Services Leader III	1.50
Recreation Supervisor	1
Total	10.75

Senior Services/Special Populations

Office Assistant I/II	1
Recreation/Human Services Coordinator	3
Recreation/Human Services Leader III	3.25
Recreation Supervisor	1
Total	8.25

Recreation and Community Services Total 19

DEVELOPMENT SERVICES

Development Support and Public Project Contracts

Administrative Technician	1
Development Services Director	.50
Management Analyst III	1
Total	2.5

Building & Engineering Services

Administrative Secretary I/II	1
Administrative Secretary III	2
Assistant Traffic Engineer	1
Building Inspector I/II	4
Civil Engineer	1
Construction Inspector I/II	2
Data Entry Operator I/II	1
Deputy Building Official	2
Development Services Director	.50
Electrical Inspector	1
Junior Civil Engineer	3
Office Assistant I/II	1
Permit Technician	2
Plans Examiner I/II	1
Project Manager	.25
Senior Construction Inspector	1
Supervising Building Inspector	1
Supervising Civil Engineer	1
Total	25.75

Code Compliance

Administrative Secretary III	1
Code Compliance Inspector I/II	7
Code Compliance Manager	1
Senior Code Compliance Inspector	1
Total	10

Planning

Assistant Planner	2
Associate Planner	2
Drafting/Graphics Tech. I/II	1
Office Assistant I/II	1
Planning and Environmental Services Manager	1
Principal Planner	2

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	Total	9
Transit Services		
Project Manager		.75
	Total	.75
	Development Services Total	48
ECONOMIC COMMUNITY DEVELOPMENT		
Administration		
Administrative Assistant		1
Administrative Secretary III		1
Economic Development Director		1
Project Manager		1
	Total	4
	Economic Community Development Total	4
FINANCE		
Administration		
Chief Financial Officer		1
Assistant Chief Financial Officer		2
Financial Analyst I/II		1
Senior Administrative Secretary (C)		1
	Total	5
General Accounting		
Account Clerk I/II		1
Account Clerk III		2
Accountant I		3
Accountant II		1
Accountant II (C)		1
Accounting Technician		2
Accounting Technician (C)		1
Controller		1
Financial Analyst I/II		1
Management Accountant/Auditor		1
Management Analyst III		1
	Total	15
Budget/Capital Improvement Projects		
Budget Manager		1
Financial Analyst I/II		2
	Total	3
Purchasing		
Buyer		2
Financial Analyst III		1
	Total	3
Financial Resources		
Administrative Technician		1
Financial Analyst I/II		1
Financial Services Manager		1
Maintenance District Administrator		1
	Total	4
Mail and Courier Services		
Mail Clerk		2
	Total	2
Utilities Finance		
Financial Analyst I/II		1
Utilities Finance Officer		1
	Total	2
	Finance Total	34
FIRE		
Fire Suppression and Other Emergency Services		
Administrative Assistant (C)		1
Administrative Secretary I/II		.50
Assistant Fire Chief		1

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Emergency Medical Services Coordinator	1
Fire Battalion Chief	4
Fire Captain	24
Fire Chief	1
Fire Engineer	24
Firefighter	37
Grants Specialist II	1
Total	94.50
Fire Prevention	
Administrative Secretary I/II	.50
Fire Battalion Chief	1
Fire Captain	1
Fire Inspector	4
Plans Examiner I/II	.90
Total	7.40
Disaster Preparedness	
Disaster Preparedness Coordinator	1
Total	1
Certified Unified Program Agency (CUPA)	
CUPA Coordinator	1
Fire Environmental Specialist I/II	3
Plans Examiner I/II	.10
Total	4.10
Fire Total	107
HOUSING	
Administrative Support	
Accounting Manager	1
Housing Director	.15
Total	1.15
Public Housing	
Account Clerk I/II	2
Account Clerk III	1.75
Accountant I	1
Administrative Secretary III	.45
Computer Network Engineer III	.72
Deputy Housing Director	.50
Facilities Maintenance Worker I/II	8
Groundswoker I/II (or Maintenance Worker Trainee)	3
Housing Contract Administrator	1
Housing Director	.43
Housing Engineer	1
Housing Financial Officer	.75
Housing Maintenance Superintendent	1
Housing Maintenance Supervisor	3
Housing Modernization Superintendent	1
Housing Program Supervisor	4
Housing Programs Manager	1
Housing Rehabilitation Program Manager	.15
Housing Specialist I/II	8
Management Analyst I/II	.25
Management Analyst III	2
Office Assistant I/II	6.80
Rehabilitation Construction Specialist I/II	1
Rehabilitation Loan Assistant	.32
Resident Services Assistant	1
Resident Services Coordinator	1
Senior Groundswoker	1
Senior Housing Maintenance Worker	2
Senior Housing Specialist	3
Total	57.12

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Rental Assistance	
Account Clerk III	.25
Accountant I	1
Administrative Secretary III	.45
Compliance Services Manager	.09
Computer Network Engineer III	.28
Deputy Housing Director	.50
Housing Director	.43
Housing Financial Officer	.25
Housing Inspector	1
Housing Specialist I/II	5
Office Assistant I/II	3.20
Rehabilitation Loan Assistant	.27
Senior Housing Specialist	1
	Total 13.72
Affordable Housing Assistance	
Administrative Technician	.80
Housing Rehabilitation Program Manager	.58
Management Analyst II	.25
Rehabilitation Loan Assistant	.20
Rehabilitation Loan Specialist	.60
	Total 2.43
Grants Administration	
Administrative Secretary III	.10
Grants Coordinator	1
Grants Specialist I/II	1
	Total 2.10
Housing Rehabilitation	
Housing Rehabilitation Program Manager	.27
Management Analyst I/II	.50
Rehabilitation Loan Assistant	.20
Rehabilitation Loan Specialist	1.40
	Total 2.37
Homeless Assistance	
Compliance Services Manager	.31
Homeless Assistance Program Coordinator	1
	Total 1.31
Mobilehome Rent Stabilization	
Administrative Technician	.10
Compliance Services Manager	.50
	Total .60
Fair Housing	
Administrative Technician	.10
Compliance Services Manager	.10
	Total .20
	Housing Total 81
HUMAN RESOURCES	
Human Resources	
Administrative Assistant (C)	1
Administrative Secretary I/II (C)	1
Assistant City Manager	.20
Assistant Director of Human Resources	1
Human Resources Director	1
Human Resources Technician (C)	3
Principal Human Resources Analyst	1
Senior Benefits Coordinator (C)	1
Senior Human Resources Coordinator (C)	4
	Total 13.20
Workers' Compensation	
Senior Human Resources Coordinator (C)	1
Workers' Compensation Manager	1

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Workers' Compensation Specialist (C)	1
Total	3
Human Resources Total	16.20
INFORMATION TECHNOLOGY	
Enterprise Information Systems Management	
Computer Operator	1
Information Technology Director	1
Programmer Analyst	3
Systems Administrator	1
Systems Analyst III	1
Total	7
Geographic Information Systems	
Geographic Information Systems Coordinator	1
Geographic Information Systems Technician III	1
Programmer Analyst	1
Systems Analyst I/II	1
Total	4
Helpdesk Operations	
Computer Network Engineer I/II	4
Computer Network Engineer III	1
Public Safety Info Tech Manager	1
Total	6
Personal Computer/Network Systems	
Computer Network Engineer III	5
Systems Administrator	1
Total	6
Telecommunications/Web Development	
Computer Network Engineer III	1
Project Manager	1
Total	2
Information Technology Total	25
POLICE	
Animal Safety	
Animal Safety Officer	2
Senior Animal Safety Officer	1
Total	3
Community Patrol	
Administrative Secretary I/II	1
Assistant Police Chief	1
Community Service Officer	7
Crossing Guard	6
Police Commander	5
Police Officer I/II	143
Police Officer III	15
Police Sergeant	21
Police Service Officer	6
Senior Police Service Officer	1
Senior Traffic Service Assistant	2
Traffic Service Assistant I/II	13
Total	221
Criminal Investigation	
Community Service Officer	1
Crime Analysis Data Technician	1
Crime Analyst I/II	2
Data Entry Operator I/II	1
Evidence Technician I/II	3
Missing Persons Specialist	1

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Police Commander	1
Police Officer I/II	17
Police Officer III	15
Police Records Technician III	1
Police Sergeant	5
Sex Registrant Specialist	1
Victim Services Specialist	1
Total	50
Police Support Services	
Account Clerk III	2
Administrative Assistant (C)	1
Administrative Services Assistant (C)	2
Assistant Police Chief	1
Community Affairs Manager	1
Office Assistant I/II	1
Police Chief	1
Police Commander	1
Police Finance Grants Manager	1
Police Records Manager	1
Police Records Supervisor	1
Police Records Technician I/II	14.75
Police Records Technician III	2
Police Sergeant	5
Police Word Processor I/II	7.50
Police Word Processor III	1
Property & Evidence Custodian	1
Total	44.25
Emergency Communications	
Public Safety Communications Manager	1
Public Safety Dispatcher I/II	19
Public Safety Dispatcher III	5
Total	25
Police Total	343.25
PUBLIC WORKS	
GENERAL SERVICES	
Fleet Services Maintenance	
Administrative Assistant	1
Customer Service Representative I	1
Fleet Services Maintenance Worker/Mechanic I/II (or Maintenance Worker Trainee)	19
Fleet Services Mechanic Supervisor	2
Fleet Services Manager	1
Maintenance Services Manager	.20
Senior Fleet Services Mechanic	6
Tire Repairer	1
Total	31.20
Facilities Maintenance	
Administrative Technician	.10
Construction Project Manager	1
Custodial Supervisor	1
Custodian	11
Facilities Maintenance Supervisor	1
Facilities Maintenance Worker I/II	4
HVAC Technician	3
Maintenance Carpenter	2
Maintenance Electrician	1
Maintenance Plumber	1
Maintenance Services Manager	.20
Office Assistant II	.40
Senior Facilities Maintenance Worker	2
Total	27.70

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Parks, Public Grounds & Open Space		
Administrative Secretary I/II	1	
Administrative Technician	.70	
Groundswoker I/II (or Maintenance Worker Trainee)	6	
Maintenance Plumber	1	
Maintenance Services Manager	.20	
Office Assistant I/II	.60	
Parks Maintenance Supervisor	1	
Total	10.50	
Street Trees & Medians		
Groundswoker I/II (or Maintenance Worker Trainee)	1	
Parks Maintenance Supervisor	1	
Parks Manager	1	
Senior Groundswoker	1	
Total	4	
Graffiti Action Program		
Graffiti Action Coordinator	1	
Office Assistant I/II	1	
Total	2	
Park & Facility Development		
Construction Project Coordinator	1	
Project Manager	1	
Total	2	
Street Landscaping		
Administrative Technician	.20	
Groundswoker I/II (or Maintenance Worker Trainee)	2	
Maintenance Services Manager	.05	
Parks Maintenance Supervisor	2	
Senior Facilities Maintenance Worker	1	
Senior Groundswoker	3	
Senior Tree Trimmer	1	
Total	9.25	
Street Maintenance		
Administrative Secretary III	1	
Equipment Operator	5	
Maintenance Services Manager	.15	
Management Analyst III	.15	
Senior Street Maintenance Worker	4	
Street Maintenance Worker I/II	3	
Streets Manager	1	
Traffic Safety Maintenance Worker	2	
Total	16.30	
River Ridge Golf Course		
Maintenance Services Manager	.20	
Total	.20	
General Services Total	103.15	

ENGINEERING AND MAINTENANCE

Administration		
Administrative Legal Assistant (C)	1	
Administrative Secretary III	1	
Management Analyst III	.85	
Public Works Director	1	
Total	3.85	
Engineering Design & Contract Admin		
Design & Construction Services Manager	.25	
Engineering/Survey Technician I/II	1	
Total	1.25	

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Construction Services - Streets		
Account Clerk I/II		.10
Administrative Secretary III		.10
Administrative Technician		.10
Construction Inspector I/II		3
Management Analyst I/II		.10
Public Works Construction Projects Manager		1
	Total	4.40
Survey Services		
Senior Engineering Technician/Survey Chief		1
	Total	1
Traffic Engineering & Operations		
Associate Traffic Design Engineer		1
Traffic Engineer		1
Traffic Signal Repairer I/II		2
Traffic Signal Technician		1
	Total	5
Engineering and Maintenance Total		15.50

WATER AND RECYCLED WATER

Water Procurement		
Account Clerk I/II		.45
Administrative Secretary III		1.45
Administrative Technician		.45
Assistant Civil Engineer		.50
Construction & Maintenance Engineer		.50
Construction Project Coordinator		.50
Deputy Director - Public Works		.33
Design & Construction Services Manager		.25
Engineer		.50
Junior Engineer		.50
Management Analyst I/II		.45
Public Works Construction Projects Manager		1
Senior Civil Engineer		.50
Water Division Manager		.50
	Total	7.88
Water Conservation & Education		
Water Conservation/Outreach Coordinator		1
Water Conservation/Outreach Technician		2
	Total	3
Water Production		
Chief Operator		1
Senior Water Treatment Plant Operator		1
Water Treatment Operator I/II/III		5
	Total	7
Water Distribution		
Chief Operator		.50
Senior Water Distribution Operator		2
Water Distribution Operator I/II		13
	Total	15.50
Water Metering		
Chief Operator		.50
Meter Reader		9
Meter Repair Worker		4
Senior Meter Reader		1
Senior Meter Repair Worker		1
	Total	15.50
Water Recycle		

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Wastewater Operator I/II	1
Total	1
Water Security & Contamination Prevention	
Water Regulatory Compliance Coordinator	1
Water Regulatory Compliance Coordinator Technician I/II	2
Total	3
Water and Recycled Water Total	52.88
WASTEWATER AND STORM WATER	
Source Control	
Administrative Secretary I/II	.25
Data Entry Operator I/II	.5
Outreach/Education Specialist	1
Senior Wastewater Environmental Specialist	1
Source Control Inspector I/II	1
Source Control Technician	.75
Technical Services Manager/Water Quality Manager	1
Wastewater Environmental Specialist	2
Total	7.50
Storm Water Quality Management	
Data Entry Operator I/II	.50
Senior Wastewater Environmental Specialist	1
Source Control Technician	.25
Wastewater Environmental Specialist	2
Total	3.75
Collection System Maintenance and Upgrades	
Account Clerk I/II	.23
Administrative Secretary I/II	.25
Administrative Secretary III	.22
Administrative Technician	.22
Assistant Civil Engineer	.25
Construction & Maintenance Engineer	.25
Construction Project Coordinator	.25
Deputy Director – Public Works	.33
Design & Construction Services Manager	.25
Electrician/Instrumentation Technician	.30
Engineer	.25
Junior Civil Engineer	.25
Management Analyst I/II	.23
Public Works Construction Project Manager	.50
Senior Civil Engineer	.75
Senior Wastewater Collection Operator	1
Senior Wastewater Mechanic	1
Treatment Plant Electrician	.15
Wastewater Collection Operator I/II	7
Wastewater Collection Supervisor	1
Wastewater Division Manager	.50
Wastewater Maintenance Manager	.50
Wastewater Maintenance Supervisor	.10
Water Division Manager	.25
Total	16.03
Laboratory Services	
Chemist	1
Laboratory Assistant	1
Laboratory Supervisor	1
Laboratory Technician	2
Total	5
Treatment Plant Operations	
Administrative Secretary I/II	.25
Power Production Operator I/II	2

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Senior Wastewater Operator	4	
Wastewater Operations Manager/Chief Operator	1	
Wastewater Operator I/II	13	
Wastewater Operator III	4	
	Total	24.25
Treatment Plant Maintenance & Upgrades		
Account Clerk I/II	.22	
Administrative Secretary I/II	.25	
Administrative Secretary III	.22	
Administrative Technician	.23	
Assistant Civil Engineer	.25	
Construction & Maintenance Engineer	.25	
Construction Project Coordinator	.25	
Deputy Director – Public Works	.34	
Design & Construction Services Manager	.25	
Electrician/Instrumentation Technician	1.70	
Engineer	.25	
Groundswoker I/II	1	
Instrumentation Technician	1	
Junior Civil Engineer	.25	
Management Analyst I/II	.23	
Public Works Construction Project Manager	.50	
Senior Civil Engineer	.75	
Senior Wastewater Mechanic	1	
Transport Operator	1	
Treatment Plant Electrician	1.85	
Wastewater Division Manager	.50	
Wastewater Maintenance Manager	.50	
Wastewater Maintenance Supervisor	.90	
Wastewater Mechanic I/II	11	
Water Division Manager	.25	
	Total	24.94
	Wastewater and Storm Water Total	81.47
ENVIRONMENTAL RESOURCES		
Planning		
Accounting Technician	1	
Administrative Assistant	1	
Administrative Secretary III	1	
Customer Service Representative I/II	5	
Environmental Resources/MRF Manager	1	
Management Analyst III	1	
Office Assistant I/II	1	
	Total	11
Waste Reduction and Education		
Outreach/Education Specialist	1	
Recycling Manager	1	
Recycling Marketing Manager	1	
	Total	3
Residential Collection		
Environmental Resources Supervisor	1	
Maintenance Worker Trainee	1	
Solid Waste Compliance Specialist	3	
Solid Waste Equipment Operator II	18	
	Total	23
Commercial Collection		
Container Service Worker	2	
Environmental Resources Supervisor	.66	
Maintenance Worker Trainee	4	

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Solid Waste Compliance Specialist	1	
Solid Waste Equipment Operator II	24	
		Total 31.66
Industrial Collection		
Environmental Resources Supervisor	.50	
Solid Waste Equipment Operator II	8	
		Total 8.50
Waste Tip Floor Processing		
Customer Service Representative I	4	
Environmental Resources Supervisor	.53	
Equipment Operator	6	
MRF Dispatcher	.50	
Sorter	3	
		Total 14.03
Material Recovery Facility (MRF) Processing		
Customer Service Rep I	1	
Environmental Resources Supervisor	.53	
MRF Dispatcher	.50	
MRF Machinery Operator	1.50	
MRF Mechanic	1.50	
Solid Waste Equip Oper II	1	
Sorter	2	
		Total 8.03
Waste Transfer Haul		
Environmental Resources Supervisor	.25	
Solid Waste Equip Oper II	1	
Solid Waste Transfer Operator	13.00	
		Total 14.25
Greenwaste Conversion		
Environmental Resources Supervisor	.53	
MRF Machinery Operator	1.50	
MRF Mechanic	1.50	
Sorter	1	
		Total 4.53
Environmental Resources Total	118	
MEASURE O		
Recreation & Youth & Senior Programming		
Library Aide I/II	.50	
		Total .50
Parks & Open Space		
Groundswoker I/II	2	
Senior Groundswoker	1	
		Total 3
Public Safety & Gang Prevention/Intervention		
Computer Network Engineer I/II	3	
Fire Captain	6	
Fire Engineer	6	
Firefighter	9	
Police Officer I/II	14	
Police Officer III	1	
Police Sergeant	1	
		Total 40
Measure O Total	43.50	
CITY TOTAL	1170.50	

**CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING
RESOLUTION NO. 14,911 AND APPROVING CHANGES TO SECTION XII OF THE
PERSONNEL RULES AND REGULATIONS SETTING THE CLASSIFICATION AND
SALARY SCHEDULE**

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard a new Classification and Salary Schedule; and

WHEREAS, the current Classification and Salary Schedule was previously adopted via Resolution No. 14,911; and

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Resolution No. 14,911 and any amendments thereto shall be repealed and that Section XII of the Personnel Rules and Regulations shall remain in force and effect as set forth in the attached Classification and Salary Schedule effective July 1, 2016.

PASSED AND ADOPTED on this 28th day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

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Class Title	Salary Range	Class Title	Salary Range
Account Clerk I	A 14	City Council Member	Ordinance
Account Clerk II	A 20	City Manager	E 13
Account Clerk III	A 27	City Surveyor	M 34
Accountant I	A 63	City Treasurer	E 3
Accountant II	A 80	Civil Engineer	A 97
Accounting Manager	M 48	Code Compliance Inspector I	B 96.00
Accounting Technician	A 45	Code Compliance Inspector II	B 106.00
Accounting Technician (C)	C 67	Code Compliance Manager	M 40
Administrative Assistant	A 61	Communications Training Coordinator	P 76
Administrative Assistant (C)	C 70	Community Affairs Manager	M 38
Administrative Legal Assistant (C)	C 70	Community Facilities Manager	M 48
Administrative Legal Secretary I	C 25	Community Outreach & Production Specialist	M 22
Administrative Legal Secretary II	C 35	Community Service Officer	A 34
Administrative Legal Secretary III	C 50	Community Services Manager	M 29
Administrative Secretary I	A 12	Compliance Services Manager	M 29
Administrative Secretary I (Conf)	C 15	Computer Network Engineer I	A 32
Administrative Secretary II	A 19	Computer Network Engineer II	A 49
Administrative Secretary II (Conf)	C 30	Computer Network Engineer III	A 78
Administrative Secretary III	A 26	Computer Operator	A 49
Administrative Secretary III (Conf)	C 40	Construction & Maintenance Engineer	M 66
Administrative Services Assistant (C)	C 70	Construction Inspector I	B 104.50
Administrative Technician	A 36	Construction Inspector II	B 114.50
Administrative Technician (C)	C 60	Construction Project Coordinator	A 61
Animal Safety Officer	B 74.0	Construction Project Manager	M 29
Assistant Chief Financial Officer	M 88	Container Service Worker	B 74.00
Assistant City Attorney	M 88	Controller	M 62
Assistant City Clerk	M 11	Crime Analysis Data Technician	A 34
Assistant City Manager	E 11	Crime Analyst I	A 48
Assistant City Treasurer/Revenue Accounting Manager	M 48	Crime Analyst II	A 64
Assistant Civil Engineer	A 93	Crossing Guard	A 00
Assistant Director of Human Resources	M 67	Cultural & Community Services Director	E 6
Assistant Fire Chief	P S2	Cultural Arts Supervisor	M 11
Assistant Planner	A 69	CUPA Coordinator	M 44
Assistant Police Chief	P S6	Custodial Supervisor	M 14
Assistant Traffic Design Engineer	A 93	Custodian	B 48.00
Assistant Traffic Engineer	A 93	Customer Service Accounting Technician	A 45
Associate Planner	A 83	Customer Service Representative I	A 14
Associate Traffic Design Engineer	A 97	Customer Service Representative II	A 20
Battalion Chief	P S1	Data Entry Operator I	A 14
Budget Manager	M 62	Data Entry Operator II	A 20
Building Inspector I	B 104.50	Deputy Building Official	M 74
Building Inspector II	B 114.50	Deputy City Attorney I	M 48
Buyer	A 40	Deputy City Attorney II	M 62
Chemist	A 72	Deputy City Manager	E 8
Chief Financial Officer	E 14	Deputy Director – Public Works	M 89
Chief Operator	M 32	Design & Construction Services Manager	M 83
City Attorney	E 12	Development Services Director	E 9
City Clerk	E 3	Development Services Manager	M 87
		Disaster Preparedness Coordinator	M 44

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Class Title	Salary Range	Class Title	Salary Range
Drafting/Graphics Technician I	A 41	Groundsworker I	B 60.00
Drafting/Graphics Technician II	A 57	Groundsworker II	B 70.00
Economic Development Director	E 6	Homeless Assistance Program Coordinator	M 29
Electrical Inspector	B 126.50	Housing Contract Administrator	A 61
Electrician/Instrumentation Technician	B 112.25	Housing Director	E 6
Emergency Medical Services Coordinator	M 44	Housing Engineer	A 89
Employee Relations Coordinator (C)	C 67	Housing Financial Officer	M 48
Engineer	A 97	Housing Inspector	B 79.00
Engineering Technician I	A 41	Housing Maintenance Superintendent	M 38
Engineering Technician I/Survey Crew	A 41	Housing Maintenance Supervisor	M 14
Engineering Technician II	A 57	Housing Modernization Superintendent	M 38
Engineering Technician II/Survey Crew	A 57	Housing Program Supervisor	M 29
Environmental Resources Supervisor	M 19	Housing Programs Manager	M 51
Environmental Resources/MRF Manager	M 87	Housing Rehabilitation Program Manager	M 38
Equipment Operator	B 79.00	Housing Specialist I	A 44
Event Attendant III (P)	A 36	Housing Specialist II	A 59
Event Coordinator	A 46	Housing Specialist Trainee	A 33
Evidence Technician I	A 53	Human Resources Director	E 8
Evidence Technician II	A 68	Human Resources Manager	M 66
Executive Assistant I	C 80	Human Resources Technician (C)	C 70
Executive Assistant II	C 85	HVAC Technician	B 89.00
Facilities Maintenance Supervisor	M 19	Instrumentation Technician	B 112.25
Facilities Maintenance Worker I	B 62.00	Information Technology Director	E 6
Facilities Maintenance Worker II	B 72.00	Junior Civil Engineer	A 85
Financial Analyst I	M 14	Junior Planner	A 52
Financial Analyst II	M 22	Laboratory Assistant	A 40
Financial Analyst III	M 29	Laboratory Supervisor	M 26
Financial Services Manager	M 62	Laboratory Technician	A 56
Fire Captain	F 124.00	Law Office Manager	M 19
Fire Chief	E 10	Legislative Affairs Manager	M 40
Fire Engineer	F 109.00	Leisure and Recreation Superintendent	M 48
Fire Environmental Specialist I	F 96.00	Librarian I	A 47
Fire Environmental Specialist II	F 109.00	Librarian II	A 62
Fire Inspector	F 109.00	Librarian III	A 79
Firefighter	F 96.00	Library Aide I	A 15
Fleet Services Maintenance Worker	B 61.00	Library Aide II	A 21
Fleet Services Manager	M 44	Library Aide III	A 28
Fleet Services Mechanic I	B 99.00	Library Circulation Supervisor	M 14
Fleet Services Mechanic II	B 104.00	Library Director	E 6
Fleet Services Mechanic Supervisor	M 16	Library Services Supervisor	M 26
Fleet Services Operations Manager	M 19	Literacy Coordinator	A 47
Geographic Information Systems Coordinator	M 51	Mail Clerk	A 15
Geographic Information Systems Technician I	A 50	Maintenance Carpenter	B 88.00
Geographic Information Systems Technician II	A 70	Maintenance District Administrator	M 29
Geographic Information Systems Technician III	A 78	Maintenance Electrician	B 89.00
Graffiti Action Coordinator	B 99.00	Maintenance Plumber	B 88.00
Grants Coordinator	M 36	Maintenance Services Manager	M 85
Grants Specialist I	A 63	Maintenance Worker Trainee	B 45.00
Grants Specialist II	A 80	Management Accountant/Auditor	M 29

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Class Title	Salary Range	Class Title	Salary Range
Management Analyst I	M 14	Property & Evidence Custodian	A 68
Management Analyst II	M 22	Public Information Officer	M 38
Management Analyst III	M 29	Public Relations & Community Affairs Manager	M 66
Mayor	Ordinance	Public Safety Communications Manager	M 66
Meter Reader	B 70.00	Public Safety Dispatcher I	P 49.00
Meter Repair Worker	B 75.00	Public Safety Dispatcher II	P 59.00
Missing Persons Specialist	A 34	Public Safety Dispatcher III	P 76.00
MRF Dispatcher	B 74.00	Public Safety Information Technology Manager	M 62
MRF Machinery Operator	B 79.00	Public Works Construction Projects Manager	M 38
MRF Mechanic	B 89.00	Public Works Director	E 10
Neighborhood Services Coordinator	A 61	Purchasing Clerk	A 20
Network Services Coordinator	M 14	Recreation Supervisor	M 19
Office Assistant I	A 10	Recreation/Human Services Coordinator	A 42
Office Assistant I (Conf)	C 10	Recreation/Human Services Leader III	A 21
Office Assistant II	A 15	Recycling Manager	M 36
Office Assistant II (Conf)	C 20	Recycling/Marketing Manager	M 36
Outreach/Education Specialist	A 61	Rehabilitation Construction Specialist I	B 101.00
Paralegal	C 75	Rehabilitation Construction Specialist II	B 111.00
Parks Maintenance Supervisor	M 14	Rehabilitation Loan Assistant	A 33
Parks Manager	M 44	Rehabilitation Loan Specialist	A 74
Performing Arts Center Manager	M 48	Resident Services Assistant	A 59
Permit Technician	A 55	Resident Services Coordinator	A 74
Plan Check Engineer	A 97	Revenue Collection Technician	A 45
Planning & Environmental Services Manager	M 81	Safety Specialist (C)	C 72
Plans Examiner I	A 66	Senior Administrative Legal Secretary	C 65
Plans Examiner II	A 81	Senior Administrative Secretary	A 35
Plumbing & Mechanical Inspector	B 126.50	Senior Administrative Secretary (C)	C 55
Police Chief	E 11	Senior Animal Safety Officer	B 84.00
Police Commander	P 55	Senior Benefits Coordinator (C)	C 75
Police Finance/Grants Manager	M 62	Senior Civil Engineer	A 99
Police Officer I	P 91.00	Senior Code Compliance Inspector	B 116.00
Police Officer II	P 91.00	Senior Construction Inspector	B 124.50
Police Officer III	P 99.00	Senior Custodian	B 58.00
Police Records Manager	M 40	Senior Customer Service Representative	A 27
Police Records Supervisor	M 11	Senior Engineering Technician	A 76
Police Records Technician I	A 11	Senior Engineering Technician/Survey Chief	A 76
Police Records Technician II	A 17	Senior Facilities Maintenance Worker	B 99.00
Police Records Technician III	A 24	Senior Fleet Services Mechanic	B 109.00
Police Sergeant	P 106.00	Senior Groundsworker	B 80.00
Police Service Officer	P 72.00	Senior Housing Maintenance Worker	B 92.00
Police Word Processor I	A 23	Senior Housing Specialist	A 74
Police Word Processor II	A 30	Senior Human Resources Coordinator	C 75
Police Word Processor III	A 38	Senior Meter Reader	B 80.00
Power Production Operator I	B 85.25	Senior Meter Repair Worker	B 85.00
Power Production Operator II	B 95.25	Senior Planner	M 32
Principal Human Resources Analyst	M 48	Senior Plans Examiner	A 87
Principal Planner	M 44	Senior Police Service Officer	P 77.00
Programmer Analyst	A 86	Senior Street Maintenance Worker	B 86.00
Project Manager	M 40	Senior Traffic Service Assistant	A 16

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Class Title	Salary Range	Class Title	Salary Range
Senior Tree Trimmer	B 86.00	Utilities Director	E 10
Senior Wastewater Collections Operator	B 86.00	Utilities Finance Officer	M 62
Senior Wastewater Environmental Specialist	B 116.00	Victim Services Specialist	A 59
Senior Wastewater Mechanic	B 104.00	Wastewater Collections Operator I	B 69.00
Senior Wastewater Operator	B 105.25	Wastewater Collections Operator II	B 79.00
Senior Water Distribution Operator	B 80.00	Wastewater Collections Supervisor	M 19
Senior Water Treatment Operator	B 106.00	Wastewater Division Manager	M 87
Sex Registrant Specialist	A 34	Wastewater Environmental Specialist	B 111.00
Solid Waste Compliance Specialist	B 94.00	Wastewater Maintenance Manager	M 32
Solid Waste Equipment Operator II	B 74.00	Wastewater Maintenance Supervisor	M 19
Solid Waste Transfer Operator	B 84.00	Wastewater Mechanic I	B 89.00
Sorter	B 48.00	Wastewater Mechanic II	B 99.00
Source Control Inspector II	B 100.50	Wastewater Operations Mgr/Chief Operator	M 62
Source Control Technician	B 99.00	Wastewater Operator I	B 82.00
Street Maintenance Worker I	B 59.00	Wastewater Operator II	B 92.00
Street Maintenance Worker II	B 69.00	Wastewater Operator III	B 97.00
Streets Manager	M 44	Wastewater Operator-In-Training	B 67.00
Supervising Building Inspector	M 40	Water Conservation/Outreach Coordinator	B 114.50
Supervising Civil Engineer	M 74	Water Conservation/Outreach Technician	B 59.00
Systems Administrator	M 62	Water Distribution Operator I	B 64.00
Systems Analyst I	M 29	Water Distribution Operator II	B 74.00
Systems Analyst II	M 40	Water Division Manager	M 87
Systems Analyst III	M 51	Water Regulatory Compliance Coordinator	B 114.50
Technical Services Mgr/Water Quality Mgr	M 62	Water Regulatory Compliance Technician I	B 94.00
Tire Repairer	B 61.00	Water Regulatory Compliance Technician II	B 104.00
Traffic Engineer	M 59	Water Treatment Operator I	B 86.00
Traffic Safety Maintenance Worker	B 69.00	Water Treatment Operator II	B 91.00
Traffic Service Assistant I	A 13	Water Treatment Operator III	B 96.00
Traffic Service Assistant II	A 18	Word Processor I	A 23
Traffic Signal Repairer I	B 79.00	Word Processor II	A 30
Traffic Signal Repairer II	B 89.00	Word Processor III	A 38
Traffic Signal Technician	B 112.00	Workers' Compensation Manager	M 48
Transport Operator	B 99.00	Workers' Compensation Specialist (C)	C 69
Treasury Supervisor	M 11		
Treatment Plant Electrician	B 99.00		
Tree Trimmer I	B 66.00		
Tree Trimmer II	B 76.00		

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2016-2017

WHEREAS, Government Code section 7900 provides for the implementation of Article XIII B of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2016-2017 is calculated by adjusting the prior fiscal year, 2015-2016; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = 0.70%
2. change in the population of the City = 0.98%
3. change in the per capita income in California = 5.37%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2016-2017 appropriation limit for proceeds of taxes is determined to be \$319,405,794 using factors 2 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows: The proceeds of taxes appropriation limit for the fiscal year 2016-2017 is established as \$319,405,794 and the "proceeds of taxes" revenue subject to this limitation is \$116,826,559, an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

Resolution No.

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

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING THE HOUSING AUTHORITY'S OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR FISCAL YEAR 2016-2017

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating and Capital Improvement Budget, and the funds included therein for the period of July 1, 2016 through June 30, 2017, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2016-2017 summarized as follows:

Programs	FY 2016-2017 Budget
Public Housing	\$ 7,574,053
Rental Assistance – Section 8	<u>\$17,353,320</u>
Total Cost	\$24,927,373

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2016-2017 shall contain all revisions made by the Housing Authority prior to final budget adoption. PASSED AND ADOPTED on this _____ day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City Council will approve a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Adequate ongoing maintenance of facilities and equipment.
 - c. All other services.

2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be

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based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council every other year or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.
4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and Citywide master plans for related infrastructure improvements.
5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Linkage with community needs as identified in the City's major planning documents.
 - b. Cost/benefit analysis identifying all financial and community impacts of the project.
 - c. Identification of available funding resources.

2. Staff will develop the CIP Plan with funding priorities in the following order:
 - a. Projects that maintain and preserve existing facilities.
 - b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.
 - c. Projects that provide new and expanded services to the community.

C. Capital Project Management

1. Capital projects will be managed in a phased approach. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.
2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

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1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.
2. Staff will grant use fee waivers and debt forgiveness under the following conditions:
 - a. All requests will be approved or disapproved by the City Council on a case by case basis.
 - b. Each request will be considered and City Council action will be by resolution.
 - c. All categorical fee waivers will be subject to a sunset provision as determined by the City Council.
3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.
2. Investment policies will be reviewed annually by the Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports

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which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Nonspendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

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V. RESERVE POLICIES

A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.

B. The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.

C. The City Council will endeavor to maintain operating reserves in the Water and Wastewater Utility Enterprise Funds equal to 25 percent of the operating budgets, and reserves in the Solid Waste Enterprise Fund equal to 9 percent of the operating budget.

VI. DEBT POLICIES

A. Use of Debt

1. Any tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.
2. The City Council will review the issuance of long term debt only for:
 - a. Construction and acquisition of land, capital improvements, or equipment when the useful life of the asset is equal to or greater than the term of the debt.
 - b. The creation of contractually required reserves.
 - c. The payment of judicial awards or settlements or the establishment of actuarial reserves to pay such awards.
3. Debt financing will not be appropriate for current operating or maintenance expenses or for any recurring purposes.

B. Conditions of Use

1. The City Council will use long term debt to finance a major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.

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- b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the debt.
 4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
 5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel To be selected by RFP periodically.
 - b. Special Counsel To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.
 - d. Underwriters To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council's preference is to issue fixed rate long term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.

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4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with the Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve a modified audit opinion and adequate internal controls.
2. The City will adopt the Historical Cost method of fixed asset reporting to comply with GASB and the capitalization policy will be \$5,000 or more.
3. Staff will prepare regular monthly, quarterly, and annual financial reports to present a summary of financial performance and position.
4. Staff will provide full disclosure in the annual financial statements and bond representations.
5. The City's budgetary system will be integrated and compatible with the accounting system.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all State and federal requirements.
2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.
3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.

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B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self insurance, or debt.

D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

E. Staff will maintain separate self insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self insured retentions.

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.

2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:

1. Claims adjuster for workers' compensation and public liability/property damage.
2. Claims auditor, actuarial consultant, and risk management program auditor.
3. Insurance broker of record.

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

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

Resolution No.

P a g e 10

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

MEMO



June 23, 2016

TO: City Council

FROM: David Millican, Chief Financial Officer

SUBJECT: **Explanation of revisions to City of Oxnard FY 2016-17 Proposed Budget**

Necessary revisions to the FY2016-2017 Proposed Budget have been summarized in the following attachment, referencing pages from the Budget Document revised 6/14/16. Revisions to the FY2016-2017 Proposed Budget are necessary in areas regarding the appropriation of grant funding, line items reflecting the budgeting of augmentation requests, and the correction of typographical errors.

These corrections require adjustments to subtotals and grand totals throughout the document and each change has been noted in the attachment. Some of these revisions include the appropriation of funds between line items and therefore do not have any effect to the net total of the Proposed Budget. Some of the revisions to department budgets have an effect on the Expenditure Detail by Fund document located with the Budget Schedules. Revisions to this document are also listed in the attachment.

The FY 2016-17 Proposed Budget total is revised from \$354,185,214 to \$354,155,538 to reflect revisions with a net decrease of \$29,676. When including City of Oxnard Financing Authority (COFA) Fund 801 to the Expenditure Detail By Fund the total is \$361,188,882. A separate resolution for the Housing Authority for \$24,927,373 provides a grand total for FY 2016-17 Proposed Budget for \$386,116,255. Please do not hesitate to contact us with any questions. Thank you.

A handwritten signature in dark ink, appearing to read "David Millican", written over a horizontal line.

David Millican, Chief Financial Officer

Attachment:

- Explanation of revisions to FY2016-2017 Proposed Budget

Revisions to Department Budgets

Development Services

Page(s): #90 & #91

Line Item:	Revised From:	Revised To:	Change:	Overall Department Budget Effect:
101-4305-CODE COMPLIANCE	\$ 969,264	\$ 987,478	\$ 18,214	
Line Item:	Revised From:	Revised To:	Change:	-
285-4305-CODE COMPLIANCE	\$ 218,214	\$ 200,000	\$ (18,214)	
Description: The revision of 101-4305-CODE COMPLIANCE from \$969,264 reflects inclusion in the General Fund of the amount from 285-CDBG that is in excess of the \$200,000 available in grant funding in FY16-17. This increase in appropriation in the amount of \$18,214 to 101-4305 results in a revised Development Services Total and General Fund Total of \$7,451,983 in the FY16-17 Proposed Budget on Page 90. In addition, the reduction in appropriation in the amount of \$18,214 to 285-4305 results in a revised Development Services Total and Fund 285 Total of \$200,000 in the FY16-17 Proposed Budget on Page 91.				

Page(s): #92

Line Item:	Revised From:	Revised To:	Change:	Overall Department Budget Effect:
101-General Fund 1-PERSONNEL	\$ 5,383,551	\$ 5,401,765	\$ 18,214	
Line Item:	Revised From:	Revised To:	Change:	-
285-CDBG ENTITLEMENT 1-PERSONNEL	\$ 210,814	\$ 192,600	\$ (18,214)	
Description: The FY16-17 Proposed Budget in Fund 101-General Fund 1-PERSONNEL is revised to \$5,401,765 and the Fund 101-General Fund Total is revised to \$7,451,983 due to the revision explained in reference to Page 90. The FY16-17 Proposed Budget in Fund 285-CDBG ENTITLEMENT 1-PERSONNEL is revised to \$192,600 and Fund 285-CDBG ENTITLEMENT Total is revised to \$200,000 due to the explanation provided in reference to Page 91.				

Housing Department

Page(s): #132, #134 & #136

Line Item:	Revised From:	Revised To:	Change:	Overall Department Budget Effect:
101-5105-HOMELESS ASSISTANCE	\$ 141,491	\$ 108,901	\$ (32,590)	
Line Item:	Revised From:	Revised To:	Change:	\$ (32,590)
101 1-PERSONNEL	\$ 449,884	\$ 417,294	\$ (32,590)	
Description: The revision from \$141,491 in line item 101-5105-HOMELESS ASSISTANCE is a correction in the appropriation amount to reflect the final City Manager approved augmentation request. This reduction in appropriation in the amount of \$32,590 results in a revised Housing and 101-General Fund Total of \$505,820 on Page 132. On Page 134, the FY16-17 Proposed Budget in 101 1-PERSONNEL is revised to \$417,294 and the 101-General Fund Total is revised to \$505,820 due to the change in the HOMELESS ASSISTANCE line item. In addition, the FY16-17 Proposed Budget HOUSING Total is revised to \$3,681,145 on Page 136. This revision from \$3,713,735 is due to the explanation provided in reference to Pages 132 and 134.				

Public Works Department

Page(s): #199 & #201

Line Item:	Revised From:	Revised To:	Change:	Overall Department Budget Effect:
101-5704-STREET MAINTENANCE & REPAIR	\$ 362,935	\$ 598,135	\$ 235,200	
Line Item:	Revised From:	Revised To:	Change:	
101-General Fund 2-OTHER O&M EXPENSE	\$ 4,689,425	\$ 4,924,625	\$ 235,200	\$ 235,200

Description: The increase in 101-5704-STREET MAINTENANCE & REPAIR from \$362,935 is to correct a typo caused by the omission of a line item in the subtotal by department/division. This correction results in a revised General Services Total of \$9,744,030 from \$9,508,830 in the FY16-17 Proposed Budget on Page 199. This increase causes the FY16-17 Proposed Budget in 101-General Fund 2-OTHER O&M EXPENSE to be revised to \$4,924,625 from \$4,689,425. In addition, the 101-General Fund Total is revised to \$9,744,030 on Page 201. This revision does not change the appropriation, but is noted as a change to the department's FY2016-2017 Proposed Budget grand total.

Revisions to the Expenditure Detail by Fund

Fund 101- General Fund

Page(s): #235 & #236

Line Item:	Revised From:	Revised To:	Change:	Overall Budget Effect:
8001-DIRECT LABOR-REGULAR	\$ 52,250,991	\$ 52,239,225	\$ (11,766)	
Line Item:	Revised From:	Revised To:	Change:	
8040-PARS	\$ 2,063,856	\$ 2,065,738	\$ 1,882	
Line Item:	Revised From:	Revised To:	Change:	
8041-EMPLOYEE BENEFITS	\$ 9,465,940	\$ 9,462,541	\$ (3,399)	
Line Item:	Revised From:	Revised To:	Change:	
8043-PERS	\$ 12,251,366	\$ 12,250,274	\$ (1,092)	
Line Item:	Revised From:	Revised To:	Change:	
8522-DEBT SERV&FIXED CHARGES/DATA PROCESSING CHGS/OPER	\$ 9,900	\$ 8,600	\$ (1,300)	\$ (15,676)

Description: The FY16-17 Proposed Budget in: 8001-DIRECT LABOR-REGULAR is revised from \$52,250,991 to \$52,239,225, 8040-PARS is revised from \$2,063,856 to \$2,065,738, 8041-EMPLOYEE BENEFITS is revised from \$9,465,940 to \$9,462,541, and 8043-PERS is revised from \$12,251,366 to \$12,250,274 due to explanations provided in reference to Pages 90 and 132. The FY16-17 Proposed Budget in 8522-DEBT SERV&FIXED CHARGES/DATA PROCESSING CHGS/OPER is revised from \$9,900 to \$8,600 due to a correction in the object code total. These revisions result in a revised FY16-17 Fund 101-General Fund Total of \$122,348,006 from \$122,363,682 (a net decrease of \$15,676).

Fund 285- CDBG Entitlement**Page(s): #251**

Line Item:	Revised From:	Revised To:	Change:	Overall Budget Effect:
8001-DIRECT LABOR-REGULAR	\$ 512,271	\$ 500,821	\$ (11,450)	
Line Item:	Revised From:	Revised To:	Change:	
8040-PARS	\$ 76,479	\$ 74,597	\$ (1,882)	
Line Item:	Revised From:	Revised To:	Change:	
8041-EMPLOYEE BENEFITS	\$ 96,987	\$ 94,838	\$ (2,149)	\$ (18,214)
Line Item:	Revised From:	Revised To:	Change:	
8043-PERS	\$ 119,428	\$ 116,695	\$ (2,733)	

Description: The FY16-17 Proposed Budget in: 8001-DIRECT LABOR-REGULAR is revised from \$512,271 to \$500,821, 8040-PARS is revised from \$76,479 to \$74,597, 8041-EMPLOYEE BENEFITS is revised from \$96,987 to \$94,838 and 8043-PERS is revised from \$119,428 to \$116,695 due to explanations provided in reference to Page 91. These revisions result in a revised FY16-17 Fund 285-CDBG Entitlement Total of \$2,267,677 from \$2,285,891 (a decrease of \$18,214).

Fund 621-Wastewater Treatment Operations**Page(s): #259 & #260**

Line Item:	Revised From:	Revised To:	Change:	Overall Budget Effect:
8099-VACANCY SAVINGS	\$ (349,734)	\$ (348,379)	\$ 1,355	\$ 1,355

Description: The FY16-17 Proposed Budget in 8099-VACANCY SAVINGS is revised from \$(349,734) to \$(348,379). This correction to the object code total results in a revised FY16-17 Proposed Budget in Fund 621-W/W TREATMENT OPRNS Total from \$23,070,855 to \$23,072,210 (increase of \$1,355).

Fund 731-INFORMATION TECHNOLOGY**Page(s): #265**

Line Item:	Revised From:	Revised To:	Change:	Overall Budget Effect:
8132-MINOR EQUIPMENT OFFICE	\$ 28,667	\$ 31,064	\$ 2,397	
Line Item:	Revised From:	Revised To:	Change:	
8209-SVCS-OTHER PROF/CONTRACT	\$ 163,198	\$ 163,662	\$ 464	\$ 2,861

Description: The FY16-17 Proposed Budget in 8132-MINOR EQUIPMENT OFFICE is revised from \$28,667 to \$31,064. The FY16-17 Proposed Budget in 8209-SVCS-OTHER PROF/CONTRACT is revised from \$163,198 to \$163,662. These corrections to the object code totals results in a revised FY16-17 Proposed Budget in Fund 731-INFORMATION TECHNOLOGY Total of \$4,451,619 from \$4,448,758 (increase of \$2,861).

The Budget Document will now report the COFA Debt Service Fund- 801, in order to be consistent with presentations of Internal Service Funds, with a budget of \$7,033,344.

The FY16-17 Proposed Budget Total is revised from \$354,185,214 to \$354,155,538 to reflect revisions referenced in pages 235, 236, 251, 259, 260 and 265 (a net decrease of \$29,676). When including the COFA Debt Service Fund- 801, the Grand Total is \$361,188,882.

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public
Hearing**

AGENDA ITEM NO.: 2

DATE: June 28, 2016

TO: City Council

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

FROM: Jeri Williams, Police Chief

SUBJECT: JAG FY 2016 Grant

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

RECOMMENDATION:

That City Council adopt a resolution:

1. Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$112,635 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2016 Local Solicitation.
2. Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-7885) with the County of Ventura and the Cities of San Buenaventura, Simi Valley and Thousand Oaks designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award.
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget adjustments for the use of JAG funds upon award.
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

BACKGROUND

JAG FY 2016 Grant

June 28, 2016

Page 2

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. A recent JAG funding allocation list provided by the Bureau of Justice Assistance (BJA) announced that the combined award amounts for agencies within Ventura County totals \$112,635. Of this amount, the City of Oxnard is eligible to receive an award of \$57,038. Matching fund is not required.

BJA requires that a joint application be submitted by agencies within Ventura County. The City of Oxnard, whose award amount is 51% of the overall JAG award eligibility among Ventura County and its cities, will serve as the grant's lead agency. The lead agency will submit the application on behalf of all parties, and will receive the award and then disburse it to other grantees within Ventura County. The City of Oxnard intends to reallocate five percent (5%), or \$5,632 of the total countywide award eligibility to the City of Oxnard for costs related to administering the grant.

Of the \$112,635 in countywide JAG funding, the awards will be distributed as follows:

Agency	Agency Base Award Eligibility	Lead Agency Administration Fee (5%)	Agency Adjusted Award Amount
VENTURA COUNTY	\$10,645	\$532	\$10,113
OXNARD CITY	\$57,038	\$2,852	\$54,186
SAN BUENAVENTURA CITY	\$22,623	\$1,131	\$21,492
SIMI VALLEY CITY	\$11,018	\$551	\$10,467
THOUSAND OAKS CITY	\$11,311	\$566	\$10,745
CITY OF OXNARD			\$5,632
ADMINISTRATION FEE			
	\$112,635	\$5,632	\$112,635

Funds from this grant can be used to improve or enhance law enforcement programs and preserve and/or create jobs, which may include equipment/supplies, training, personnel, and/or contractual support. Grantees may utilize JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. The grant's monies may not supplant or replace funds that have been appropriated for the same purpose.

The Oxnard Police Department intends to apply its \$54,186 share of JAG funding towards the following projects:

Portable radios \$30,000

Crime Analytics software \$24,186

The application deadline for JAG grant funding is June 30, 2016.

JAG FY 2016 Grant

June 28, 2016

Page 3

FINANCIAL IMPACT

Approval of this recommendation will have no effect on the General Fund Operating Reserve. This grant does not require any matching contribution. The funding will serve to supplement public safety and will not supplant existing effort.

ATTACHMENTS:

Attachment A - JAG FY16 Resolution

Attachment B - JAG FY16 App

Attachment C - 2016 JAG MOU

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD
AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS**

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

WHEREAS, U.S. Department of Justice grant funds in the amount of \$112,635 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program has been allocated to law enforcement agencies within the County of Ventura; and

WHEREAS, a joint application for JAG funds must be submitted by law enforcement agencies within the County of Ventura; and

WHEREAS, the County of Ventura and the Cities of San Buenaventura, Simi Valley and Thousand Oaks have designated the City of Oxnard as the lead agency and fiscal agent for the JAG; and

WHEREAS, the Police Department has requested that City Council approve the submittal of a joint application to the U.S. Department of Justice for \$112,635 in JAG funds, with the City's portion to be used for portable radios and crime analysis software enhancements.

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

1. The City Manager is authorized to execute and submit a grant application for the Edward Byrne Memorial Assistance Grant (JAG) Formula Program.
2. The City Manager is authorized to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. The City Manager or designee is authorized to execute grant agreements.
4. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve administrative budget adjustments for the use of grant funds.

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5. The Chief of Police or designee is authorized to submit all program related progress or status reports.

PASSED AND ADOPTED this 21st day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk

Stephen M. Fischer, City Attorney

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE		State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY		Federal Identifier
5. APPLICANT INFORMATION			
Legal Name City of Oxnard		Organizational Unit Oxnard Police Department	
Address 305 West 3rd Street Oxnard, California 93030-5790		Name and telephone number of the person to be contacted on matters involving this application Van Atta, Amy (805) 385-8369	
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 95-6000756		7. TYPE OF APPLICANT Municipal	
8. TYPE OF APPLICATION New		9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Ventura County's Edward Byrne Memorial Justice Assistance Grant Program 2016	
12. AREAS AFFECTED BY PROJECT Ventura County			
13. PROPOSED PROJECT Start Date: October 01, 2015 End Date: September 30, 2019		14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project CA24 CA25 CA26 CA33	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$112,635	Program is not covered by E.O. 12372	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	

TOTAL

\$112,635

N

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

[Close Window](#)

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
ABSTRACT NARRATIVE
ATTACHMENT 1**

The City of Oxnard shall serve as the lead agency for the following Ventura County agencies: County of Ventura; cities of: Oxnard, San Buenaventura, Simi Valley and Thousand Oaks. The agencies are submitting this Edward Byrne Justice Assistance Grant (JAG) FY 2016 Local Solicitation application with the intention of utilizing funds to improve local law enforcement efforts. The agencies share the goals of using the requested grant funding to avoid reductions and eliminations of vital equipment and supply purchases to enhance public safety. The goal of addressing crime in the community will be assisted with the various equipment and supplies expenditures proposed. The strategies used are having each participating agency assess its needs and submit them to the City of Oxnard. The major deliverables are the timely purchases and payments necessary to enhance each agency. The coordination plans are each agencies timely submission for reimbursement of their approved expenditures to the City of Oxnard. The agencies will be given deadlines for their submissions to the City of Oxnard so the necessary reporting requirements will be adhered to in a timely manner through the Grants staff.

The top five project identifiers associated with this grant funding are the following:

1. Computer software/hardware – crime analysis software
2. Vehicles (Other) – off-road motorcycle
3. Body worn cameras
4. Policing – GPS, radar, night vision goggles
5. Communications – portable radios

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
PROGRAM NARRATIVE
ATTACHMENT 2**

The five (5) Ventura County agencies jointly applying for this grant will utilize funding for enhancement items, including: portable radios, radar units, crime analysis software enhancements, an off-road motorcycle, body-worn cameras, and traffic control GPS units. The various expenditures are needed to improve the safety and quality of life of the residents and visitors of Ventura County. The grant funding will be distributed as follows:

Jurisdiction Name	5% Fee	Supplies	Other	Total
Ventura County	532	10,113	-	10,645
Oxnard City	2,852	30,000	24,186	57,038
San Buenaventura City	1,131	10,185	11,307	22,623
Simi Valley City	551	-	10,467	11,018
Thousand Oaks City	566	10,745	-	11,311
Total	5,632	85,511	21,492	112,635

Total Allocation \$112,635

The City of Oxnard, as lead agency, will be charging a 5% administrative fee. The administrative fee will be used to offset the salary for Oxnard Police Department employee Amy Van Atta, Grants Specialist II, who will be responsible for collecting data for quarterly and final reports as well as processing all reimbursements for grant funded purchases to disparate agencies. She will act as the point of contact for modification requests, compliance questions and other needs that may arise throughout the grant period.

The expenditures will be segregated by the City of Oxnard Grants Division with an assigned grant/project number and account numbers specifically allocated to this grant. The activities will begin upon approval of the grant application. The various agencies will track their performance objectives and submit them to the City of Oxnard prior to each reporting period.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 3**

Budget Summary

Jurisdiction Name	5% Fee	Supplies	Other	Total
Ventura County	532	10,113	-	10,645
Oxnard City	2,852	30,000	24,186	57,038
San Buenaventura City	1,131	10,185	11,307	22,623
Simi Valley City	551	-	10,467	11,018
Thousand Oaks City	566	10,745	-	11,311
Total	5,632	85,511	21,492	112,635

Total Allocation \$112,635

Budget Narrative

The Ventura County agencies are requesting grant funding for the following items, described by category:

Supplies

Oxnard: Nine (9) portable radios \$30,000

The Oxnard Police Department is in the process of replacing aging radios that are no longer in production and cannot be repaired. The replacement radios are costly and only a few radios are able to be purchased each fiscal year. Grant funding will allow the department to deploy additional radios to patrol officers, increasing FCC compliance and safe, reliable communication.

Thousand Oaks: Two (2) Opticom traffic control GPS units \$6,481

The Opticom system, developed by Global Traffic Technologies, uses GPS and infrared systems to provide safe and controlled passage of emergency vehicles through signalized intersections using externally developed components.

One (1) radar and accessories \$2,678

A radar will allow uniformed patrol deputies to enforce speed limits.

Two (2) privacy shields for crime scenes \$1,373

Privacy screens are portable and easy to set-up and take down. The screens will be used to protect the integrity of a major/fatal traffic collision or crime scene.

Two (2) GPS navigators \$213

CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 3

GPS navigators will be used by deputies, SSTs and Cadets to locate addresses and collision scenes safely and efficiently with a reasonable response time.

San Buenaventura:	Fifteen (15) body-worn camera systems	\$6,600
	Fifteen (15) belt clips/holsters for BWC	\$525
	Two (2) evidence.com docks	\$2,990
	Two (2) dock wall mounts	\$70

In 2015, Ventura Police Department (VPD) implemented a body worn camera policy for the entire police force. Currently 127 officers have their own camera assigned to them. The VPD typically makes in excess of 5,000 arrests and conducts thousands of other enforcement activities each year. Each of these incidents will require evident in the form of video that must be included as part of the District Attorney's Office review. By programming each camera to an individual officer, individual accountability and the tagging of videos will be greatly enhanced. At the conclusion of each shift the camera will be placed in a docking station that will upload all evidence while simultaneously charging the cameras to the full extent. This will allow each camera to be fully charged by the time the officer returns for their next shift. VPD is expected to hire an additional 12 Officers over the next year. Purchasing 15 cameras and accessories will allow for the outfitting of the new officers and replacement of broken cameras and extras for training.

Ventura County:	Two (2) night vision goggles	\$8,906
	Two (2) ATN Corp, clip on power supply	\$346

Deputies assigned to West County Patrol Stations have a diverse geographical area to patrol. Their regular beat assignments include rugged mountainous back-country, expansive open farm-land, and sandy beaches fronting the Pacific Ocean. Each of these areas experience specific public safety needs that are difficult to meet using conventional methods (patrol car, foot patrol). Hundreds of hikers, backpackers, and motorcyclists are injured or lost in the Ventura County back county each year. The open farmlands experience high motor vehicle theft, grand theft, and injurious assaults monthly. The beaches have been prime landing areas for panga boats involved in illicit drug and human trafficking crimes. The purchase of night vision goggles would enhance the deputies' abilities to find the lost, preempt the farmland crime, and intercede in panga boat operations by giving them the equipment needed in extreme low light to no light conditions. This equipment enhances the public's safety and aids in crime prevention, apprehension and prosecution.

One (1) Pistol locker	\$861
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Deputies require a secure location to lock their duty weapons while interviewing and processing arrested persons. Doing so prevents arrested persons from disarming the deputy and using the weapon to harm others or themselves. The installation of compact lockers near the processing/interview area will allow deputies to safely secure their weapons while in close quarters with an arrested person, and also provide a place to secure an arrested person's personal property (cell phone, wallet, keys, purse) until booking at a the jail facility.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 3**

Other

Oxnard:	Crime Analytics Software	\$24,186
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The Advanced Crime Analytics software is a powerful investigative analytics tool for investigators that helps prevent and solve crime faster by rapidly revealing actionable intelligence hidden in data. This joint project is part of a regionalized approach to Intelligence-Led Policing that will have all county law enforcement agencies working together towards preventing and solving a wide range of crimes.

San Buenaventura:	Twelve (12) Evidence.com Storage Plan	\$8,427
	Twelve (12) Evidence.com licenses	\$2,880

The purchase of BWC requires license and data storage.

Simi Valley:	Off-road motorcycle	\$10,400
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The Simi Valley Police Department proposes that the funding be directed towards the addition of an off-road motorcycle to supplement the off-road search and response team.

The Police Department currently has two off-road motorcycles that are used several times per month to attempt to locate lost or stranded hikers, or other people who have taken to the hills that surround Simi Valley and need emergency help.

The off-road team bikes are equipped with AED lifesaving devices in order to aid the injured when located. During recent searches, it would have cut down the response time to have had the ability to deploy a third officer on an off-road motorcycle which would have expanded the search capability of the team. In addition to search and rescue type operations, the off-road team helps manage the attendance and fireworks enforcement associated with the July 4th yearly extravaganza; as well as to curb the illegal off-road activity within the City. We have had one fatality collision occur due to illegal off-road vehicles in the City and another officer would enhance our enforcement efforts. With the support of the JAG Grant funding, the Police Department would like to bolster and better support the current capability of the off-road team. The addition of this critical piece of equipment will allow the Police Department to better respond to emergencies beyond the capability of our normal patrol fleet, improve the quality of service rendered to the community and curtail illegal activity in the hills surrounding the City.

Administrative Fee

The City of Oxnard shall receive 5% (\$5,632) of the total award amount to cover costs in administering the grant during the grant period. The fee is an allowable cost per the grant application. The rate charged is half the allowable rate of 10%. The City of Oxnard charges the 5% fee to all agencies to help cover the cost of Amy Van Atta, Grants Specialist II, of Oxnard Police Department. Ms. Van Atta assists

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 3**

agencies with the application process, any budget modifications required, quarterly reporting and the processing of claims. The 5% only represents a fraction of the actual time spent on the JAG grant management. The agencies involved do not have a dedicated grants person and find the 5% fee to be of great value to the successful expenditure of grant funds.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
DISCLOSURE OF PENDING APPLICATIONS
ATTACHMENT 4**

The Oxnard Police Department is not currently designated high risk by another federal grant making agency.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
REVIEW NARRATIVE
ATTACHMENT 5**

A public notice was published in Vida on May 26, 2016 to announce the opportunity to comment on this grant application. Copies of the grant application were made available for public review on the City of Oxnard's website: www.oxnard.org and hardcopies were made available at the Oxnard Police Department on May 30, 2016. The grant application was made available to the public and was heard before the Oxnard City Council on Tuesday, June 21, 2016.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2016 LOCAL SOLICITATION
DISCLOSURE OF PENDING APPLICATIONS
ATTACHMENT 6**

The City of Oxnard and the following Ventura County agencies: County of Ventura; cities of: Oxnard, San Buenaventura, Simi Valley and Thousand Oaks do not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative, and worksheet in the application under this solicitation.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: City of Oxnard, Oxnard Police Department 251 South C Street Oxnard, CA 93030 Congressional District, if known: 19, 27			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: Department of Justice			7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY16 Local Solicitation CFDA Number, if applicable: 16.738		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 112,635.00		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Mike Arnold & Associates 1127 Eleventh Street, Suite 820 Sacramento, CA 95814			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): O'Donnell, John - Murray, Montgomery, & O'Donnell 101 Constitution Avenue, NW 9th Floor Washington, DC 20001		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Jeri Williams</u> Print Name: <u>Jeri Williams</u> Title: <u>Chief of Police</u> Telephone No.: <u>(805) 385-7624</u> Date: <u>6/10/2016</u>		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

For: Amy Van Atta From: Manuel Muñoz / Vida Newspaper
RE: Legal Notice Requested. Please Confirm By Fax at 805 483-6233 By Email: vidanews@aol.com
Size: 5 x Col 6.5"

PUBLIC NOTICE

2016 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

The Oxnard Police Department is requesting public comment from all Oxnard residents on its application for funding under the U.S. Department of Justice 2016 Edward Byrne Memorial Justice Assistance Local Solicitation Grant (JAG) Program. The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

The City of Oxnard will act as lead agency in administering the JAG Program for the County of Ventura and the Cities of San Buenaventura, Simi Valley, and Thousand Oaks. All parties are eligible to receive a combined total of \$112,635 in grant funding through the 2016 JAG Program. The Oxnard Police Department is eligible to receive an allocation of \$54,186 of the combined total plus a fee of \$5,632 to locally administer the Program. BJA Application No. 2016-H2984-CA-DJ is available for public review and inspection at the Oxnard Police Department during normal business hours.

All comments should be forwarded in writing by June 20, 2016 to:

Oxnard Police Department
251 South C Street
Oxnard, California 93030
Attention: Mary Diamond
(805) 385-7612



Published VCVN Date: 05/26/16

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OXNARD, CALIFORNIA, ON ONE HAND, AND THE COUNTY OF VENTURA,
CALIFORNIA, AND THE CITIES OF SAN BUENAVENTURA, SIMI VALLEY, AND THOUSAND OAKS,
CALIFORNIA, ON THE OTHER HAND**

**Edward Byrne Memorial Justice Assistance Grant Formula Program ("JAG"):
FY 2016 Local Solicitation**

This Agreement ("**Agreement**") is made and entered into on this 1st day of June, 2016, in the State of California, County of Ventura, by and between the City of Oxnard ("**Oxnard**"), on one hand; and on the other hand: the County of Ventura ("**County**"), and the Cities of San Buenaventura, Simi Valley, and Thousand Oaks all entities within the County of Ventura, California.

WHEREAS, each party to this Agreement, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each party to this Agreement finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the Agreement: and

WHEREAS, all parties to this Agreement believe it to be in their best interests to procure JAG funds.

NOW THEREFORE, the parties entering into this Agreement stipulate/agree as follows:

Section 1.

All parties stipulate that Oxnard shall serve as the lead agency for this grant project. The lead agency shall serve as the fiscal agent for this grant and will submit a joint application on behalf of the parties to this Agreement. Oxnard shall assume the role of coordinating the application and administration of the grant.

Section 2.

The JAG allocation list is established by the Bureau of Justice Assistance (BJA) and indicates the amount for which each unit of local government is eligible to apply. The amounts prescribed in this allocation list shall be referred to hereinafter as agency "Base Award Eligibility". The Base Award Eligibility figures are listed in the table in Section 3, below.

Oxnard shall apply a fee of five percent (5%) to each agency's Base Award Eligibility. This percentage shall be applied to costs related to administering the grant during its four year reporting period. Five percent shall be deducted from each party's Base Award Eligibility amount and allocated to Oxnard. The modified agency award amounts are reflected in the "Adjusted Award" portion of the table in Section 3, below.

Section 3.

The parties agree that Oxnard shall allocate the \$112,635 JAG award in the following manner to the parties entering into this Agreement as follows:

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ

City of Oxnard Agreement # A-7885

Agency	Agency Base Award Eligibility	Lead Agency Administration Fee (5%)	Agency Adjusted Award Amount
VENTURA COUNTY	\$10,645	\$532	\$10,113
OXNARD CITY	\$57,038	\$2,852	\$54,186
SAN BUENAVENTURA CITY	\$22,623	\$1,131	\$21,492
SIMI VALLEY CITY	\$11,018	\$551	\$10,467
THOUSAND OAKS CITY	\$11,311	\$566	\$10,745
CITY OF OXNARD ADMINISTRATION FEE			\$5,632
	\$112,635	\$5,632	\$112,635

Section 4.

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs
- Prosecution and court programs, including indigent defense
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

Section 5.

All parties to this Agreement shall develop individualized spending plans as to each party's respective grant allocation. JAG funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose.

Section 6.

Awards to individual agencies of at least \$25,000 must be spent within four years, and the award period for grants in that amount will be from October 1, 2015 through September 30, 2019.

Awards to individual agencies of less than \$25,000 must be spent within two years, and the award period for grants in that amount will be from October 1, 2015 through September 30, 2017.

All parties to this Agreement should anticipate that awards under this grant are one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional Department of Justice funding.

Section 7.

Parties to this Agreement are aware that each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If parties to this Agreement draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

Parties to this Agreement understand that recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in meeting reporting requirements.

Section 8.

No JAG funds may be expended outside of the JAG program areas. Even within the program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used directly or indirectly to pay for any of the following items unless BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters)
- Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV)
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Segway, Golf Cart, ATV or similar
- Armored Vehicles
- Bus and/or RV (Recreational Vehicle)
- Truck
- Van
- SUV (Non-police cruiser)
- Any similar matters

Section 9.

All parties to this Agreement shall designate a point of contact for matters pertaining to the JAG grant, and shall notify Oxnard in the event of any changes. A list of contact persons is attached to this Agreement as **Exhibit A.**

Section 10.

All parties to this Agreement shall provide financial reporting documentation, as prescribed in the terms of the JAG grant, to Oxnard in a timely manner.

All parties to this Agreement must certify that they will satisfy the reporting requirement, which requires detailed reporting (including reporting on sub-awards) not later than ten calendar days after the end of each calendar quarter. In order for the lead agency (Oxnard) to meet this demand, all parties must submit their quarterly reports to Oxnard within four days after the end of each calendar quarter beginning October of 2015.

Section 11.

Nothing in the performance of this Agreement shall impose any liability for claims against Oxnard other than claims for which liability may be imposed by the California Tort Claims Act.

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
 City of Oxnard Agreement # A-7885

Section 12.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 13.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 14.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 15.

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

Section 16.

The parties agree that this Agreement will be considered signed when the signature of the party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects having the same effect as an original signature.

Agreed to on this 1st of June, 2016.

CITY OF OXNARD

COUNTY OF VENTURA

Greg Nyhoff, City Manager

Michael Powers, County Executive Officer

**CITY OF SAN BUENAVENTURA
 VALLEY**

CITY OF SIMI

Mark Watkins, City Manager

Eric Levitt, City Manager

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

CITY OF THOUSAND OAKS

Scott Mitnick, City Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Jeri Williams, Oxnard Chief of Police

Andy H. Viets, San Buenaventura City Attorney

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2016 LOCAL SOLICITATION

CITY OF OXNARD

Mary Diamond
Financial Services Manager
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7612
mary.diamond@oxnardpd.org

Eric Sonstegard
Assistant Police Chief
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7801
eric.sonstegard@oxnardpd.org

Amy Van Atta
Grants Specialist
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-8369
amy.vanatta@oxnardpd.org

COUNTY OF VENTURA

OFFICE OF THE SHERIFF

Patricia Salas
Captain
Ventura County Sheriff's Department

800 South Victoria Avenue
Ventura, CA 93009

(805) 654-2881
patti.salas@ventura.org

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2016 LOCAL SOLICITATION

CITY OF SAN BUENAVENTURA

Ken Corney
Chief of Police
Ventura Police Department

1425 Dowell Drive
Ventura, CA 93003

(805) 339-4400
kcorney@venturapd.org

Roger Wang
Business Services Officer
Ventura Police Department

1425 Dowell Drive
Ventura, CA 93003

(805) 339-4421
rwang@venturapd.org

CITY OF SIMI VALLEY

Eric Levitt
City Manager
City of Simi Valley

2929 Tapo Canyon Road
Simi Valley, CA 93063

(805) 583-6701
elevitt@simivalley.org

David Livingstone
Lieutenant
Simi Valley Police Department

3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6914
dlivings@simivalley.org

Suzanne Daunt
Senior Management Analyst
Simi Valley Police Department

3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6915
sdaunt@simivalley.org

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2016 LOCAL SOLICITATION

CITY OF THOUSAND OAKS

VENTURA COUNTY SHERIFF'S OFFICE

James Fryhoff
Captain
Ventura County Sheriff's Department

2101 East Olsen Road
Thousand Oaks, CA 91360

(805) 494-8248
James.fryhoff@ventura.org



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2018

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means

(7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address: City of Oxnard

300 West Third Street
Oxnard, CA 93030

2. Authorized Representative's Name and Title: Maria Hurtado, Interim Chief Financial Officer

3. Phone: 805 - 385 - 7478 ext.

4. Fax: 805 - 385 - 7595

5. Email: Maria.Hurtado@oxnard.org

6. Year Established:
1903

7. Employer Identification Number (EIN):
95 - 6000756

8. DUNS Number:
8 - 179 - 214

9. Type of Organization:

☒ State ☐ Municipality ☐ Non-Profit ☐ Higher Education ☐ Tribal ☐ For-Profit ☐ Other



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2018

AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has had the undergone the following types of audit(s) (Please check all that apply):

☒ OMB A-133 Single Audit ☒ Financial Statement Audit ☐ Defense Contract Agency Audit (DCAA)

☐ None

☐ Programmatic Audit & Agency: _____

☐ Other Audit & Agency: _____

11. Fiscal Year of Last Audit:
2014

Name of Audit Agency/Firm:
White, Nelson, Diehl, Evans

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings:

Please enter the amount of questioned costs:

Were material weaknesses noted in either the Financial Statement or Single Audit? ☐ Yes ☒ No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:

☐ Manual ☒ Automated ☐ Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

☒ Yes ☐ No ☐ Not Sure

15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

☒ Yes ☐ No ☐ Not Sure

16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?

☒ Yes ☐ No ☐ Not Sure

17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

☒ Yes ☐ No ☐ Not Sure

18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?

☒ Yes ☐ No ☐ Not Sure

19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

☒ Yes ☐ No ☐ Not Sure



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 12/31/2018

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES	
PROPERTY STANDARDS	
20. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
PROCUREMENT STANDARDS	
21. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	☒ Yes ☐ No ☐ Not Sure
22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?	☒ Yes ☐ No ☐ Not Sure
23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? https://www.sam.gov/	☐ Yes ☒ No ☐ Not Sure
TRAVEL POLICY	
24. Does your organization: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation? (FTR) ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A (Your organization does not make subawards.)
STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors or similar position.	
Name: Maria Hurtado	Date: 6/27/2016
Title: ☐ Executive Director ☒ Chief Financial Officer ☐ Chairman ☐ Other: _____	
Phone: 805 - 385 - 7478 ext.	

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OXNARD, CALIFORNIA, ON ONE HAND, AND THE COUNTY OF VENTURA,
CALIFORNIA, AND THE CITIES OF SAN BUENAVENTURA, SIMI VALLEY, AND THOUSAND OAKS,
CALIFORNIA, ON THE OTHER HAND**

**Edward Byrne Memorial Justice Assistance Grant Formula Program ("JAG"):
FY 2016 Local Solicitation**

This Agreement ("**Agreement**") is made and entered into on this 1st day of June, 2016, in the State of California, County of Ventura, by and between the City of Oxnard ("**Oxnard**"), on one hand; and on the other hand: the County of Ventura ("**County**"), and the Cities of San Buenaventura, Simi Valley, and Thousand Oaks all entities within the County of Ventura, California.

WHEREAS, each party to this Agreement, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each party to this Agreement finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the Agreement: and

WHEREAS, all parties to this Agreement believe it to be in their best interests to procure JAG funds.

NOW THEREFORE, the parties entering into this Agreement stipulate/agree as follows:

Section 1.

All parties stipulate that Oxnard shall serve as the lead agency for this grant project. The lead agency shall serve as the fiscal agent for this grant and will submit a joint application on behalf of the parties to this Agreement. Oxnard shall assume the role of coordinating the application and administration of the grant.

Section 2.

The JAG allocation list is established by the Bureau of Justice Assistance (BJA) and indicates the amount for which each unit of local government is eligible to apply. The amounts prescribed in this allocation list shall be referred to hereinafter as agency "Base Award Eligibility". The Base Award Eligibility figures are listed in the table in Section 3, below.

Oxnard shall apply a fee of five percent (5%) to ~~each~~ agency's Base Award Eligibility. This percentage shall be applied to costs related to administering the grant during its four year reporting period. Five percent shall be deducted from each party's Base Award Eligibility amount and allocated to Oxnard. The modified agency award amounts are reflected in the "Adjusted Award" portion of the table in Section 3, below.

Section 3.

The parties agree that Oxnard shall allocate the \$112,635 JAG award in the following manner to the parties entering into this Agreement as follows:

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

Agency	Agency Base Award Eligibility	Lead Agency Administration Fee (5%)	Agency Adjusted Award Amount
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CITY OF OXNARD ADMINISTRATION FEE			\$5,632
	\$112,635	\$5,632	\$112,635

Section 4.

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs
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Parties to this Agreement are aware that each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If parties to this Agreement draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Comment [CT01]: Are these dates right or do they need to be updated?

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

Parties to this Agreement understand that recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in meeting reporting requirements.

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Comment [CTO2]: Should this be 2016?

Section 11.

Nothing in the performance of this Agreement shall impose any liability for claims against Oxnard other than claims for which liability may be imposed by the California Tort Claims Act.

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

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Agreed to on this 1st of June, 2016.

CITY OF OXNARD

COUNTY OF VENTURA

Greg Nyhoff, City Manager

Michael Powers, County Executive Officer

CITY OF SAN BUENAVENTURA

CITY OF SIMI VALLEY

Mark Watkins, City Manager

Eric Levitt, City Manager

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

CITY OF THOUSAND OAKS

Scott Mitnick, City Manager

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Jeri Williams, Oxnard Chief of Police

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2016 LOCAL SOLICITATION

CITY OF OXNARD

Mary Diamond
Financial Services Manager
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7612
mary.diamond@oxnardpd.org

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Oxnard Police Department

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COUNTY OF VENTURA

OFFICE OF THE SHERIFF

Patricia Salas
Captain
Ventura County Sheriff's Department

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Ventura, CA 93009

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patti.salas@ventura.org

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Chief of Police
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Ventura Police Department

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CITY OF SIMI VALLEY

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City Manager
City of Simi Valley

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Simi Valley, CA 93063

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elevitt@simivalley.org

David Livingstone
Lieutenant
Simi Valley Police Department

3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6914
dlivings@simivalley.org

Suzanne Daunt
Senior Management Analyst
Simi Valley Police Department

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Simi Valley, CA 93063

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sdaunt@simivalley.org

JAG APPLICATION NUMBER: 2016-H2984-CA-DJ
City of Oxnard Agreement # A-7885

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VENTURA COUNTY SHERIFF'S OFFICE

James Fryhoff
Captain
Ventura County Sheriff's Department

2101 East Olsen Road
Thousand Oaks, CA 91360

(805) 494-8248
James.fryhoff@ventura.org



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: June 28, 2016

TO: City Council

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

FROM: Daniel Martinez, City Clerk

SUBJECT: Approve Minutes of the Regular Meetings of the Oxnard Housing Authority for April 12, 19 and 26, May 3, 10 , 17, and 24, and June 7, 2016.

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

Approve.

ATTACHMENTS:

Attachment A - Housing Minutes

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
April 12, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary and Stephen Fischer, General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

3. CEREMONIAL CALENDARF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. REVIEW OF INFORMATION/CONSENT AGENDAH. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for April 21, October 27, November 3, 10 17, and December 1, 8, 15, 2015 and January 5, 12, 19, 26, February 2, 9, 23, March 1, 15, 22, 29, and April 5, 2016.
RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/Padilla)
Ayes: Ramirez, MacDonald, Padilla, Perello, Andrade, Vega and Flynn. *Absent: Padilla only for minutes of March 29, 2016.

L. REPORTSJ. PUBLIC HEARINGS

ACTION: Chairperson Flynn declared the public hearing open.

DISCUSSION: The Secretary Designate reported on posting, publication and that there were no written communications received.

Housing Department

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

RECOMMENDATION: 1) Hold a public hearing to receive comments concerning the second year of the Five-Year Agency Plan and the 2016 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and 2) Adopt **Resolution No. 1290:** (a) Approving the Five-Year and Annual Agency Plan for the Housing Authority; (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; (c) Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan; (d) Approving the 2016 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2016 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

DISCUSSION: The Housing Program Supervisor reviewed proposed policy changes and public outreach efforts.

Public comment was received from: Barbara Ortiz.

ACTION: Close the public hearing. (Perello/Flynn) unanimously approved.

DISCUSSION: The Commissioners discussed the proposed changes including smoking restrictions, bedroom requirements and providing a safe environment.

ACTION: Approved as recommended. (Padilla/Ramirez) Ayes: Perello, Andrade, Vega, Flynn, Ramirez, MacDonald and Padilla.

K. APPOINTMENT ITEMS

L. REPORTS

K. APPOINTMENT ITEMS

CITY COUNCIL

At 10:24 p.m., the joint meeting with the City Council concluded.

N. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

M. REPORT OF EXECUTIVE DIRECTOR

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSIONR. ADJOURNMENT

At 10:24 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

April 19, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
April 26, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
May 3, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
May 10, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:06 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello and Jose Andrade were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Secretary; Maria Hurtado, Assistant Executive Secretary; Scott Whitney, Assistant Executive Secretary and Stephen Fischer, General Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. PUBLIC COMMENTS ON STUDY SESSIONE. STUDY SESSIONF. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

G. CEREMONIAL CALENDARH. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAI. REVIEW OF INFORMATION/CONSENT AGENDA

Public Comments were provided by: City Attorney (K-1). .

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAK. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of City Council Procedures Manual.

RECOMMENDATION: Adopt **Resolution No. 1291** to adopt Chapter 3 of the City Council Procedures Manual developed through the City Council Procedures Committee.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended.

(MacDonald/Ramirez) Ayes: MacDonald, Padilla, Perello, Andrade, Flynn and Ramirez. Absent Vega.

L. PUBLIC HEARINGSM. APPOINTMENT ITEMSN. REPORTSO. REPORT OF EXECUTIVE DIRECTORP. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTSQ. PUBLIC COMMENTS ON REPORTSCITY COUNCIL

At 10:16 p.m., the joint meeting with the City Council concluded.

R. ADJOURNMENT

At 10:16 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

May 17, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

May 24, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

June 7, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

DRAFT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: June 28, 2016

TO: City Council

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

FROM: Greg Nyhoff, City Manager

SUBJECT: Agreements for City Council Review

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

RECOMMENDATION:

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

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

Agreements for City Council Review
June 28, 2016
Page 2

ATTACHMENTS:

Attachment A - City Manager Contract List

City Manager Contract List for 06/28/2016

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

A Consulting Services Agreement for Ongoing Liability Claims Management.

Vendor:	York Insurance Services Group	Amount to be Approved:	\$195,000
Type:	Original Agreement	Current FY Amount:	\$195,000
Agreement No.:	7494-16-FN	Total Contract Amount:	\$195,000
Amendment No.:	N/A	Funding Source:	Public Liability Fund
Purchase Order No.:		Vendor Selection Process:	Request for Proposals (RFP)
Begin Date:	07/01/2016	# of Bids/Proposals/Quotes:	5
End Date:	06/30/2017	Project Manager:	Dave Millican
Term:	1 year	Department:	Finance Department
		Telephone:	385-7472
		Email:	rena.bassett@oxnard.org

Purpose: Staff is requesting authorization to enter into an agreement with York Insurance Services Group, Inc., to provide ongoing liability claims management including investigative, adjustment, administrative and legal support services.

In April 2016, a Request for Proposal (RFP) was issued and advertised on the City's website and VIDA newspaper. The City received a total of five (5) proposals and based on the criteria identified in the RFP, York Insurance Services Group, Inc., was selected as most qualified to perform the work. The terms of the agreement is from July 1, 2016 to June 30, 2017.

B Trees Reduction and Thinning of Crown in Five Parks

Vendor:	West Coast Arborists, Inc.	Amount to be Approved:	\$246,255
Type:	Original Agreement	Current FY Amount:	\$246,255
Agreement No.:	7517-16-CM	Total Contract Amount:	\$246,255
Amendment No.:	N/A	Funding Source:	General Fund
Purchase Order No.:	5670	Vendor Selection Process:	Negotiated Contract
Begin Date:	11/23/2015	# of Bids/Proposals/Quotes:	N/A
End Date:	06/30/2019	Project Manager:	Dan Rydberg
Term:	3 years, 7 months	Department:	Public Works - Maintenance Services
		Telephone:	207-2423
		Email:	leo.ovalle@oxnard.org

Purpose: On November 23, 2015, West Coast Arborists, Inc., was hired pursuant to the City's Purchasing Policies to provide tree maintenance for the City. Subsequently, the scope of service increased and staff is requesting authorization to enter into an agreement with West Coast Arborists, Inc. in a not-to-exceed amount of \$246,255. This contract is for over a three year period. The City of Glendale has gone through the process of finding the lowest responsible bidder and the City of Oxnard is piggy-backing on the City of Glendale agreement with West Coast Arborists, Inc.

City Manager Contract List for 06/28/2016

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

C Purchase engineered wood fiber for various parks playgrounds

Vendor:
Type:
Agreement No.:
Amendment No.:
Purchase Order No.:
Begin Date:
End Date:
Term:

Artesia Sawdust Products, Inc.
Purchase Order
N/A
N/A
5882
06/28/2016
12/27/2016
6 months

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

\$99,173
\$99,173
\$99,173
General Fund
Informal Bids
3
Dan Rydberg
Public Works - Maintenance Services
207-0318
gene.gonzales@oxnard.org

Purpose:

Staff is requesting authorization to purchase engineered wood fiber materials for various City park playgrounds needing resurfacing. Maintenance Services/Parks has to replenish the fiber every two years because the fiber tends to break down and becomes a safety hazard. This engineered wood fiber meets impact absorption standard and provides for wheelchair access. Pursuant to City's Purchasing Policies, three solicited bids were obtained. Artesia Sawdust was selected as the lowest responsible bidder.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 3

DATE: June 28, 2016

TO: City Council

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

FROM: Mike More, Financial Svcs Mgr

SUBJECT: Second Amendment to Lease - Western Federal Credit Union

CONTACT: Mike More, Finance
Mike.More@oxnard.org, 385-7480

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Second Amendment to Rental Agreement No.5104-10-DS with Western Federal Credit Union for an additional 3-year term for occupancy of 1,065 square feet of the City Hall East Wing at 305 West Third Street Oxnard, CA 93030.

BACKGROUND

Western Federal Credit Union (“WCFU”) has leased 1,065 square feet of the City Hall East Wing at 305 West Third Street since May 19, 2010. WCFU is a successor to the City of Oxnard Employee Federal Credit Union, which provides various financial services to City employees and other credit union members. WFCU is one of the nation's leading credit unions, with more than \$2.0 billion in assets and over 186,000 account holders across the country. Membership to WFCU is open to any resident of the City of Oxnard.

WCFU currently pays a rental rate of \$1,264.47 per month (\$15,173.64/year). Pursuant to the terms of the lease, the rent is adjusted each June by a percentage equal to the percentage change in the Los Angeles/Riverside/Orange Co. CA Consumer Price Index (“CPI”) not to exceed 2% per year. The most recent change in the CPI as of the date of this report is 1.35%; therefore, the new rental rate as of June 4, 2016 is estimated at \$1,281.53/month (\$1.20 per square foot). There are comparable office rentals that were noted in the general area to be available at a range of

Second Amendment to Lease - Western Federal Credit Union

June 28, 2016

Page 2

\$1.10/sf to \$1.35/sf. Therefore, staff considers the existing rate to be reasonable in addition to WFCU providing a valuable service to the City, its employees, and residents.

FINANCIAL IMPACT

Revenue in the amount of \$15,378.36 will be deposited to the General Fund over the next 12 months. As referenced above, this amount will be increased by CPI in each of the remaining two years of the lease.

ATTACHMENTS:

Attachment A: Western Federal Credit Union Rental Agreement

Attachment B: 1st Amendment to Western Federal Credit Union Rental Agreement

Attachment C: 2nd Amendment to Western Federal Credit Union Rental Agreement

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into this 19th day of May, 2010, by and between the City of Oxnard ("City") and Western Federal Credit Union ("Western Federal").

WHEREAS, the City owns approximately 1,065 square feet of office space in a public building, located at 305 West Third Street in Oxnard, California ("Property") diagramed on the attached site plan; and

WHEREAS, the City wishes to enter into an Agreement to enter and use the property for the purpose of providing credit union services to the members of Western Federal Credit Union ("Activity"); and

WHEREAS, Western Federal desires to use the Property for the above stated Activity during its regular business hours; and

WHEREAS, Western Federal desires to have exclusive access the Property (except for City's access rights as provided herein); and

WHEREAS, the City desires to make the Property available to Western Federal to conduct the Activity.

NOW, THEREFORE, the City and Western Federal agree:

1. Agreement Terms.
 - A. Subject to the conditions contained in this Agreement, the City grants to Western Federal possession of the Property to conduct the Activity on the Property and no other activities.
 - B. Western Federal shall conduct the Activity only on the days and at the times as described herein above.
 - C. The fee for this Agreement is \$1,171.50 monthly, receipt of which is acknowledged. The fee will pay for services provided by the City, including facilities maintenance, custodial services, and utilities.
 - D. City shall during regular business hours and upon reasonable notice maintain the right to enter the Property for purposes of inspection, as well as carrying out all City's functions as a public agency and determining compliance with this Agreement. City may also enter the premises at any time in the event of public emergency or threat to the security of the Property or City facilities in which it is located.

2. Maintenance.

A. In consideration for this Agreement, Western Federal shall at all times:

- (1) Maintain the Property free of litter, trash and other debris; provide maintenance to keep the Property in a first class condition in accordance with standards for carrying on business such as that in which Western Federal is engaged.
- (2) Cooperate with the City staff as requested.
- (3) Conduct the Activity in a safe, sane and reasonable manner so as not to cause injury to persons or property; comply with all federal, state, and local laws.
- (4) Return the Property in as good a condition as when the Agreement commenced.

3. Term of Agreement.

The term of this Agreement shall begin on June 3, 2010, and shall terminate on June 3, 2013, unless extended or terminated as provided for herein.

4. Termination/Extension.

- A. This Agreement may be terminated by the City Manager or designee ("Manager"), with or without cause, by providing notification to Western Federal in writing at least 180 days prior the effective date of the termination.
- B. This Agreement may be terminated by Western Federal, with or without cause, by providing notification to the City Manager in writing at least 180 days prior to the effective date of the termination.

5. Permits, Licenses and Certificates.

Western Federal, at Western Federal's expense, shall obtain and maintain during the term of this Agreement, all permits, licenses and certificates required in connection with the conduct of the Activity.

6. Indemnity by Western Federal.

- A. Western Federal agrees to indemnify, hold harmless and defend the City, the City Council, and each member thereof, and every officer, employee, representative or agent of the 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 Western Federal or its agents, employees, or other persons acting on Western Federal'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 Western Federal or its agents, employees or other persons acting on Western Federal's behalf would be held strictly liable.

- B. Western Federal'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 Western Federal is obligated to indemnify and hold harmless.

7. Insurance.

- A. Western Federal shall obtain and maintain during the term of this Agreement the insurance coverages as specified in Exhibit INS-N, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Western Federal obtain and maintain such insurance coverages.
- B. Western Federal shall, prior to use of the Property, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-N. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-N.

8. Governing Law.

The construction and interpretation of this Agreement and the right and duties of the City and Western Federal hereunder shall be governed by the laws of the State of California.

9. Compliance with laws.

Western Federal shall comply with all State, federal, and local laws, rules and regulations, now or hereafter in force, pertaining to Western Federal's use of the Property.

10. Notices.

- A. Any notices to the City may be delivered by mail addressed to:
City of Oxnard
214 South C St.
Oxnard, CA, 93030

Attn: Matthew Winegar, Development Services Director.

- B. Any notice to Western Federal may be delivered by mail addressed to:
Western Federal Credit Union
14500 Aviation Blvd.
Hawthorne, CA 90250
Attn: EVP, Administration

11. Assignment.

Western Federal may not delegate its rights or duties under this Agreement without the written consent of the Manager, which consent may not be unreasonably withheld for any reason.

12. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the City and Western Federal, for the benefit of the Property.

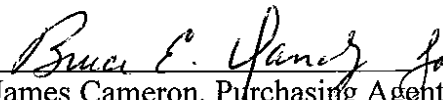
13. Amendment.

This Agreement may be reviewed or amended at any time. Any amendments to this Agreement shall become effective only when agreed to in writing by both the Manager and Western Federal.

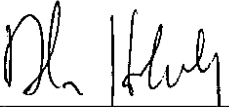
14. Entire agreement.

This Agreement constitutes the entire agreement of the City and Western Federal regarding the subject matter hereof and supercedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD


James Cameron, Purchasing Agent

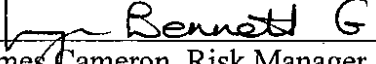
APPROVED AS TO FORM:

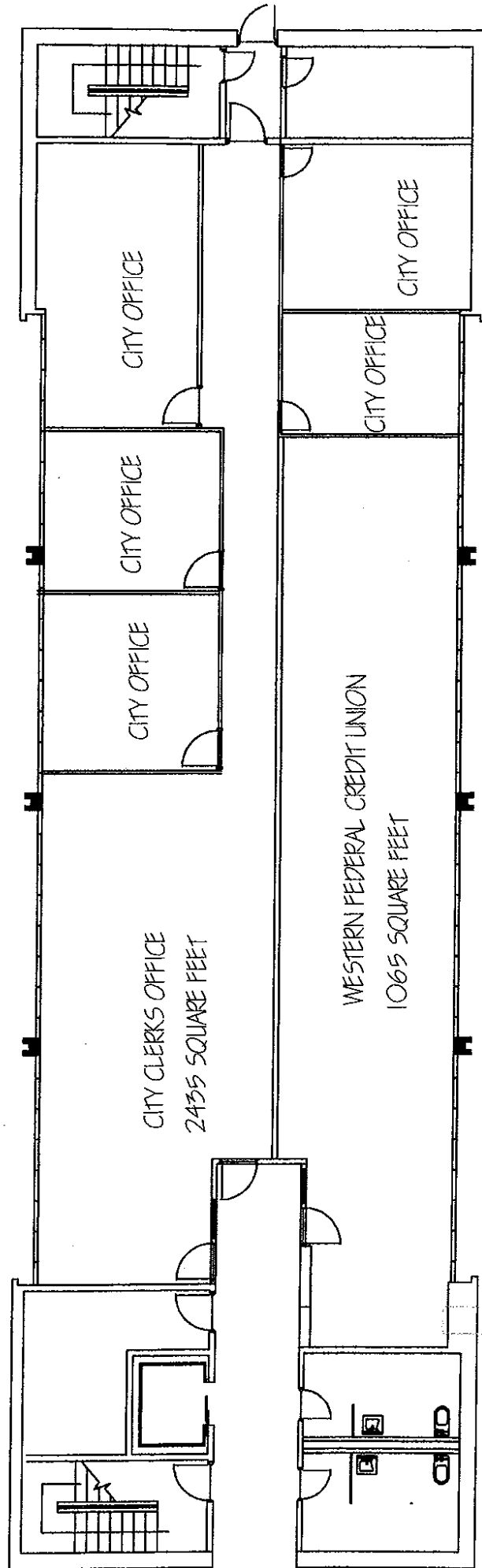

Alan Holmberg, City Attorney

WESTERN FEDERAL CREDIT UNION

by: 
its: EVP, Admin.

APPROVED AS TO INSURANCE:


James Cameron, Risk Manager



1ST FLOOR EAST WING CIVIC CENTER
305 WEST THIRD STREET, OXNARD CA 93030

**INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS
(WITHOUT AUTOMOBILE LIABILITY REQUIREMENT)**

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

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

b. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

c. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

2. Lessee shall, prior to occupation of the premises, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-N. 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 occupation of the premises. 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. 5104-10-DS
300 West Third Street, Suite 302
Oxnard, California 93030

3. Lessee 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. Lessee 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 lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form attached to this Exhibit INS-N or substitute form containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 1/85 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 lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Endorsement Forms

Original endorsement is required for commercial general 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-N.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.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER **ASPECIFY 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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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. 5104-10-DS

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____**CLAIMS:** Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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

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:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG 0001.

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. 5104-10-DS

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 _____

Agreement No. 5104-10-DS

FIRST AMENDMENT TO RENTAL AGREEMENT

This First Amendment ("First Amendment") to the Rental Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 21st day of March, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Western Federal Credit Union ("Western Federal"). This First Amendment amends the Agreement entered into on May 19, 2010, by City and Western Federal.

City and Western Federal agree as follows:

1. Subsection C of section 1 of the Agreement is amended as follows:
 - a. The figure "\$1,171.50" is replaced with the figure "\$1,241.79".
 - b. The following sentence is added to the end of subsection C: "On June 3, 2014, and every twelve (12) months thereafter, the fee will be adjusted by a percentage equal to the percentage change in the Los Angeles/Riverside/Orange Co. CA Consumer Price Index ("CPI") not to exceed two percent (2%) per year."
2. In section 3 of the Agreement, the date "June 3, 2013" shall be deleted and replaced with the date "June 3, 2016".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD



Karen Burnham, Interim City Manager

WESTERN FEDERAL CREDIT UNION



Gary J. Keleher, EVP, Administration

ATTEST:



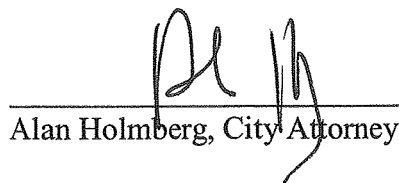
Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:



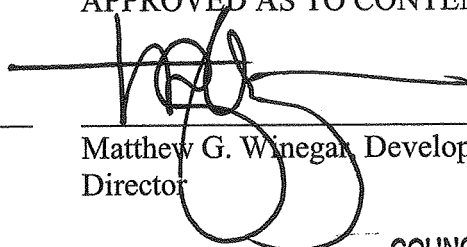
James Cameron, Risk Manager

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:



Matthew G. Winegar, Development Services Director

COUNCIL APPROVAL
DATE 5-15-13 AGENDA 7-2

Agreement No. 5104-10-DS**SECOND AMENDMENT TO RENTAL AGREEMENT**

This Second Amendment ("Second Amendment") to the Rental Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 26th day of April, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Western Federal Credit Union ("Western Federal"). This Second Amendment amends the Agreement entered into on May 19, 2010, by City and Western Federal. The Agreement previously has been amended on March 21st, 2013.

City and Western Federal agree as follows:

1. Subsection C of Section 1 of the Agreement is amended as follows.
 - a. The figure "1,241.79" is replaced with the figure "1,281.53".
2. Section 3 of the Agreement, the date "June 3, 2016" shall be deleted and replaced with the date "June 3, 2019".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Western Federal Credit Union

Tim Flynn, Mayor

Scott Johnson, Chief Information Officer

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Maria Hurtado, Interim Chief Financial Officer

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Rena Bassett, Project Manager

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: June 28, 2016

TO: City Council

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

FROM: Daniel Martinez, City Clerk

SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute an agreement (A- 7896) with Vida Newspaper for the publication of legal notices and legal advertisements for fiscal year (FY) 2016-17.

DISCUSSION

1. Background

Each year, the City Council must select a newspaper of general circulation in which the public can find all legal advertisements. A Request for Proposals (RFP) was emailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and legal advertisements. These newspapers included the Ventura County Star, Ventura County Reporter, Tri-County Sentry Newspaper and Vida Newspaper. Responses were received from Ventura County Star, Reporter and Vida Newspapers.

The City Clerk's Office coordinated a selection committee consisting of representatives from the City Clerk's Office, Finance Department, Public Works Department, Public Information Division (City Manager's Office), Planning Division and Environmental Services Division. After reviewing the responses to the RFP, the selection committee recommends that the City Council award the agreement for publication of legal notices and legal advertisements to Vida Newspaper.

Agreement for Publication of Legal Notices and Legal Advertisements

June 28, 2016

Page 2

2. Proposal

The Vida Newspaper responded to the RFP in which it met or exceeded the minimum criteria set forth in the RFPs which are:

- 1) **Compliance with State Requirements.** State law requires publication of legal notices in a “newspaper of general circulation.” The Vida Newspaper met this requirement.
- 2) **Circulation and Area Coverage.** The Vida Newspaper is a weekly newspaper with a large readership in the Oxnard area.
- 3) **Frequency of Publication.** The Vida Newspaper is a weekly newspaper available on Thursdays.
- 4) **Flexibility of Submittal and Publication Timelines.** The Vida Newspaper normally requires advertisement submission of one day prior to legal publication.
- 5) **Cost.** The Vida Newspaper proposes a cost of \$ 10.50 per inch for legal (classified) notices and \$10.50 per inch for legal (display) advertisements.
- 6) **Availability of Information.** The Vida Newspaper provides the newspaper to the public at “no” cost and the legal notice is also available on the web site at “no” cost.

3. Findings

Staff recommends that the City Council select the Vida Newspaper for the publication of legal notices and legal advertisements. Staff recommends not mandating publishing all legal advertisements in more than one newspaper due to increased legal publication costs. Finally, staff recommends the continuing practice of a department or division placing legal notices or legal advertisements in more than one newspaper if there is a legal requirement or great public interest regarding the item.

FINANCIAL IMPACT

Each department is responsible for its advertisement costs, which should be included in the FY 2016-17 budget.

ATTACHMENTS:

Agreement for Publication of Legal Notices and Legal Advertisements
June 28, 2016
Page 3

Attachment A - Agreement for Legal Notices and Legal Advertisements

A-7896

AGREEMENT FOR PUBLICATION OF LEGAL NOTICES AND LEGAL ADVERTISEMENTS

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of July, 2016 by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and Vida Newspaper ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

Whereas, Public Contract Code section 20169 requires that annually City contract for the publication of legal notices with a newspaper of general circulation within Oxnard; and

Whereas, Newspaper is a newspaper of general circulation within Oxnard; and

Whereas, City has advertised for bids for the publication of legal notices and legal advertisements and Newspaper has submitted a bid and been awarded the right to enter into this Agreement.

Now, therefore, City and Newspaper agree:

1. Scope of Services:

- a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing and adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.
- b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.
- c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee

requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance: Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.
3. Correction of Errors: Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.
4. Principal in Charge: Newspaper designates Manuel Munoz as principal in charge and person responsible for necessary coordination with Clerk.
5. Time for Performance: Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least one day prior or one day prior to a holiday to the first date of publication.
6. Term of Agreement: This Agreement shall begin on July 1, 2016, and shall expire on June 30, 2017.
7. Termination: City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.
8. Compensation:
 - a. City shall pay Newspaper for the services of publishing legal notices at the rate of \$ 10.50 per inch for a publication in the Classified Section.
 - b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of \$ 10.50 per inch for publication in Display Section.
 - c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.
 - d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.
 - e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.

- f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment:

- a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.
- b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

10. Business License: Newspaper shall obtain and maintain during the term of this Agreement a City business license.

11. Insurance:

- a. Newspaper shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Newspaper obtain and maintain such insurance coverages.
- b. Newspaper 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 proper insurance coverages by Newspaper is a material element of this Agreement. Newspaper's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

12. Independent Contractor:

- a. In the performance of the services, Newspaper shall be, and is, an independent contractor, and Newspaper and its employees are not employees of City. Newspaper has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Newspaper.
- b. Newspaper shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Newspaper'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.
- c. Newspaper acknowledges that Newspaper and Newspaper's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, annual leave, holiday leave, compensatory leave, Public Employees

Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

13. Assignability of Agreement: This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.
14. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.
15. Fair Employment Practices:
 - a. Newspaper agrees that all persons employed by Newspaper shall be treated equally by Newspaper without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.
 - b. Newspaper agrees that during the performance of this Agreement, Newspaper and any other parties with whom Newspaper may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law.
 - c. Newspaper agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
 - d. Newspaper shall provide City staff with access to and, upon request by Clerk, provide copies to Clerk of all of Newspaper's records pertaining or relating to Newspaper's employment practices, to the extent such records are not confidential or privileged under State or federal law.
16. Force Majeure: Neither City nor Newspaper 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.
17. Time of Essence: Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

18. Compliance with Laws: Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.
19. Notices:
- Any notices to Newspaper may be delivered personally or by mail addressed Attention:
Manuel Munoz
130 Palm Drive, Oxnard CA 93030
 - Any notices to City may be delivered personally or by mail addressed to:
Daniel Martinez, City Clerk, 300 West Third Street, 4th Floor, Oxnard, California 93030.
20. Amendment: 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 Clerk and Newspaper.
21. Entire Agreement: This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Tim Flynn
Mayor

NEWSPAPER

Manuel Munoz
Director

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen Fischer, City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/22/2016												
PRODUCER DOLBY-SPEED INSURANCE 1000 Town Center Dr #100 Oxnard, CA 93036 (805) 988-9850		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.												
INSURED Vida Newspaper Attn Manuel Monoz 130 Palm Oxnard, CA 93030		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURERS AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Farmers Insurance</td> <td>21660</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Farmers Insurance	21660	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #													
INSURER A: Farmers Insurance	21660													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

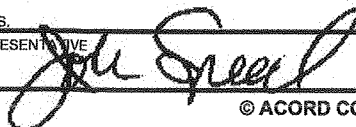
INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	A0925 61 14	10/10/2015	10/10/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUS - TORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATUS - TORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATUS - TORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 1,000,000													
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Newspaper

CERTIFICATE HOLDER
 City of Oxnard
 Risk Manager
 300 West Third Street, Suite 302
 Oxnard, Ca 93030
CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

VIDAN-2

O.1.a

DATE (MM/DD/YYYY)

06/22/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Walterry Insurance Brokers 7411 Old Branch Avenue Clinton, MD 20735 National Newspaper Association	CONTACT NAME: William J. Coady AAI PHONE (A/C, No, Ext): 800-638-8791 E-MAIL ADDRESS: bcoady@walterry.com FAX (A/C, No): 301-868-2611
INSURED Manuel Munoz dba Vida Newspaper 130 Palm Dr Oxnard, CA 93030	INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company LTD INSURER B : Hartford Accident & Indemnity INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 11000 22357

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	X		42SBWBW9358	04/29/2016	04/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		42UEGJF1623	07/25/2016	07/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Business Owner			42SBWBW9358	04/29/2016	04/29/2017	BUILDING 360,400 PROPERTY 33,800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Oxnard is listed as an additional insured on the General Liability as required by contract with respects to the insureds operations per policy form SS 00 08 04 05

City of Oxnard is listed as an additional insured on the Automobile Liability per policy form CA 20 48 10 13

CERTIFICATE HOLDER

CANCELLATION

CITYOX1 City of Oxnard Attn Risk Manager 300 W Third Street Ste 302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: June 28, 2016

TO: City Council

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

FROM: Arturo Casillas, Housing Director

SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2017

CONTACT: Rhonda Hodge, Housing
rhonda.hodge@oxnard.org, 385-7889

RECOMMENDATION:

That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt a resolution approving and adopting the recommended \$17,353,320 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2017 and, 2) approve and authorize the use of \$143,999 of unrestricted cash/investments to fund the projected deficit.

BACKGROUND

This recommended budget pertains exclusively to the 1,825 Housing Choice Vouchers administered by the City of Oxnard Housing Authority ("OHA"). The recommended operating budget of \$17,353,320 is comprised of two parts, the housing assistance payments ("HAP") paid to landlords for subsidy of rental income and the administrative fees used to operate the administration of the Section 8 program. The HAP portion of the program is anticipated to be approximately \$15,373,683 for rental subsidies passed directly through the OHA from the Department of Housing and Urban Development ("HUD") to the private landlords in the community. Rental subsidies are designated by HUD as Housing Assistance Payments ("HAP"). The administrative operations are estimated to be approximately \$1,979,637, which is anticipated to result in a deficit of \$143,999.

The process of developing the budget is always difficult for several reasons. Congress and HUD allocate funding based upon a calendar year, as opposed to the Housing Authority fiscal year. Since the Congressional process for calendar year 2017 is unknown at this time, the 2016

Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2017

June 28, 2016

Page 2

funding methodology is used to estimate revenues for the entire fiscal year for budget purposes. Funding in 2016 continues to be at reduced levels. HAP funding is prorated by HUD to 99.6% of what the OHA is approved to receive while administrative funding is prorated by HUD to 80% of what the OHA is eligible to receive. This funding is based on the number of housing choice vouchers under contract. On occasion, HUD increases the amount of administrative funding, as it did during the current year to 84%, retroactively to the beginning of the current calendar year. The end result of the prorated reduced funding is that the Section 8 Program generally operates in a deficit each year, and has to draw on its Unrestricted Cash and Investment reserves each year to balance out.

The administration of the program will continue to prove difficult during the year with the diminishing resources available to run the program. Staff has been diligent over the years; however, with increasing staffing expenses and operational costs, a deficit position remains. Staff is working diligently to increase the number of units leased, which will increase the level of administrative funding available to administer the program.

The proposed administrative budget results in a deficit of \$143,999 and the HAP budget shows a breakeven position, although HUD keeps a HAP reserve for the OHA, which presently is approximately \$2 million.

The amount of deficit for the proposed budget is almost identical to last year's amount. However, the current budget has \$40,000 designated for repair and painting of the exterior of the Section 8 Program administrative building, located at 1470 Colonia Road.

FINANCIAL IMPACT

As of April 30, 2016, the Authority's Section 8 Unrestricted Cash and Investments were \$948,950, or 48% of annual operating costs. It is anticipated that the Housing Authority will require the use of approximately \$143,999 of these funds in fiscal year 2017.

ATTACHMENTS:

Attachment A - Sec 8 FY 17 budget resolution

Attachment B - FY17_S8 Budget Proposed_6-14-16

RESOLUTION NO. ____

RESOLUTION OF THE HOUSING AUTHORITY OF THE
CITY OF OXNARD APPROVING AND ADOPTING THE
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
OPERATING BUDGET FOR FISCAL YEAR 2017

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Section 8 Housing Choice Voucher Program Operating Budget of \$17,353,320 for the fiscal year 2017; and

WHEREAS, the budgeted expenditures are necessary for the efficient and economical operation of the Authority for the purpose of serving low-income families; and

WHEREAS, the budget for the fiscal year 2017 indicates a source of funding adequate to cover all proposed expenditures; and

WHEREAS, the budgeted expenditures will be consistent with the provisions of law and the Annual Contribution Contract; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires the Authority to certify that no Authority employee is serving in a variety of positions which will exceed a 100% allocation of his/her time.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard hereby resolves:

1. That the Section 8 Housing Choice Voucher Program Operating Budget (Operating Budget) for the fiscal year 2017 totaling \$17,353,320 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of his/her time.

[SIGNATURES ON FOLLOWING PAGE]

Fiscal Year 2017 Section 8 Budget
Resolution
Page 2

APPROVED AND ADOPTED this 21st day of June 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Stephen M. Fischer, General Counsel

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER
FY 2017 BUDGET - PROPOSED**

Period = Jul 2016-Jun 2017

Book = Accrual ; Tree = ysi_bf

		Total
2999-99-999	Revenue & Expenses	
3000-00-000	INCOME	
3400-00-000	GRANT INCOME	
3410-01-000	HAP Income	15,341,283.00
3410-02-000	Admin Fee Income	1,800,242.00
3499-00-000	TOTAL GRANT INCOME	17,141,525.00
3600-00-000	OTHER INCOME	
3610-00-000	Investment Income - Unrestricted	2,000.00
3640-00-000	Fraud Recovery-Adm Fee	32,400.00
3640-10-000	Fraud Recovery-HAP	32,400.00
3670-00-000	Misc Other Income	996.00
3699-00-000	TOTAL OTHER INCOME	67,796.00
3999-00-000	TOTAL INCOME	17,209,321.00
4000-00-000	EXPENSES	
4100-00-000	ADMINISTRATIVE	
4100-99-000	Administrative Salaries	
4110-00-000	Administrative Salaries	991,727.00
4110-04-000	Employee Benefit Contribution-Admin	592,595.00
4110-99-000	Total Administrative Salaries	1,584,322.00
4139-00-000	Other Admin Expenses	
4140-00-000	Staff Training	4,000.00
4150-00-000	Travel	6,000.00
4171-00-000	Auditing Fees	28,004.00
4172-00-000	Port Out Admin Fee Paid	20,892.00
4182-00-000	Consultants	780.00
4189-00-000	Total Other Admin Expenses	59,676.00
4190-00-000	Miscellaneous Admin Expenses	
4190-01-000	Membership and Fees	2,592.00
4190-02-000	Publications	480.00
4190-03-000	Advertising	1,272.00
4190-04-000	Office Supplies	5,868.00
4190-05-000	Fuel-Administrative	1,680.00
4190-06-000	City Overhead	66,216.00
4190-07-000	Telephone	15,912.00
4190-08-000	Postage	17,004.00

FY 2017 BUDGET - PROPOSED

Period = Jul 2016-Jun 2017

Book = Accrual ; Tree = ysi_bf

		Total
4190-09-000	Paper	2,964.00
4190-10-000	Copiers	7,621.00
4190-11-000	Printer Supplies/Services	4,644.00
4190-12-000	Misc Computer Equipment	1,620.00
4190-13-000	Internet	1,896.00
4190-14-000	Software Fees	26,252.00
4190-15-000	Cell Phones/Pagers	1,896.00
4190-18-000	Small Office Equipment	2,976.00
4190-20-000	Bank Fees	3,240.00
4190-22-000	Other Misc Admin Expenses	816.00
4190-23-000	Storage	8,328.00
4191-00-000	Total Miscellaneous Admin Expenses	173,277.00
4199-00-000	TOTAL ADMINISTRATIVE EXPENSES	1,817,275.00
4300-00-000	UTILITIES	
4310-00-000	Water	456.00
4320-00-000	Electricity	11,820.00
4330-00-000	Gas	516.00
4340-00-000	Garbage/Trash Removal	780.00
4390-00-000	Sewer	279.00
4399-00-000	TOTAL UTILITY EXPENSES	13,851.00
4400-00-000	MAINTENANCE AND OPERATIONS	
4400-99-000	General Maint Expense	
4410-01-000	Maintenance Labor-Grounds	4,919.00
4410-06-000	Employee Benefits Contribution-Maint.	2,192.00
4411-00-000	Maintenance Uniforms	264.00
4413-00-000	Vehicle Gas, Oil, Grease	72.00
4419-00-000	Total General Maint Expense	7,447.00
4420-00-000	Materials	
4420-01-000	Supplies-Paint	36.00
4420-02-000	Supplies-Grounds	276.00
4420-03-000	Supplies-Appliance	72.00
4420-04-000	Supplies-Plumbing	480.00
4420-05-000	Supplies-Electrical	264.00
4420-06-000	Supplies-Building Repairs	492.00
4420-08-000	Supplies-Locks	84.00
4420-09-000	Supplies-Janitorial/Cleaning	2,508.00
4420-10-000	Supplies-Safety	864.00
4420-11-000	Tools and Equipment	48.00
4420-12-000	Grounds Tools and Equipment	36.00
4429-00-000	Total Materials	5,160.00

FY 2017 BUDGET - PROPOSED

Period = Jul 2016-Jun 2017

Book = Accrual ; Tree = ysi_bf

		Total
4430-00-000	Contract Costs	
4430-01-000	Contract-Fire Alarm/Extinguisher	108.00
4430-02-000	Contract-Appliance Repair	36.00
4430-03-000	Contract-Building Repairs-Misc FFS	3,708.00
4430-06-000	Contract-Electrical	456.00
4430-08-000	Contract-Floor Covering	252.00
4430-10-000	Contract-Janitorial/Cleaning	6,000.00
4430-11-000	Contract-Plumbing	1,752.00
4430-13-000	Contract-HVAC	1,248.00
4430-14-000	Contract-Vehicle Maintenance	1,224.00
4430-15-000	Contract-Equipment Rental	1,176.00
4430-18-000	Contract-Alarm Monitoring	2,208.00
4430-19-000	Contract-Tree Trimming	216.00
4430-24-000	Contract-Inspections	36,000.00
4439-00-000	Total Contract Costs	54,384.00
4499-00-000	TOTAL MAINTENANCE EXPENSE	66,991.00
4500-00-000	GENERAL EXPENSES	
4510-00-000	WC Insurance	16,908.00
4510-10-000	Auto Insurance	1,128.00
4510-11-000	Property Insurance	1,140.00
4510-12-000	General Liability Insurance	6,504.00
4510-13-000	Fidelity	96.00
4510-14-000	City-Umbrella Policy	14,832.00
4510-15-000	Broker Fees	912.00
4599-00-000	TOTAL GENERAL EXPENSES	41,520.00
4610-00-000	Asset Purchases	40,000.00
4699-00-000	NON OPERATING EXPENSE	40,000.00
4700-00-000	HOUSING ASSISTANCE PAYMENTS	
4715-00-000	Housing Assistance Payments	15,166,720.00
4715-01-000	Tenant Utility Payments	14,315.00
4715-02-000	Portable Out HAP Payments	133,221.00
4715-03-000	FSS Escrow Payments	59,427.00
4799-00-000	TOTAL HOUSING ASSISTANCE PAYMENTS	15,373,683.00
8000-00-000	TOTAL EXPENSES	17,353,320.00
9000-00-000	NET INCOME	-143,999.00



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: June 28, 2016

TO: City Council

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

FROM: Arturo Casillas, Housing Director

SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2017

CONTACT: Rhonda Hodge, Housing
rhonda.hodge@oxnard.org, 385-7889

RECOMMENDATION:

That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt a resolution approving and adopting the recommended \$7,574,053 operating budget for the Low Rent Public Housing program (“LRPH”) for fiscal year 2017, as presented for each project area and, 2) approve and authorize the use of \$420,204 of unrestricted cash/investments to fund the projected deficit.

BACKGROUND

This recommended budget pertains exclusively to the 666 units of LRPH owned and operated by the City of Oxnard Housing Authority (“OHA”). The recommended operating budget for all projects and the Central Office Cost Center (“COCC”) is \$7,574,053. The operating budgets, if adopted as recommended, would result in a collective \$181,611 deficit. This deficit consists of projected \$420,204 shortfall in the COCC minus the residual receipts of the Public Housing projects totaling \$238,593. However, residual receipts from other project areas that had surplus income cannot be used to fund COCC deficits.

The public housing program will continue to operate under HUD asset management regulations in fiscal year 2017 whereby each public housing project, as determined in previous years (i.e. 31-1 Colonia Village, 31-4 Pleasant Valley Village, etc.), is funded and budgeted for independently, as is the Central Office Cost Center (“COCC”), which operates on a “fee for service” basis,

Low Rent Public Housing Budget for Fiscal Year 2017

June 28, 2016

Page 2

which is guided by HUD regulation, with fees paid to the COCC by each housing project. Housing projects, such as the senior buildings (Palm and Plaza Vista), that do not generate sufficient rent revenues and HUD operating subsidy to cover operations, are further subsidized to a limited extent by the OHA's Capital Fund.

The Low Rent Public Housing program ("LRPH") is funded primarily with two sources of income: tenant rental income and operating subsidy from the U.S. Department of Housing and Urban Development ("HUD"). The amount of operating subsidy received is based upon a HUD determined formula, which considers the estimated costs to run each Public Housing development and reduces that by the amount of tenant rental income received by each development. So, as tenant rental income goes up, operating subsidy decreases and vice versa. An additional consideration in estimating the amount of operating subsidy each development may receive is based on the level of funding appropriated by Congress each year for the overall program. Operating subsidy for each year is appropriated on a calendar year basis. HUD subsidy for 2016 is estimated to be prorated at 89.73% of eligibility. Subsidy for 2017 is unknown as no federal budget has been adopted. For purposes of the proposed project budgets, the proration of funding is estimated to be 85%; and we are projecting a decrease of approximately \$227,501 in operating subsidies, offset by an increase in tenant rent of \$134,628. Staff continues to work diligently to maximize tenant rent through timely turnover of units, rent ranging and placing tenants in properly sized units.

The COCC operates on revenue generated from the projects including a management fee, a bookkeeping fee, and an asset management fee, as determined by HUD guidelines and regulations. Under the fee-for-service system certain specialized services are provided to the projects by the COCC or maintenance division, where having a dedicated staff to each project is not practical. Services are charged only as they are used (i.e. higher level carpentry, electrical, plumbing, etc.). Since these fees are classified as expenses to the projects and income to the COCC, on audited financial statements the income and expense for these items is zeroed out so as not to be double counted. On this budget document, however, they are shown both places to clearly present the entire budget for each project and the COCC.

On the expense side, the majority of line items have increased from last year's budget, adjusted to bring the budget closer to anticipated actual expenses and based upon actual experience over the past three years. Expenses have increased due to higher salaries and benefits, higher utility costs, and an increase in materials for maintenance repairs. Staff will continue to closely monitor the budgets of all project areas and the COCC to try to achieve additional cost savings.

FINANCIAL IMPACT

As of April 30, 2016, the Authority's COCC Unrestricted Cash and Investments are \$1,616,940, or 83% of annual operating costs for the COCC. The net financial impact of this action is that the COCC Cash and Investments fund will be reduced by \$420,204, leaving a remaining balance of \$1,196,736.