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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street
October 4, 2016
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: Oxnard City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of the California Law Enforcement Challenge Award by Chief Maples from the California Highway Patrol Coastal Division to the Oxnard Police Department.

2. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2016 as "Domestic Violence Awareness Month".

3. SUBJECT: Swearing in of New Police Chief Scott Whitney.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be

referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: City Council Minutes of June 21 and 28, July 12, 19 and 26, 2016. Special Council Minutes of July 11 and 27, 2016.
RECOMMENDATION: Approve City Council Minutes of June 21 and 28, July 12, 19 and 26, 2016 and Special Council Minutes of July 11 and 27, 2016.
Legislative Body: CC 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.

Dr. Frank Benest for Citywide organizational development training ($29,458).
Central Coast Engineering for repairs to asphalt pavement at the Transit Center ($513).
Quinn Company for purchase of forklift truck for Environmental Services ($27,029).
Earth Systems, Inc., for geotechnical testing and observation services ($30,210).

A complete explanation of the agreements and funding sources are attached.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Cultural and Community Service Department

3. SUBJECT: Recognize Revenue and Appropriate Funds for the Retired and Senior Volunteer Program (RSVP) One-Time-Only Award, Fiscal Year 2016/2017
RECOMMENDATION: That City Council: 1) Approve a budget appropriation recognizing grant revenue in the amount of $3,500 and provide a transfer of matching funds in the amount of $1,500 for the Retired and Senior Volunteer Program grant augmentation; and 2) Authorize the City Manager or designee to execute grant agreements; and the Chief Financial Officer or designee to submit financial reports and grant claims.
Legislative Body: CC Contact: Ingrid Hardy Phone: 385-7993

Information Technology Department

4. SUBJECT: Approve Agreement for Google Apps for Government License
RECOMMENDATION: That City Council approve and authorize the City Manager to enter into Agreement No. A-7916 with Dito, LLC in the amount of $204,850 for the City's upgrade of its current Google Apps for Government licenses to Google Apps Unlimited.
Legislative Body: CC Contact: Keith Brooks Phone: 385-7597

Public Works Department

5. SUBJECT: Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of Ventura, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program
RECOMMENDATION: That City Council:

Approve and authorize the Mayor to execute a Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, City of Ventura, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program (Agreement No. A-7917) for a five year term in an annual amount of $32,026.48 for a total contract amount not to exceed $160,132.40.

Authorize a contingency of 5 percent annually and authorize the City Manager to make any amendments to this contract going forward up to the total value of the contract ($32,026.48) per year with a reasonable increase in each year (5%).
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

L. PUBLIC HEARINGS

M. APPPOINTMENT ITEMS

N. REPORTS

Housing Department

1. SUBJECT: Report on Homeless Shelter Efforts (15/30/30)

RECOMMENDATION: That the City Council: 1) Accept the report on "Feasible Alternatives to the National Guard Armory Winter Shelter for this Winter and Long Term Solutions Beyond 2016,"; 2) Give direction to staff on short and long-term Winter shelter solutions for the homeless; and 3) Approve staff's recommendation to participate in a partnership with the City of Ventura, and other partners, to find a regional shelter solution for homeless for the 2016-2017 Winter.
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8094

Public Works Department

2. SUBJECT: Ventura Regional Sanitation District Biosolids Hauling and Disposal Agreement (Agreement No. A-7887) (5/5/5)
RECOMMENDATION: That City Council approve and authorize the Mayor to execute an agreement with Ventura Regional Sanitation District (VRSD) for biosolids hauling and disposal (Agreement No. A-7887) in an estimated amount of $1,500,000 per year, with a termination date of June 30, 2018.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

3. SUBJECT: Second Amendment to Agreement No. A-7590 with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management Services (5/5/2)
RECOMMENDATION: That City Council approve the Second Amendment between the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services, Inc. in an amount not-to-exceed $80,000 for a total contract amount of $320,000 to provide proper disposal of non-recyclable and Class II household hazardous waste program drop-off services, and extending the term from June 30 2016 to October 4, 2017.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

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

P. 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

R. ADJOURNMENT

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 1

DATE: October 4, 2016

TO: City Council

FROM: Daniel Martinez
City Clerk

SUBJECT: City Council Minutes of June 21 and 28, July 12, 19 and 26, 2016. Special Council Minutes of July 11 and 27, 2016.

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

RECOMMENDATION:

Approve City Council Minutes of June 21 and 28, July 12, 19 and 26, 2016 and Special Council Minutes of July 11 and 27, 2016.

STRATEGIC PRIORITIES

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A cc160621

Attachment B cc160628

Attachment C cc160712

Attachment D cc160719

Attachment E cc160726

Attachment F cc160711.spc

Attachment G cc160727.spc

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 21, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:39 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Dave Millican, Special Financial Counsel; Jeri Williams, Police Chief; Ashley Golden, Development Services Director; Daniel Rydberg, Utilities Director; Michael Henderson, General Services Manager and Michael More, Financial Resources Manager.

E. APPOINTMENT ITEM

1. SUBJECT: Comprehensive Annual Financial Report for Fiscal Year 2014-2015.
RECOMMENDATION: Receive, consider and file the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2015.
DISCUSSION: Don Ecker, Engagement Partner; Eden Casareno, Engagement Partner and Hong Nguyen, Senior Manager reviewed the results of the auditor's opinion and the process to produce "financial" opinions of general funds including information for the PAC, golf course and Measure "O" funds. Other major concerns discussed were staffing levels, training, accounting software, negatives fund balances and "low" fund balance of wastewater fund.

   The Special Financial Counsel reviewed fund balances, hiring of staff and future "financial" controls.

   Public comments received from: Jeff Donabedian, Aaron Starr and Phillip Molina.

   The City Council discussed: the process to get the audit completed, accounting of funds, possible recovery of funds, "financial" opinions found by auditors, bond information and "financial" recommendations.

   ACTION: Receive report and provided comments to staff.

DRAFT

RECESS

At 6:34 p.m., the City Council recessed and at 6:49 p.m., the City Council reconvened. The regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority.

ITEMS REMOVED FROM AGENDA

ACTION: Moved to continue (M-5) JAG FY 2016 Grant to June 28, 2016 (MacDonald/Ramirez) approved unanimously. The City also concurred to remove (N- 2) and (N-3) from the agenda.

F. CEREMONIAL CALENDAR

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Michael Gleason (community "role" models); Edward Castillo (Police incident); Alisa Rene (Oxnard Jazz Festival); Pete Placencia (Colonia boxing building); Jeff Donabedian (firefighters issues); Robert Chatenever (Seabridge CFD costs); Daniel Kalbacher (support of community "first responders"); Julie Miller (traffic signals, alcohol sales); Daniel Chavez (South Oxnard commercial activities); Pat Brown (community "financial" problems); Vera Vega (supporting Miguel Lopez for Mayor); Naninda Singh (selling of alcohol at Central Market, 200 South Ventura Road, Suite 250); Bob Herrera (dumping of trash in alleys); Phillip Molina (Carmen Override public records request); Steve Nash (recognition of City staff, petition letter/attending meeting); Al Velasquez (selling of alcohol at local market, meeting with neighborhood) and Aaron Starr (initiative calendar election item).

J. REVIEW OF INFORMATION/CONSENT AGENDA

Comment received from: Special Financial Counsel (L-1).

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment received from Al Velasquez (L-1).

L. INFORMATION CONSENT AGENDA

Finance Department

1 . SUBJECT: FY 2016-17 Property Tax Rate for Voter Approved Obligations
RECOMMENDATION: Adopt **Resolution No. 14,940** establishing the FY 16-17 tax rates on property in the City of Oxnard for the payment of voter-approved obligations.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Padilla/Ramirez)
Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

DRAFT

N. REPORTS

City Clerk Department

1. SUBJECT: Resolutions to Call November 8, 2016 Election, Ordering Submissions of a Ballot Measure for Extension of the Expiration of SOAR and Receive Certification of Sufficiency for Wastewater Initiative Petition.
RECOMMENDATION: 1) Adopt **Resolution No. 14,944**: calling and giving notice of a regular municipal election to be held on November 8, 2016, for the election of certain officers; consenting to and requesting election consolidation with the County of Ventura; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; 2) Adopt **Resolution No. 14,945** establishing rules to govern submission by candidates of candidate statements; 3) Adopt **Resolution No. 14,946** ordering the submission of a ballot measure to provide for extension of the expiration of the Save Open Space and Agricultural Resources (SOAR) ordinance from December 31, 2020, to December 31, 2030, ordering the submission of a ballot measure to provide for extension of the expiration of the SOAR ordinance from December 31, 2020, to December 31, 2050, and directing the City Attorney to prepare impartial analyses of both of these measures; and 4) Regarding the Wastewater Rate Repeal Initiative, take one of the following steps required by the Elections Code: a) Adopt an Ordinance, without alteration, at this meeting or within 10 days; b) Immediately order submission of the ordinance, without alteration, to the voters at the November 2016 election. To select this option, the Council needs to adopt **Resolution No. 14,947**, ordering the submission of a ballot measure to repeal the City's 2016 wastewater rates and directing the City Attorney to prepare an impartial analysis of the measure. Refer the proposed initiative to any City agency or agencies for a report; and c) If the City Council selects this option, the Council needs to specify what information it desires in that report and the date of the presentation of the report, which can be no later than Thursday, July 14, 2016.
DISCUSSION: The City Clerk provided information regarding "initiative" options to City Council and calling for November 8, 2016. The City Attorney reported corrections of Resolution(s)/Ordinance outlining SOAR election rules.

   Public comments received from Aaron Starr and Al Velasquez.

   The City Council discussed the proposed SOAR resolutions, the election process, the "wastewater" initiative and reasons for the "wastewater" rate increase.

   ACTION: Approved as recommended with the selection of option 4(b) (MacDonald/Perello). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

O. PUBLIC COMMENTS ON REPORTS

H. REPORT OF CITY MANAGER

I. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed the completion of financial audit and community activities including Juneteenth event and a local youth soccer team (Esportiko Academy Futbol Club) playing in a soccer tournament in Spain.

DRAFT

M. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Finance Department

1. SUBJECT: Levy of Fiscal Year 2016-2017 Assessments in Mandalay Beach Maintenance District.
   RECOMMENDATION: That City Council: 1) Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2016-2017 assessments for the Mandalay Beach Maintenance District; and 2) Adopt **Resolution No. 14,941** fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2016-2017.
   DISCUSSION: The Financial Resources Manager reviewed the special assessments and the future process.
   ACTION: Close the public hearing (MacDonald/Flynn) unanimously. Approved as recommended with combining future reports/hearing to save costs. (MacDonald/Ramirez) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

2. SUBJECT: Waterway Maintenance District Assessments - Fiscal Year 2016-2017.
   RECOMMENDATION: That City Council: 1) Hold a public hearing regarding proposed assessments for the Waterway Maintenance District for Fiscal Year 2016-2017, and 2) Adopt **Resolution No. 14,492** for Fiscal Year 2016-2017 fixing assessments for the Waterway Maintenance District.
   DISCUSSION: The Financial Resources Manager reviewed the proposed Waterway Maintenance District assessment.

   Public comment received from: George Miller.

   ACTION: Close the public hearing (Perello/Flynn) unanimously. Approved as recommended. (Padilla/Perello) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

3. SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for Fiscal Year 2016-2017 Within Landscape Maintenance Districts No. 1 through 3 and 7 through 60.
   RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2016-2017 assessments in Landscape Maintenance Districts No. 1-3 and 7-60, and; 2) Adopt **Resolution No. 14,943** approving the Landscaping and Lighting Assessment Districts Fiscal Year 2016-2017 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2016-2017 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.*

DRAFT

DISCUSSION: Pablo Perez, NSB, reviewed several issues including the new establishment of districts receiving different services by assessment budget, administrative costs, reserve funds, transfer of funds between districts, inspection of services, future hiring of new position, assessment of "past' surplus fees, this year's consultant costs and future "need" for supervision guidelines.

Public comments received from: Michael Gleason; Phil Molina; Julie Miller; Martin Kaplan; Lydia Kaplan; George Miller; Steve Nash and Al Velasquez.

The City Manager commented on the process to correct past management of assessment districts and having a "tree" trimming program.

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

DISCUSSION: The City Council discussed: the questions of individuals; "past" service provided; knowing when service should be received by the community, trimming of trees and knowing the desires of the landscape districts.

ACTION: Approved as recommended. (Ramirez/MacDonald) Ayes: Flynn, Ramirez, MacDonald and Padilla. Noes: Perello except District 13. Abstain: Perello only District 13.

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

City Manager Department

4. SUBJECT: FY 2016-2017 Operating and Capital Budget Public Hearing. (20/40)
RECOMMENDATION: That City Council and the Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2016-17 operating and capital budgets for the City of Oxnard and Oxnard Housing Authority.
DISCUSSION: The City Council discussed receiving "public comments" and continuing this Public Hearing to June 28, 2016.

ACTION: Moved to hear the public comments this evening and adjourn Public Hearing to June 28, 2016 (Ramirez/Padilla) Ayes: Flynn, Ramirez, MacDonald and Padilla. Noes: Perello.

DISCUSSION: Public comments received from: Michael Gleason; Julie Miller; Daniel Kalbacker; Daniel Chavez; Al Velasquez and George Miller.

ACTION: Moved to adjourn Public Hearing to June 28, 2016 (Ramirez/Flynn) unanimously.

HOUSING AUTHORITY

At 11:10 p.m. the joint meeting with the Housing Authority concluded.

DRAFT

Police Department

5. SUBJECT: JAG FY 2016 Grant.
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.
ACTION: Continue to June 28, 2016.

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:14 p.m. the City Council concurred to adjourn the meeting.

_____ _____

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 28, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:37 p.m., the regular meeting of the Oxnard City Council convened in the Council. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment was received from: Steve Nash.

C. CLOSED SESSION

At 4:41 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys in two cases. The title and case number of the litigation being discussed is: 1) 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) and 2) In the Matter of: Application of the Puente Power Project, (California Energy Commission Docket No. 15-AFC-01).

E. OPENING CEREMONIES

At 5:47 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Maria Hurtado, Assistant City Manager; Dave Millican, Special Financial Counsel, Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Ashley Golden, Development Services Director; Chris Williamson, Principal Planner; Kymberly Horner, Economic Development Director; Arturo Castillo, Housing Director and Ingrid Hardy, Cultural and Community Services Director.

D APPOINTMENT ITEM

F. CEREMONIAL CALENDAR

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Daniel Chavez (violence in the City); Michael Gleason (landscape districts); Cyndi Hookstra (labor issues); Jerry Shevick (business permits); Larry Sein (CAFR); Pete Placenia (boxing building); Eric Sonstegard (youth summer job program); Miguel Espinosa (clarification of legal policies); Julie Miller (use of social media); Daniel Kalbacher (service of the Fire Department); Dick Jaquez (NRG “power” plant project); Martin Jones (loss of wastewater plant); Geroge Sorkin (downtown development); Jesusita Buscianga (need to clean lots

at Saviers Rd & Cuesta de Mar); Sofia Vega (Southwinds Neighborhood issues parking, lights, parks); Jeff Donabedian (CAFR & financial documents); Cynthia Gonzalez (violence in the community); Pat Brown (City employees discussing salaries & benefits at Council meetings) and Miguel Lopez (public safety).

H. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

City Manager Department

1. SUBJECT: Public Hearing and Adoption of Fiscal Year 2016-17 Operating Budget.
RECOMMENDATION: 1) Hold a public hearing, continued from June 21, 2016, on the proposed Fiscal Year 2016/17 Operating Budget; 2) Adopt resolutions: (a) **Resolution No. 14,948** approving the City's Fiscal Year 2016-17 Operating Budget; (b) **Resolution No. 14,949** authorizing the Full-Time Equivalent (FTE) Positions effective July 1, 2016; (c) **Resolution No. 14,950** authorizing the Classification and Salary Schedule effective July 1, 2016; (d) **Resolution No. 14,951** approving the Appropriation Limit for Fiscal Year 2016-17; and (e) **Resolution No. 14,952** 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.
DISCUSSION: The City Manager reviewed the proposed budget including past budget, forecast budget, reserve policy, use of Measure "O" funds, use of General Fund funds; future budgets; community service "level" impacts; employee benefits; inflation; need for five-year Capital Improvement Plan; funds for re-investment into the community; "utilities" rates needed to cover "utilities" costs and compliance of bond covenants.

Public comments received from: Michael Gleason; Cyndi Hookstra; Larry Stein; Lydia Kaplan; Martin Kaplan; Leslie Luciani; Jim Lavery; Jeff Donabedian; Daniel Chavez; Julie Miller and Daniel Kalbacker.

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

DISCUSSION: The City Manager and Chief Financial Officer reviewed saving of last year, cutting of costs, increase of property taxes, current "fund" balances, use of "105" funds for street improvements and placement of "best" practices throughout the City.

The City Council discussed several issues including services provided to the community, following "best" practices, filling "funded" positions, finding solutions to improve the community, supporting "public safety" services and projected property "tax" revenue.

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

RECESS:

At 9:36 p.m., the City Council recessed and at 9:47 p.m., the City Council reconvened.

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received

Police Department

1. SUBJECT: JAG FY 2016 Grant.
   RECOMMENDATION: Adopt **Resolution No. 14,953**: 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.
   DISCUSSION: The Police Chief reviewed application, management of grant and purchasing of equipment.
   ACTION: Close the public hearing. (MacDonald/Padilla) unanimously. Approved as recommended. (MacDonald/Padilla) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

K. REVIEW OF INFORMATION/CONSENT AGENDA

L. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

M. INFORMATION CONSENT AGENDA

City Manager Department

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

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,

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: MacDonald, Padilla, Perello, Flynn, and Ramirez.

I. REPORT OF CITY MANAGER

The City Manager commented on: grand opening of "dog" park and Councilmembers actions to address financial issues. The Police Chief commented on recent violent activities in the community and community outreach program.

J. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed the recent violence in the community.

N. PUBLIC COMMENTS ON REPORTS

O. REPORTS

City Clerk Department

1. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements.
   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.
   ACTION: Continue to future agenda.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY AND HOUSING AUTHORITY

At 10:24 p.m. the joint meetings with the Commission Development Commission Successor Agency and Housing Authority concluded.

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:24 p.m. the City Council concurred to adjourn the meeting.

_____ _____

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 12, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, City Attorney and Lyn McGraw, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:34 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed was Craig Goodvin v. City of Oxnard Workers' Compensation Case No. ADJ9589880.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case

At 5:56 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:01 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Dave Millican, Special Financial Counsel; Ashley Golden, Development Services Director; Daniel Rydberg, Public Works Director; Terrel Harrison, Recreation Supervisor/PAL Co-Director and Ralph Alamillo, Construction Projects Manager.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Jackie Tedeschi (positive community "attitude"); Aaron Greer, Windsor North Neighbor Council, (impact report/lack of open space); Nancy Pedersen (fireworks); Jack Villa (candidate for Council); Joe Avelar (Lemonwood Park issues, neighborhood clean-up); Daniel Chavez (ratio of "public safety" personnel); Nancy Rahn (fireworks); Martin Jones (Brown Act); Jim Hines, Sierra Club (EIR request); Pete Placencia (medical building, paving of streets, Lodgewood Street speed bumps); Larry Stein (vacate "City" positions); Gerard Kapuscik (Santa Clara River levee impact report); Cynthia Gonzalez (crime in the community); Dario

Fernandez (playing fields & parks); Fernando Maldonana (playing fields & parks); Paul Desales (playing fields & parks); Pat Brown (sales of fireworks); Caesar Cues (soccer fields); Ernesto Arias (soccer fields) and Aaron Starr (upcoming fiscal task force meeting regarding loans/grants).

The Recreation Supervisor/PAL Co-Director commented on the use of recreation at fields for soccer.

G. REPORT OF CITY MANAGER

The City Manager commented on several issues including review of the audit by State Controller Office, illegal use of "fireworks" in the community, Lemonwood Park restroom, City management contribution wards retirement and the empty medical building on Gonzalez Road after fire incident.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: coordinating use of recreational fields in the community; accessibility of Ed Hunt Rehab Point; upcoming California Energy Commission meeting to get community input regarding power site on the beach and the Community having a partnership with the City (Police Department).

H. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were provided by Construction Projects Manager (J-4) and City Attorney (J-1).

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Dan Chavez; Al Velasquez; Aaron Starr and Jim Lavery.

J. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: City Manager Employment Agreement Extension.
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Employment Agreement between City of Oxnard and Greg A. Nyhoff (6609-14-CA) to extend the term of the Agreement one year to May 31, 2018, increase the rate of annual leave accrual, and reduce the amount of annual leave redemption.*

City Clerk Department

2. SUBJECT: Response to Grand Jury to Public Access to Conflict of Interest Codes.
RECOMMENDATION: Authorize the Mayor to sign letter of response to the Grand Jury's Final Report on Public Access to Conflict of Interest Codes.

City Manager Department

3. SUBJECT: Agreements for City Council Review
RECOMMENDATION: 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.

Public Works Department

4. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7886) for GS16-02-Eastwood Park Improvements Project
RECOMMENDATION: Award contract A-7886 to the lowest responsible and responsive bidder, Unlimited Engineering Contracting in the amount of $128,500.00 for the Eastwood Park Improvements Project, and authorize the purchasing agent to execute the contract upon receipt of final documents.**

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Ramirez/ Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Noes: MacDonald and Perello only J-1. **Abstain: Ramirez only J-4.

K. PUBLIC HEARINGS

L. APPPOINTMENT ITEMS

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Attorney Department

1. SUBJECT: Report and Recommendations on City Council Ethical Standards and Guidelines.
RECOMMENDATION: That the City Council review and provide direction regarding the Ethics Advisory Subcommittee Report and Recommendations on City Council Ethical Standards and Guidelines.
DISCUSSION: The City Attorney reviewed the committee process, final report, recommendations and duties of Ethics Compliance Officer.

Committee members Steve Nash, Jack Villa and Bob Stills commented on the process, recommendations, work of committee members and staff.

Mayor Flynn commented on the committee report and recommendations to create new standard of ethics.

Public comment received from: Martin Jones.

ACTION: Approve as recommended with returning to City Council within three months (Perello/Ramirez) Ayes: MacDonald, Padilla, Perello Flynn and Ramirez.

N. REPORTS

City Clerk Department

1. SUBJECT: Agreement for Publication of Legal Notices and Legal advertisements.
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.

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DISCUSSION: The City Clerk reviewed the selection of Vida Newspaper as the adjudicated newspaper for publication of legal notice and legal advertisements.

Public comments received from: Pat Brown and Jackie Tedeschi.

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

Development Services Department

2. SUBJECT: Memorandum of Understanding (MOU) to Protect, Manage and Restore the Ormond Beach Area.
RECOMMENDATION: 1) approve and authorize the City Manager to sign a Memorandum of Agreement with The Nature Conservancy and California State Coastal Conservancy regarding Ormond Beach, and 2) authorize the City Manager to take all necessary actions under, and sign amendments to, the Memorandum of Understanding that do not have a fiscal impact requiring City Council approval.
DISCUSSION: The Development Services Director reviewed the MOU including area, restoration planning, protecting the property, security measures, polices for public access and recreational activities.

Lily Verdone, Nature Conservancy (Coastal Project Director), reviewed the partnership to plan and manage the Ormond Beach area with community input.

Karen Kruss commented on goals to protect the area, policies to restore the area and resolve issues between many different parties (agencies).

Public comments received from: Pat Brown; Jackie Tedeschi and Steve Nash.

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

3. SUBJECT: First Amendment to Agreement 6944-14-DS with WKE, Inc.
RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment to Agreement No. 6944-14-DS with WKE, Inc., for additional environmental and advanced Preliminary Engineering services for the Rice Avenue Grade Separation project, in the amount of $944,918, which will increase the total cost of the agreement to $1,919,999.
ACTION: Approved as recommended. (MacDonald/Padilla). Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

Police Department

4. SUBJECT: Memoranda of Understanding Between the Oxnard Police Department and School Districts for FY 16-17.
RECOMMENDATION: Approve and authorize the City Manager to execute the FY 16-17 School Resource Officer (SRO) Program cost sharing Memoranda of Understanding (MOU) between the Oxnard Police Department and the Rio School District (RSD); Hueneme School District (HSD); Oxnard School District (OSD), and the Oxnard Union High School District.
ACTION: Continue to future date.

Public Works Department

5. SUBJECT: Agreements for Trade Services with Kaneko Landscaping Services, Inc. for Eight Maintenance Assessment Districts.
RECOMMENDATION: Approve and authorize the City Manager to execute eight Agreements for Trade Services with Kaneko Landscaping Services, Inc. to provide landscape maintenance services within District 3 RiverRidge located at northeast corner of Patterson Road and Gonzales Road (7452-16-CM); District 16 California Lighthouse located at northeast corner of Ventura Road and Ninth Street (7453-16-CM); District 38 Aldea del Mar located at the corner of Gonzales Road and Snow Avenue (7454-16-CM), District 39 El Sueno/Promesa located at northwest corner of Entrada Drive and Morado Place (7460-16- CM); District 55 Wingfield West located at corner of Dunkirk Drive and Portofino Place (7455-16-CM); District 57 Golden State Self Storage located at corner of Auto Center Drive and Los Olivos (7457-16-CM); District 58 Westwind located at northwest corner of Cypress Road and Clara Street (7458-16-CM); and District 60 Artisan located at Gonzales Road between Williams Drive and Lombard Street (7459-16-CM).
DISCUSSION: The Chief Financial Officer and Construction Projects Manager reviewed the bidding process, inspection process, enforcement for service and community outreach.

   Public comment received from: Michael Gleason.

   The City Council discussed the "bid" process and past contracts.

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

6. SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation.
RECOMMENDATION: Approve a budget appropriation in the amount of $905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.
ACTION: Continue to future date.

7. SUBJECT: Third Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc.
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Agreement with Aquatic Bioassay and Consulting Laboratories, Inc., (A-7620) in the amount of $423,796, for a total amount of $1,545,963, for receiving water monitoring services and to extend the expiration date to July 1, 2017.
ACTION: Approved as recommended. (Ramirez/Padilla). Ayes: MacDonald, Padilla, Perello, and Flynn.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

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Q. STUDY SESSION

R. ADJOURNMENT

At 10:49 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

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MINUTES
OXNARD CITY COUNCIL
Regular Meeting
July 19, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, City Attorney and Dave Millican, Special Financial Counsel.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:36 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1) to confer with its attorneys. The title and case number of the litigation being discussed City of Oxnard; et al. v. Aaron Starr Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA

At 5:38 p.m. the City Council reconvened and recessed to the evening session.

D. APPPOINTMENT ITEM

1. SUBJECT: Presentation About the Single Audit Report, Internal Control and Compliance Report and Other Required Communications for Fiscal Year 2014-15 by Eden Casareno and Associates from Eadie + Payne, LLP.
RECOMMENDATION: Receive presentation of the Single Audit Report, Internal Control and Compliance Report and other required communications for Fiscal Year 2014-15.
DISCUSSION: Eden Casareno, Engagement Partner and Hong Nguyen, Senior Manager reviewed the results of "Internal Control and Compliance Reports" including findings regarding compliance, expenditures, audit finding (in summary), internal controls, staffing levels and need to follow "best practice" policies. The Special Financial Counsel reviewed the "needed" follow up activities.

Public comments received from: Steve Huber; Phillip Molina; Steve Nash; Dan Pinedo; Larry Stein; Al Velasquez and Aaron Starr.

At 6:36 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 6:38 p.m., Mayor Flynn returned to the meeting and presided.

The City Council discussed several issues including staffing levels, State Auditor Controller review, accountability of staff and future policies/procedures.

ACTION : Receive report and provide comments to staff

E. OPENING CEREMONIES

At 7:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Jason Benites, Assistant Police Chief; Daniel Rydberg, Public Works Director; Ingrid Hardy, Cultural and Community Services; Director; Michael Henderson, General Services Manager; Kathleen Mallory, Contract Planner;

F. CEREMONIAL CALENDAR

SUBJECT: Presentation of the Ventura County Fair Poster.
DISCUSSION: The City Council received the 2016 Ventura County Fair Poster and recognized members of the 2016 Ventura County Junior Fair Board (Hannah Wishan (JFB President); Jessica Mangineni (JFB Parliamentarian) and Sarah Polland.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Margaret Cortese (supported water increase); Steve Huber (Veteran Stand Down); Steve Nash (supported the audit report); Larry Stein (water assistance program); Cynthia Gonzalez (use of Measure O funds to help with crime in the community); Jackie Tedeschi (Veteran Stand down); Jack Villa (proposed union concessions); Phillip Molina (award of excellence for CAFR, report of audit); Larry Barbarine (the City providing services); Al Velasquez (Police "funding" reduction) and Pat Brown (financial condition of the City).

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager commented on: mid-year budget changes; results of Short Term Rentals survey; upcoming Downtown Vison Plan meeting and upcoming community meeting regarding the Santa Clara River Levee.

I. CITY COUNCIL BUSINESS / COMMITTEE REPORTS

The Council commented on: results of STR survey; staffing and funding of the Police Department; youth programs and Relay for Life event.

J. REVIEW OF INFORMATION/CONSENT AGENDA

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

L. INFORMATION CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review
   RECOMMENDATION: 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.

Cultural and Community Service Department

2. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging (VCAAA) for FY2016-2017.
RECOMMENDATION: 1) Authorize the City Manager or designee to execute Ventura County Area Agency on Aging Grant Contract No. A-7890 for the Provision of Services (Senior Nutrition Program) ("Senior Nutrition Program Grant Agreement") and any other document or instrument necessary to carry out the purposes of Senior Nutrition grant; the Chief Financial Officer or designee to submit financial reports, grant claims and approve budget adjustments for the use of Senior Nutrition grant funds; and 2) Approve a special budget appropriation to recognize the Senior Nutrition grant award in the amount of $104,513 and program donations in the amount of $14,000 for the FY 2016-2017 Senior Nutrition Program.

Development Services Department

3. SUBJECT: Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) Wagon Wheel "Village" Specific Plan. Filed by Doug Brooks, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.
RECOMMENDATION: Adopt **Resolution N0. 14,954** approving Planning and Zoning Permit No. 16-300-05 (Final Subdivision Map for Tract No. 5745-1) for a 46.25 acre property located south of the Ventura Freeway (Highway 101), west of Oxnard Boulevard, north of the Union Pacific Railroad (UPRR) and El Rio Drain, and east of the North Ventura Road and the Santa Clara River, subject to certain findings and conditions.

4. SUBJECT: Special Budget Appropriation for Santa Clara Avenue Sidewalk
RECOMMENDATION: Approve a special budget appropriation in the amount of $25,500 for the project to construct a sidewalk and install a bicycle lane on the northbound side of Santa Clara Avenue north of Ventura Boulevard as part of a public work contract with the County of Ventura.

Public Works Department

5. SUBJECT: First Amendment to Agreement No. 6676-14-CM with Jordan Gilbert & Bain Landscape Architects, Inc. for On-Call Landscape Architectural Design Services (5/5)
RECOMMENDATION: Approve the First Amendment to Agreement No. 6676-14-CM with Jordan Gilbert Bain for on-call Landscape Architectural Design Services. This amendment is to extend the expiration date to June 30, 2018, and increase the agreement in an amount of $200,000 for a total amount not to exceed $450,000.
6. SUBJECT: Amendment Four to the Encroachment Protection Agreement Between the Department of Navy, the Nature Conservancy, the Trust for Public Land, and the City of Oxnard (A-7734)
RECOMMENDATION: Approve and authorize the Mayor to execute a Fourth Amendment to the Encroachment Protection Agreement between the United States Department of the Navy, The Nature Conservancy, the Trust for Public Land and the City of Oxnard (A-7734).

7. SUBJECT: Purchase Ten (10) Ford Police Interceptor Utility Vehicles.
RECOMMENDATION: Approve and authorize the Mayor to execute Purchase Order No. 5900 in the amount of $435,061.17 with National Auto Fleet Group for the purchase of ten (10) Ford Police Interceptor Utility Vehicles for the Police Department.

8. SUBJECT: Camino Del Sol Street Resurfacing Project, Specification UD15-34
RECOMMENDATION: Approve project plans and specifications and authorize staff to solicit bids for the Camino Del Sol Street Resurfacing Project, UD15-34.

Recreation and Community Service Department

9. SUBJECT: Recognize Revenue and Appropriate Augmented Funds for the Retired and Senior Volunteer Program (RSVP), Fiscal Year 2016/2017
RECOMMENDATION: 1) Recognize revenue in the amount of $54,510 and appropriate matching funds for the Retired and Senior Volunteer Program grant augmentation; and 2) Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.

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

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 8:05 p.m. the joint meeting with the City Council concluded.

M. PUBLIC HEARINGS

Housing Department

1. SUBJECT: First Amendment to the FY 2014-2015 Annual Action Plan to Execute Loan Agreements with Habitat for Humanity of Ventura County
RECOMMENDATION: Continue to July 26, 2016 (Ramirez/Flynn) unanimously.

N. REPORTS

Police Department

1. SUBJECT: Memoranda of Understanding Between the Oxnard Police Department and School Districts for FY 16-17.
RECOMMENDATION: Approve and authorize the City Manager to execute the FY 16-17 School Resource Officer (SRO) Program cost sharing Memoranda of Understanding (MOU) between the Oxnard Police Department and the Rio School District (RSD); Hueneme School District (HSD); Oxnard School District (OSD), and the Oxnard Union High School District.
DISCUSSION: The Assistant Police Chief reviewed the program, the proposed partnership with schools, funding and negotiation process.

Public comments received from: Jackie Tedeschi and Daniel Chavez.

The Council discussed the school interaction with Police Officers, the negotiation process and safety of students at schools.

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

Public Works Department

2. SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation.
RECOMMENDATION: Approve a budget appropriation in the amount of $905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

DISCUSSION: The Public Works Director commented on the use of General Funds for repairs.
ACTION: Approved as recommended. (Perello/Padilla) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

3. SUBJECT: Ordinance Continuing and Establishing Water User Fees and Charges.
RECOMMENDATION: That City Council introduce the ordinance continuing and establishing fees and charges for the use of and for services relating to City water services, and approve the first reading and further reading by title only.
DISCUSSION: The Public Works Director outlined maintenance issues, reduction of revenues, current reserves, debt issues, compliance with regulations, staffing issues, GREAT program benefits and "water" rate structure.

The Chief Financial Officer reviewed the revenue stream and funding restrictions.

Public comments received from: Daniel Chavez; Shirley Godwin; Larry Godwin; Larry Stein; Phillip Molina; Larry Barbarine; Barbara Macri-Ortiz; Alicia Percell; Aaron Starr and Al Velasquez.

The City Manager discussed maintenance issues and reserve policy.

The City Attorney commented on using the "rate study" to bring this ordinance to the community in the future.

The City Council commented on revenue streams, maintenance of facilities, bond requirements, staff levels, public outreach and "rate" assistance program,

ACTION: Councilmember Perello moved to reject the ordinance, lack of second (failed). Move to approve as recommended. (Padilla/Ramirez) Ayes: Padilla and Ramirez. Noes: Perello, Flynn and MacDonald (failed). The City Council directed staff to return within 90 days to address questions of City Councilmembers and having community public outreach regarding this issue.

ACTION: At 11:03 p.m., the Council concurred to address items 4 and 5 after 10:00 p.m., unanimously.

4. SUBJECT: Ordinance to Amend Certain Portions of Ordinance 2,901 for Regional Wastewater Users.
RECOMMENDATION: That City Council introduce the **Ordinance 2907** amending the wastewater system's regional treatment and disposal facility user charges, and approve the first reading and further reading by title only.
DISCUSSION: The Public Works Director discussed the regional rate increase and past history of the "service" arrangements.
ACTION: Approved as recommended. (Ramirez/Perello) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

5. SUBJECT: Approval of Lowest Responsible Responsive Bid and Authorization to Issue and Execute a Contract (A-7884) for UD13-13 – Recycled Waterline Project at Perkins Road (5/10)
RECOMMENDATION: 1) Award contract A-7884 to the lowest responsible and responsive bidder, Sam Hill and Sons, Inc., in the amount of $555,198 for UD13-13 - Recycled Waterline Project, and authorize the purchasing agent to execute the contract upon receipt of final documents; and 2) Approve a Budget Appropriation to establish Project No. 176001 Recycled Waterline Project and appropriate funds in the amount of $601,165 from the Water Connection Fees Fund Balance for the project.
DISCUSSION: The Public Works Director discussed the "recycled" water pipeline to supply recycled water within City of Oxnard and regulation changes.

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

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 11:18 p.m. the City Council concurred to adjourn the meeting.

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DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
July 26, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:33 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. Councilmember Bert Perello was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments received from: Vickie Bowker; Steve Nash; Carol Woolley; Aaron Greer; Nancy Lindholm; Jim Lavery; Jackie Tedeschi and Irene Rausehouser.

C. CLOSED SESSION

At 4:57 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956. (d)(1) to confer with its attorneys. The title and case number of the litigation being discussed was:

1) Kevin Killian v. City of Oxnard: Workers' Compensation Case Nos. ADJ10137461, ADJ10137462, ADJ10137476;

2) 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);

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

4) City of Oxnard; et al. v. Aaron Starr; Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA.

The City Council also recessed to a closed session, pursuant to Government Code section 54956.8, to give instructions to negotiators, Greg Nyhoff, City Manager, and Scott Whitney, Assistant City Manager, concerning negotiations with Ravello Holdings, Inc., regarding the price and terms of payment for the possible sale of 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields.

At 6:09 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:13 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Ed Ellis. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Jason Benites, Assistant Police Chief; Arturo Castillo, Housing Director; Daniel Rydberg, Public Works Director; Todd Housley, Environmental Resources Manager; Ruth Hopkins, Housing Project Manager and Michael More, Financial Resources Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Esportiko Academy Futbol Club for Participating in the Costa Daurada Cup and Donosti Cup.
   DISCUSSION: The City Council recognized Esportiko Academy Futbol Club for success at recent soccer tournament in Spain.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Ren Camper-Stewart (thanking Police Department for solving a case); Daniel Chavez (power plant at beach); Vanessa Hernandez (ASYO soccer playing at Fremont School); Gregory Ramirez (Laser Broadcasting questioning the bid process for parade event); Steve Huber (July 16 neighborhood clean-up); Jackie Tedeschi (Santa Clara River levee EIR); Aaron Starr (initiative "impartial analysis); Alicia Percell (placing election information on web site); Kaz Iwamoto (Relay for Life & support of City Corps); Harold Ceja (community repairs needed in Colonia Neighborhood); Cynthia Gonzalez (placing camera(s) in high crime areas) and Al Jones (candidate for City Treasurer position).

G. REPORT OF CITY MANAGER

The City Manager reported the Dallas Cowboys arrival Oxnard, downtown Oxnard Vision Plan meeting, announced the appointment of Darwin Base as Interim Fire Chief and upcoming meeting regarding Short-term rentals.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commended on: St. Paul Baptist Church event; Clergy Council meeting; Oxnard Sister City visitation in Ocotlan, Mexico; downtown development; code enforcement staffing (over crowing of housing); priority-based budgeting and issues involving County owned property in Oxnard harbor area.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from: City Attorney K-2(c) and Assistant City Manager K-2(d) & (K-5).

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comment received from: Aaron Starr (K-1).

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K. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: First Amendment to Attorney Services Agreement with Colantuono, Highsmith & Whatley, PC.
   RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement ("Agreement") with Colantuono, Highsmith & Whatley, PC ("Colantuono") (4957-09-CA) for legal services relating to municipal revenues, elections and litigation issues for an increase of $350,000 for a total contract amount not to exceed $449,000.

City Manager Department

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

Police Department

3. SUBJECT: Donation of Police Equipment.
   RECOMMENDATION: Adopt **Resolution No. 14,955** accepting the donation of One (1) 2016 Ford F250 Crew Cab Truck to the City of Oxnard, for use by the Oxnard Police Department.

Public Works Department

4. SUBJECT: Adopt **Ordinance 2907** to Amend Certain Portions of Ordinance 2901 for Wastewater Regional Treatment and Disposal Facility User Charges.
   RECOMMENDATION: That City Council adopt Ordinance No. 2907 amending Regional Treatment and Disposal Facility User Charges.
5. SUBJECT: Approve Plans and Specifications No. GS15-42 for Southwinds Park Phase I and II.
   RECOMMENDATION: 1) Approve plans and specifications for Project Specification No. GS15-42 and authorize staff to conduct a public bid for Southwinds Park Playground, Walking Track and Restroom Improvements Phase I and Phase II, located at 455 W. Clara Street; and 2) Approve a Budget Appropriation recognizing additional CDBG funding in the amount of $172,000 in order to complete the walking track and restroom improvements in Phase I.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/ Padilla) Ayes: Ramirez, MacDonald, Padilla and Flynn. Absent: Perello.

L. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

1. SUBJECT: First Amendment to the FY 2014-2015 Annual Action Plan to Execute Loan Agreements with Habitat for Humanity of Ventura County.
   RECOMMENDATION: 1) Conduct a public hearing to receive comments on the proposed First Amendment to the FY 2014-2015 Annual Action Plan; 2) Approve the FY 2014-2015 Annual

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Action Plan first amendment and authorize the City Manager to submit the Council approved First Amendment to the U.S. Department of Housing and Urban Development (HUD) for approval; 3) Approve a special budget appropriation of $95,337 to re-program HOME program income revenue into the Community Housing Development Organization project; 4) Approve a special budget appropriation of $162,244 from received HOME program income revenue into the City's First Time Homebuyer project; 5) Approve and authorize the Mayor to execute a HOME Participation Agreement (A-7897), an Affordable Housing Agreement (A-7898) and an Affordable Housing HOME CHDO Set-Aside Loan (A-7899) with Habitat for Humanity of Ventura County, providing gap financing in the amount of $577,149 for the construction of six (6) single family homes.
DISCUSSION: The Housing Director reviewed the amendment to construct six low-income single dwellings (as owner/builder with permits) and funding for "first time" home buyers assistance program.

Public comments received from: Felipe Flores, Sal Gonzalez, Nancy Stehle (Habitat for Humanity), Steve Nash and Steve Huber.

ACTION: Close the public hearing. (Ramirez/Flynn) unanimously. Approved as recommended. (MacDonald/Ramirez) Ayes: MacDonald, Padilla, Flynn, and Ramirez. Absent: Perello.

M. APPPOINTMENT ITEMS

N. REPORTS

Police Department

1. SUBJECT: Response to Grand Jury Report Titled "Final Report Detention Facilities and Related Law Enforcement".
RECOMMENDATION: Authorizes the Mayor, the City Manager, and the Police Chief to respond, on behalf of the City Council, to the Grand Jury report titled "Final Report Detention Facilities and Related Law Enforcement Issues" dated May 24, 2016, in the form included as Attachment 1.
ACTION: Approved as recommended. (Padilla/MacDonald). Ayes: Padilla, Flynn, Ramirez and MacDonald. Absent: Perello.

2. SUBJECT: Agreement with Ventura County Animal Shelter (VCAS) for Sheltering of Animals from the City of Oxnard.
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a one year-agreement with the County of Ventura's Public Health Agency (A-7904) for animal sheltering services estimated at $1,556,959 for Fiscal Year 2016-2017; and 2) Receive a report from staff on current Animal Safety Unit operations provided by the City.
DISCUSSION: The Assistant Police Chief and Terry Diller, Ventura County Animal Services Director, reviewed the Ventura County Animal Shelter system, "no" kill program, "community" outreach program and expenses.

Public comments received from: Pat Brown; Jackie Tedeschi and George Miller.

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

Public Works Department

3. SUBJECT: Agreement with TranSystems Corporation for Marine Engineering Services of the Inland Waterway Districts of Mandalay Bay, Westport and Seabridge.
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with TranSystems Corporation (TranSystems) (7401-16-PW) for on-call as needed marine engineering services of the Waterway Districts of Mandalay, Westport, and Seabridge in an amount not-to-exceed $929,500 over a three year term; 2) Approve Task Orders 1 and 2 for permit processing and engineering design services regarding West Hemlock Street seawalls; and 3) Approve a Budget Appropriation in the total amount of $379,500 from the fund balances of Mandalay – Fund 121 ($284,500). Westport – Fund 175 ($47,500) and Seabridge – Fund 173 ($47,500) Districts.
DISCUSSION: The Public Works Director reviewed the service to be provided by this "on call" contract and funding.

   Public comments received from: Debbie Mitchell and George Miller.

   The City Council requested update of seawall repair issues and options.

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

4. SUBJECT: Retroactive Agreement for Trade Services with Mario's Trucking Corporation.
RECOMMENDATION: Approve and authorize the City Manager to execute a retroactive Agreement for Trade Services with Mario's Trucking Corporation (A-7894), for supplemental waste transfer hauling services for the term March 1, 2016, through June 30, 2016 in the amount of $100,000.
DISCUSSION: The Environmental Resources Manager reviewed the "need" to hire a third vendor program to provide services.

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

At 8:53 p.m., Councilman MacDonald left the meeting.

5. SUBJECT: Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1 - Campus Park Wellfield.
RECOMMENDATION: 1) Consider an Addendum to the final Environmental Impact Report for the Groundwater Recovery Enhancement and Treatment ("GREAT") Program (SCH #200301 1045); 2) Award Contract No. A-7874 to the lowest responsible and responsive bidder, Pacific Coast Well Drilling, Inc., in the amount of $1,157,369 for Project Specification No. UD15-24 (Rebid) Aquifer Storage and Recovery (ASR) Water Well No. 1 – Campus Park Wellfield; 3) Approve a budget appropriation in the amount of $643,271 from the Resource Development Fee Fund 603 fund balance; and 4) Authorize the Purchasing Agent to issue and execute the Contract upon receipt of final documents.
DISCUSSION: The Public Works Director reviewed the project to explore options including use of GREAT facilities, demonstration testing, data collecting, construction of pipelines and facilities.

   Public comments received from: Jackie Tedeschi and George Miller.

The City Council discussed: State regulations; well capacity (water storage); amount of water to be produced; phases of the project; and possible reduction of water rate/costs.

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

At 9:16 p.m., Councilman MacDonald returned to the meeting

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Appointments to Commission on Homelessness and Community Relations Commission to Fill Unexpected Vacancies.
RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint two (2) members to the Commission on Homelessness; and 2) That the City Council appoint one (1) member to the Community Relations Commission.
ACTION: Mayor Flynn appointed David Courtland and Yukio Okano to Commission on Homelessness with Council approval. Councilmembers were polled and selected Helaine Stallion to Community Relations Commission.

R. ADJOURNMENT

At 9:24 p.m. the City Council concurred to adjourn the meeting.

_____ _____

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

MINUTES
OXNARD CITY COUNCIL
Special Meeting
July 11, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present.. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, City Attorney.

B. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Consul Berenice Díaz Ceballos for Her Contributions to the Oxnard Community and Especially to Her Constituents.
DISCUSSION: The City Council recognized the service of Berenice Diaz Ceballos, Mexican Consul, who served the Tri-Counties for the past three years.

C. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

D. CLOSED SESSION

At 5:09 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6(a) to review the status of labor negotiations and to review its available funds and funding priorities of providing instructions to the City's negotiators, Maria Hurtado, Interim Director of Human Resources, and Jon Holtzman, City's labor attorney, regarding International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Service Employees International Union CTW,CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); Oxnard Public Safety Management Employees'Association (Police Unit); Oxnard Public Safety Management Employees' Association (Fire Unit); and Oxnard Mid-Managers' Association (OMMA); Unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director (Department Directors); Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (Confidential Mid-Managers); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75),Workers' Compensation Specialist (C69) (Confidential Employees); unrepresented Limited Benefit Employees.

At 6:59 the City Council reconvened to the special meeting.

E. ADJOURNMENT

At 6:59 p.m. the City Council concurred to adjourn the meeting.

_____	_____
DANIEL MARTINEZ	TIM FLYNN
City Clerk	Mayor

DRAFT

MINUTES
OXNARD CITY COUNCIL
City Council Chambers, 305 West Third Street, Oxnard
Teleconference Location: Philadelphia Marriott Downtown, 1201 Market Street, Room 1274, Philadelphia, Pennsylvania
Special Meeting
July 27, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:08 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. Councilmember Bert Perello was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Shiri Acoma, Deputy City Attorney.

B. PUBLIC COMMENTS

Public comments were received from: Shirley Godwin; George Miller; Martin Jones; Steve Nash and Jackie Tedeschi.

At 4:19 p.m., Councilmember Perello was present by telephone.

C. REPORTS

City Attorney Department

1. SUBJECT: Resolution Authorizing the Filing of a Written Argument and a Rebuttal Argument on Behalf of the City Council against Measure "M".
RECOMMENDATION: Adopt the resolution authorizing the filing of a written argument and a rebuttal argument by (a) Councilmember(s) on behalf of the City Council against Measure "M," which appears on the November 8, 2016, ballot.
DISCUSSION: The Deputy City Attorney reviewed the options of City Council.
ACTION: Moved to approve **Resolution No. 14,956** (Padilla/MacDonald) with Mayor Pro Tem representing the Council. Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

2. SUBJECT: Resolution Authorizing the Filing of a Written Argument and a Rebuttal Argument on Behalf of the City Council regarding Measure "K".
RECOMMENDATION: 1) That the City Council determine whether it is for or against Measure "K"; and 2) (a) That City Council adopt the resolution authorizing the filing of a written argument and a rebuttal argument by (a) Councilmember(s) on behalf of the City Council for Measure "K," which appears on the November 8, 2016, ballot; or (b) That City Council adopt the resolution authorizing the filing of a written argument and a rebuttal argument by (a) Councilmember(s) on behalf of the City Council against Measure "K," which appears on the November 8, 2016, ballot.
DISCUSSION: The Deputy City Attorney reviewed the options of City Council.
ACTION: The City Council took “no” position on this matter.

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3. SUBJECT: Resolution Authorizing the Filing of a Written Argument and a Rebuttal Argument on Behalf of the City Council regarding Measure "L".
   RECOMMENDATION: 1) That the City Council determine whether it is for or against Measure "L"; and 2) (a) That City Council adopt the resolution authorizing the filing of a written argument and a rebuttal argument by (a) Councilmember(s) on behalf of the City Council for Measure "L," which appears on the November 8, 2016, ballot; or (b) That City Council adopt the resolution authorizing the filing of a written argument and a rebuttal argument by (a) Councilmember(s) on behalf of the City Council against Measure "L," which appears on the November 8, 2016, ballot.
   DISCUSSION: The Deputy City Attorney reviewed the options of City Council.
   ACTION: The City Council took "no" position on this matter.

D. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

E. CLOSED SESSION

At 5:19 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6(a) to review the status of labor negotiations and to review its available funds and funding priorities of providing instructions to the City's negotiators, Maria Hurtado, Interim Director of Human Resources, and Jon Holtzman, City's labor attorney, regarding Employee organizations: International Association of Firefighters, AFL-CIO (**IAFF**), Local No. 1684; Oxnard Peace Officers' Association (**OPOA**); Service Employees International Union CTW, CLC, Local 721 **(SEIU Local 721**); International Union of Operating Engineers AFL-CIO, Local No. 501 (**IUOE Local 501**); Oxnard Public Safety Management Employees' Association (**Police Unit**); Oxnard Public Safety Management Employees' Association (**Fire Unit**); and Oxnard Mid-Managers' Association (**OMMA**); **Unrepresented employees**: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director (**Department Directors**); Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (**Confidential Mid-Managers**); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (**Confidential Employees**); unrepresented Limited Benefit Employees.

At 6:06 p.m. the City Council reconvened and recessed to the evening session.

F. ADJOURNMENT

At 6:06 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 2

DATE: October 4, 2016

TO: City Council

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.

A. Dr. Frank Benest for Citywide organizational development training ($29,458).
B. Central Coast Engineering for repairs to asphalt pavement at the Transit Center ($513).
C. Quinn Company for purchase of forklift truck for Environmental Services ($27,029).
D. Earth Systems, Inc., for geotechnical testing and observation services ($30,210).

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

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.

ATTACHMENTS:

Attachment A: City Manager Contract List for October 4, 2016

City Manager Contract List for 10/04/2016

Contracts from $25,000 to $250,000

A Citywide Organizational Development

Vendor:	Dr. Frank Benest	**Amount to be Approved:**	$29,458
Type:	Amendment	**Current FY Amount:**	$29,458
Agreement No.:	7233-15-CM	**Total Contract Amount:**	$51,058
Amendment No.:	2	**Funding Source:**	General Fund
Purchase Order No.:	5550	**Vendor Selection Process:**	Negotiated Contract
Begin Date:	09/27/2016	**# of Bids/Proposals/Quotes:**	1
End Date:	12/31/2018	**Project Manager:**	Maria Hurtado
Term:		**Department:**	City Manager's Office
		Telephone:	385-7450
		Email:	maria.hurtado@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Second Amendment with Dr. Frank Benest for Citywide organizational development efforts. Dr. Frank Benest is a well-known specialist in the field, working with several cities, committees, and other organizations, such as ICMA. Dr. Frank Benest has worked with staff to facilitate monthly and quarterly trainings and workshops over the last year, and has been a critical component of developing the City's Leadership Development Team.

The original agreement with Dr. Frank Benest was entered into July 21, 2015, and was for $5,500. The first amendment was entered into on November 30, 2015, and was for an additional $15,100. This second amendment is for an additional $29,458. The scope of this amendment includes technical support and 9 additional organizational development sessions, including the launch and implementation of the Leadership Development Team's two year action plan, quarterly management meetings and a succession development workshop for staff from all departments.

B Public Work for water leak repairs at Oxnard Transit Center

Vendor:	Central Coast Engineering Inc.
Type:	Change Order
Agreement No.:	7549-16-DS
Amendment No.:	1
Purchase Order No.:	Req. Number 2773
Begin Date:	09/06/2016
End Date:	09/16/2016
Term:	10 days

Amount to be Approved:	$513
Current FY Amount:	$25,160
Total Contract Amount:	$25,160
Funding Source:	Transportation Development Act
Vendor Selection Process:	Informal Bids
# of Bids/Proposals/Quotes:	3
Project Manager:	Ashley Golden
Department:	Development Services Department
Telephone:	385-7871
Email:	cynthia.daniels@oxnard.org

Purpose:

City requested a quote to repair additional asphalt pavement damaged by the water leak at the driveway to the Oxnard Transit Center at 201 E. Fourth St. The repair area is approximately 27 sq. ft. Staff conducted an informal bid with three bidders during July and August because the scope of work required different contract requirements. The three bidders were Ocean View Plumbing, Toro Enterprises, and Central Coast Engineering. Ocean View did not provide a responsive bid. Toro Enterprises' bid was $40,955. Central Coast Engineering's bid was $24,647. Central Coast Engineering was the lowest bidder.

Change Order No. 1 is for additional repair work to asphalt in the driveway at the Oxnard Transit Center. The water leak damaged the asphalt, which was not identified in the original scope of work. The contractor initially quoted $525 to dig out and replace the asphalt concrete pavement. The price was reduced to $513.

C Purchase of Forklift Truck for Environmental Resources

Vendor:	Quinn Company
Type:	Purchase Order
Agreement No.:	
Amendment No.:	N/A
Purchase Order No.:	2837
Begin Date:	
End Date:	
Term:	

Amount to be Approved:	$27,029
Current FY Amount:	$27,029
Total Contract Amount:	$27,029
Funding Source:	Environmental Resources Enterprise Fund
Vendor Selection Process:	Informal Bids
# of Bids/Proposals/Quotes:	4
Project Manager:	Dan Rydberg
Department:	Public Works - Environmental Resources Division
Telephone:	385-7957
Email:	toddvhousley@oxnard.org

Purpose:

Staff is requesting authorization to purchase of one (1) 2016 Mitsubishi Forklift Truck Model FG25N5 to replace a forklift which has exceeded its useful life cycle and no longer operates. The forklift is utilized for moving and staging recycle material bales at the Del Norte Regional Recycling and Transfer Station. On July 11, 2016 the Environmental Resources Division issued an informal bid to six (6) vendors, with a bid deadline of July 26, 2016. Among the four (4) vendors that submitted bids, Quinn Company submitted the lowest responsible bid for $27,028.73 and is an Oxnard based business. Funds are available from the Environmental Resources Enterprise Fund - FY 2016-17 Capital Outlay.

D On-call Soils and Materials Testing Services

Vendor:	Earth Systems, Inc.
Type:	Task Order
Agreement No.:	6387-13-CM
Amendment No.:	10
Purchase Order No.:	4754
Begin Date:	11/19/2013
End Date:	11/19/2016
Term:	3 year

Amount to be Approved:	$30,210
Current FY Amount:	$30,210
Total Contract Amount:	$280,210
Funding Source:	Resource Development Fee Fund
Vendor Selection Process:	Request for Qualifications (RFQ)
# of Bids/Proposals/Quotes:	12
Project Manager:	Dan Rydberg
Department:	Public Works/Capital Projects Management
Telephone:	385-8367
Email:	terry.kirsch@oxnard.org

Purpose: Task Order #10 is for geotechnical testing and observation services during the construction phase of the recycled water line that will run below Perkins Road from the Advanced Water Purification Facility to the New Indy Containerboard plant.

The City's General Services Division obtained permission to issue a RFQ and did so in August 2013. The legal notice for the RFQ was first posted August 1, 2013. The City received 12 proposals on the due date of August 29, 2013. A committee was selected to review and rank the proposals and recommended entering into agreements with the top four firms. Earth Systems was one of the four firms awarded a contract.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 3

DATE: October 4, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Recognize Revenue and Appropriate Funds for the Retired and Senior Volunteer Program (RSVP) One-Time-Only Award, Fiscal Year 2016/2017

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That City Council: 1) Approve a budget appropriation recognizing grant revenue in the amount of $3,500 and provide a transfer of matching funds in the amount of $1,500 for the Retired and Senior Volunteer Program grant augmentation; and 2) Authorize the City Manager or designee to execute grant agreements; and the Chief Financial Officer or designee to submit financial reports and grant claims.

BACKGROUND

For the past 39 years the City of Oxnard has successfully operated the Retired and Senior Volunteer Program (RSVP) which last year served about 600 volunteers age 55 and older. In 2015, RSVP volunteers assisted at about 40 non-profit or public agencies, serving more than 72,000 hours and providing about $2 million of time and talent to our community. The largest priorities addressed are hunger through food collection and distribution and helping seniors living independently.

The RSVP grant is funded by the federal Corporation for National and Community Service (CNCS). The dual purpose is to engage older adults in volunteer services to meet critical community needs and to provide a high quality service experience that will enrich the lives of the

volunteers. Grant agreements with CNCS are awarded on a three-year basis, with FY16/17 being the first year of this cycle. The City Council has already reviewed and accepted the FY16/17 grant. This one-time only money in the amount of $3,500 is designated for RSVP training and technical assistance needs. The required match is $1,500.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

FINANCIAL IMPACT

On April 19, 2016, the Council reviewed and accepted the FY16/17 RSVP grant in the sum of $67,777 and a General Fund match of $29,047 (Project 774806). Then on July 19, 2016, the Council approved an RSVP augmentation of additional award in the amount of $54,510 and appropriated a General Fund match of $23,361 (also Project 774806).

Approval of this recommendation will recognize the additional grant augmentation award of $3,500 and provide a portion of the RSVP Director labor costs which is already included in the adopted budget of FY16-17 as a match contribution in the amount of $1,500 to RSVP Grant Project No. 774806.

ATTACHMENTS:

Attachment A: Request for Budget Appropriation

Attachment B: Letter of Notification of One-Time-Only funds for Grant #16SPRCA005

REQUEST FOR BUDGET APPROPRIATION

Department: Cultural & Community Services **Date:** October 4, 2016

Project/Program Manager: Marisue Eastlake **Phone:** (805) 385-8019

Reason for Appropriation:

To recognize additional RSVP grant award of $3,500 in One-Time-Only money funded by the Corporation for National and Community Service under grant number 16SRPCA005 and a City Match of $1,500 from Senior/Special Populations.

Accounts and Descriptions		AMOUNT
Fund: 101 - GENERAL FUND		
Expenditures/Transfers Out		
SENIOR/SPECIAL POPULATIONS 5503		
101-5503-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	(1,500)
101-5503-805.87-33	TRANSFERS / TSFR TO FEDERAL GRANT FD	1,500
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**
Fund: 263 - RSVP		
Revenues/Transfers In		
RSVP33 GRANT FY 16-17 263-5503 (Project #774806)		
263-5503-534.72-85	GRANT REVENUES / COUNTY GRANT REVENUE	3,500
	Sub-total Grant	3,500
RSVP GENERAL FUND MATCH 263-4856 (Project#774806)		
263-4856-531.72-20	GENERAL FUND MATCH - FED. GR	1,500
	Sub-total General Fund Match	1,500
	Sub-total Revenues	5,000
Expenditures/Transfers Out		
RSVP33 GRANT FY 16-17 263-5503 (Project #774806)		
263-5503-805.81-09	MATERIALS AND SUPPLIES / SUPPLIES - OTHER	700
263-5503-805.83-43	MAINTENANCE SVCS / TRAINING/WORKSHOPS/MTNG	2,800
	Sub-total Grant	3,500
RSVP GENERAL FUND MATCH 263-4856 (Project #774806)		
263-4856-805.80-01	PERSONAL SERVICES / DIRECT LABOR REGULAR	885
263-4856-805.80-41	PERSONAL SERVICES / EMPLOYEE BENEFITS	615
	Sub-total Match	1,500
	Sub-total Expenditures	5,000
	Net Change to Fund Balance	**0**

SBA# (Finance Use Only)

BA Doc# (Finance Use Only)

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REQUIRES CITY COUNCIL AUTHORIZATION

Net Appropriation Change	**5,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

SBA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

Corporation for NATIONAL & COMMUNITY SERVICE
11150 West Olympic Blvd. S
Los Angeles, CA 90064
310-235-7421
NationalService.gov

To: Renee Rakestraw, Interim Recreation Supervisor

Marisue Eastlake, RSVP Project Director

From: Gayle Hawkins, Senior Program Specialist

Date: August 4, 2016

Re: One-Time Funds Augmentation Opportunity in Fiscal Year 2016: Grant 16SRPCA005

Through this letter, I am pleased to notify you that your RSVP grant, referenced above, is eligible to receive a **one-time augmentation of $3,500 in federal funds** this year (FY 2016). These funds are in addition to your FY 2016 annual federal base funding, and will not permanently increase your federal funding.

The purpose of this $3,500 augmentation is primarily to support the capacity of all RSVP grantees to participate in training and technical assistance (T/TA) opportunities. For example, you can use the additional one-time $3,500 in funds for participation in training and technical assistance (TTA) opportunities, such as travel to and participation in the Senior Corps Directors Training Conference, other conference registration fees, project staff travel to and from T/TA events, and/or a new computer, software, criminal history checks and evidence-based programming technical assistance, or other investments to support your programming through technical assistance.

In addition, these funds can also be used to support other approved line items in your FY 2016 budget with consultation by the state office.

Once accepted, these augmentation funds are available through the end of your three-year grant. If you find that you do intend to expend the funds after the end of your FY 2016 budget year, please work with my office and the CNCS Grants Officer to request carry forward.

Also, if needed, you may request a waiver of the required non-federal share by submitting such a request to this office.

You are **not required** to accept the additional one-time funds. This letter assumes that you will accept the one-time funds and provides you with guidance on how to revise your current grant application and re-submit it so that CNCS can proceed with the amendment for your FY 2016 budget year.

In order to enable CNCS to award funds to your organization in a timely manner, we ask for your immediate attention.

To accept these funds, please follow the instructions below.

PLEASE NOTE: If you determine that you have sufficient funds and would prefer not to accept the one-time $3,500 in one-time augmentation funds, please send me an email to document your decision.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 4

DATE: October 4, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Keith Brooks
IT Director

SUBJECT: Approve Agreement for Google Apps for Government License

CONTACT: Keith Brooks, IT Director
Keith.Brooks@Oxnard.org, 385-7597

RECOMMENDATION:

That City Council approve and authorize the City Manager to enter into Agreement No. A-7916 with Dito, LLC in the amount of $204,850 for the City's upgrade of its current Google Apps for Government licenses to Google Apps Unlimited.

BACKGROUND:

Currently, the City has licenses for Google Apps for Government (GAfG). Google Apps for Government provides the City's email, calendar and document collaboration services, as well as Google's Vault. Google's Vault product was added in June of 2016 to facilitate compliance with the Public Records Act and responses to litigation discovery demands. Google Apps for Government and Google Vault carry a combined cost of one-hundred dollars per user per year, for a combined cost of $120,500 per year for the City's 1,205 users.

Information Technology plans to upgrade from Google Apps for Government to Google Apps Unlimited (GAU) in an effort to enhance the City's workforce quality by removing online storage constraints, increasing online security and improving our reporting capabilities. This upgrade to Google Apps Unlimited increases licensing fees from $100 to $120 per user, an increase from the current, combined cost of $100 per user paid for GAfG and Vault.

The City negotiated a reduced rate from Google, a twenty-three month licensing agreement at $170 per user (the cost of seventeen months). This discount reduces the cost of twenty-three months of licensing to $204,850 from $289,200. This discount saves the City $36,150 per year, lowering our yearly cost from $120,500 to $102,425.

STRATEGIC PRIORITIES:

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the City's Organizational Effectiveness "Goal 1," which aims to "help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources."

FINANCIAL IMPACT:

The $204,850 two-year contract falls in three fiscal years and will be spent as follows: $76,819 in the current fiscal year, $102,425 for FY 17/18 and the remaining $25,606 in FY 18/19.

This fiscal year's total of $76,819 is included in the FY 16/17 adopted budget (account 731-7370-826.86-06), therefore no additional appropriation is required.

The remaining amounts will be requested during the FY17/18 and 18/19 budget cycles.

ATTACHMENTS:

Attachment A - Agreement A-7916

Dito, LLC
9913 Sugarwood Lane
Manassas, VA 20110 Fax (267) 306-4606

City Agreement No. A-7916

Agreement for Consulting Services

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of September], 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Dito, LLC. ("Consultant").

WHEREAS, City desires to hire Consultant to perform and provide certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services; and

WHEREAS, In 2013 the Oxnard Police Department began investigating alternatives to a locally-hosted email solution; and

WHEREAS, bids were obtained from four potential solution providers and Google Apps for Government was chosen based on their lower price and superior offerings; and

WHEREAS, Google proposed Consultant as the City vendor and in January of 2014 Consultant was paid $22,250 for 445 licenses for Police Department staff; and

WHEREAS, With the transition of all other City employees to the current Police Department licenses, the new total of licenses held by the City of Oxnard rose from 455 to 1,205 with a Purchase Order for $42,692.50 in November of 2015; and

WHEREAS, In June of 2016 the Google Vault module was added to the City licenses for an additional fifty dollars per user account for total cost of $120,500; and

WHEREAS, City wishes to upgrade to Google Apps Unlimited for $204,850 for added security and storage options; and

WHEREAS, prior payments to Consult are 185,442, and this agreement represents a prospective cost of 204,850 for 17 months of Google Apps Unlimited service.

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

1. Purchase terms:

Name	Price	QTY	Terms of Service	Subtotal
Drive for Work/Google Apps Unlimited Google Apps Unlimited 23 months for the cost of 17. Payments to be made quarterly over the next 23 months.	$170.00	1,205	Attached hereto as Exhibit A	$204,850.00

Subtotal **$204,850.00**

Total $204,850.00

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9913 Sugarwood Lane
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2. Terms and Conditions.

TERMS AND CONDITIONS: BY SIGNING THIS AGREEMENT CITY AGREES TO BE BOUND BY THE PRODUCT TERMS OF SERVICE AND THE DITO TERMS AND CONDITIONS ("T&C"). THE PRODUCT TERMS OF SERVICE ARE HEREBY INCORPORATED BY REFERENCE IN THEIR ENTIRETY AND THE DITO TERMS OF SERVICE ARE FOUND IN EXHIBIT A. CITY ACKNOWLEDGES ITS REVIEW OF THE T&C IN DETAIL.

3. Account Contacts and Billing Information.

Account Manager Toby Noding

Phone (571) 762-1684

Account City of Oxnard **Contact** Randy Mitchell **Phone** 805-432-8695
Email randy.mitchell@oxnard.org

Shipping Address 300 W. 3rd Street, 2nd Floor, Oxnard, CA, 93030

Payment Terms Net 15

Billing Frequency Quarterly

Service Term 23 Months

Service Start Date 8/8/2016

Domain oxnard.org

Billing Contact Keith Brooks

Billing Address 300 W. 3rd Street, 2nd Floor, Oxnard, CA, 93030

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4. Counterparts.

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

CITY OF OXNARD

_____
Greg Nyhoff, City Manager

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

_____
Randy Mitchell, Project Manager

Dito, LLC

_____

APPROVED AS TO INSURANCE:

_____
Risk Manager

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Exhibit A - Dito Terms of Service

GENERAL TERMS AND CONDITIONS

1. Applicability.

(a) Other than the order form (the "**Order Confirmation**"), these terms and conditions (these "**Terms**") are the only terms that govern the provision of services by Dito, LLC ("**Service Provider**") to you ("**Customer**"). By executing the Order Confirmation, you hereby agree to these Terms.

(b) The accompanying Order Confirmation and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Confirmation, the Order Confirmation will control.

(c) These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services. Service Provider shall provide the products and services to Customer as described in the Order Confirmation (the "**Services**") in accordance with these Terms. Please note that, to the extent that Service Provider is playing the role of a reseller in connection with any of the items listed on an Order Confirmation, Service Provider disclaims any and all liability whatsoever in connection with the products and/or services it is reselling, and Customer hereby expressly acknowledges and agrees to such disclaimer. Customer also agrees to any terms and conditions referenced in the Order Confirmation and accessible by web link or otherwise and relating to the products and/or services that Service Provider is reselling.

3. Performance Dates. Service Provider shall use commercially reasonable efforts to meet any performance dates specified in the Order Confirmation, provided that any such dates shall be estimates only.

4. Customer's Obligations. Customer hereby covenants that it shall:

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(a) cooperate with Service Provider in all matters relating to the Services and provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of properly performing the Services;

(b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(c) provide such customer materials or information as Service Provider may reasonably request to carry out the Services in a timely manner, and ensure that such customer materials or information are complete and accurate; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

5. Customer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Change Orders.

(a) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of any necessary variations to the fees and other charges for the Services arising from the change.

(b) Promptly after receipt of the written estimate, the parties shall negotiate in good faith in order to agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 26**.

(c) Notwithstanding **Section 6(a)** and **Section 6(b)**, Service Provider may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Order Confirmation.

(d) Service Provider may charge for the time it spends assessing and documenting a change request from Customer on a time basis in accordance with the Order Confirmation.

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7. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall timely pay all fees set forth in the Order Confirmation.

(b) Customer agrees to reimburse Service Provider for any pre-approved travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

(c) Unless otherwise specified on the Order Confirmation, Customer shall pay all invoiced amounts due to Service Provider upon receipt of Service Provider's invoice. Customer shall make all payments hereunder in US dollars by wire transfer, ACH, check or credit card.

(d) In the event payments are not received by Service Provider promptly upon becoming due, Service Provider may:

(i) charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance for all Services until payment has been made in full.

8. Taxes. Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder.

9. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the "**Deliverables**") except for any Confidential Information of Customer or customer materials shall be owned by Service Provider or its licensors. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a limited use, non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis solely to the extent necessary to enable Customer to make use of the Deliverables and the Services.

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10. Confidential Information.

(a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of the Service Provider. Confidential Information does not include information that is:

(i) in the public domain without any breach of these Terms by Customer;

(ii) Already known to Customer at the time of disclosure; or

(iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make proper use of the Services and Deliverables.

(c) Service Provider shall be entitled to injunctive relief for any violation of this Section, in addition to any other rights and remedies that may be at its disposal (without need to post a bond or other form of security).

11. Service Provider Representations and Warranties. Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote commercially reasonable resources to meet its obligations under this Agreement.

12. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11 ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

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13. Limitation of Liability.

(a) **IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE ORDER CONFIRMATION IN THE ONE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.**

14. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any

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term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 120 days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

17. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

20. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

21. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Virginia, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

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22. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Sections 1, 7, 8, 9, 10, 12, 13, 20, 21, 22, 23, 23, 26 and 27.

25. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

26. Indemnification. Customer hereby agrees to indemnify, defend and hold harmless Service Provider and its affiliates, and their respective stockholders, members, partners, managers, directors, officers, employees, consultants, advisors, agents and representatives from and against any and all claims, actions, causes of action, proceedings, investigations, obligations, liabilities, losses, damages, penalties, fines, fees, costs and expenses whatsoever (including attorney's fees) arising from, relating to or otherwise in connection with (a) any breach of this Agreement by or on behalf of Customer and (b) any acts or omissions by or on behalf of Customer in connection with this Agreement or its subject matter.

27. Publication. Customer may publish or disclose information regarding the Services and shall acknowledge the support of Service Provider in all such publications. Customer shall not use the name of Service Provider in any advertising or publicity without Service Provider's prior written approval.

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Exhibit B - Product Passthrough Terms – Google Apps for Work (for Customers)

Customer has entered into a certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product. These Product Passthrough Terms set forth the terms and conditions under which Customer may access and use such Product.

1. Product.

1.1 Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Provider stores and processes its own information of a similar type. Provider has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Product, Provider may transfer, store and process Customer Data in the United States or any other country in which Provider or its agents maintain facilities. By using the Product, Customer consents to this transfer, processing and storage of Customer Data.

1.2 Modifications.

a. To the Product. Provider may make commercially reasonable changes to the Product, from time to time. If Provider makes a material change to the Product, Customer may be informed of such change, provided that Customer has subscribed with Provider to be informed about such change.

b. To URL Terms. Provider may make commercially reasonable changes to the URL Terms from time to time. If Provider makes a material change to the URL Terms, Customer may be informed of such change through the Notification Email Address or via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Partner or Provider via the Help Center within thirty days after receiving notice of the change. Upon such notification, Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then-current term for the affected Product. If the affected Product is renewed, they will be renewed under Provider's then current URL Terms.

1.3 Customer Domain Name Ownership. Prior to providing the Product, Provider or Partner may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Provider will have no obligation to provide Customer with the Product.

1.4 Federal Information Security Management Act (FISMA). The Provider's Product known as "Google Apps Core Services" received a FISMA "Authorization to Operate" for a Moderate impact system. Provider will continue to maintain a System Security Plan (SSP) for the Google Apps Core

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Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Provider does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Provider's entire liability, will be Customer's ability to terminate use of the Product upon thirty days prior written notice.

2. Customer Obligations.

2.1 Compliance. Customer will use the Product in accordance with the Acceptable Use Policy. Provider may make new applications, features or functionality for the Product available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Provider will make other Non-Google Apps Products (beyond the Product) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Provider terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console.

2.2 Customer Administration of the Product. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Partner are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these Product Passthrough Terms. Customer agrees that Provider's responsibilities do not extend to the internal management or administration of the Product for Customer and that Provider is merely a data-processor.

2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Provider providing Customer with the ability to do so, and (ii) Provider to provide the Product.

2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Product, and to terminate any unauthorized use. Customer or Reseller will promptly notify Provider of any unauthorized use of, or access to, the Product of which it becomes aware.

2.5 Restrictions on Use. Unless Provider specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Product to a third party (unless expressly authorized in these Product Pasthrough Terms); (b) attempt to reverse engineer the Product or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Product; (d) use the Product for High Risk Activities; or (e) use the Product to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

2.6 Third Party Requests. Customer is responsible for responding to Third Party Requests. Provider will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify

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Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Provider only if it cannot reasonably obtain such information.

3. Technical Support Services.

3.1 By Customer. Customer or Partner will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Product. Customer or Partner will use commercially reasonable efforts to resolve support issues before escalating them to Provider.

3.2 By Provider. If Customer or Partner cannot resolve a support issue consistent with the above, then Customer or Partner (as applicable based on the agreement between Provider and Partner) may escalate the issue to Provider in accordance with the TSS Guidelines. Provider will provide TSS to Customer or Partner (as applicable) in accordance with the TSS Guidelines.

4. Suspension.

4.1 Of End User Accounts by Provider. If Provider becomes aware of an End User's violation of these Product Passthrough Terms, then Provider may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Provider's request to Suspend an End User Account, then Provider may do so. The duration of any Suspension by Provider will be until the applicable End User has cured the breach which caused the Suspension.

4.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Provider may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Provider Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Provider will provide Customer the reason for the Suspension as soon as is reasonably possible.

5. Confidential Information.

5.1 Obligations. Customer and Provider will: (a) protect the other's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Customer and Provider (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under these Product Passthrough Terms, while using reasonable care to protect it. Customer and Provider, respectively, will be responsible for any actions of its Affiliates, employees and agents in violation of this Section.

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5.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by a third party.

5.3 Required Disclosure. Customer and Provider may disclose the other's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other; and (b) gives the other the chance to challenge the disclosure.

6. Intellectual Property Rights; Brand Features.

6.1 Intellectual Property Rights. Except as expressly set forth herein, these Product Passthrough Terms does not grant either Customer or Provider any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the Customer and Provider, Customer owns all Intellectual Property Rights in Customer Data, and Provider owns all Intellectual Property Rights in the Product.

6.2 Display of Brand Features. Provider may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Product), and within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Provider may also display Provider Brand Features on the Service Pages to indicate that the Product are provided by Provider. Neither party may display or use the other party's Brand Features beyond what is allowed in these Product Passthrough Terms without the other's prior written consent.

6.3 Brand Features Limitation. Any use of Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. Any right to use its Brand Features pursuant to these Product Passthrough Terms may be revoked at any time with written notice to the other and a reasonable period to stop the use.

7. Publicity. Customer agrees that Provider may include Customer's name or Brand Features in a list of Provider customers, online or in promotional materials. Customer also agrees that Provider may verbally reference Customer as a customer of the Provider's Product that is the subject of these Product Passthrough Terms.

8. Representations, Warranties and Disclaimers.

8.1 Representations and Warranties. Customer and Provider represent that each will comply with all laws and regulations applicable to its provision, or use, of the Product, as applicable (including applicable security breach notification law). Provider warrants that it will provide the Product in accordance with the applicable SLA.

8.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

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PARTICULAR USE AND NONINFRINGEMENT. PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT THE PRODUCT IS NOT A TELEPHONY SERVICE AND THAT THE PRODUCT IS NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY PRODUCT CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

9. Term and Termination.

9.1 Term. The term for the Product will be as decided upon between Partner and Customer. These Product Passthrough Terms will remain in effect for the Term.

9.2 Termination for Breach. The Services may be suspended or terminated, if: (i) Customer is in material breach of these Product Passthrough Terms and fails to cure that breach within thirty days after receipt of written notice; (ii) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) Customer is in material breach of these Product Passthrough Terms more than two times notwithstanding any cure of such breaches.

9.3 Effects of Termination. If Services are terminated, then: (i) the rights granted by Provider to Customer, and Customer to Provider will cease immediately (except as set forth in this Section); (ii) neither Customer nor Partner will have access to, or the ability to export, the Customer Data; (iii) Provider will begin to delete Customer Data; and (iv) upon request will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other.

10. Miscellaneous.

10.1 Product Development. The Product was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable civilian and military federal acquisition regulations and any supplements thereto.

10.2 Force Majeure. Due to circumstances beyond Provider’s controls, Provider may not be able to provide the Product.

10.3 No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.

10.4 No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.

10.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Product Passthrough Terms. Customer’s sole remedies will be set forth in its agreement with the Partner.

10.6 Survival. The following sections will survive expiration or termination of these Product Passthrough Terms: Sections 5, 6, 9.3, 10 and 12.

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10.7 Severability. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal, or unenforceable, the rest of these Product Passthrough Terms will remain in effect.

10.8 Conflicting Terms. If there is a conflict between any terms of these Product Passthrough Terms and any other document that makes up the entire agreement as needed for Customer to use the Product, the terms of these Product Passthrough Terms will take precedence.

11. Additional Product Terms.

11.1 Ads. Provider does not serve Ads in the Product or use Customer Data for Ads purposes.

11.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Provider may monitor emails sent to these aliases for Customer Domain Names to allow Provider to identify Product abuse.

11.3 Google Apps Vault Retention. If Customer is using Google Apps Vault, Provider will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer. If Customer does not renew Google Apps Vault, Provider will have no obligation to retain any archived Customer Data.

12. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Product available at http://www.google.com/a/help/intl/en/admins/use_policy.html. The Acceptable Use Policy and such URL link may be updated or modified by Provider from time to time.

"Admin Account(s)" means the administrative account(s) provided to Customer for the purpose of administering the Product. The use of the Admin Account(s) requires a password, which Provider will provide to Customer or Partner.

"Admin Console" means the online tool Customer may use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Product to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Provider to End Users, excluding advertisements provided by any advertising products that are not part of the Product that Customer chooses to use in connection with the Product.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with an entity.

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"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured from time to time.

"Confidential Information" means information disclosed or exchanged under these Product Passthrough Terms that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Product by Customer, End Users, or Partner on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Product.

"Emergency Security Issue" means either: (a) Customer's use of the Product in violation of the Acceptable Use Policy, which could disrupt: (i) the Product; (ii) other customers' use of the Product; or (iii) the Provider network or servers used to provide the Product; or (b) unauthorized third party access to the Product.

"End Users" means the individuals Customer permits to use the Product.

"End User Account" means a Provider-hosted account established by Customer through the Product for an End User.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Google Apps Core Services" means the applicable Product purchased by Customer from Partner which are more fully described here: http://www.google.com/a/help/intl/en/users/user_features.html. The Google Apps Core Services and such URL link may be updated or modified by Provider from time to time.

"Help Center" means the Provider help center accessible at http://www.google.com/support/. The Help Center and such URL link may be updated or modified by Provider from time to time.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Product could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

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"Non-Google Apps Products" means Provider products which are not part of the Product, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865. The Non-Google Apps Products and such URL link may be updated or modified by Provider from time to time.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html. The Non-Google Apps Product Terms and such URL link may be updated or modified by Provider from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Provider. Customer may provide a Partner email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Provider" means the third party provider of the Product.

"Partner" means the entity Customer is paying to provide access to and use of the Product.

"Service Pages" mean the web pages displaying the Product to End Users.

"Product" means, as applicable, the Google Apps Core Services purchased from Partner.

"SLA" means the Service Level Agreement located here for applicable Google Apps Core Services: http://www.google.com/apps/intl/en/terms/reseller_sla.html. The SLA and such URL link may be updated or modified by Provider from time to time.

"Suspend" means the immediate disabling of access to the Product, or components of the Product, as applicable, to prevent further use of the Product.

"Term" means the term of these Product Passthrough Terms, which will continue for as long as Customer is receiving Product from Provider, unless terminated earlier pursuant to these Product Passthrough Terms, or pursuant to Customer's agreement with Partner.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Product. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support Product provided by Provider to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Provider's technical support Product guidelines then in effect for the Product. TSS Guidelines are at the following URL: http://www.google.com/a/help/intl/en/admins/tssg.html. The TSS Guidelines and such URL link may be updated or modified by Provider from time to time.

"URL Terms" means the Acceptable Use Policy, the SLA and the TSS Guidelines.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Info/Consent AGENDA ITEM NO.: 5

DATE: October 4, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Memorandum of Agreement Among City of Fillmore, City of Oxnard, City of Santa Paula, City of Ventura, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute a Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, City of Ventura, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program (Agreement No. A-7917) for a five year term in an annual amount of $32,026.48 for a total contract amount not to exceed $160,132.40.

2. Authorize a contingency of 5 percent annually and authorize the City Manager to make any amendments to this contract going forward up to the total value of the contract ($32,026.48) per year with a reasonable increase in each year (5%).

BACKGROUND

On July 10, 2010, under Resolution No. R10-006, the Los Angeles Regional Water Quality Control Board (LARWQCB) amended the Water Quality Control Plan for the Los Angeles Region to incorporate a Total Maximum Daily Load (TMDL) for Indicator Bacteria in the Santa

Clara River (SCR) Estuary and Reaches 3, 5, 6, and 7. On October 4, 2011, the State Water Resources Control Board adopted the TMDL, which went into effect on March 21, 2012, after it was approved by the U.S. Environmental Protection Agency.

The SCR Bacteria TMDL requires the cities of Santa Clarita, Fillmore, Santa Paula, Oxnard, Ventura, and the County of Ventura and California Department of Transportation as responsible parties ("Parties"). Within the TMDL, each party is to be responsible for each of their assigned individual Waste Load Allocations (WLAs) for discharges from their Municipal Separate Storm Sewer Systems (MS4s). In addition, MS4 Permittees that discharge to Reaches 1 and 2 have WLAs based on allowable exceedance days for the SCR Estuary.

The TMDL makes the cities and counties that have co-mingled stormwater in the MS4, jointly and severally, responsible for meeting the WLAs assigned to MS4 discharges, unless the dischargers demonstrate that their discharges did not cause or contribute to the exceedances.

The TMDL requires the submittal of an in-stream compliance bacteria water quality Monitoring Plan (MP) for the Santa Clara River Watershed within one year of the effective date. As required, the parties submitted a draft compliance MP for approval on March 20, 2013. On April 11, 2016, the Los Angeles Regional Water Quality Control Board (LARWQCB) issued a conditional approval for the MP. The TMDL implementation schedule requires that the responsible parties begin monitoring no later than October 11, 2016.

The County of Ventura and the Cities of Fillmore, Oxnard, Ventura, and Santa Paula desire to cooperatively implement and cost-share for the required Final In-Stream Compliance Monitoring Requirements through a Memorandum of Agreement (MOA). The MOA is proposed to be an equal cost-share agreement, between the County and the Cities of Fillmore, Oxnard, Ventura, and Santa Paula.

This MOA commits the City to pay 20% percent of the total cost at $6,405.50 per year and the other parties to fund the remaining 80 percent. The total cost for the Final In-Stream Compliance Monitoring Requirements for the Lower SCR Bacteria TMDL is estimated capped at $32,026.48 per year, which includes a 5 percent administration fee of $1,525.07 for the County acting as the MOA Lead Agency. Staff requests that the City Council authorize an annual contingency of 5 percent in case the maximum increases in future years.

The California Department of Transportation (Caltrans) is currently not participating in this MOA; however, Caltrans has expressed interest in joining with the parties, pending approval from the Regional Board. If Caltrans elects to join this MOA, Caltrans agrees to pay the County of Ventura for the monitoring and reporting services not exceeding $5,337.75 per year based on the cost allocation formula and the total estimated annual cost. After Caltrans joins this MOA, the first cost share will be prorated to reflect actual cost to be encumbered by the Parties with Caltrans participation and not to exceed Caltrans' cost share so the City would pay $5,337.75 per year.

Each of the responsible parties has agreed to submit a payment within 90 calendar days of receipt of the invoice from the request of the lead agency to fund the SCR bacteria TMDL water monitoring efforts through October 4, 2021. If Caltrans joins the MOA, the City's contribution would decrease to $5,337.75. However, if one or more of the parties withdraws from the MOA, the total annual amount of $32,026.48 would be reapportioned to the remaining entities, so the City would have to pay more than $6,405.50 annually. Since such a change could occur with only thirty days' notice, staff requests that the City Council authorize the City Manager to make any amendments to this MOA up to the full value of the MOA with the 5 percent contingency.

STRATEGIC PRIORITIES

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

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

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

Funds in the amount of $6,405.50 for the City of Oxnard's share for the first year of the MOA are available in the Stormwater Fund (Fund 114, account 114-3501-804-8209) for FY 2016-2017. Funds for future years will be budgeted in those years.

ATTACHMENTS:

Attachment A - Agreement No. A-7917

MEMORANDUM OF AGREEMENT AMONG CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES) TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

This Memorandum of Agreement (Agreement or MOA) is entered into effect on October 5, 2016 among the following entities: City of Fillmore, City of Oxnard, City of Santa Paula, City of San Buenaventura, and County of Ventura (collectively referred to as the "Parties" and individually a "Party").

RECITALS

WHEREAS, on July 10, 2010, under Resolution No. R10-006, the Los Angeles Regional Water Quality Control Board (RWQCB) amended the *Water Quality Control Plan for the Los Angeles Region* (Basin Plan) to incorporate a Total Maximum Daily Load (TMDL) for Indicator Bacteria in the Santa Clara River (SCR) Estuary and Reaches 3, 5, 6, and 7;

WHEREAS, on October 4, 2011, the State Water Resources Control Board approved the TMDL, which went into effect on March 21, 2012;

WHEREAS, the SCR Bacteria TMDL listed the cities of Santa Clarita, Fillmore, Santa Paula, and San Buenaventura and the Counties of Los Angeles and Ventura as responsible parties for Municipal Separate Storm Sewer System (MS4) Waste Load Allocations (WLAs). The California Department of Transportation (Caltrans) has been also identified as responsible party. In addition, MS4 Permittees that discharge to Reaches 1 and 2 have WLAs based on allowable exceedance days for the Estuary. Cities and counties that have co-mingled stormwater in the MS4 are jointly and severally responsible for meeting the WLAs assigned to MS4 discharges, unless the dischargers demonstrate that their discharges did not cause or contribute to the exceedances. Consistent with 40 C.F.R. § 122.26(a)(3)(vi), each co-permittee is only responsible for discharges from the MS4s for which it is an operator;

WHEREAS, the Parties are required to initiate receiving water monitoring on October 11, 2016 in accordance with approved In-Stream Compliance Monitoring Plan for Santa Clara River Estuary and Reach 3 Bacteria Total Maximum Daily Load (Final In-Stream Compliance Monitoring Plan) dated May 10, 2016, or as amended; and

WHEREAS, sometime in the future, the RWQCB may require the Parties to initiate outfall water monitoring within 6 months after receipt of RWQCB comments on the "Indicator Bacteria Total Maximum Daily Load Draft Implementation Plan for Lower Santa Clara River Watershed" submitted by the Parties to RWQCB on March 21, 2015, or as amended; and

WHEREAS, sometime in the future, the Caltrans may wish to join this MOA to collaboratively implement required Santa Clara River Bacteria Monitoring and Reporting Program. In such event, Caltrans will be subject to conditions of this MOA including cost share contributions adjusted as appropriate.

NOW, THEREFORE, for valuable consideration, receipt for which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The term of this Agreement shall begin on October 5, 2016 and end on October 4, 2021.

2. The Parties agree to actively support the monitoring and reporting efforts as required by the SCR Bacteria TMDL during the term of this Agreement by funding *equal contributions* of the total cost of the water monitoring described in the Final In-Stream Compliance Monitoring Plan, which is incorporated herein by this reference, shall not exceed a total of $32,026.48 (thirty two thousand twenty six and forty eight cents) per year for the Santa Clara River Bacteria TMDL monitoring and reporting activities in accordance with proposed budget in Exhibit A, which is attached hereto and incorporated herein by this reference.

3. Each of the Parties agrees to submit payment within 90 calendar days of receipt of an invoice from the Lead Agency to fund its share of the SCR Bacteria TMDL water monitoring efforts.

4. County of Ventura shall act as the Lead Agency under this Agreement and do all of the following:

   A. To award and administer a contract for consultant services to conduct the SCR Bacteria TMDL water monitoring during the term of this Agreement. This contract shall require consultant to hold harmless, indemnify and defend all Parties, each Party individually, and each Party's officials, officers, employees and agents. The contract shall further require consultant to have at least: 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; business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant; workers' compensation insurance as required by law; and employer's liability insurance in an amount not less than $1,000,000 per claimant.

   B. To furnish the Parties a final accounting of the cost of the SCR Bacteria TMDL water monitoring, within one hundred twenty (120) calendar days after the completion of the activities set forth for that year, provided however, the Parties may grant in writing an extension of time to complete the final accounting.

   C. To furnish monitoring data to the RWQCB and provide a copy to the Parties as set forth in the Final In-Stream Compliance Monitoring Plan.

   D. During the term of this Agreement, to act as the Lead Agency for contract management and fiscal coordination in connection with the SCR Bacteria TMDL monitoring.

5. Caltrans may join this Agreement by giving notice in the manner provided in Exhibit B, which is attached hereto and incorporated herein by this reference, to all Parties. Once Caltrans provides such notice, the joining date listed in the notice shall be the effective date of this amendment to the Agreement to include Caltrans; if such joining date is not listed, the effective date of this amendment to the Agreement to include Caltrans shall be thirty (30) calendar days after the date of notice. If Caltrans joins this MOA, Caltrans agrees to pay the County of Ventura for the monitoring and reporting services not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five

cents) per year as shown in Exhibit A and based on the cost allocation formula and the total estimated annual cost, attached hereto and made part of the Agreement by this reference. After Caltrans joins this MOA, the first cost share will be prorated to reflect the actual cost to be encumbered by the Parties with Caltrans participation, with a not to exceed Caltrans' cost share of $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year. If Caltrans joins this Agreement after the other Parties have already paid the Lead Agency based on the calculation without Caltrans, within ninety (90) calendar days of receipt of Caltrans's payment, the Lead Agency shall submit to each Party a payment for the difference between what that Party actually paid and what that Party owes once Caltrans is a party to the Agreement. Caltrans funding encumbered under this Agreement is evidenced by the signature of its District Budget Manager certifying as to funds in the maximum sum of and not exceeding $5,337.75 (five thousand three hundred thirty seven dollars and seventy five cents) per year for the SCR Bacteria TMDL monitoring and reporting related activities in accordance with proposed budget as shown at the bottom of Exhibit A and adjusted to include Caltrans in the future to represent Caltrans' share of the work costs. Any cost to be invoiced above this sum will require an amendment to this Agreement.

6. Each of the Parties agrees to pay a five (5) percent administration fee to the Lead Agency for preparing and managing the contracts and budget for SCR Bacteria TMDL monitoring. The administration fee will be calculated from the total consultant contract amount and equally cost shared among the Parties. In any case, this administrative fee, when added to the costs of monitoring and reporting, shall not exceed each Party's contribution amount listed in Exhibit A.

7. Any Party may withdraw from this Agreement for any reason or for no reason at all by giving the other Parties at least thirty (30) calendar days' written notice thereof. The withdrawing Party shall be responsible for its allocated costs up to the date of its withdrawal. The Lead Agency shall notify in writing RWQCB within fourteen (14) calendar days of receiving written notice from any Party that intends to withdraw from this Agreement. From the date of a Party's withdrawal or the date that the withdrawing Party pays all of its allocated costs, whichever is later, that Party shall no longer be bound by any term of this Agreement other than the indemnification and hold harmless provision. If a Party elects to withdraw from cost sharing of SCR Bacteria TMDL monitoring and reporting services before the end of the term of the Agreement, it is agreed that the remaining cost share will be distributed among other Parties based on the existing cost allocation formula. Each Party maximum liability for the MOA defined monitoring and reporting costs shall be limited to the amount reflected in Exhibit A, and incurred by the County up to the date of termination.

8. Each Party shall assume the defense of, indemnify and hold harmless the other Parties and each of their officials, officers, employees and agents from and against any and all actions, damages, liability or claims for death, injury, loss, damage or expense to persons or property to the extent arising from or related to the negligent or willful acts or omissions of the indemnifying and defending Party in connection with SCR Bacteria monitoring and reporting activities, except to the extent such actions, damages, liabilities or claims have arisen from or relate to the negligent or willful acts or omissions of any indemnified Party or Parties, as determined by agreement of all Parties or by judgment by a court of competent jurisdiction. No party shall request a jury apportionment.

9. If Caltrans joins this Agreement, all obligations of Caltrans under the terms of this Agreement are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This Agreement has been written before ascertaining the availability of federal or State legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if the Agreement was executed after that determination was made. If Caltrans joins the Agreement, it is valid and enforceable as to Caltrans as if sufficient funds have been made available to Caltrans by the United States Government or California State Legislature for the purposes set forth in this Agreement. If Caltrans joins the Agreement and later learns that the United States Government or the California State Legislature does not appropriate sufficient funds for Caltrans to participate in this Agreement, Caltrans has the option to withdraw from this Agreement by giving notice in the manner provided in Exhibit C, which is attached hereto and incorporated herein by this reference, to all Parties. Should Caltrans exercise its option to withdraw from this Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement, and the indemnification and hold harmless provision in the Agreement. Once the Parties receive written notice from Caltrans that it has opted to withdraw from this Agreement, the written withdrawal date in the notice, or if such withdrawal date is not listed, thirty (30) calendar days after the date of notice, this Agreement shall automatically revert to the language of the Agreement before Caltrans joined—although all amendment language adopted after Caltrans joined the Agreement that does not specifically relate to Caltrans joining the Agreement shall remain valid—without any further action by the Parties.

10. If Caltrans joins the Agreement, any Party intending to enter onto a Caltrans right of way to effectuate the terms of this Agreement shall first make a written request to Caltrans, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. Caltrans shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-Caltrans parties not interfering with or threatening the safety of the traveling public or the integrity of the Caltrans infrastructure. In such case, Caltrans shall condition that right of entry on the accompaniment of a Caltrans representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of Caltrans. Where adverse impacts to traffic or the traveled way can be anticipated by Caltrans, Caltrans may require the requesting Party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. Caltrans will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

11. Monitoring data collected will remain in draft form until finalized and submitted to the RWQCB. Prior to such disclosure, no Party may share the monitoring data generated from the Program with members of the public without first notifying the Lead Agency, unless so required by law or court order.

12. Waiver by a Party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this

Agreement. In no event shall the making by any Party of any payment constitute or be construed as a waiver by that Party of any breach of covenant or any default that may then exist on the part of any other Party, and the making of any such payment by a Party shall in no way impair or prejudice any right or remedy available to that Party or any other Party with regard to such breach or default.

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

14. No Party shall assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without every other Party's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect.

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

16. Any person executing this Agreement on behalf of a Party warrants and represents that he or she has the authority to execute this Agreement on behalf of that Party and has the authority to bind that Party to the performance of its obligations hereunder.

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

18. Any notice pursuant to this Agreement shall be made by certified mail or registered letter, return receipt requested, or by overnight courier to all Parties at the following addresses:

To the Lead Agency —
Ewelina Mutkowska
County of Ventura
800 S Victoria Avenue
Ventura, California 93009-1610
Phone: (805) 645-1382

To the City of Fillmore —
City Manager & City Engineer
City of Fillmore
250 Central Avenue
Fillmore, CA 93015
Phone: (805) 524-1500 x. 114

To the City of Santa Paula —
Brian Yanez
City of Santa Paula
PO Box 569
Santa Paula, CA 93061-0569
Phone (805) 933-4212

To the City of San Buenaventura —
Joe Yahner
CITY OF SAN BUENAVENTURA
PO Box 99
Ventura, CA 93002-0099
Phone: (805) 652-4558

To the City of Oxnard —
Daniel Rydberg

To California Department of Transportation (if elects to join in the

City of Oxnard
305 West Third Street
Oxnard, CA 93030
Phone: (805) 385-8280

future)
District 07
Design Division, Storm Water Unit
Alberto A. Angelini
100 South Main Street, Suite 100, MS 13
Los Angeles, Ca 90012

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **COUNTY OF VENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

LEROY SMITH,
County Counsel, County of Ventura

_____
Alberto Boada, Principal Assistant

Ventura County Public Works Agency

_____
Jeff Pratt, Director

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF FILLMORE** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: _____
Diane McCall, Mayor

ATTEST:

_____
Diana Impeartrice, Deputy City Clerk

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF OXNARD** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, Department Manager

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SANTA PAULA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date: _____
Brian Yanez, Public Works Director

ATTEST:

_____
Judy Rice, City Clerk

MEMORANDUM OF AGREEMENT
AMONG
CITY OF FILLMORE, CITY OF OXNARD, CITY OF SANTA PAULA, CITY OF SAN BUENAVENTURA, AND COUNTY OF VENTURA (PARTIES)
TO PROVIDE EQUAL COST SHARING FOR SANTA CLARA RIVER BACTERIA MONITORING AND REPORTING PROGRAM

Signature Page

By the authorized signatures below the **CITY OF SAN BUENAVENTURA** agrees to the Agreement and agrees to provide for equal cost sharing for the next five years of the required SCR Bacteria TMDL monitoring and reporting.

Signature: _____ Date:_____
Erik Nasarenko, Mayor

ATTEST:

_____
Antoinette M. Mann, City Clerk

Exhibit A

Cost Sharing Distribution Table

Monitoring and Reporting Period: October 11, 2016 - October 10, 2017	Contract Amount
12-month Monitoring and Reporting estimate	**$ 25,417.84**
Contingency (20%)	$ 5,083.57
County of Ventura 5% Administrative Fee	$ 1,525.07
TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 6,405.30
CITY of San Buenaventura	$ 6,405.30
City of Fillmore	$ 6,405.30
City of Santa Paula	$ 6,405.30
City of Oxnard	$ 6,405.30
Total	**$ 32,026.48**

Future Adjusted Cost Sharing Distribution Table (if Caltrans Joins Agreement)

Monitoring and Reporting Period: *To Be Determined*	Contract Amount
12-month Monitoring and Reporting estimate	**$ 25,417.84**
Contingency (20%)	$ 5,083.57
County of Ventura 5% Administrative Fee	$ 1,525.07
TOTAL	**$ 32,026.48**

MOA Parties	Contribution Amount
County of Ventura	$ 5,337.75
CITY of San Buenaventura	$ 5,337.75
City of Fillmore	$ 5,337.75
City of Santa Paula	$ 5,337.75
City of Oxnard	$ 5,337.75
Caltrans	$ 5,337.75
Total	**$ 32,026.48**

Exhibit B

Notice to All Parties of Caltrans' Election to Join the Agreement

Date of Notice: _____

Pursuant to Section 5 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to join the Agreement. In joining the Agreement, Caltrans agrees to all provisions of the Agreement, including all of the benefits and burdens bestowed upon Caltrans due to the provisions of the Agreement, and Caltrans asserts that it shall comply with all provisions in the Agreement. Thus, Caltrans shall become a party to the Agreement such that the term "Party" used therein shall apply to Caltrans and the term "Parties" used therein shall include Caltrans.

The date whereby Caltrans shall join the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

Exhibit C

Notice to All Parties of Caltrans' Election to Withdraw from the Agreement

Date of Notice: _____

Pursuant to Section 11 of the agreement titled "Memorandum of Agreement among City of Fillmore, City of Oxnard, City of Santa Paula, CITY OF SAN BUENAVENTURA, and County of Ventura (Parties) to Provide Equal Cost Sharing for Santa Clara River Bacteria Monitoring and Reporting Program," entered into effect on October 5, 2016 (Agreement), which is incorporated herein by this reference, the California Department of Transportation (Caltrans) elects to withdraw from the Agreement. In withdrawing from the Agreement, Caltrans shall remain responsible for its share of liability, if any, incurred while participating in this Agreement.

The date whereby Caltrans withdraws from the Agreement, which in any case shall be at least fifteen (15) calendar days after the date of notice listed above, is: _____.

To effectuate this election, Caltrans shall provide this Notice to all other parties to the Agreement in the manner required by Section 18 of the Agreement.

By _____ Date: _____
District Director

APPROVED AS TO FORM AND PROCEDURE:

By _____
Attorney

CERTIFIED AS TO FUNDS:

By _____
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND CONDITIONS:

By _____
Accounting Administrator

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 1

DATE: October 4, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

Angelica Navarro

SUBJECT: Report on Homeless Shelter Efforts (15/30/30)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council: 1) Accept the report on "Feasible Alternatives to the National Guard Armory Winter Shelter for this Winter and Long Term Solutions Beyond 2016,"; 2) Give direction to staff on short and long-term Winter shelter solutions for the homeless; and 3) Approve staff's recommendation to participate in a partnership with the City of Ventura, and other partners, to find a regional shelter solution for homeless for the 2016-2017 Winter.

BACKGROUND

In an effort to examine short and long-term solutions to housing homeless in the City of Oxnard, with a goal of linking them up with existing supportive service providers and transitioning them into permanent housing as much as possible, staff did a Request for Proposals and contracted Ron Mulvihill of *Housing Innovations and Solutions*. The instructions to Mr. Mulvihill were to engage local homeless service providers and stakeholders to: (1) Focus on solutions for this coming winter, and (2) develop long-term solutions to homelessness. In particular, he was charged with identifying solutions other than the National Guard Armory as a Winter shelter for the homeless. More recently, he was also asked to consider as an option a proposal from the City of Ventura to jointly operate a shelter for homeless this coming winter, probably at the National Guard Armory site in Ventura.

Mr. Mulvihill has prepared a report titled, "Feasible Alternatives to the National Guard Armory Winter Shelter for this Winter and Long Term Solutions Beyond 2016" to summarize his findings (Attachment A). The report also details existing resources available to serve the homeless on a County-wide basis, as well as ideas for effective referral of homeless to shelters and appropriate services. It emphasizes that to solve the problem of homelessness in Oxnard, a regional solution needs to take place. This could take the form of a 'Gateway' housing model as described later in this staff report, or a *Best Practice* approach that utilizes smaller centers in parallel efforts in different cities of Ventura County. Key to success of either effort will be coordination with the County of Ventura's Continuum of Care collaborative, with which most of the community organizations and agencies mentioned above, and others, already participate.

This staff report summarizes Housing Department staff input and Mr. Mulvihill's findings, as well as the input obtained from community members.

The Problem

The homeless problem persists despite the numerous agencies serving the homeless on both the County and City level, as well as dozens of nonprofit homeless providers of service (see list of Homeless Service providers in Ventura County - Exhibit 1). The gaps in the continuum of care in the County are at the front end – a lack of emergency or crisis shelter for the homeless; and at the back end – a lack of extremely affordable rental/housing units. These gaps require communities to collaboratively develop a plan to adequately address the challenge.

Community Input

Mr. Mulvihill's research, findings, and recommendations resulted from numerous meetings with County and City officials and staff, the Oxnard Commission on Homelessness, and meetings with dozens of homeless service providers, faith-based and community homeless advocates, and experts in the field. Input was also received from the public in two workgroup meetings held August 2nd and 29th at the Oxnard Library. Approximately 15 persons attended each workshop. The attendees included: public officials, Homeless Commissioners, and individual's currently experiencing homelessness.

Community Action of Ventura County

The first option explored for the 2016 Winter Warming Shelter, was with Community Action of Ventura County (CAVC). CAVC, located at 621 Richmond Ave, Oxnard, has been very supportive of operating an overnight shelter for homeless. However, their current facility which, with some modifications, could adequately provide for overnight shelter is not currently in an area zoned for homeless shelters, and the location has potential environmental issues that would preclude it from obtaining approval from the City for an overnight shelter for homeless. Staff began discussions with CAVC to find another location in the City that CAVC could operate for the 2016 Winter Warming Shelter, but the retirement of the CAVC Executive Director in

September, and the recent exit of their operations manager, has made this idea infeasible for 2016.

Staff will continue discussions with CAVC to explore the possibility their operation of a year-round, transitional shelter in a location zoned for homeless shelters by December 2017. A year-round shelter would have the capacity to expand the number of shelter beds during the Winter months and would operate in partnership with a consortium of community organizations and public agencies. Staff has determined this to be one of the possible long-term solutions.

Other potential solutions are discussed below.

Option A – A Non-Regional Oxnard Based Approach for a Winter Warming Shelter

A viable plan exists for a homeless shelter for women and children at the Kingdom Center in Oxnard for the current year. An overarching concern, however, is that in the options listed below for a winter shelter for homeless men, an operator or a site for the current year have not yet been secured.

1) **Expansion of services at the Kingdom Center for homeless women and children.** The Kingdom Center is located at 1450 S. Rose Avenue, on property owned by the City of Oxnard. It is an Oxnard based Crisis Housing and Service Center. During the Winter months of December 2016 thru March 31, 2017, the Kingdom Center could expand and provide shelter for twenty to thirty Homeless Women and Children. However, first an analysis of zoning and land use requirements, as well as a review of whether any restrictions exist on use based on original funding sources used to purchase the site, would have to be examined.

   The Kingdom Center has offered to provide a sprung structure, at a cost of approximately $429,000, and provide 24-hour security. Harbor Church Kingdom Center would operate the facility. The structure would need to meet all meet all applicable building codes. The City would provide, or help raise funds from other donors, for temporary staff to operate the shelter during the winter months and for food, laundry, and other necessities. The estimated cost for this option is $84,300.

   The Kingdom Center is open to discussions for a year-round women and children homeless service center. The Kingdom Center could provide the structure and security, but resources for year-round staffing would need to be identified. Discussions thus far are too preliminary to estimate costs for a year round shelter.

2) **Expansion of 5 beds at the Rescue Mission (RM).** The Rescue Mission Alliance operates a year-round shelter for homeless men at 264 E. 6th Street, in Oxnard. There is capacity for the RM to expand its current emergency shelter by adding 5 more beds

to bring their service number from 35 to 40 men during the Winter months of December 2016 thru March 31, 2017. Estimated cost: No fiscal impact to City.

3) **Develop a new shelter for men in Oxnard.** Implement an Oxnard based Crisis Housing and Service Center during the Winter months of December 2016 thru March 31, 2017 for 40-50 homeless men operated by a provider yet to be determined in location zoned to allow emergency shelters. The location could be a vacant lot or a building. Once a location is found, similar to CAVC, modifications to a building may be necessary to comply with building codes, or similar to the Kingdome center a temporary structure could be erected. There are too many unknowns to determine a cost for this option at this time.

4) **Faith-Based Organizations.** A collaboration of Oxnard faith-based congregations working in a united effort to adopt homeless families during the Winter months of December 2016 thru March 31, 2017, and to house them on congregation property or in congregation members' homes following the *Family Promise* model or a similar rotating model. If families are housed on congregation property, the property would need to be in a zone that allows emergency shelters, and the structures would need to be in compliance with all building codes.

   The estimated cost for this effort would primarily be borne by the congregations. If improvements to be compliant with building codes are needed to a congregation's property, the cost would be borne by the organization.

Option B – A Regional Shelter at the National Guard Armory in Ventura

Earlier in the year, the Ventura City Council approved for its staff to collaborate with staff in the City of Oxnard on a joint effort to provide a winter shelter for the homeless. Similar to the model used last year, a regional shelter would be operated in in partnership with the City of Ventura, City of Oxnard, and other partners, such as the County of Ventura, the Society of Saint Vincent de Paul-Los Angeles, the Ventura County Rescue Mission Alliance, faith-based organizations, and other partners. The intent for this year would be to operate the shelter at the Ventura National Guard Armory facility. Although this model is not an ideal model, it would give the City, and its partners, time to pursue more favorable alternatives to sheltering homeless during the Winter months and year-round

The National Guard Armory is generally available from the hours 6:00 p.m. to 6 a.m. daily from December 1, 2016 thru March 31, 2017. This model would be run by Steven Karnazes of Advanced Tactical Training Institute, the same operator of last year's Winter Warming Shelter. Improvements to the operation may include new intake rules based on input from partner agencies. The estimated cost to run the shelter out of the Ventura Armory is $332,000. Last year's winter shelter was funded through a variety of sources, and it is unknown at this time how

much those sources will contribute to this year's shelter. Approximate amounts contributed were $104,000 by the County of Ventura, $43,798 by the City of Ventura, $49,720 by the City of Oxnard, $50,000 by the Society of Saint Vincent de Paul, $10,000 from the City of Camarillo, $29,000 from private donations, and $45,690 from a County Emergency Shelter grant, for a total of $332,208.

Shortcomings to the Armory Model of Shelter

Homeless users of the Armory shelter reach up to 150 men, women and children on some nights. Due to the large numbers of homeless users in such a regional approach to shelter, the armory model is referred to by some as "warehousing" the homeless. The large numbers seeking shelter make it very difficult for case managers to engage with the homeless between the hours of 6 p.m. to 6 a.m., which are the only hours the Armory can be used for sheltering. Early each morning all shelter users must return back to the streets.

Without discounting the efforts to house homeless shelter users by the Ventura County Human Service Agencies and St Vincent de Paul's case management teams, the majority of Winter Warming Shelter residents return each year to the street at the close of operations. Very few users of the Winter Warming Shelter actually find permanent housing.

In the absence of a better solution, the Armory at least provides a shelter of last resort for homeless during the winter months, particularly for a significant number of persons who will only seek shelter during the winter months.

The needs of some individuals, for example, extreme mentally ill homeless cases or homeless families, are generally beyond the scope of services of a winter shelter and would need to be referred to other services and housing.

Option C – A Non-Armory Regional Approach

Option C is to use last year's operator or a different operator, to be identified, to operate a regional shelter in partnership with Ventura and other cities in the County. Ventura, even with the help of a realtor, has not been able to identify a suitable building in a properly zoned area for the current Winter. In order for this option to be feasible, a suitable building in Oxnard or other area that is zoned for overnight shelter use would have to be found. An operator would also have to be identified. It is estimated that this option would be considerably less expensive than the National Guard Armory, primarily due to the high rent cost of the Armory, which is nearly $53,000 for four months.

Best Practice Encouraged

As an initial step to end homelessness, the US Inter Agency Council on Homelessness, the US Department of Housing and Urban Development (HUD), and the Ventura County Ten-Year Plan

to End Homelessness recommend discontinuing large regional Winter Warming Shelters and replacing them with smaller, multiple, municipal based and supported emergency shelters throughout the region. This model more effectively houses the homeless. In accordance with these recommendations, Oxnard is in a position to work towards collaborative solutions that will permit it to support, and possibly operate its own Winter Warming Shelter, or shelters, for the future and to plan for year-round shelter operations in future years.

Mr. Mulvihill's report also addresses interim solutions to address homelessness during the development of adequate housing for the homeless. These interim solutions could include *Safe Sleeping* locations, *Legal Homeless Campsites, Mobile Showers and Restrooms, and Homeless Court – PATH* model. (See Exhibit H, Interim Suggested Models, to Attachment A). In addition to interim solutions Mr. Mulvihill provides best practices on innovative models. such as onsite workforce/business/trade development. In this model homeless are trained in onsite jobs geared towards sustaining the housing services, operations and costs to run the programs and housing. Examples of possible enterprises include Tilapia Fish farming or solar storage battery production

Long-term Alternatives to Winter Warming Shelter

Beyond a short term solution for this winter, Mr. Mulvihill's report states that the City should support efforts to develop a long term alternative to the Winter Warming Armory model of shelter. Efforts could be made to establish a private/public/corporate/nonprofit partnership collaboration. This collaboration would develop, fund, build and staff one or more year-round multi-agency resource/crisis housing centers. The center(s) should provide 24/7 reception, intake, and case management engagement. This approach allows multiple nonprofits and agencies working in tandem to provide various levels of case management and engagement. (See Exhibit I, Multi Agency Resource Center, in Attachment A).

Discussions with the City of Ventura and the County are also in process regarding the possibility of a joint venture between the Cities of Oxnard, Ventura and the County for a regional "Gateway" crisis housing and service community center serviced by an array of nonprofits and service agencies. A potential site being looked at is in an unincorporated area of Ventura County, though located within one-quarter mile of public transportation. Such a concept would be similar to the above independent municipal year-round center but it could serve a larger geographical section of the County.

As described in the beginning of this report, discussions are on-going with Community Action of Ventura County for a long term year-round shelter-service center. The organization has indicated they may sell their existing drop-in center property, and find a location in a zone that allows homeless shelters. If the Kingdom Center is able to accommodate homeless women and children, then CAVC, or another operator, would only have to accommodate men, which would eliminate some tasks necessary when both men and women are housed in the same shelter.

Five-Year Plan to End Homelessness

Appendix B is an initial draft for a five-year plan to end homelessness, consistent with the City Council's Quality of Life Strategic Priorities.

STRATEGIC PRIORITY – QUALITY OF LIFE

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

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

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

FINANCIAL IMPACT

There is no financial impact for the recommended actions at this time. All information presented in this report represents options and does not commit the city or its partners to funding. It should be anticipated that the City will be asked to contribute to a Winter Warming Shelter for December 2016- March 2017. Staff estimates that we will return with a funding request to the City Council by Oct. 25, 2016.

ATTACHMENTS:

Attachment A Feasible Alternatives to the National Guard Armory Winter Shelter

Five Year Plan to End Homelessness

Feasible Alternatives to the National Guard Armory Winter Shelter for this Winter and Long-term Solutions Beyond 2016

by
Ron Mulvihill

for the

City of Oxnard

September 13, 2016

Housing Innovations and Solutions

housinginnovationsandsolutions.com

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ACKNOWLEDGEMENTS

The proposed recommendations were developed out of research compiled, explored and studied in detail by housing and homeless advocate and consultant Ron Mulvihill of *Housing Innovations and Solutions*. His research and findings resulted from numerous meetings with County and City Officials and Staff, The Oxnard Commission on Homelessness, as well as meetings with dozens of homeless service providers, Faith-based and community homeless advocates and experts with many years of experience in the field. Research, experience, *Best Practice* approaches and expertise were drawn from veteran experts working decades in the homeless and housing arena including recently retired County of Ventura Human Service Agency Homeless Program Coordinator Karol Schulkin; retired Executive Director of the Ventura County Homeless & Housing Coalition, Cathy Brudnicki; Program Administrator of Ventura County One Stop Program, Kate Mills; and Oxnard Homeless Commissioners Darlene Miller, Sue Brinkmeyer and David Courtland.

In addition, valuable information was drawn from the working collaboratives of the nonprofits' leadership, case managers, and homeless & housing specialists and advocates who make up the *Oxnard Providers,* the *Ventura Social Services Task Force,* the *Continuum of Care of Ventura County* and its *Housing and Services Committee*. Input was also received from the public in two workgroup meetings held August 2nd and 29th at the Oxnard Library which was also attended by public officials including Mayor Pro Tem Carmen Ramirez, Assistant City Manager Scott Whitney, Housing Director Arturo Casillas, and Homeless Commissioners David Courtland, Darlene Miller, Francisco Jaena, and representing Supervisor Zaragoza's office, Lourdes Solórzano (see workgroup meeting minutes – Exhibit A). Interviews were also conducted with individuals currently experiencing homelessness. The information drawn from the above was compiled and presented in this report and delivered to the City of Oxnard through Housing Director Arturo Casillas for analysis.

INTRODUCTION

The challenges that communities across the country face due to the high numbers of individuals, families and children who are experiencing the condition of homelessness are difficult to overcome and can only be effectively addressed by a collaborative approach of homeless and housing advocates, nonprofits service providers and agencies, faith based congregations, City, County, State and Federal officials, elected leaders and staff, Chambers of Commerce, Businesses and Corporations. It is hopeful to note that some communities have been more successful than others in making effective strides in reducing homelessness and the City can look to their examples for effectively addressing the challenge locally. Rather than starting from scratch, the City can build upon working best practice models of programs and establish them in Oxnard while tweaking them to meet the City's unique needs.

Incorporating, implementing, and adopting published recommendations of local, regional and national studies, such as the Updated County of Ventura 10-Year Plan to End Homelessness, the US Interagency Council on Homelessness, and U. S. Department of Housing and Urban Development (HUD) provides the community a head start in tackling the problem.

Purpose of this Study

This study was initiated by the Housing Department of the City of Oxnard under the Direction of Housing Director Arturo Casillas, to assist the Department in identifying feasible alternatives to the National Guard Armory Model of Winter Warming Shelter that has rotated between Oxnard and Ventura for over a decade in Western Ventura County during the Winter months. The intent of this study is to provide alternatives to the City in order to better address the challenges homeless are faced with in finding appropriate crisis housing for the winter months and beyond.

BACKGROUND

St. Vincent de Paul Discontinues Winter Warming Shelter

Three years ago the Society of St. Vincent de Paul gave notice to public officials and alerted the community of its decision to discontinue operating the Winter Warming Shelter after the 2014/15 season. The organization's focus shifted to establishing a homeless engagement team that would work year-round to more effectively engage and house greater numbers of homeless in the County.

After the final year of St. Vincent de Paul's operation, homeless service providers and advocates had hoped that smaller more manageable municipal based shelters would be established respectively in each City, one in Oxnard and one in Ventura. However, due to zoning, code and logistical challenges in both cities neither Ventura nor Oxnard implemented alternatives to the traditional model. Instead, the Cities decided to jointly collaborate in running the Winter Warming Shelter for one more (2015/16) season at the Oxnard National Guard Armory.

Shortcomings to the Armory Model of Shelter

The cost of operating the shelter during the four winter months at the National Guard Armory last year (2015/16 winter) was just over $332,000. Rent alone for the National Guard Armory, for a four-month period, with limited night-time only use was approximately $50,000. Over the last few Winter Warming Shelter seasons homeless users of the armory shelter have reached up to 120 men, women and children on some nights. Due to the large number of homeless users of such a regional approach to shelter - the armory model is referred to by some as "warehousing" the homeless. The large numbers seeking shelter make it very difficult for case managers to engage with the homeless between the hours of 6 p.m. to 6 a.m. Early each morning all shelter users must return back to the streets.

Without discounting the efforts of the Ventura County Human Service Agencies and St Vincent de Paul's case management teams to transitionally and permanently house homeless shelter users, the majority of Winter Warming Shelter residents return each year to the street at the close of operations.

Transportation is also a challenge for the homeless and very costly. Because the Winter Warming Shelter has traditionally been rotated each year from the Oxnard and Ventura armories many homeless must travel long distances to seek shelter costing operators up to $20,000/per year for bus tokens as was the case in 2014/15 winter.

In looking at the data of Ventura County's Homeless Management Information System (HMIS) reports, it is clear that most shelter users returned to homelessness upon the close of each winter season. In 2013 there were 446 unduplicated homeless shelter users of which 322 returned to homelessness. In 2014, the number of unduplicated shelter users totaled 868 of which 735 returned to homelessness.

It should be noted that Oxnard homeless residents make up the majority of the Winter Warming Shelter users in Western Ventura County. According to HMIS statistics for:

> 2013 - Oxnard homeless residents comprised 228 of the Winter Warming Shelter users as opposed to Ventura's 125;
>
> 2014 - Oxnard numbers reached 512 compared with Ventura's 134;
>
> 2015 Oxnard users 337 compared to Ventura's 107 (See HMIS Statistics – Exhibit B).

HOMELESS SERVICES COUNTYWIDE RESOURCES AND GAPS

Existing Homeless Services Countywide

Although residents of Ventura County have numerous agencies serving the needs of the homeless on both the County and City level, as well as dozens of nonprofit homeless providers of service (see extensive resource list of Homeless Service providers in Ventura County – Exhibit C), the homeless problem persists. The gaps in the continuum of care in the County at the front end are – a lack of emergency or crisis shelter for the homeless (what this report focuses on); and at the back end – a lack of extremely affordable rental/housing units. These gaps are

warning signs that over time if ignored will be harder to address and will challenge communities to collaboratively and creatively develop innovative plans that lead to solutions.

Best Practice Encouraged to Produce Effective Results that lead to Housing

As an initial step to end homelessness, the US Inter Agency Council on Homelessness, U. S. Department of Housing and Urban Development (HUD) and the Ventura County Ten-year Plan to End Homelessness recommends discontinuing large regional Winter Warming Shelters in order to more effectively house the homeless by replacing them with smaller, multiple, municipal based and supported emergency shelters throughout the region with shorter stays for homeless users (see US Interagency Council on Homelessness and Ventura County Ten Year Plan to End Homelessness recommendations – Exhibit D). In accordance with these recommendations, Oxnard is poised to support and operate its own Winter Warming Shelter System for this season and to plan for a year-round shelter/crisis housing system in future years because of its existing shelter resources and services documented below.

OXNARD SHELTER AND SERVICE RESOURCES

Community Resources

Several homeless shelters currently operate year-round in Oxnard including:

1) the Ventura County Rescue Mission and Light House that serves men and women at:
   a) the Rescue Mission for Men serving up to 35 per night;
   b) The Lighthouse Mission for Women serving 25 -30 Women and Children;
2) the Kingdom Center/Harbor Church's Emergency Shelter for Women and Children;
3) Community Action of Ventura County's Drop-In Center

The above organizations also have transitional housing programs attached.

In addition, the City of Oxnard is serviced by Ventura County Human Service Agency's Homeless Case Management team that works in conjunction with St. Vincent de Paul's Homeless Case Management team and Housing Specialists. Together with the collaboration of the *Oxnard Providers,* all have endorsed the *Housing Oxnard Principals* developed by Tim Hockett, Executive Director of Community Action of Ventura County. These shared Principals to house the homeless offer a unified vision and direction for achieving more effective results. The City of Oxnard's Commission on Homelessness also passed a resolution endorsing *Housing Oxnard* (see *Oxnard Providers* and *Housing Oxnard* -Exhibit E).

City of Oxnard Homelessness Resources

The City jointly funded last year's Regional Winter Warming Shelter which sheltered an unduplicated total of 653 Homeless persons. According to the City's 2015-16 CAPER the City is not a direct provider of physical, mental or behavior health services but provides funding support for the City's programs through service providers that assist homeless. These providers receive funding from the City which disperses its HESG and CDBG Grants to support:

- the daytime drop-in centers at Community Action of Ventura County and Turning Point Foundation;
- emergency and transitional housing facilities through the Kingdom Center's program for women and children including victims of domestic violence and substance abuse;
- Turning Point's assistance to individuals with mental health issues;
- Many Mansions' assistance to Transitional Aged Youth at its 8-unit apartment complex;
- the County of Ventura Human Service Agency's Rapid Rehousing and Homeless prevention program where clients receive assistance with security deposits and initial rent to re-enter stable housing or to avoid becoming homeless;
- six previously homeless persons who transitioned from the Winter Warming Shelter to housing through St. Vincent de Paul, Salvation Army and The Veterans Administration.

The Oxnard Housing Department also has set aside (15) Section 8 vouchers prioritized for homeless individuals, as well as VASH Section 8 vouchers for veterans. In addition, the Interim Homeless Service Manager of the Oxnard Housing Department provides staff support to the City Council's Homeless Committee chaired by Mayor Pro Tem Ramirez and to the appointed Commission on Homelessness, and also serves on the Regional Continuum of Care of Ventura County.

City of Oxnard's Prevention of Homelessness and Homeless Assistance

The City's ESG funds provided service providers and agencies the ability to serve 317 Adults and 58 children resulting in preventing homelessness for 12 adults and 2 children providing Rapid Rehousing to 13 adults and 3 children; providing shelter for 66 adults and 48 children; and engagement through street outreach to 226 adults and 5 children.

Oxnard Supported Project Outcomes

Turning Point Foundation provided 52 mentally ill adults which included 29 chronically homeless with emergency shelter. 43 of these residents successfully exited to transitional and permanent housing.

The Kingdom Center provided shelter to 114 clients (66 adults and 48 children) of which 75% increased their income by time of exit through their case management and programs.

The County of Ventura Human Service Agency assisted 25 homeless persons from Oxnard comprising 10 households in obtaining housing. Six months later 90% served were stably housed. Also, 18 Oxnard residents benefited from the Homeless Prevention Program and 87% of these households were stably housed 6 months later.

OXNARD'S CAPACITY TO ESTABLISH A WINTER WARMING SHELTER SYSTEM

The above listed resources position the City of Oxnard to collaborate in expanding the current providers of emergency shelter into an effective sheltering system this winter season.

These varied resources also equip Oxnard to plan collaboratively for and to establish a year-round *Crisis Housing and Service Center* that would help close the gap at the front end of the continuum of care by engaging homeless clients and providing a path to permanent housing.

Expanding Current Shelter Provider's Capacity

Currently, there is ongoing dialogue and planning with the Kingdom Center and Ventura County's Rescue Mission and their leaderships to expand their current capacity as a short term solution for this 2016/17 Winter Warming Shelter season. In addition, dialogue and planning is ongoing to utilize case management teams and nonprofit providers to continue engaging clients with services and a path to housing and independence at the proposed shelter expansion sites.

Implementing a successful collaborative Winter Shelter System is contingent on a continuum for short term "crisis" shelter and services that encourages engagement by homeless clients with case management leading to bridge/interim housing during their transition in obtaining Section 8 or VASH vouchers and/or available permanent housing/rental units.

Homeless Referral System

Such a Winter Shelter System would include a *Homeless Referral System* to link the homeless with shelter and supportive services through public service announcements of Winter Shelter locations, start dates, requirements, etc. to be disseminated through the press, drop in centers, *One Stop, Oxnard Providers, COC,* public library, faith based congregations and the City and *COC* websites. In addition, the Ventura County Continuum of Care Pathways to Home-Coordinated Entry system should be utilized. Once the Winter Warming Shelters are opened, the Case Management teams serving Oxnard would rotate through the Winter Warming Shelters on designated nights as detailed in MOU agreements between the agencies and the City.

"Special Needs" Referrals System

Extreme mentally ill homeless cases will be referred to the County Behavioral Health case management team and/or the RISE program. Veteran's Affairs Case Managers will engage with homeless veterans. Transitional Adult Youth (TAY) Tunnel will be linked with *Interface's* case management team. Homeless Families will be linked to *Family Promise* or other Faith based congregational programs for homeless families.

MAKING HOMELESSNESS A TOP PRIORITY IN OXNARD

Declaring Homelessness a State of Emergency

The problem of homelessness will not be adequately solved without making housing the homeless a top priority. Cities that have seriously addressed the issues of homelessness have given the issue high priority by declaring homelessness a "Disaster" or declaring a citywide "State of Emergency" in order to access emergency funding, fast track immediate emergency

measures that include ordinance changes, zone changes, as well as Building and Safety approvals for new building technologies. Such declarations have been used to speed up and more effectively address the challenge while initiating temporary measures discussed below in more detail which offer homeless who, because there are not yet enough shelter options available, remain on the streets. Communities simultaneously invest in short term bridge/transitional housing and wrap around case management services for those waiting for permanent housing. (see press articles regarding declarations – Exhibit F)

Solving homelessness will also require increased investment in extremely affordable and affordable housing and in innovative, low cost, highly efficient new forms of manufactured/modular prefabricated housing including panel, prefab constructions, and premanufactured modular factory constructed housing. Off the grid housing such as *Dome* and *Earthship* designs currently used in Texas and New Mexico, as well as shipping containers converted into high efficient manufactured housing (currently used by the US military and many other countries) should also be considered (see Designs – Exhibit G).

INTERIM SOLUTIONS

Development of Adequate Housing for the Homeless

In the interim while the above types of housing units are being developed, transitional solutions should be implemented to serve those who remain homeless due to lack of shelter beds and housing. During the transition phase of ending homelessness if enough shelter, transitional beds or housing units are not available some temporary/emergency remedies should be made available in the community for homeless residents that do not have alternatives. These could include:

Safe Parking/Sleeping locations on church or private property for the homeless population living in their cars (Santa Barbara program model);

Legal Homeless Campsites that can be used when river bottom sweeps are made and shelter beds are not available (Seattle and Portland models);

Mobile Showers and Restrooms on church owned and private properties (*Showers of Blessings* - Santa Barbara model and Lava Mae - San Francisco Model).

Homeless Court – (San Diego model*)* (See Interim Suggested Models – Exhibit H)

Ventura National Guard Armory Option for This Winter

The City of Ventura has proposed to jointly operate with the City of Oxnard a Winter Warming Shelter at the National Guard Armory of Ventura repeating the model of last year's Winter Warming Shelter. This non-best practice model will be run by the same operator as last year's 2015/16 and is contingent upon contracting with the State for the Ventura National Guard Armory site which at the date of this report has not been secured. Although this would repeat one more year of the Armory model of shelter, it would give the Cities more time to pursue the long-term alternative to establish a year-round Crisis Housing Service Center described in the next section. If this option is selected, then Cities should start planning now for next year's

municipally based Crisis Housing Service Centers so they do not once again face this same dilemma next fall rushing for a solution.

LONG-TERM SOLUTIONS

Alternatives to Winter Warming Shelter

Beyond a short term solution for this winter, the City should support staff in its efforts to develop a long term alternative to the Winter Warming Armory model of shelter. Efforts should be made to establish a private/public/corporate/nonprofit partnership collaboration that would develop, fund, build and staff a year-round multi-agency resource/crisis housing center that provides 24/7 reception, intake, and case management engagement. In addition, such a service center should have crisis shelter beds and bridge housing units, and provide various levels of case management engagement opportunities offered by multiple nonprofits and agencies working in tandem (See Multi Agency Resource Center Exhibit I).

Discussions with the City of Ventura and the County could begin regarding a joint venture between the Cities of Oxnard, Ventura and the County utilizing Ventura County unincorporated land and funds for a regional "Gateway" crisis housing and service community center operated jointly by an array of nonprofits and service agencies. Such a concept would be similar to the above independent municipal year-round center but it could serve a larger geographical section of the County.

Discussions for long term solutions for year-round shelter-service center in an SB-2 Zone area of Oxnard are ongoing with Community Action of Ventura County. Future plans for the organization to sell their existing drop-in center property and relocate to an SB-2 zone area are being considered.

Innovative Models

Some communities are looking at new, innovative models of self-sustainable shelter and transitional housing. One of these models incorporates onsite workforce/business/trade development that trains individuals in onsite jobs geared towards sustaining the housing services, operations and costs to run the programs and housing. One such model is the *Therapeutic Housing and Vocational Training Center* that has been developed by *REBUILD*, a nonprofit in Santa Maria. One example is a transitional housing service center that has on the property a hydroponic farming system that provides food for sale in the community and for use by the residents of the facility. Residents could be trained and hired to work in the business that would generate profits that would be used to pay for the Center's housing and programs. Other models could focus on a variety of businesses such as Tilapia Fish farming or solar storage battery production offering residents/users training and employment at the facility's dedicated business, while also providing residents a practical skill/trade to enter a competitive job market. These onsite or adjacent businesses could help fund a shelter/housing program and its operations making it self-sustaining. Some communities are considering this model for addressing the populations coming out of prisons throughout the state (see Therapeutic Housing – Exhibit J).

SUGGESTED RECOMMENDATIONS FOR OXNARD CITY COUNCIL

That the Council of the City of Oxnard:

approve staff to negotiate, support, implement and/or make use of:

1) an Oxnard based Crisis Housing and Service Center during the Winter months of December 2016 thru March 31, 2017 for twenty to thirty Homeless Women and Children which will be operated by the Kingdom Center and Harbor Church by expanding their current operations on City of Oxnard property located at 1450 S. Rose Avenue.
2) Ventura County's Rescue Mission's expansion of its current emergency shelter by increasing their capacity by reserving 5 more homeless beds for men during the Winter months of December 2016 thru March 31, 2017.
3) an Oxnard based Crisis Housing and Service Center during the Winter months of December 2016 thru March 31, 2017 for 40-50 homeless men operated by a provider yet to be determined in an SB-2 zoned vacant lot or business office/warehouse.
4) a collaboration of Oxnard Faith based congregations working in a united effort to adopt homeless families during the Winter months of December 2016 thru March 31, 2017 and to house them on congregation property or in congregation members' homes following the Family Promise model or a similar rotating model.
5) developing a long term Shelter/Service options that would be operated year-round by a collaboration of Oxnard homeless service providers within Oxnard's SB-2 zones on a vacant lot or in a 2500 to 5000 square foot warehouse/business park offering short term shelter Crisis Housing, Services and Case management engagement opportunities to shelter users.
6) an amendment to Oxnard City Code Division 11 SEC. 16-164 that would strike wording that would not allow services to be provided at an emergency short term or year-round shelter in C-M Commercial & Light Manufacturing Zone.

If 1 thru 4 are not considered feasible options for this Winter Warming Shelter season, then approve staff to implement:

7) a joint collaboration of the Cities of Oxnard and Ventura to run another season of Winter Warming Shelter in the City of Ventura at the National Guard Armory from the hours 6:00 p.m. to 6 a.m. daily from December 1, 2016 thru March 31, 2017. This model will be run by the same operator of last year's Winter Warming Shelter.

FINANCIAL IMPACT OF RECOMMENDED OPTIONS

1. Kingdom Center/Harbor Church Women and Children's Winter Warming Shelter Expansion for 20-30 additional residents.

The Kingdom Center/Harbor Church is willing to fund the:

construction of an innovative 60' X 90' SPRUNG STRUCTURE (See Exhibit K)
on the Rose Property for a Women and Children's Winter Warming Shelter

for a cost of approximately $429,000. Provide 24-hour Security for the Shelter; operate the Program from 5:00 p.m. to 8:00 a.m. daily from December 1, 2016 thru March 31, 2017.

The City will provide support in raising funding for:

Salaries - 3 Staff members for18 weeks/ 4 months		$63,000
Catering/Food		11,000
Laundry service		4,000
Storage Container rental		1,300
Portable Showers and Toilets	to be determined	
Misc.		5,000
		$ 84,300

The City as landlord will hook up electricity to structure, and expedite permitting of structure. Fiscal Impact -yet to be determined. The City will establish a crosswalk between the Ventura County Social Services Center across Rose Avenue to 1450 S. Rose. Fiscal Impact – yet to be determined.

2. Ventura County's Rescue Mission Men's Shelter expansion of 5 beds reserved for this season. No fiscal impact to City.

3. Oxnard based Crisis Housing and Service Center during the Winter months of December 2016 thru March 31, 2017 for 40-50 homeless men operated by a provider yet to be determined in an SB-2 zoned vacant lot or business office/warehouse.

Tents and beds (loaned by Ventura County Disaster Services) erected on a vacant lot.

5 Staff for 18 weeks		105,000
Security from 5:00 p.m. to 8:00 a.m.		11,000
Catering/Food		24,000
Leasing Vacant lot for min. year lease		36,000
Laundry Service		5,000
Portable Showers and Toilets	- to be determined	
Misc.		5,000
Storage Container Rental		1,300
		$187,300

4. Oxnard Faith based congregations working in a united effort to adopt homeless families during the Winter Months - Fiscal Impact – Staff Time to be determined

5. Long term Shelter/Service Options for Year-Round

A collaboration of nonprofits to operate a Service Center within Oxnard's SB-2 zones on a vacant lot or in a 2500 to 5000 square foot warehouse/business park offering short term Shelter/Crisis Housing and Services and case management engagement opportunities provided by Oxnard Homeless Service Providers. Fiscal Impact yet to be determined.

6. Ordinance Amendment – No fiscal impact to City.

7. Ventura National Guard Armory Option for This Winter

The Ventura City Council unanimously passed a proposal that included recommending that Ventura in collaboration with the City of Oxnard run the Winter Warming Shelter another year at the National Guard Armory. The fiscal impact to the City would be helping to fund an operation jointly with the total costs of operating shelter could rise above $332,000, last year's total expense to run the shelter with a breakdown of funding sources and expenses below:

Major funding sources:

$104,000	County of Ventura
$50,000	SVDP
$43,798	City of Ventura CDBG
$22,440	City of Oxnard CDBG
$27,280	City of Oxnard HDGF
$10,000	City of Camarillo
$28,847	Private donations
$45,690	EFSP (City of Ventura
$332,055	

Major Expenses:

$126,559	Shelter Staff and Security
$19,000	Shelter Manager
$49,720	Armory Rent
$5,000	Shelter Insurance
$43,290	Nightly meal expense
$27,410	Janitorial expenses
$14,066	Laundry and linens
$11,000	Gold Coast bus passes
$18,668	Shelter supplies
$9,700	Admin fees
$2,177	Storage Container rental
$5,465	Misc. Costs
$332,055	

Exhibit A

Public Work Group Meeting Minutes:

Public Workgroup Meeting Minutes for Alternatives to Armory Shelter August 2, 2016

Attendees: Nick Starkey -St Vincent de Paul (SVDP) Housing Specialist; Molly Skidmore – SVDP Social Worker; Miguel Marquez -ILRC Community Advocate; Amanda Herrera – SVDP Social Services Supervisor; David Courtland – Oxnard Homelessness Commissioner; Sal Gonzalez – Habitat For Humanity; Darlene Miller Gonzalez - Oxnard Homelessness Commissioner; Vince Behrens – Downtown Business District Board member; Kim Relharte - Downtown Business District Board member; Abel Magana – Downtown Business District Executive Director; Peggy Rivera – Homeless Advocate; Arturo Casillas – Oxnard Housing Department; Ron Mulvihill – Oxnard Consultant, Housing Innovations and Solutions

Housing Director Arturo Casillas opened the meeting with a welcome and overview of the Agenda speaking to the need for exploring alternatives to the past model of shelter at the National Guard Armory. He reported on discussions between existing Oxnard shelter providers regarding expanding their current capacities in order to absorb this Winter's Warming Shelter homeless population in Oxnard. Discussions are ongoing between Ventura County's Rescue Mission, the Kingdom Center and Harbor Church's Women and Children's Shelter as well as Community Action of Ventura County. Ron Mulvihill explained that we are hoping to get faith-based congregations to adopt families using the Family Promise model. Dialogue is also continuing with Oxnard Providers and case managers from the County and St. Vincent de Paul to collaborate on engaging homeless clients at this upcoming Winter Shelter season. The City of Ventura's proposal for a joint Winter Warming Shelter at the Ventura Armory was also discussed as well as the City of Oxnard and the City of Ventura making a joint application for the County's Shelter building funds.

Commissioner Darlene Miller brought up the possibilities of engaging businesses because they know how to bring out the public, referencing the 20,000 people that attended the last Salsa Festival.

Amanda Herrera, the social services Director for St. Vincent de Paul gave a tutorial on Best Practices for emergency shelter. She stressed that she hoped the City would not continue to use the old model of Winter Warming Shelter because of the huge challenges it brings due to the large number of homeless users sometimes reaching up to 150 individuals per night. She expressed how difficult it was to engage shelter clients in such an environment with so many people, during the night time hours between 6p.m. and 6a.m. She spoke to developing a more down-sized, smaller municipal based shelter where case management could be more effective. She educated the attendees on the importance of having a low barrier sometimes referred to as "harm reduction" so that those who are experiencing addiction or mental illness are not turned away from shelter.

Commissioner David Courtland brought up complaints of homeless who were turned away from last year's Winter Warming Shelter and objected to the high barrier approach. He said he had

Exhibit A – continued:

reports that breathalyzers were used to turn people away from the Shelter. Amanda said that a new model of shelter should be able to deal with three special populations: sex offenders, homeless clients who have animals, and homeless clients that are on medication.

Arturo Casillas reported on a HUD workshop he attended that spoke of the successes of having "homeless courts" attached to shelters. There was a consensus among attendees that a barrier to the shelter should be that no violence will be tolerated.

Abel Magana of the Downtown Business District stressed that mental health issues of the homeless needed to be met more appropriately by service providers.

Alternative temporary structures were discussed as possibilities for shelter including tents that could be provided by the County Disaster Services; and the Veterans Stand Down event was referred to regarding the Navy's temporary/tent structures.

Sal Gonzalez stressed that the issue of homelessness has been discussed for years and it is time that the City make it a priority. He suggested issuing an RFP, requests for proposals, to build and operate a shelter.

Vince Behrens of the Downtown Business District suggested that Ron explore the SB-2, by right shelter zones, for appropriate buildings or properties that the City could use to build such a shelter.

Nick Starkey of St. Vincent de Paul reiterated the difficulty he experienced attempting to engage homeless clients in the large Winter Warming Shelter environment. He said that Ventura County's One Stop, and Community Action's Drop-In Center works well to engage the homeless with case management during the daytime hours and felt that a new model should be 24 hours. He suggested a shelter/service center that takes homeless during the daylight hours. This model should have Services in the day and be considered for the long-term solutions.

Miguel Marquez stressed that we need a marketing campaign to educate the community on homelessness.

The meeting was adjourned after agreeing to meet in the near future.

Public Workgroup Meeting Minutes for Alternatives to Armory Shelter August 29, 2016

Attendees: Amanda Herrera – SVDP Social Services Supervisor; David Courtland – Oxnard Homelessness Commissioner; Sal Gonzalez – Habitat For Humanity; Darlene Miller Gonzalez - Oxnard Homelessness Commissioner; Vince Behrens – Downtown Business District Board member; Abel Magana – Downtown Business District Executive Director; Peggy Rivera – Homeless Advocate; Cindy Wilson – Kingdom Center; Martin Ledesma – Oxnard resident; Lupe Ledesma – Oxnard resident; Lourdes Solórzano – representing Supervisor Zaragoza's office; Douglas Ready – Oxnard resident; Regina Egan – Oxnard resident; Gloria Mary Chinea – Oxnard resident; Carmen Ramirez – Mayo Pro Tem City of Oxnard; Francisco Jaena – Oxnard Homeless Commissioner; Scott Whitney – Assistant City Manager City of Oxnard; Sherry Pence

Exhibit A – continued:

– Oxnard resident; Ellen Riebel – Oxnard resident; Alex Reyes – Oxnard resident; Arturo Casillas – Oxnard Housing Department; Ron Mulvihill – Oxnard Consultant, Housing Innovations and Solutions.

Arturo Casillas opened the meeting with welcoming remarks and invited the attendees to introduce themselves. He asked Ron Mulvihill to report on the progress for the upcoming winter season alternatives.

The meeting was attended by several homeless residents who showed up raising concerns about their urgent situations resulting from a recent sweep by the State Park's officials. Complaints were made that they were given no notice to move, their personal items were confiscated including needed medicines and prescriptions.

Douglas Ready described the shocking and inhumane way that he and other homeless were treated during the sweep. He noted that he had been homeless in the camp for over two years without incident. He suggested that the homeless attendees access assistance from the social service providers represented at the meeting.

Mayor Pro Tem Carmen Ramirez promised that she would look into the situation and how it was handled. Sal Gonzalez said that he was meeting with an attorney to address the issue.

Special Needs populations were discussed. Arturo Casillas reported that he recently met with Chris Russell, Director of the County of Ventura Human Service Agency's Homeless Engagement Team. He discussed ways in which we could better serve the Special Needs population of homeless.

Peggy Rivera urged that Oxnard run its own stand-alone shelter. Commissioner Francisco Jaena suggested that we look to others' Best Practice models operating in other cities. The Oxnard Housing Element was discussed and the need for it to be adopted so that the City could take advantage of funds provided by the State to address homelessness. City Ordinances should also be looked into regarding treatment of the homeless.

Peggy Rivera mentioned the Pastoral Luncheon which occurred on August 24. She felt hopeful that congregations would come forward to volunteer assisting the homeless this winter. She hopes to form a Clergy Committee that will help in these issues.

Another homeless attendee shared that most homeless are not in their condition by choice. She expressed the need for showers to be available for the homeless. This led to a discussion of portable shower operations used in other cities including "Shower to the People" that offers 50 showers a day in another city. Also, Santa Barbara's nonprofit that provides showers on church property is called 'Showers of Blessings.' The need for interim solutions such as safe sleeping and legal camping be made available if housing and shelter is limited and/or not adequate to meet the present need.

Assistant City Manager Scott Whitney said he was happy that he attended the meeting saying that it broadened his perspective. He stressed the importance of managing the situation better and

Exhibit A – continued:

To minimize the impact of homelessness and discussed the close attention needed to address the mentally ill homeless. He said he helped hire Arturo Casillas as Housing Director for the City and complimented him for his passion to alleviate homelessness. He thanked Peggy Rivera for alerting him about the meeting.

Sal Gonzalez said that we in Oxnard have the capacity to deal with the situation, we need to be creative with the solution and also, give greater preference to the homeless with Section 8 vouchers. He also brought up the issue of homeless veterans and unused VASH Section 8 vouchers.

Ron updated the group on long term alternative SB-2 sites and vacant lots and business parks that could be developed for a year-round shelter and service center. He also shared that plans were being made for a Women and Children's parallel shelter/service center on the city property presently being operated by the Kingdom Center for homeless Women and Children.

Ron Mulvihill thanked those in attendance and promised to email all attendees the minutes of the past two meetings and the meeting was adjourned.

Exhibit B

HMIS Statistics:

Western Ventura County National Guard Armory Winter Warming Shelter Statistics

Ventura County's Homeless Management Information System (HMIS) Unduplicated Statistics

2013 Shelter Stats - 446 total Homeless Shelter Residents;

- 315 Males, 112 Females,
- 16 Children, 6 Males, 10 Females;
- 228 Oxnard Residents; 125Ventura Residents
- 291 Homeless prior to entry
- 35 Veterans
- 446 Less than 30-day stay
- 89 Average served each night
- 322 returned to Homelessness

2014 Shelter Stats– 868 total Homeless Shelter Residents;

- 470 Males, 232 Females,
- 147 Children, 77 Males, 70 Females;
- 512 Oxnard Residents; 134 Ventura Residents
- 50 Veterans
- 335 - Homeless prior to entry
- 868 Less than 30-day stay
- 735 returned to homelessness
- 118 Average served each night

2015 Shelter Stats – 653 total Homeless Shelter Residents;

- 451 Males, 174 Females;
- 28 Children, 13 Males, 15 Females;
- 337 Oxnard Residents; 107 Ventura Residents
- 51 Veterans
- 377 reported Homeless prior to entry
- 509 used shelter 61-180 days
- Average served each night not available from stats provided
- 273 returned to homelessness

Exhibit C - Ventura County Service & Housing Resources

Service Type	Service Name	Agency	Population Served	Level	Region	Number of Homeless FTE Case Managers	Average Caseload (# households per CM)	Capacity-Total Number of Clients Served
Shelters	Domestic Violence Shelters	Coalition for Family Harmony	Women and Children	1	County-wide			
Shelters	Lighthouse	Ventura County Rescue Mission	Women and Children	1	Oxnard			
Shelters	Rescue Mission	Ventura County Rescue Mission	Men	1	Oxnard			
Drop-In Center	Community Action Drop-In Center	Community Action Ventura County	All	1	Oxnard	4	30	120
Permanent Supported Housing	Scattered Site	Community Action Ventura County	All	1	Ventura/Oxnard			
Shelters - Winter Warming	Ojai Valley Family Shelter	Faith Based	All	1	Ojai			
Shelters	Interface Runaway & Homeless Youth S	Interface Children & Family Services	Youth Ages 12-17	1	County-wide	2	20	
Outreach	Interface Street Outreach Program	Interface Children and Family Services	Youth Ages 12 to 21	1	Oxnard/Ventura	2.5	20	
Shelters	Domestic Violence Shelters	Interface Children and Family Services	Women and Children	1	County-wide	3	2	
Drop-In Center	Spirit of Santa Paula	Kay Wilson-Bolton: kay@spiritsp.org	All	1	Santa Paula			
Drug and Alcohol	Khepera House Detox & Residential Tre	Khepera House	Men	1	County-wide			
Short Term Transitional Housing	~~Gabriel's House~~ Kingdom Center	Kingdom Center	Women and Children	1	Oxnard			
Shelters	Kingdom Center	Kingdom Center	Women and Children	1	Oxnard			
Drop-in Center	Lutheran Social Services Drop-in Center	Lutheran Social Services	All	1	Thousand Oaks	2		40
Permanent Supported Housing	Casa de Paz	Many Mansions	Mentally Ill	1	Simi Valley			
Permanent Supported Housing	Esseff Village	Many Mansions	All	1	Thousand Oaks			
Permanent Supported Housing	Pepper Tree Apartments	Many Mansions	All	1	Thousand Oaks			
Permanent Supported Housing	Richmond Terrace	Many Mansions	All	1	Thousand Oaks			
Permanent Very Low-Income Housing	El Patio	People's Self Help	All	1	Ventura			
Outreach	PU Homeless 2 Home	Project Understanding	All	1	Ventura/Oxnard	1		
Permanent Supported Housing	SHORE	Project Understanding	All	1	Ventura	1		
Outreach/Rapid Re-Housing	VA Homeless Outreach (SSVF)	Salvation Army	Families	1	County-wide			
Drop-in Center	Salvation Army Service Center	Salvation Army-Ventura	All	1	Ventura			
Outreach	SA Homeless 2 Home	Salvation Army-Ventura	All	1	Ventura			
Short Term Transitional Housing	Transitional Living Center	Salvation Army-Ventura	Families and Women	1	Ventura			
Outreach	SVdP Outreach	St Vincent de Paul	All	1	County-wide			
Outreach/Rapid Re-Housing	SVdP CoC RRH	St Vincent de Paul	Families	1	County-wide	3	25	75
Case Management	SVdP Case Management	St Vincent de Paul	All	1	County-wide	1	20	20
Housing Search and Placement	SVdP Case Management	St Vincent de Paul	All	1	County-wide			
Landlord Engagement	SVdP Case Management	St Vincent de Paul	All	1	County-wide			

Exhibit C - Ventura County Service & Housing Resources continued:

Drop-In Center	The Samaritan Center	The Samaritan Center	All	1	Simi Valley	1 (1.3)	30 (42.3)	100 (55)
Drop-In Center	Our Place (Safe Haven) Multi-Service Ce	Turning Point Foundation	Mentally Ill	1	Ventura			
Outreach	TPF Homeless 2 Home	Turning Point Foundation	Mentally Ill	1	Ventura	1.4	35	50
Safe Haven	Our Place Safe Haven	Turning Point Foundation	Mentally Ill	1	County-wide	1	10	10
Short Term Transitional Housing	River Haven	Turning Point Foundation	All	1	Ventura	1	28	28
Short Term Transitional Housing	Vince StreetTransitional Housing	Turning Point Foundation	Veterans	1	Ventura	1	10	10
Permanent Supported Housing	Stephenson Place	Turning Point Foundation	Mentally Ill	1	Ventura	1	10	10
Permanent Supported Housing	Wooley House	Turning Point Foundation	Mentally Ill	1	Oxnard	0.6	15	15
Permanent Very Low-Income Housing	VASH Vouchers	VA/Oxnard Housing Authority	Veterans	1	Oxnard			
Permanent Very Low-Income Housing	VASH Vouchers	VA/Ventura City Housing Authority	Veterans	1	Ventura			
Outreach	PATH	Ventura County Behavioral Health	Mentally Ill	1	County-wide			
Permanent Very Low-Income Housing	Permanent Supportive Housing	Ventura County Behavioral Health	Mentally Ill	1	Oxnard			
Drop-In Center	Ventura County One Stop	Ventura County HCA	All	1	Ventura			
Drop-In Center	Ventura County One Stop	Ventura County HCA	All	1	Oxnard			
Medical	Healthcare for the Homeless	Ventura County HCA	All	1	Ventura/Oxnard/Simi Valley			
Outreach/Rapid Re-Housing	H.S.A. Homeless Services Program	Ventura County Human Services Agency	All	1	County-wide	4	30	300+
Case Management	H.S.A. Homeless Services Program	Ventura County Human Services Agency	All	1	County-wide			
Credit Repair	H.S.A. Homeless Services Program	Ventura County Human Services Agency	All	1	County-wide			
Housing Search and Placement	H.S.A. Homeless Services Program	Ventura County Human Services Agency	All	1	County-wide			
Landlord Engagement	H.S.A. Homeless Services Program	Ventura County Human Services Agency	All	1	County-wide			
Short Term Transitional Housing	RAIN Program	Ventura County Human Services Agency	All	1	County-wide			
Drug and Alcohol	Rescue Mission Residential Treatment	Ventura County Rescue Mission	Men	1	Oxnard			
Short Term Transitional Housing	Light House	Ventura County Rescue Mission	Women	1	Oxnard			
Permanent Very Low-Income Housing	Permanent Supportive Housing	Ventura Housing Authority	All	1	Ventura			
Shelters - Winter Warming	Simi Valley - P.A.D.S.	The Samaritan Center	All	1	Simi Valley	1	5	35
Shelters - Winter Warming	T O - Conejo Valley Winter Shelter		All	1	Thousand Oaks			
Shelters - Winter Warming	West County Winter Warming Shelter		All	1	Ventura/Oxnard			

Exhibit D

US Interagency Council on Homelessness Recommendations:

Crisis Response

Shelters, street outreach, and other crisis services are the front-lines of any community's response to homelessness. They serve a critical function in helping people meet basic survival needs like shelter, food, clothing, and personal hygiene, and are often the first form of a compassionate response. But homelessness is only truly ended for people when they obtain and maintain stable housing. In many communities, this will require making a shift from a set of *homeless services* that only ameliorate the immediate crisis of homelessness to a *crisis response system* that can help prevent and resolve it.

This response is what, in *Opening Doors*, we call the homeless crisis response system. It is an overall system that involves the coordination and reorientation of programs and services to a Housing First approach, and emphasizes rapid connection to permanent housing, while also mitigating the negative and traumatic effects of homelessness.

We believe that an effective crisis response system:

- **Identifies** people experiencing or at risk of experiencing homelessness
- **Prevents** homelessness whenever possible
- Provides immediate access **through coordinated entry** to shelter and crisis services without barriers to entry, as stable housing and supports are being secured
- Quickly connects people who experience homelessness to **housing assistance and/or services** tailored to the unique strengths and needs of households and which enable them to achieve and maintain permanent housing

In an effective crisis response system, outreach providers coordinate with one another to ensure full community coverage, connect people to local coordinated assessment processes and needed health care and emergency services, and work as part of a system for connecting people to stable housing using a Housing First approach.

Emergency shelter and stabilization services are readily available to provide immediate safety and address crisis needs. Stabilization services may include access to school or early childhood care and learning, public benefit programs, employment services, reunification services, and/or health care, including substance use and mental health services. For survivors fleeing domestic violence, specialized shelters and services should also be available within the local crisis response system.

A community-wide Housing First approach has the following elements:

Emergency shelter, street outreach providers, and other parts of the crisis response system are aligned with Housing First and recognize that their role encompasses housing advocacy and

Exhibit D - continued:

- rapid connection to permanent housing. **Staff in crisis response system services believe that all people experiencing homelessness are housing ready.**
- Strong and direct referral linkages and relationships exist between crisis response system (emergency shelters, street outreach, etc.) and rapid rehousing and supportive housing. **Crisis response providers are aware and trained in how to assist people experiencing homelessness to apply for and obtain permanent housing.**
- The community has a **unified, streamlined, and user-friendly community-wide process** for applying for rapid re-housing, supportive housing, and/or other housing interventions.
- The community has a **coordinated assessment system** for matching people experiencing homelessness to the most appropriate housing and services.
- The community has a **data-driven approach to prioritizing highest-need cases** for housing assistance, whether through an analysis of lengths of stay in Homeless Management Information Systems, vulnerability indices, or data on utilization of crisis services.
- Policymakers, funders, and providers **collaboratively conduct planning** and align resources to ensure that a range of affordable and supportive housing options and models are available to maximize housing choice among people experiencing homelessness.
- Policies and regulations related to supportive housing, social and health services, benefit and entitlement programs, and other essential services do not inhibit the implementation of the Housing First approach. For instance, **eligibility and screening policies for benefit and entitlement programs or housing do not require the completion of treatment or achievement of sobriety as a prerequisite.**
- Every effort is made to offer a tenant a **transfer** from one housing situation to another, if a tenancy is in jeopardy. Whenever possible, eviction back into homelessness is avoided.

Ventura County Ten Year Plan to End Homelessness recommendations:

The Updated Plan emphasized a focus on chronic homeless persons incorporates guiding principles following the best practice known as Housing First including:

- Shifting away from providing more and more shelter and transitional beds while moving towards providing permanent housing as soon as possible.
- Minimize the length of stay in shelters and transitional housing and aligning resources to help homeless obtain permanent housing as quickly as possible through Rapid Rehousing.
- Moving towards rapid engagement, support and housing placement through Assertive Community Treatment.
- Implement a service plan that helps persons placed in case managed re-entry beds obtain permanent housing.
- Creating permanent affordable housing units for which a household spends no more than 30% of their monthly income on basic housing needs.
- Ensure rental and utility assistance is given to households that need it during their transition to independence.
- Provide Permanent Supportive Housing which ends a person's homelessness instead of managing their homeless experience with emergency food, clothing and shelter.
- Providing Homeless Prevention Resources is less expensive and more effective than helping households after becoming homeless.

Exhibit D - continued:

- Preventing persons from being discharged into homelessness is less costly and more effective than helping them after becoming homeless.
- Building up a private and public partnership is necessary to end homelessness

Exhibit E

Oxnard Providers are a group of Oxnard Based Providers that offer Services to the Homeless and include:

St Vincent de Paul
Pacific Clinic
County of Ventura Human Services Agency
Ventura County One Stop Ventura County's Rescue Mission
Oxnard Housing Department
Ventura County Continuum of Care
Food Share
All Saints Homeless Outreach
Interface Children and Family Services
Project Understanding
Oxnard Police

Housing Oxnard was developed by Tim Hockett the Executive Director of Community Action of Ventura County and endorsed by the Oxnard Providers and the Oxnard Commission on Homelessness. Here are the principles listed below:

Housing Oxnard

Who we are

Housing Oxnard is a collaborative group of service providers dedicated to promoting a safe, attractive and thriving community by ending homelessness in Oxnard. The group is currently comprised of the Society of St. Vincent de Paul, The Salvation Army, Community Action of Ventura County, Ventura County Human Services Agency, the Transitional Adult Youth (TAY) Tunnel, the Rescue Mission, One-Stop, and representatives of individual churches and coordinators of service among others.

What we do

We seek to provide a community-wide end to homelessness by bringing together the skills and resources of a wide range of community partners in support of the efforts of homeless persons to become rehoused.

How we do it

We share several guiding principles:

- Ending homelessness cannot occur without the support of all sectors of our community, including government, service providers, the faith-based community, businesses, community residents and homeless persons themselves.
- Solving homelessness requires an adequate supply of housing that very low income people can afford.
- Homelessness is a high-risk condition that has severe impacts on each homeless person and on the larger community. For this reason, we affirm that homelessness (even if by choice) is not acceptable.

Exhibit E - continued:

- We believe that homelessness is a condition, not a character trait, and believe homeless persons should be treated with respect and be offered every opportunity to improve their lives.
- Because of the complexity and uniqueness of each homeless person's situation, we believe that each homeless person must be engaged, assessed and evaluated for strengths and vulnerability, so that services can be offered to meet individualized needs.
- Service delivery is most effective when connected to meaningful engagement.
- Coordinated service maximizes positive impact on homeless individuals, is more economic and efficient, and minimizes duplication.
- Recognizing that some homeless persons have diminished capacity due to health or other issues, solutions to homelessness usually involve a mix of personal responsibility and social responsibility. The ratio varies depending on each individual's capacity and each community's resources.
- We recognize that solutions to homelessness often require political will and governmental action. For this reason, we view advocacy as a necessary part of what we do.
- As an integral part of our service, we will encourage positive community living behaviors and will discourage high-risk, illegal, and anti-social behaviors.
- We realize that multiple models of service will be required to end homelessness, among which "housing first" and "rapid rehousing" strategies are primary, evidence-based practices. Both of those approaches require access to housing that people living in poverty can afford.

In keeping with these principles, we will work collaboratively in a client centered way. We will make every effort to engage all homeless persons with a view toward urging them into a path that leads out of homelessness. We will embrace a coordinated entry system that includes: comprehensive assessment, vulnerability screening and movement into a strong system of supports. We will provide services that help homeless persons both survive homelessness and permanently leave homelessness. We will work to uphold the values of respect, personal responsibility, fairness, caring and good citizenship. We will work to increase the partnerships necessary to achieve the goal of ending homelessness. We will create accountability systems that demonstrate positive outcomes. We will advocate for the development of housing that is affordable to persons of very limited means. We will advocate advancement of our mission when and where needed.

Why it matters

Homelessness represents the deepest measure of poverty. The condition of homelessness robs individuals of their dignity, their privacy, their health, their independence and even their identity. It places them in living conditions that are unacceptable in our society. Homeless persons suffer at great cost not only to themselves, but also to the community – in health care, police and court interventions. Homelessness is often viewed as a scourge or blight on the community. Ending homelessness not only helps those barely existing, it makes the community a better place for all. The 2015 "point-in-time" count identified 1,417 homeless persons on one day in Ventura County, there were 603 identified in Oxnard, the highest concentration in the County. Experts tells us that the point-in-time count represents only a portion of those who are homeless during the year. Therefore, it is critical that the community marshal all of its community resources and work together to end homelessness.

Exhibit F

Press Articles:

Cities, States Turn To Emergency Declarations To Tackle Homeless Crisis

"We're galvanizing attention and getting the resources we need to address the problem."
11/11/2015 11:47 am ET
Rebecca Beitsch Pew's Stateline

This piece comes to us courtesy of Stateline. Stateline is a nonpartisan, nonprofit news service of the Pew Charitable Trusts that provides daily reporting and analysis on trends in state policy.

Governments typically declare a state of emergency to deal with natural disasters like hurricanes and wildfires. But over the last two months, several West Coast cities and one state have used the declarations to tackle a worsening homeless crisis.

Hawaii, Los Angeles, Seattle and Portland, Oregon, have all declared states of emergency, using the proclamations as a way to loosen up funds or bypass ordinances to take swifter action.

Other cities and states across the country are also grappling with rising homelessness. With shelters at capacity, Washington, D.C., started housing families in motel rooms to help pre-empt the surge of people looking for winter shelter. In New York City, where most homeless people are housed in shelters, the city is looking to add 500 beds for the winter.

But the emergency declarations represent a new approach. One motivation is to publicize the problem, but officials say the declarations are more than a public relations gambit and will lead to big changes for the homeless in their cities.

Exhibit F - Press Articles continued:

"It has created a sense of emergency, and it describes the situation because we're in a crisis. We're galvanizing attention and getting the resources we need to address the problem," said Greg Spiegel, homelessness policy director for the mayor of Los Angeles, Democrat Eric Garcetti.

In Hawaii, Democratic Gov. David Ige's 60-day declaration extends contracts with homeless services providers and sets aside money for a family shelter. Kimo Carvalho of the Institute for Human Services, which describes itself as "the state's homeless shelter," said the declaration was intended to solve "a bureaucracy problem."

"It's a way for the government to do something about a problem actually happening now," rather than waiting for the Legislature, Carvalho said.

Other homelessness advocates say the declarations are aimed at addressing a polarizing problem, but it's too soon to know whether they will prove effective.

"These states of emergency are addressing a feeling people have. People are upset about the encampments and people on the street—whether it's because they feel sorry for them or because they don't like them," said Nan Roman, president of the National Alliance to End Homelessness. In some places, the declaration preceded concrete plans to address the problem.

Los Angeles declared a state of emergency in September, but doesn't expect to finalize its plans—which are likely to include suspensions of some ordinances to allow for more shelters and speedier permitting of affordable housing—until the beginning of next year. Portland took a month after announcing its declaration to roll out details of its plan.

And unlike federal disaster declarations, which bring a rush of federal funds to help deal with an emergency, local emergency declarations leave cities and states to come up with their own funds.

Garcetti said Los Angeles, where the state of emergency will remain in place until the city council ends it, will commit up to $100 million. In Hawaii, Ige's emergency proclamation opens up $1.3 million from the state's general fund.

Changing the Rules

In some places, declaring a state of emergency allows city officials to bypass certain zoning ordinances and other hurdles. That is the case in Portland, where officials say restrictive zoning has made it tough to quickly create shelters to house the homeless.

Dana Haynes, spokesman for Charlie Hales, the Democratic mayor of Portland, said the zoning policies were preventing churches from housing people at night and keeping shelters a certain

Exhibit F - Press Articles continued:

distance from one another—leaving homeless people huddled together in certain parts of the city without a place to sleep.

The city is considering proposals to open new shelters that bypass these codes, but says the groups behind them must show consideration for public safety. Portland is also evaluating city-owned spaces in areas that, though not zoned for shelters, could be used for that purpose, at least temporarily.

"We've had churches saying that they've been wanting to do this for years and can go ahead and get everything together in two weeks," Haynes said.

Haynes said Portland can only suspend the rules while the state of emergency is in place, but could make some of the changes permanent through regular city council approval.

Mark Putnam, director of All Home, a partnership between Seattle's city and county governments and various organizations fighting homelessness, said the additional flexibility provided by the state of emergency should help more people qualify for affordable housing programs. Social service agencies will also be able to spend about $1.5 million in nontraditional ways, like helping low-income people cover expenses that might keep them from paying rent, like utilities and transportation costs.

Resistance to Shelters

In Hawaii, the emergency declaration from Ige expanded shelter options for families who wanted to remain together. In Seattle, city and county government plan to add 150 shelter beds. And Portland's lifting of zoning ordinances was designed to allow for more shelter space.

But significant barriers remain. Many shelters don't allow people to come with their partners, their pets or most of their belongings. They may not be permitted to cook their own food or keep their own schedules. Because shelters bar drug and alcohol use, many with addiction issues choose to stay away.

That resistance to shelters showed in Honolulu, where, as the city prepared to clear tent encampments in local parks, social workers visited to offer services, including shelter, to the homeless. While nearly half of the 300 residents moved to shelter or permanent housing, many of the remaining people moved to two nearby state parks, prompting Ige to announce the state would begin clearing the state parks as early as this week.

Many governments are thinking beyond shelters and other short-term solutions.

Many cities and states, even those that have declared states of emergency, are investing more in long-term affordable housing, whether by constructing new housing or spending more money on existing programs to help people stay in private housing.

Exhibit F - Press Articles continued:

Those programs offer various types of affordable housing and rapid rehousing, including subsidized units, security deposit assistance and permanent supportive housing. In many cases, tenants pay 30 percent of their income in rent and may even be matched with nearby caseworkers who help them stay in housing and connect to services.

In Portland, the city is using $61 million, most of it federal money, to build new affordable housing units. In order to use those funds, developers must keep rent at an affordable level for 60 years before charging market rates.

Some of the local funds will come from quick changes the city made to its economic development districts, which will now divert 45 percent, up from 30 percent, of property tax revenue to affordable housing projects. The city also recently came to an agreement with Airbnb over how to tax the company's rentals, which Haynes said would bring in more than $1 million a year that will go toward affordable housing.

Los Angeles is taking a similar approach, looking to create more affordable housing and bolster its existing programs, both to house the homeless and to prevent those at risk from becoming homeless. But not all homelessness advocates think affordable housing is the best approach.

Andy Bales, CEO of Union Rescue Mission, a rescue mission in Los Angeles, said the city has been trying the same approach for years with few successes. Los Angeles has about 25,000 homeless people, and Bales said the city cannot build enough affordable housing quickly enough to make a dent. Meanwhile, people are living on streets known for their violence and have no access to toilets or showers. Bales works on Skid Row, and knows the squalid conditions there firsthand. In 2013, he contracted three types of flesh-eating bacteria in his feet while walking the streets there, and he must now use a wheelchair. The homelessness problem has only gotten worse, he said, and even though people may want the homeless off the street, they have nowhere to go while they wait for affordable housing.

"With vast resources shifted toward one solution and an already weak safety net, you get bigger holes in that safety net," he said. "We need a place for people to stay while they're on the list for housing."

Exhibit F - Press Articles continued:

Santa Rosa Declares Emergency On Homelessness

KEVIN MCCALLUM
THE PRESS DEMOCRAT | August 9, 2016

Santa Rosa declared a homeless emergency Tuesday, a move council members said they hoped would give the city the ability to act swiftly to address the crisis and rally public support for long-term solutions.

While some questioned whether the move was merely symbolic, Councilmember Ernesto Olivares said he felt the declarations made by the council were substantial.

"It is an issue that affects every single person in our community," Olivares said. "I think what we're doing here is making a very strong statement to our community that we need their help, too."

The council took three distinct but related steps Tuesday.

It declared a shelter crisis, which makes it easier for the city to waive certain health and safety and zoning rules if it wants to use public property to create additional shelter for the homeless.

It also declared that the level of homelessness constituted a local emergency, comparable to the extreme safety issues created by a natural disaster. The step allows the city to lift similar zoning or public safety restrictions on private property owners — such as churches — seeking to serve the homeless.

And the third move was to ask Gov. Jerry Brown to declare a state of emergency on the homelessness issue statewide, a move some hoped could open the door to state funding to combat the problem.

City staff noted that there were nearly 3,000 homeless people in Sonoma County, according to this year's annual census, nearly 1,900 of whom live in the Santa Rosa area and more than 1,200 of whom have no shelter.

The council's decisions were applauded by homeless advocates, who have been working to keep the plight of the homeless in front of city leaders for years.

Adrainne Lauby, a member of Homeless Action who regularly urges the council to do more to help the city's shelterless population, prodded the city to act.

"If we had 3,000 people who were homeless because of a flood or a fire, we would do something about it," Lauby said.

But what exactly the city will do next remains unclear.

Mayor John Sawyer said he felt the city was already addressing homelessness urgently, and worried that declaring an emergency would elevate it to the city's single most important issue.

"I find myself wondering whether it's really an important step, whether it's a necessary step," Sawyer said.

Absent some specific plan to address the problem, Sawyer said he was concerned that declaring an emergency was "setting up the community for disappointment."

Exhibit F - Press Articles continued:

But his colleagues urged him to see the declarations as a broader call to action, or as Vice Mayor Tom Schwedhelm called it "all hands on deck."
He likened it to when the city came together more than a decade ago to grapple with its gang problem.
"Since we don't know what the solutions are yet, let's remove as many of the barriers as we can right now," Schwedhelm said.
Councilwoman Julie Combs gave an example of how, if the city wanted to use its buildings or properties to house people, it might be allowed to bring in portable toilets, where current zoning might either not allow it or require lengthy public processes.
"It allows us to take an action and then take the time to work out other issues with regards to zoning," Combs said.
One program cited as potentially benefiting from the actions was the Community Homeless Assistance Program, which could be extended year-round. The program eases restrictions on private property where owners want to participate in a safe parking program, which allows homeless people to sleep in their vehicles during the rainy season in specific locations in the city.

You can reach Staff Writer Kevin McCallum at 707-521-5207 or kevin.mccallum@pressdemocrat.com.

GOVERNOR'S OFFICE NEWS RELEASE: GOVERNOR IGE SIGNS EMERGENCY PROCLAMATION TO ADDRESS HOMELESSNESS STATEWIDE Posted on Oct 16, 2015

HONOLULU – Gov. David Ige today signed an emergency proclamation that enables the state to quickly funnel money toward the facilitation of: (1) rapid construction of a temporary shelter for homeless families; (2) the immediate extension of existing contracts for homeless services; and (3) an immediate increase in funding for programs that promote immediate housing.

State funds of more than $1.3 million were identified this month, paving the way for the emergency proclamation. The monies will serve an additional 1000 homeless individuals between now and July 31, 2016, providing increased funding for homeless services and programs that promote permanent housing for families and the chronically homeless.

Exhibit F - Press Articles continued:

The emergency proclamation will also facilitate the construction of a transitional housing facility for homeless families. The facility will be temporary and have a clear sunset date.

The state, city, federal governments and various service providers have worked together to place 158 individuals and 25 families from Kaka'ako into shelters since the effort began in early August. That's 54 percent of homeless individuals surveyed in Kaka'ako in early August and more than 80 percent of the families surveyed.

"The lesson learned is that great things can be accomplished when we all work together. Despite the recent success of enforcement efforts in the Kaka'ako Makai area, homelessness remains a serious issue in every county throughout the state. We plan to replicate the Kaka'ako model as we work to address homelessness in communities across the state," said Gov. David Ige.

"There's still much work to do. Hawai'i has the highest rate of homelessness per capita among the 50 states, with an estimated 465 homeless individuals per 100,000. The alarming increase in unsheltered individuals and families over the past two years is particularly significant on O'ahu. This proclamation will expedite the state's plans to help these individuals and families to more quickly transition to permanent housing," said Scott Morishige, Governor's Coordinator on Homelessness.

L.A. County supervisors call for a state emergency declaration on homelessness

A homeless man on the Main Street bridge in downtown Los Angeles. (Irfan Khan/Los Angeles Times)

Abby Sewell - June 14, 2016

Exhibit F - Press Articles continued:

Los Angeles County supervisors voted unanimously Tuesday to call for a state declaration of emergency on California's homeless crisis. The county's homeless population was about 47,000 as of this year's count by the Los Angeles Homeless Services Authority. There were an estimated 115,738 people homeless statewide in 2015.

County officials have been lobbying, so far without success, for a change in state law that would grant the county authority to seek a special tax on incomes over $1 million to pay for programs to address homelessness.

The county resolution introduced by Supervisors Mark Ridley-Thomas and Sheila Kuehl passed Tuesday asks state legislative leaders to pass a resolution calling on the governor to make an emergency declaration that would open the door for more state money and resources to be directed to the problem.

"If an earthquake or flood suddenly left tens of thousands of individuals homeless, the county and state would not hesitate to act swiftly and decisively," the supervisors wrote. "Although the causes may be different, the impact is the same."

That declaration, they said, should include access to $500 million from a state fund to implement "statewide re-housing efforts," including street outreach, crisis housing, rental subsidies and case management.

They called for the state to deploy staff to "homeless camp hotspots" to give housing assistance and to assemble a public-private team to develop a short- and long-term plan for combating homelessness statewide. They also urged the state to find "streams of ongoing funding" for local governments to deal with the issue.

The concept of a homelessness state of emergency is not new. Los Angeles officials last year held a news conference in which they announced plans to declare a state of emergency over homelessness. The declaration never materialized.

But behind the scenes, Mayor Eric Garcetti wrote to Gov. Jerry Brown in December asking for a similar declaration at the state level, and pointing to the anticipated El Niño rains. Brown rejected the request at the time, arguing it would be unwise to declare a state of emergency before the rains arrived.

A spokeswoman for Garcetti could not be immediately reached for comment on the county's action Tuesday. Ridley-Thomas said the new attempt by the county was an effort to "underscore the urgency of the matter" and he expected the city would join in support. "This message has to be made clear to Sacramento," Ridley-Thomas said. "My conversations with the governor make it clear to me that it needs to be moved higher on his agenda, and we seek to engage our legislative leaders to help to accomplish that."

Exhibit F - Press Articles continued:

Since the beginning of the year, local and state leaders have proposed several methods to pay for increased housing and services to get people off the streets. Though the county's attempt to get state authority for a millionaire's tax appears to be running out of time for a measure to appear on the November ballot, city officials are considering placing a bond measure of their own on the ballot to pay to build more housing for the homeless.

And state officials are considering issuing $2 billion in bonds, to be paid back with mental health services money, to build permanent supportive housing for homeless people with mental illness. The bond money could only be used for construction, not for ongoing services such as mental health and substance abuse treatment.

How an emergency declaration over L.A.'s homeless became a game of 'hot-potato keep-away'

Willie Hadnot stands outside his tent on the 42nd Street overpass over the 110 Freeway. Activists last fall urged L.A. to declare a state of emergency as severe weather threatened the city's homeless population. (Katie Falkenberg / Los Angeles Times)

Peter Jamison March 7, 2016 - Los Angeles Times

In November, as a forecast of severe winter weather seemed to threaten Los Angeles' homeless population, activists clamoring for Mayor Eric Garcetti to declare a citywide state of emergency had little luck.

Garcetti resisted the idea of an emergency proclamation — a move that would enable him to assume broader executive and police powers in the fight against homelessness — describing it as a "rabbit hole" that risked distracting from long-term solutions to the plight of thousands who live on L.A.'s streets.

Exhibit F - Press Articles continued:

Some homeless activists found the mayor's inaction galling. But he may have been more amenable to their arguments than he let on. Shortly after declining to declare an emergency, Garcetti quietly wrote a letter asking for a similar proclamation from Gov. Jerry Brown.

"While the weather system will make life difficult for millions in California, it is imminently life-threatening to the more than 17,000 homeless Angelenos who live on the streets," he wrote on Dec. 15.

While the weather system will make life difficult for millions in California, it is imminently life-threatening to the more than 17,000 homeless Angelenos who live on the streets.— Mayor Eric Garcetti, in a letter asking Gov. Jerry Brown to declare a state of emergency

Although the homeless have suffered — during a rainy stretch in January, a 60-year-old woman died of exposure on a downtown sidewalk — the weather's human toll has not been as dire as some predicted.

The request to the governor's office, previously undisclosed, nevertheless sheds light on Garcetti's back-channel actions during a period when city officials and homeless advocates were struggling to prepare for the expected El Niño onslaught.

Gary Blasi, a retired professor at the UCLA School of Law and longtime homeless advocate, said the letter also raises questions about why Garcetti, in light of the potential catastrophe he described to Brown, did not assume emergency powers himself.

Garcetti's request is "exactly contrary to what he was saying as to why he was not declaring a local state of emergency," said Blasi, who in the fall urged the mayor to issue such a declaration. "It's either an emergency circumstance or it's not."

Garcetti spokeswoman Connie Llanos said the mayor's request to Brown had a pragmatic purpose: An emergency declaration from Sacramento would open the way to Federal Emergency Management Agency funding, which only the governor can formally request.

Llanos said the city's public-safety workers were already carrying out some of the tasks they would have under a mayoral emergency declaration, but that outside money was needed to boost their efforts.

"We looked at everything — every tool we had available to us," Llanos said. "What we really needed was additional funding, which is something that only the state, by accessing FEMA dollars, could have given us."

Exhibit F - Press Articles continued:

Larry Gerston, a professor emeritus of political science at San Jose State University, said the unpublicized exchange between Garcetti and Brown — and the ultimate absence of an emergency declaration by either — may also point to the political dimensions of homelessness, an intractable problem in which many elected officials see little upside in exerting leadership.

"They're sort of playing hot-potato keep-away," Gerston said. "You'd much rather have somebody else get their hands dirty on this issue."

The debate late last fall over some form of proclamation took place during a period of especially confused policymaking on homelessness. Faced with a homeless population that grew 12% during Garcetti's first two years in office, L.A. City Council members held a news conference in September to announce their intention to declare a state of emergency on the issue.

However, subsequent scrutiny of city and state law found that such powers rested largely with the mayor, who could either declare a local state of emergency (subject to later council approval) or seek a more sweeping proclamation from the governor.

In the former case, the mayor could assume new power to create and enforce rules or requisition supplies "necessary for the protection of life and property." By contrast, under a statewide declaration, emergency leadership powers would pass mostly to the governor, who could direct the state's considerably greater resources to the city and also potentially seek federal disaster funding.

As the year's end approached, Garcetti expressed little outward interest in using his own authority. Llanos said in November that Garcetti's approach to sheltering the homeless from El Niño was "not about a technical definition of a state of emergency, which he never promised."

In early December, Garcetti said criticisms about the lack of an urgent response to the predicted El Niño were "more of a perceptional issue" and suggested he was focused on long-range planning.

Exhibit F - Press Articles continued:

"I think everybody's going down these rabbit holes of 'state of emergency,' this and that," he said. "I'm less interested in short-term unease or criticism than long-term failure. I want to do this right. And if sometimes that means being quiet to put in place the things that you actually want to do to solve this, that's OK with me."

Llanos said the mayor's comment about "rabbit holes" referred to the complexity of the issues involved, and was not meant to imply that an emergency declaration was unnecessary.

Less than two weeks later, Garcetti conveyed a different view of an emergency proclamation's value — so long as it came from Brown.

"I understand you are reluctant to declare a State of Emergency to address this crisis. Nonetheless, I respectfully request that you reconsider that decision," Garcetti wrote. "Your declaration ... could make the difference in our ability to address this impending humanitarian crisis. Thousands of Angelenos are depending on swift action from their government."

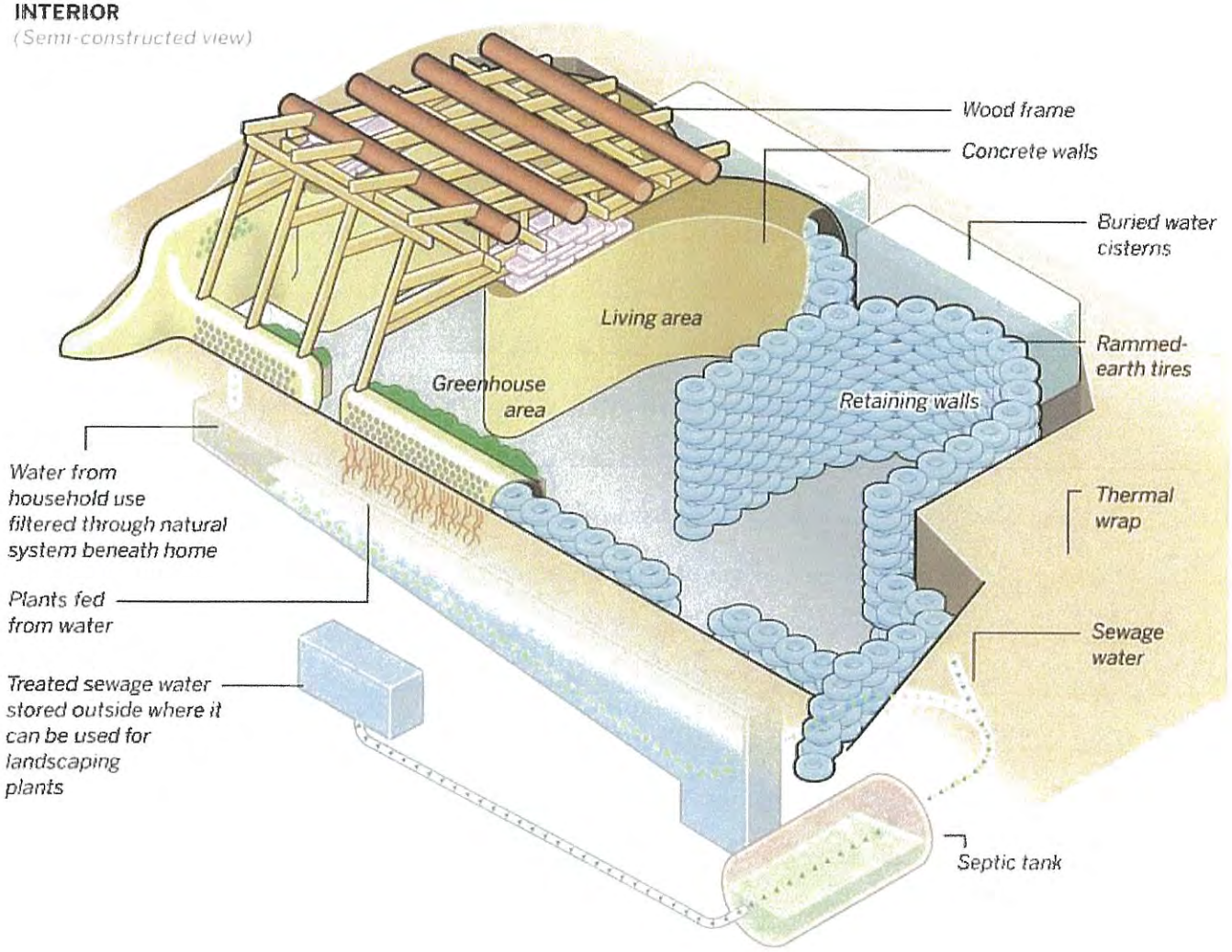
peter.jamison@latimes.com

Exhibit G - Innovative Housing Designs

BETTER LIVING THROUGH GARBAGE

Earthships are self-sustaining homes constructed from as much locally-sourced, reclaimed material as possible.

INTERIOR
(Semi-constructed view)



BRICE HALL / POSTMEDIA NEWS
SOURCES: EARTHSHIP BIOTECTURE

Exhibit G - Innovative Housing Designs continued:

Repurposed Shipping Containers:

GrowthPoint STRUCTURES

Exhibit G - Innovative Housing Designs continued

GrowthPoint STRUCTURES

Exhibit H

Interim Suggested Models

Safe Parking

SafeParking
PROGRAM

New Beginnings' Safe Parking Program provides case management and outreach to the homeless and safe overnight parking to individuals and families living in their vehicles. New Beginnings has operated the Safe Parking Program since 2004 in cooperation with numerous local churches, governmental and non-profit agencies and businesses. We provide confidential, daily-monitored parking places for those who are living in their vehicles because they do not have sufficient income to provide for their basic need of affordable housing.

In addition to operating 115 safe overnight parking spaces, the Safe Parking program connects the chronically homeless to shelters and services that will get them off the streets and into safer environments. Program staff distribute more than 450 pounds of food each month and offer a rapid re-housing component that provides case management to transition program participants into permanent housing and employment.

Through the program, New Beginnings offers job tutoring, resume preparation and facilitates outside agency connections as needed to help participants gain employment or obtain government benefits. On a case-by-case basis, New Beginnings will write grants on behalf of clients to help them obtain cash assistance to pay for medical and dental expenses, and other costly, but life-changing assistance.

Current proof of valid driver's license, vehicle registration and insurance is required.

For more information about the Safe Parking Program, please contact:

Cassie Roach
Program Coordinator/Senior Case Manager
Tel. 805.845.8492
croach@sbnbcc.org

Exhibit H - Interim Suggested Models continued:

Legal Homeless Campsites:

This is Charlie Hales' plan for allowing homeless camping in Portland

Laura King has been living at a campsite in Creston Park with her girlfriend for at least two months.

By Brad Schmidt | The Oregonian/OregonLive

on February 08, 2016 at 2:35 PM, updated February 09, 2016 at 12:32 PM

- Springwater Corridor homeless sweep: 'There is no place to tell them to go'

Mayor Charlie Hales on Monday unveiled a four-pronged strategy to grapple with homelessness in Portland, including new plans for legalized outdoor camps and overnight tent camping in certain locations.

Exhibit H - Interim Suggested Models continued:

The controversial strategy focuses only on short-term fixes that can be evaluated for six months and is separate from broader efforts to build more affordable housing.

The plan — once fully implemented — will carry the most obvious changes in how Portland addresses homelessness since the City Council declared an emergency last fall. As envisioned, city-approved homeless camps could spring up in some neighborhoods and the prevalence of overnight tents may grow.

Portland's mayor has the power to unilaterally implement the plan and will do so without formal City Council approval, said Josh Alpert, Hales' top aide. Hales rolled out details during a 3 p.m. public meeting where no public testimony was received. Homeless advocates praised the plan even as some citizens privately grumbled about the city's recent lack of clarity, allowing homeless camps such as Hazelnut Grove to spring up. It's "all experimental," Alpert emphasized in an interview before the meeting. "We're going to try this for six months. We will continue to tinker with it daily." The strategy remains largely vague but is focused on four key areas where Hales thinks the city can do better:

1) Tents

Overnight sleeping on city sidewalks will be allowed, provided that homeless Portlanders use only a sleeping bag and tarp, do not block the sidewalk, and do not exceed six sleepers in one location. Tents are not allowed on sidewalks. But tents will be allowed from 9 p.m. to 7 a.m. in certain locations, such as city-owned property that is not a sidewalk. The city plans to release examples of property where overnight-only camping would be allowed.

The guidelines don't apply to parks, although the Portland Parks Bureau generally hasn't gone out of its way to fight off overnight tent camping.
"No one should have a tent up in this city all day," Alpert said.

2) Organized camping system

Alpert hopes to establish several — perhaps 10 — city-sanctioned campsites that must be linked to a nonprofit service provider. Campers wouldn't necessarily sleep in tents. Instead, the city may order a "couple hundred" disaster-relief pods that homeless Portlanders could sleep in, Alpert said. Later, those pods could be reused by the city in the event of a wide-

Exhibit H - Interim Suggested Models continued:

scale disaster. The locations of such campsites would be established with the help of neighborhood associations, Alpert said. "It'll be temporary," Alpert said of the campsites.

3) Organized car/RV system

Similar to the camping system, the city would designate property where homeless Portlanders could legally camp in cars or RVs. Church parking lots are an obvious choice, Alpert said. Any site would require city approval and would need to be affiliated with a nonprofit service provider.

4) More temporary shelter space

Alpert said the city is looking at three or four locations in the hopes of securing more temporary shelter space. He wasn't ready to speculate how many beds could be added to the system or when they'd be ready.

Alpert, Hales' new chief of staff, has taken the lead on rethinking the city's approach to homeless sweeps. The city's old strategy of conducting 15 to 20 daily sweeps hasn't been effective, he said. By offering four clear options for where homeless Portlanders can sleep each night, Alpert said, police should be able to conduct more targeted enforcement when necessary. City officials plan to educate campers and residents about expectations over the next few weeks before beginning light enforcement efforts.

If the strategies prove effective, Alpert said, Hales may ask the City Council to formally adopt them this summer or fall. Monica Goracke, a lawyer for the Oregon Law Center who has battled Portland on its homelessness enforcement, called the changes "progressive" and "rational." "This is an opportunity to lead out of chaos," she said.

Hales didn't say much during Monday's two-hour hearing but called Alpert's plan "the right model." Commissioners Amanda Fritz and Steve Novick offered little input. Commissioner Dan Saltzman, who oversees the Portland Housing Bureau, was in Salem lobbying for inclusionary zoning and didn't attend the hearing.

But Commissioner Nick Fish, who oversaw the housing bureau from 2009 to 2013, said he worried the city may make unwise investments. Fish said Portland's housing strategy is "out of whack" and asked how the city can provide more permanent housing for residents at the lowest end of the income scale, not those with higher incomes. "We are building housing that doesn't solve this crisis," he said. "We have to figure out how to bridge that divide."

Exhibit H - Interim Suggested Models continued:

Alpert said no one believes camping is a better policy solution than long-term housing. But given that nearly 1,900 people are estimated to sleep on the streets each night, he said, "there is an understanding that we have to try stuff." "We're not in a policy world right now," he said. "We're in reality. "After the meeting, Alpert confirmed that the plan is a go: "We're moving forward."
Brad Schmidt bschmidt@oregonian.com

Mobile Showers and Restrooms

Readers Digest - How a City Bus-Turned-Shower Station is Helping the Homeless Regain Their Dignity **By Alyssa Jung 11/2015**

Doniece Sandoval convinced the city of San Francisco to donate four old buses and she raised money to turn them into mobile showers.
MIKE MCGREGOR FOR READER'S DIGEST

An old blue bus pulls up to a wellness center in downtown San Francisco, and a small crowd forms. Young and old, men and women are waiting to board for their turn to bathe. This city bus has been modified as a sanitation station with two private bathrooms, each including a shower, toilet, sink, and changing area. The brainchild of Doniece Sandoval, a former public relations executive, Lava Mae (a play on the Spanish for "wash me") provides up to 500 showers a week for the thousands of homeless people who sleep on the streets in this city. "We reconnect people with their dignity," says Doniece.

Two years ago, Doniece overheard a homeless woman on a San Francisco sidewalk say that she'd never be clean. "That made me wonder what her opportunities were to actually get clean," says Doniece. She learned that San Francisco had only eight public shower facilities. "I thought, If you can put food on wheels, why not showers?" she says. Doniece persuaded the city to give her four decommissioned buses that she then had remodeled with $75,000 she'd raised on a crowdfunding website. Each bus connects to a fire hydrant for water, which is heated by large batteries on board. Wastewater is drained into city sewers.

The first bus hit the road in July 2014; a second one rolled out in early 2015. Doniece plans to put the other two buses elsewhere in the Bay Area and imagines expanding the program internationally. Those in need of a shower sign up for a 15-minute time slot at a local homeless shelter, and Lava Mae provides towels, shampoo, soap, and a new pair of socks.

"No matter how clean you try to stay on the street, you're going to be grimy," said Silas Borden, a military veteran who showers weekly on a Lava Mae bus in the Mission neighborhood. "And I want to wash it off." Says Doniece, "It's a humbling experience to see people come off the bus so grateful for something that should be a natural human right."

Exhibit H - Interim Suggested Models continued:

Homeless Court

The San Diego Homeless Court Program (HCP) is a special Superior Court session for homeless defendants — convened in a homeless shelter — to resolve outstanding misdemeanor offenses and warrants. To counteract the effect of criminal cases pushing homeless defendants further outside society, the HCP combines a progressive plea bargain system, alternative sentencing structure, assurance of "no custody," and proof of program activities to address a full range of misdemeanor cases. Each month, a local homeless service agency hosts a special Superior Court session. The HCP builds on partnerships between the court, prosecutor, public defender, and local service agencies to help resolve the problems that homelessness represents with practical and effective solutions. We believe that when homeless participants work with agency representatives to identify and overcome the causes of their homelessness, they are in a stronger position to successfully comply with court orders.

Core Elements of the Homeless Court Program:

The Homeless Court Program Is a Voluntary Program

Homeless participants voluntarily sign up for the HCP through their Homeless Service Agency. If a participant signs up and later decided to challenge his case though a trial or motion, the case is set for a certain date in the San Diego Superior Courthouse. Homeless Court Program participants are entitled to all protections afforded by due process of law.

The Homeless Court Program Addresses a Full Range of Misdemeanor Offenses

The HCP addresses a broad spectrum of misdemeanor offenses including jaywalking, charges of being under the influence of a controlled substance, theft, and driving under the influence. Participants who appear in Homeless Court with serious misdemeanor cases submit proof of completion of significant program activities. In many circumstances, the participant's program activities voluntarily exceed the demands a court might order for treatment for low term felony cases.

The Homeless Court Program Uses a Progressive Plea Bargain System

The HCP offers a different plea structure from the traditional court proceeding. The HCP plea agreement responds to the cases or offenses the homeless participants receive due to their condition and status of living on the streets. Additionally, the HCP agreement acknowledges the efforts the participants undertake to change their lives before their appearance in court. The plea agreement recognizes the participants have completed the court order before the court imposes a sentence. Here, participants are able to participate in program activities without the threat of custody or a larger fine.

Exhibit H - Interim Suggested Models continued:

The Homeless Court Program *Employs Alternative Sentencing*

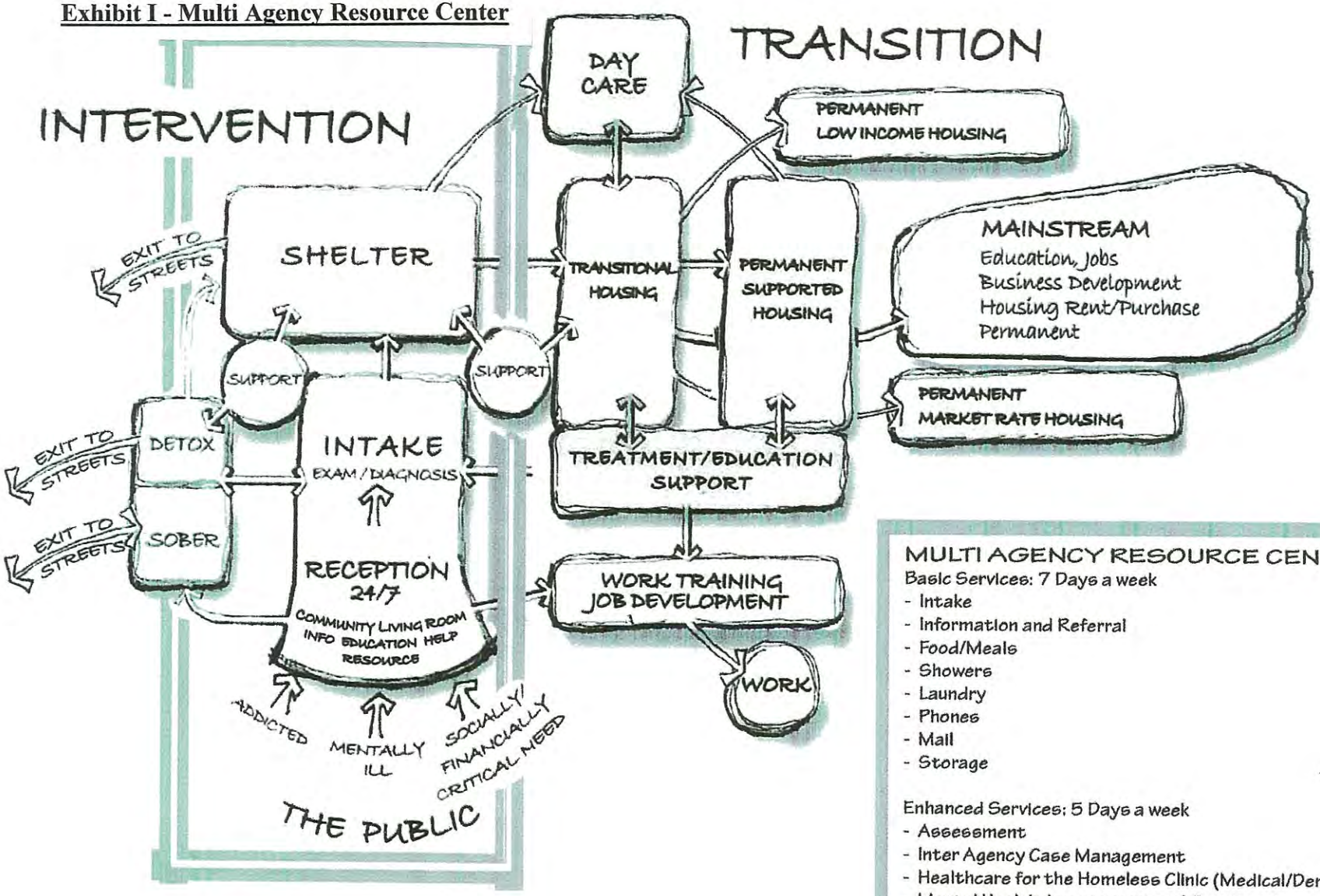
Local homeless shelters are the gateway and guide for participants to enter and succeed in Homeless Court. Homeless persons who want to appear in Homeless Court must sign up through one of a number of local agencies and participate in approved program activities. While the HCP "sentences" a participant to activities in the participant's Homeless Service Agency program, the sentence is actually completed prior to when the participant stands before the judge. The HCP gives "credit for time served" for the participant's accomplishments in shelter activities. These activities include life-skills, chemical dependency or AA/NA meetings, computer and literacy classes, training or searching for employment, medical care (physical and mental), and counseling. These activities replace the traditional court sentence options of fines, public work service, and custody. The alternative sentencing structure is not coercive or punitive in nature, but rather designed to address the underlying causes of a person's homelessness and recognize the person's efforts to make changes to improve his or her life.

No One Goes into Custody at Homeless Court

The HCP key players (judges, prosecutors, defense attorneys, and homeless shelter/service agencies) agree, No one goes into custody against his or her will. This does not mean that the prosecution gives up its power to ask for custody, nor does the court relinquish its authority to incarcerate. Rather, this agreement acknowledges both that the participants have committed offenses and have met court requirements through their work in their programs. This agreement respects the relationship and trust the homeless service agencies hold with the participants who appear before the HCP and acknowledges that time spent working with these agencies is equivalent to, and more constructive than, "time" spent in custody.

Local homeless service agencies are the gateway and guide for participants to enter and succeed in Homeless Court. Homeless persons who want to appear in Homeless Court must sign up through one of a number of local agencies and participate in approved program activities.

Exhibit I - Multi Agency Resource Center



a conceptual proposal for

A Multi-Agency Resource Center

Emergency Shelter and Short Term Transitional Housing

MULTI AGENCY RESOURCE CENTER

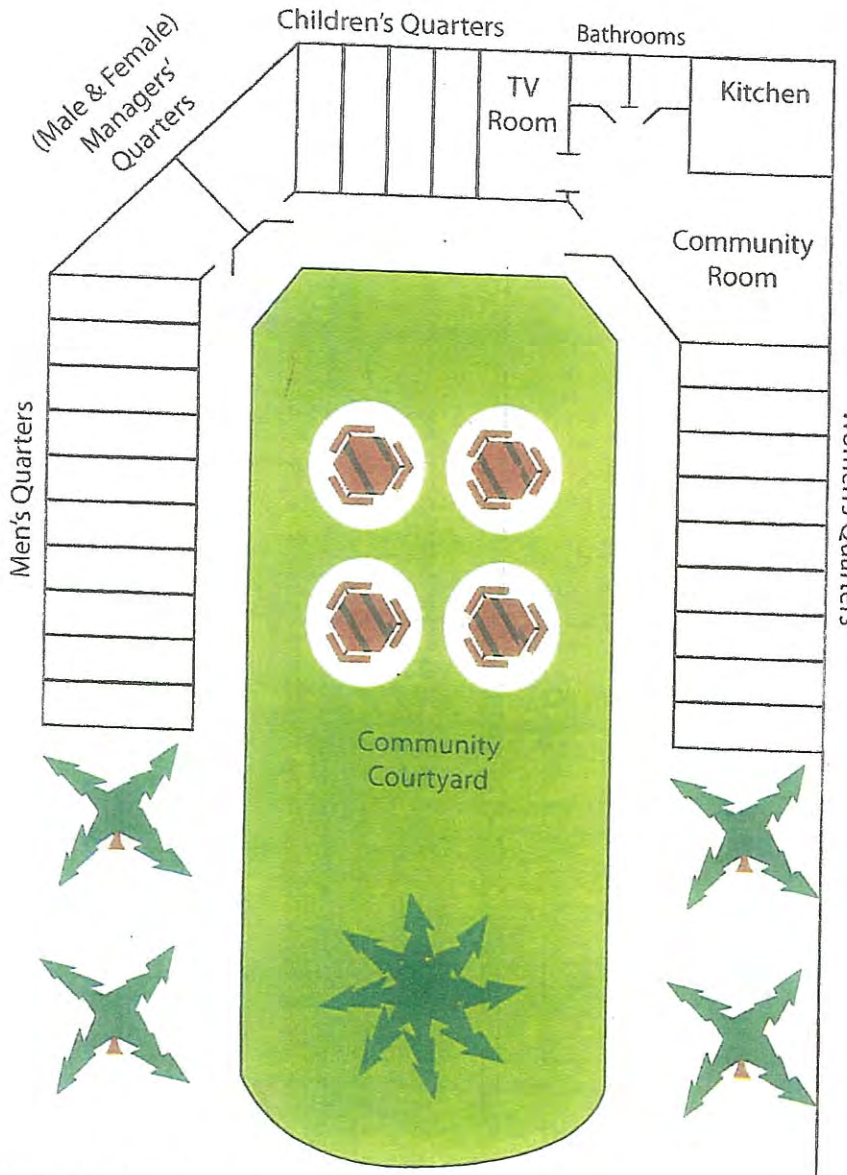
Basic Services: 7 Days a week
- Intake
- Information and Referral
- Food/Meals
- Showers
- Laundry
- Phones
- Mail
- Storage

Enhanced Services: 5 Days a week
- Assessment
- Inter Agency Case Management
- Healthcare for the Homeless Clinic (Medical/Dental/Vision)
- Mental Health Assessment and Treatment
- Drug and Alcohol Assessment and Counseling
- Veterans Services
- Legal Services/Homeless Court
- ID Assistance (Birth Certificates/ Ca ID/ Soc Security Cards)

Homeless Shelter and Short-Term Transitional Housing
- Emergency Shelter (up to 30 days)
- Short term transitional housing
- Veterans Program

Therapeutic Model

Strucural Engineered Building Systems



Updated: CB 02/05/2013 8:23pm

Exhibit J - Therapeutic Housing

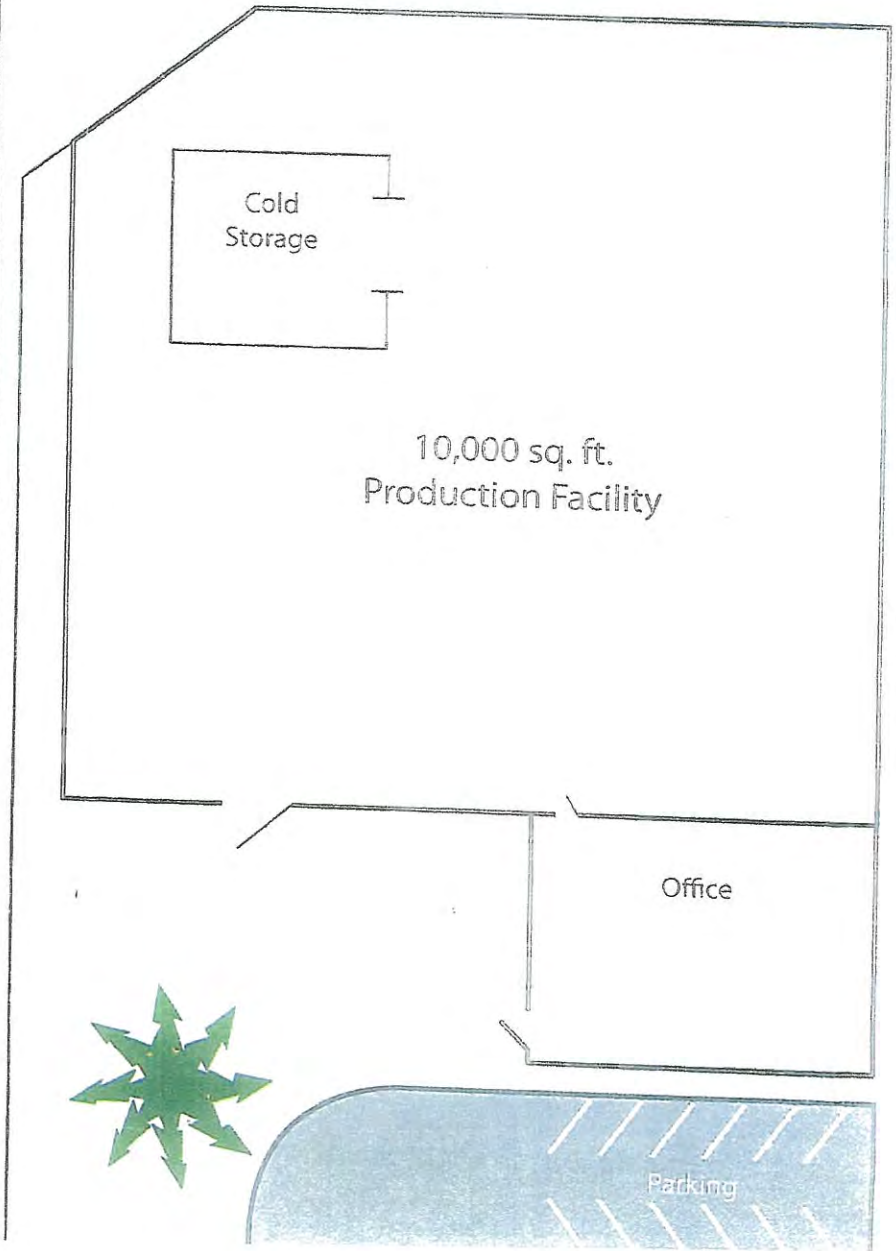


Exhibit J - Therapeutic Housing continued:

Kenneth E. Bonner (SPT) Senior Psych-Tech (805) 512-3668

- (ADLs) Activities of Daily Living
- 30 – 90 day program
- Individualized Financial Life Skills Training (IFLST)
- Business Community Marketing and Networking (BCMN)
- Work Therapeutic Training (WTT)
- Therapeutic Transitional Housing (TTH)
- Community Re-entry Program (CRP)
- Responsibility Building Program (RBP)

Therapeutic Groups: (Outside agencies to facilitate)

- Drug Dependence
- Alcohol Abuse
- Positive Mental Attitude Group (PMAG)
- Spiritual Groups (SG)
- Mental Health Groups
- AB-109 Individuals

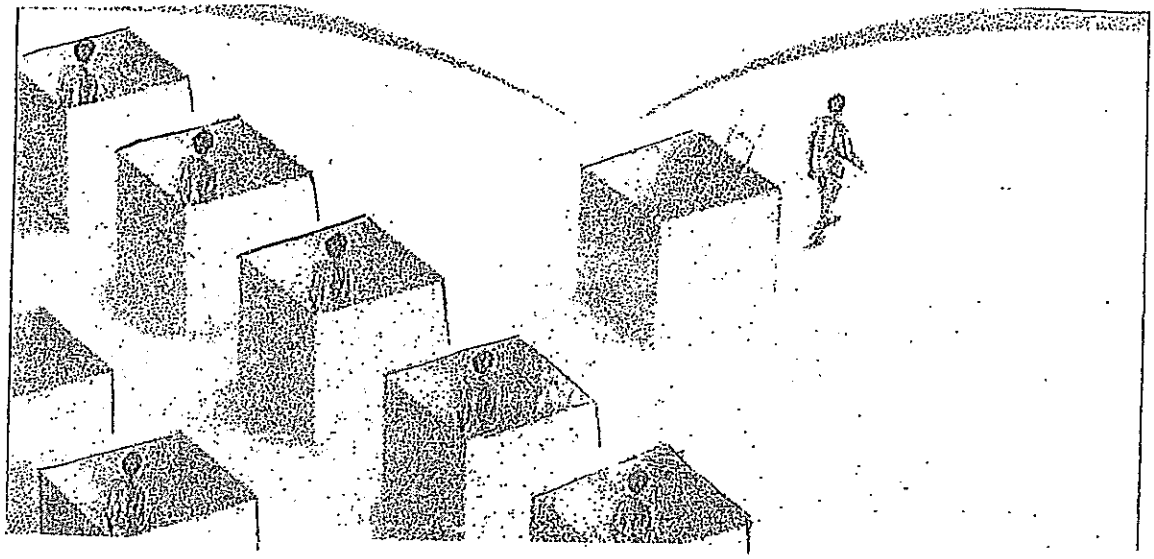
Population: (Males and Females Residence Population)

- 11 Males
- 11 Females

Positions to be Filled:

- Office Work
- Facility Operations
- Community Liaison Outreach
- Janitorial Work
- Grounds Crew
- Hydroponics
- Kitchen Work
- Community Marketing and Networking

Exhibit J - Therapeutic Housing continued:



REBUILD

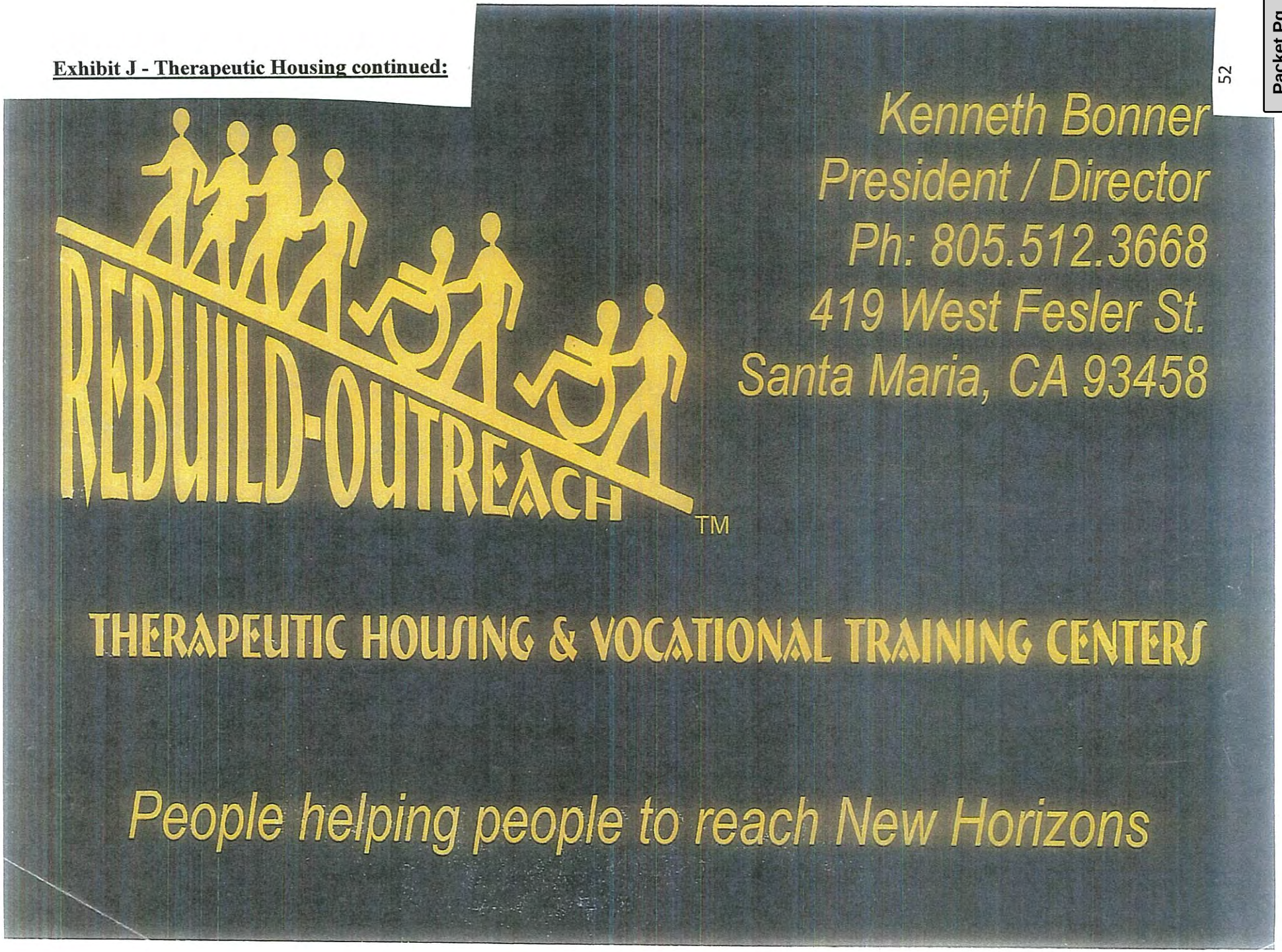
REBUILD: Revitalization, Esteem, Bridges, Unemployed, Individuals, Living, Down and Out. REBUILD mission is to develop Residential, Commercial and Agricultural Projects. Development of these projects will help communities create jobs for the skilled and unskilled individuals looking for work.

REBUILD mission is to implement and develop vacant and abandoned city lots, underutilized Agricultural Properties, Residential Subdivision Projects, Multi-family Projects and Commercial Strip Malls. Our goal is to help reverse the areas of cities experiencing depressed appearances. REBUILD will be networking with city agencies and non-profit organizations to accomplish our mission.

REBUILD is looking to establish a fresh new approach to help build a stronger economic base that will help communities and families establish successful values to survive the depressed economic times facing America today.

REBUILD believes that men and women must be empowered from the inside first starting with the inner spirit . The world is going through a crisis situations that is affecting families and countries. REBUILD cares about the conditions that America is facing and recognizes its need to get ready for the future.

Exhibit J - Therapeutic Housing continued:



innovation | versatility | reliability

sprung

Innovative Building Solutions

Engineered & Manufactured by Sprung Instant Structures

Leeward Coast Homeless Shelter

Hawaii

The center, opened in 2007 by Hawaii Gov. Linda Lingle, is operated by the United States Veterans Initiative, the nation's largest non-profit provider of services to veterans facing challenges in their transition to civilian life. It provides housing and transitional programs for approximately 275 people. "There's so much need on the island to help homeless veterans," Martin said. She said another center at Barbers Point houses homeless singles, but the Waianae Civic Center is the first to service both homeless veterans and their families.

SPRUNG INSTANT STRUCTURES TOLL FREE 1 800 528.9899 INFO@SPRUNG.COM WWW.SPRUNG.COM

Exhibit K - Sprung Structures continued:

FOR MORE INFORMATION CONTACT:

Ron Mulvihill

Housing Innovations and Solutions

818-371-0391

ron@housinginnovationsandsolutions.com

www.housinginnovationsandsolutions.com

APPENDIX B

FIVE YEAR PLAN TO REDUCE AND END HOMELESSNESS

DRAFT

BACKGROUND

The City's ***Quality of Life*** priorities to ensure a promising future in Oxnard identified strategic goals addressing homelessness specifically:

> Goal 2 – Address homelessness through the development and implementation of a multi-tiered strategy.
>
> Goal 2a – Identify the City's homelessness mission and create a 5-year plan to address homelessness.

GOAL 2

Multi-tiered Strategy towards Homelessness

City Departments working jointly on a unified vision using best practice programs to reduce and end homelessness.

City Council – Homelessness Top Priority
City Manager – Leads Implementation
Housing - Shelter/Vouchers/extremely affordable housing development
Finance - Funding
Police/Fire – Engagement/Safety
Recreation and Community Services – Day/Evening Programs
Cultural and Community Services- Community education on homelessness
Economic Development – innovative business/job creation
Development Services- Permit new innovations of housing to address challenge
Library – Educational and diversion programs
Public Works – new employment opportunities for homeless

GOAL 2a

Oxnard Homelessness Mission

The Oxnard Commission on Homelessness has recommended endorsing the Ventura County Updated 10 Year Plan to End Homelessness but has yet to come up with a Homelessness Mission statement.

The following is an example that could be considered for a Mission statement:

To provide homeless and near homeless individuals and families links to individualized supportive services and tailored housing solutions with a goal of obtaining and maintaining housing through the skills and resources of a wide range of community partners and agencies and adhere to the Housing Oxnard Principals endorsed by the Oxnard Commission on Homelessness.

Housing Oxnard Principles

- Ending homelessness cannot occur without the support of all sectors of our community, including government, service providers, the faith-based community, businesses, community residents and homeless persons themselves.
- Solving homelessness requires an adequate supply of housing that very low income people can afford.
- Homelessness is a high-risk condition that has severe impacts on each homeless person and on the larger community. For this reason, we affirm that homelessness (even if by choice) is not acceptable.
- We believe that homelessness is a condition, not a character trait, and believe homeless persons should be treated with respect and be offered every opportunity to improve their lives.
- Because of the complexity and uniqueness of each homeless person's situation, we believe that each homeless person must be engaged, assessed and evaluated for strengths and vulnerability, so that services can be offered to meet individualized needs.
- Service delivery is most effective when connected to meaningful engagement.
- Coordinated service maximizes positive impact on homeless individuals, is more economic and efficient, and minimizes duplication.
- Recognizing that some homeless persons have diminished capacity due to health or other issues, solutions to homelessness usually involve a mix of personal responsibility and social responsibility. The ratio varies depending on each individual's capacity and each community's resources.
- We recognize that solutions to homelessness often require political will and governmental action. For this reason, we view advocacy as a necessary part of what we do.
- As an integral part of our service, we will encourage positive community living behaviors and will discourage high-risk, illegal, and anti-social behaviors.
- We realize that multiple models of service will be required to end homelessness, among which "housing first" and "rapid rehousing" strategies are primary, evidence-based practices. Both of those approaches require access to housing that people living in poverty can afford.

Five Year Plan to Reduce and End Homelessness

The City's ***Quality of Life s***uggested ***Goal 2a*** **-** to implement a 5 Year Plan to address homelessness could include the following elements:

I. Year 1 – Ending Homelessness becomes a top priority in the City.
   A. Temporary Solutions

1. Joint Regional Winter Warming Shelter
2. Planning for Year-Round Oxnard best practice models
   a) Women & Children's Crisis Housing/Service on City's Rose Property operated by Harbor Church and Kingdom Center
   b) Men's Crisis Housing/Service Center in SB-2 Zone for 50-60 men

B. Interim/Ongoing Solutions
1. Participate in Ventura County's Pathway to Home Coordinated Entry System
2. Designate Safe Parking/Sleeping programs modeled after Santa Barbara's program for homeless living in cars.
3. Explore Implementing Legal Campgrounds for Homeless
4. Explore Implementing Homeless Court or link to Ventura County's Homeless Court program
5. Encourage Faith based congregations to engage homeless families

C. Long-term planning
1. For extremely affordable housing units developed by
   a) Oxnard Housing
   b) Nonprofit developers
   c) For profit developers

II. Year 2 – Establishing Crisis/Service Centers

A. Establish Year-Round Oxnard best practice models
   a) Women & Children's Crisis Housing/Service on City's Rose Property operated by Harbor Church and Kingdom Center
      i. Sprung Structure built
      ii. MOU agreement signed
      iii. Program and shelter opened
   b) Men's Crisis Housing/Service Center in SB-2 Zone for 50-60 men
      i. Nonprofit service provider operator identified possibly Community Action of Ventura County
      ii. Rent/lease lot or office park building
      iii. Case management providers secured

B. Implement Legal Campgrounds for Homeless
C. Preventing persons from being discharged into homelessness is less costly and more effective than helping them after becoming homeless.
D. Implement Homeless Court and link to Ventura County's Homeless Court program
E. Link with Faith based congregations that engage/adopt homeless families
F. Engage Business and Corporate Community to partner in covering funding gaps in continuum

III. Year 3 - Increase Funding Opportunities through Private/Corporate/Public developments and programs resulting in more permanent housing placement.

A. Encourage Housing/Crisis Centers to become self-sustaining by linking to new business/training/workforce development programs at both women and children's and men's centers
B. Focus on filling gaps in back end of continuum with extremely affordable housing developments so more transitional and bridge housing programs users move into permanent housing.

IV. Year 4 – Encourage Shorter stays in Shelters & Transitional housing and faster permanent housing placement.
A. Align more public & private resources to help homeless obtain permanent housing as quickly as possible through Rapid Rehousing.
B. Support more rapid engagement, support and housing placement through Assertive Community Treatment.
C. Create more permanent affordable housing units for which a household spends no more than 30% of their monthly income on basic housing needs.
D. Ensure rental and utility assistance is given to households that need it during their transition to independence.

V. Year 5 – Continue increasing private and public partnership is necessary to end homelessness

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 2

DATE: October 4, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Ventura Regional Sanitation District Biosolids Hauling and Disposal Agreement (Agreement No. A-7887) (5/5/5)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute an agreement with Ventura Regional Sanitation District (VRSD) for biosolids hauling and disposal (Agreement No. A-7887) in an estimated amount of $1,500,000 per year, with a termination date of June 30, 2018.

BACKGROUND

In 2008, Ventura Regional Sanitation District (VRSD) proactively researched and developed a viable biosolids management project. At the center of this project is a processing facility that could potentially handle all biosolids produced within Ventura County at a reasonable cost. The proposed facility consists of a dehydration or dryer system to process biosolids for reuse as alternative daily cover at the Toland Road landfill.

In late 2015, VRSD terminated the bisolids dryer project. Subsequently, the City and VRSD started negotiating for a new biosolids hauling and disposal agreement. The key provisions of this new agreement between the City and VRSD are:

- Cost for biosolids hauling and disposal is $50 per wet ton
- No annual cost escalator

- City shall have the option of terminating Agreement any time after December 31, 2016 on 30 days' written notice to VRSD
- Agreement will expire on June 30, 2018
- In the event of a failure of the City's biosolids digestion system, the City will suspend providing biosolids to VRSD. The City is not obligated to pay VRSD any fees for biosolids not transported and disposed

The City also evaluated other biosolids disposal facilities located in Kern County. The estimated hauling and disposal cost is slightly lower than $50 per wet ton but requires a longer term commitment and since the facility is a longer distance, the transportation fees outweigh the lower cost per ton.

The agreement is a short term biosolids management solution. Staff will evaluate long term biosolids management alternatives during the Environmental Resources Master Plan Project.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for biosolids hauling and disposal services is approximately $1,500,000 per year. The estimated savings with this contract is about $350,000 per year. Funds are available in the FY 2016-2017 Wastewater Treatment Fund (account 621-6202-844-8268) to cover the costs for this Fiscal Year. Funds will be budgeted in future fiscal years to cover costs for this service.

ATTACHMENTS:

Attachment A - Agreement No. A-7887

VENTURA REGIONAL SANITATION DISTRICT

CONTRACT NO. 16-001

AGREEMENT FOR BIOSOLIDS DISPOSAL BETWEEN VENTURA REGIONAL SANITATION DISTRICT AND CITY OF OXNARD

THIS AGREEMENT dated May 19, 2016 ("Agreement Date") is made and entered into by and between Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code §4700 *et seq.* ("District" or "VRSD"), and City of Oxnard, a municipal corporation of the State of California ("City"). Together, the District and the City shall be referred to herein as Parties.

RECITALS

A. District owns, operates and maintains the Toland Road Municipal Solid Waste Landfill ("Landfill").

B. As defined in Section 18(e) of this Agreement, the Landfill is operated pursuant to state and local permits that expressly allow and provide for the disposal of biosolids, which are organic materials resulting from the treatment of domestic sewage in a treatment facility.

C. City owns and operates the Oxnard Wastewater Treatment Plant ("Plant"), which produces or generates biosolids after treatment of wastewater from the City's sewer or sanitation system.

D. Parties desire to secure and provide environmentally sound, legally compliant, economic and reliable transportation and disposition of biosolids generated at the Plant.

E. Parties have previously entered into a contract (VRSD Contract No. 08-20) to provide for environmentally sound, legally compliant, economic and reliable transportation and disposition of biosolids generated at the Plant.

F. Parties now seek to replace VRSD Contract No. 08-20 with this Agreement's terms and conditions.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, valuable consideration and agreements set forth below, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence on the Agreement Date first stated above, and shall terminate June 30, 2018 unless terminated earlier pursuant to terms of this Agreement. City shall have the option of terminating Agreement at any time after December 31, 2016, on 30 days' written notice to the District. Effective on the Agreement Date stated above, District Contract No. 08-20 shall be deemed terminated and have no further force or effect.

2. **CITY'S BIOSOLIDS DELIVERY COMMITMENT.**

(a) City's Tonnage Commitment. City shall deliver biosolids, as defined in Section 18 below, generated at the Plant to the District for final disposition or disposal at the Landfill. City shall deliver to District a daily average of eighty-six (86) wet tons, plus or minus ten percent (10%).

(b) Title to Biosolids. City warrants that City has good title to all biosolids delivered under this Agreement. Title to all biosolids delivered by City to District under this Agreement shall be conveyed to District upon acceptance by District of the biosolids as set forth in Section 3(c)(6) of this Agreement.

(c) Plant Upsets and Inability to Produce Class B Biosolids. Notwithstanding Section 2 (a) of this Agreement, in the event of a catastrophic upset or failure of the anaerobic digestion system at the Plant that renders the Plant unable to produce Class B biosolids, the City shall provide notification to the District of the following:

(1) The anaerobic digestion system at the Plant is unable to meet Class B biosolids criteria due to an unforeseen process failure.

(2) The length of time the City anticipates it will take for the process failure to be corrected and for the Plant to resume producing Class B biosolids.

(3) The City will suspend providing biosolids to the District for the District's transportation and disposition of biosolids from the date of the notification to the date the Plant resumes producing Class B biosolids but not to exceed one-hundred twenty (120) calendar days from the date of the notification.

(d) Alternative Transport/Disposal in case of Suspension. During any suspension period noted in Section 2(c)(3) the City may contract with alternate biosolids transport/disposal contractors for transportation and disposition of Plant biosolids at the City's expense. The District, at its choice, may opt to be considered by the City as an alternate biosolids transport/disposal contractor under these conditions.

(e) Payment in case of Suspension. During any suspension period, the City shall not be

obligated to pay and shall not pay the District any fees for biosolids not transported or disposed of by the District. The City shall not be obligated to meet the annual tonnage that the District would have transported and disposed of if the suspension had not been required due to the inability of the Plant to produce Class B biosolids.

3. DISTRICT SERVICE COMMITMENT.

(a) Commitment to Accept Biosolids. During the term of this Agreement, District shall accept the biosolids delivered by City pursuant to Section 2(a) of this Agreement. District's obligation to accept City's biosolids under the terms of this Agreement shall not be subject to any other condition except governing federal, state or local laws and regulations. The intent of the Parties is that the City shall rely upon District's service commitment and that City shall not be required to make other arrangements for the management, hauling, processing, use or disposal of the biosolids covered by this Agreement.

(b) District Landfill Operation Responsibility. District shall be solely responsible for the hauling and disposition of biosolids delivered in compliance with this Agreement and for the administration and enforcement of all agreements and regulatory requirements relating to the operation of the Landfill. District will conduct appropriate and reasonable monitoring to ensure that the Landfill meets all regulatory requirements imposed pursuant to the Landfill Permits or otherwise imposed by the County of Ventura, Ventura County Air Pollution Control District, California Department of Health Services, California Department of Resources Recycling and Recovery (CalRecycle) California Regional Water Quality Control Board - Los Angeles Region, United States Environmental Protection Agency and any other regulatory agency with jurisdiction over the Landfill.

(c) Transportation Service. At the Plant, City shall load all biosolids into trailers supplied by District for transportation by District to the Landfill. District shall provide biosolids hauling services required to transport the biosolids delivered under this Agreement from the Plant to the Landfill. These transportation services shall comply with the following provisions:

(1) Compliance with Plant Traffic Rules. District shall comply with all traffic scheduling, routing, health, and safety rules and regulations governing traffic to and from the Plant.

(2) Requirements for Trailers. District shall supply an adequate number of trailers to transport biosolids from the Plant to the Landfill. No fewer than two (or more if additional commitments are made) trailers will be available on-site at the Plant at all times to accommodate City solids dewatering schedule. The trailers shall have capacity for a minimum of twenty-two (22) tons and shall meet all California Vehicle Code requirements for weight and load distribution when normally filled from the Plant's dewatering facility. City shall attempt to load the trailers reasonably close to, but not over, the capacity of the trailers. Trailers shall be free of any biosolids on the exterior, tightly covered and closed in with a water-tight seal capable of preventing dripping during transportation. City will make available a trailer wash-down area on the Plant site to

allow for cleaning before departure, if necessary.

(3) Routine Scheduling. District and City shall cooperate and coordinate with one another in developing a routine schedule for the transport of biosolids. The schedule shall provide the hauler with a routine departure time while keeping pace with Plant production/generation of biosolids and not exceeding the reserve capacity of the trailers available. Transportation will occur during Landfill Operating Hours in accordance with the Plant and Landfill Permits. The only on-site Plant storage of biosolids shall be in the trailers, and no biosolids-loaded trailer shall remain on the Plant site longer than forty-eight (48) hours unless City provides written approval of an extension of this time limit. City shall be responsible for loading and shuttling biosolids trailers to and from the Plant loading area. Following disconnection of the empty trailer, District shall connect the filled trailer as designated by City.

(4) Traffic Safety and Responsibility. District agrees to be responsible for inspecting each trailer for roadworthiness as required by California Vehicle Code and shall correct any safety problems before transporting biosolids. All traffic citations or citations for violations of health and safety regulations issued by law enforcement or regulatory agencies shall be the responsibility of the District.

(5) Weight and Load Requirements. It shall be the responsibility of the District to assure that each transported load meets weight and load distribution requirements before transport. If any load does not meet these requirements, District will notify the City's representative before moving the trailer outside the Plant, and District and City personnel will coordinate to redistribute the load as required.

(6) Title to Biosolids. District shall take title to and possession of the biosolids upon loading the biosolids in District trailers at the Plant.

(7) Operational Permits. District shall provide copies of all related operational permits for the Landfill, as well as all applicable permits for transportation of biosolids, to the City for its inspection during regular business hours at the District offices upon the City's request which shall, at minimum, be 24 hours prior to the scheduled date and time for inspection.

(8) Adequate Equipment. District shall provide sufficient equipment to meet its service commitment in accordance with this Agreement. Such equipment shall include trucks, trailers, and associated equipment.

(9) Record-Keeping. For three (3) years following the termination of this Agreement, District will keep and store complete and accurate records detailing all biosolids hauled from the City including all invoices and original weight tickets. District will make the records available for inspection and copying by the City during reasonable business hours.

(10) All-Weather Operations. District shall provide Landfill facilities to enable it to accomplish the scope of work in this Agreement during periods of inclement weather subject to the limitations of Section 19(h) below.

4. DISTRICT RIGHT TO REFUSE UNACCEPTABLE OR HAZARDOUS WASTE.

(a) District Refusal Rights. District may refuse delivery of any biosolids from the City that do not meet the specifications set forth in Section 18 of this Agreement, or that may contain Unacceptable Waste or Hazardous Waste, as defined herein and as determined by the District, in any quantities.

(b) Screening and Removal of Unacceptable Waste or Hazardous Waste. City shall not knowingly deliver, and shall use all legal means reasonably available, in cooperation with District, to prevent the delivery of Unacceptable Waste or Hazardous Waste, as defined in Section 18 below, to the District. District may inspect all biosolids delivered by City before or after loading for the presence of Unacceptable or Hazardous Waste. District and City shall conduct any and all biosolids monitoring and reporting requirements established under their respective permits in compliance with all applicable laws.

(c) Disposal Responsibility and Costs. District shall remove, and dispose of or cause the removal and disposal of, all Unacceptable Waste or Hazardous Waste delivered to District by the City. City shall pay for all costs and expenses incurred by District in connection with its obligations under this section.

5. BIOSOLIDS FEES.

(a) Biosolids Fee. In consideration for District's performance of its obligations in this Agreement, City shall pay District Fifty Dollars ($50) per wet ton of biosolids delivered ("Biosolids Fee"). The parties agree that this Biosolids Fee compensates District for all costs incurred by District under this Agreement, including, but not limited to, the management, permitting, hauling, processing, disposal of the biosolids covered by this Agreement. The rate of fifty dollars ($50) per wet ton will commence on January 1, 2016.

(b) Adjustment of Biosolids Fee. The Biosolids Fee may only be adjusted through an amendment to this Agreement pursuant to Section 19.

6. MEASUREMENT.

The tonnage used to calculate the Biosolids Fee shall be based on the weight of each loaded biosolids delivery truck measured at the weight scales described below, minus the certified tare weight for each truck and any other previously weighted partial loading also being carried by the same truck. District may install, operate, and maintain an adequate scale system at the Landfill to weigh these biosolids delivery trucks. District may also use other certified scales. District shall maintain and make available to City the following information: (1) Day of the week; (2) Calendar date; (3) Time of day; (4) Vehicle identification; and (5) Total number of tons of biosolids delivered to the Landfill that is accepted by District. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. District or its contractors shall establish the tare weight of each delivery truck.

7. **PAYMENT OF BIOSOLIDS FEES.**

(a) Monthly Statement. On or before the tenth (10^{th}) working day following the end of any month for which payments are required to be made under this Agreement, District shall mail to City a bill setting forth the Biosolids Fees for such prior month based on the number of tons delivered and accepted by District and the price per ton established pursuant to this Agreement. On or before the thirtieth (30^{th}) working day following the postmarked date of such bill, City shall mail the payment to District of the full amount of such fees.

(b) Disputes. If City disputes any amount billed by District in any billing statement, City shall nonetheless pay the undisputed amount and shall mail to District detailed written objection within twenty (20) working days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to City for its objection to or disagreement with such amount. If City and District are not able to resolve such dispute within twenty (20) days after City's objection, either party may pursue legal remedies.

(c) Failure to Pay Bill. If payment in full of any bill rendered by District is not made as required, the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. District shall also be entitled to recover its reasonable expenses, including attorneys' fees incurred in obtaining payment of any unpaid balance hereunder. City may, at its option, pay all or any portion of a bill under written protest and bring action to recover same.

8. **OPERATING HOURS.**

The Landfill's operating days and hours for receiving biosolids will be established by District Resolution and made available to City ("Operating Hours"). The Landfill shall receive deliveries six (6) days a week, Monday through Saturday, except for established holidays, emergencies, upset conditions, or closures for maintenance that District determines to be necessary to comply with the Landfill's operating or regulatory requirements.

9. **RIGHT OF SITE INSPECTION.**

Subject to the provisions of the operating permits for the Plant and the Landfill, District and City shall permit duly authorized representatives of District and City to enter and inspect the Landfill and Plant upon prior notice to the other party during usual business hours for the purpose of coordinating the implementation of this Agreement. All records of transactions relating to biosolids delivered to the Landfill, including, but not limited to, documents regarding the characteristics of the biosolids, calibration of scales, truck maintenance, District Spill Response Plan, and driver training shall be made available to City's representatives upon request.

10. PROTECTION OF PERSONS AND PROPERTY.

District shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its performance, including the performance of all its contractors, including contractors handling waste to the Landfill under this Agreement. District shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to, all City, District and other related hauler employees and all other persons who may be affected thereby and other property at the Landfill site or adjacent thereto, including roadways, structures and utilities. District shall promptly remedy all damage or loss to any property referred to above caused whole or in part by District or other related haulers or contractors or anyone directly or indirectly employed by any of them. District shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

11. COMPLIANCE WITH LAWS AND ORDINANCES.

District shall keep itself fully informed of all ordinances, laws, regulations, orders and permits which in any manner affect those engaged and employed herein or the materials used, or in which in any way affect the conduct of operations on or off the Landfill site, including all permit conditions and other requirements relating to the Landfill operation. District at all times shall observe and comply with, and shall cause all of its agents, employees and contractors to observe and comply with all such existing and future laws, ordinances, regulations, orders and permits, and shall hold harmless, indemnify and defend City and its elected officials, officers and employees from liability for violations of such requirements caused by District or other related haulers or contractors. District or other related haulers and subcontractors shall obtain all licenses and permits required to perform work under this Agreement. Evidence of such permits and licenses shall be provided to City upon City's request to District.

12. RECORDS AND ACCOUNTS.

District and City shall each, respectively, keep proper books of records and accounts (separate from all other records and accounts), in which complete and correct entries shall be made of the transactions relating to the Landfill and Plant, including records of the quantity, quality and other characteristics of biosolids delivered by City and accepted by District. Such books shall at all reasonable times be subject to the inspection of the authorized representative of the other party.

13. INDEMNITY.

(a) District. District agrees to hold City harmless from and to indemnify and defend City

against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of regulatory violation, damage to property, or bodily injury or death, which may be suffered by City, its employees, agents, representatives and/or independent contractors due to or arising out of the District's negligent performance or willful misconduct under this Agreement and its operations at the Landfill by District, its employees, agents, representatives, haulers, and independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of City or its employees, agents, representatives, or independent contractors.

(b) City. City agrees to hold District harmless from and to indemnify and defend District against any and all liabilities, claims, actions, lawsuits, costs and expenses, including reasonable attorney fees, liens, judgments and demands, including but not limited to claims of regulatory violations, damage to property or bodily injury or death, which may be suffered by District, its employees, agents, representatives and independent contractors or third parties, due to or arising out of City's negligent performance or willful misconduct under this Agreement and its operations upon or in the vicinity of Plant by City or its employees, agents, representatives, or independent contractors, except to the extent such claim(s) result from the negligence or willful misconduct of District or its employees, agents, representatives, haulers or independent contractors.

(c) Joint Negligence. Notwithstanding the preceding sections, when both Parties or employees, agents, representatives, haulers or independent contractors of both Parties are negligent and such joint negligence causes liabilities, claims, actions, lawsuits, costs, expenses, liens, judgments and demands, including but not limited to claims of regulatory violation, damage to property, or bodily injury or death, then each party shall be responsible and liable in proportion to the amount of fault attributable to each party or each party's employees, agents, representatives, haulers and/or independent contractors, and each party shall bear its own attorney fees.

14. INSURANCE.

(a) City Self-Insured. The City is a duly authorized and funded self-insured entity under the laws of the State of California, Government Code Sections 989 and 990. The City is self-insured against workers' compensation claims in accordance with Labor Code Section 3700(b).

(b) Minimum Coverage. District will not commence or continue to perform under this Agreement unless it has provided for liability coverage, by the California Sanitation Risk Management Authority or a California-licensed insurance company with ratings acceptable to City for any liability, loss, expense or claim that may arise out of or result from the performance of District under this Agreement, and District shall require its biosolids haulers to also provide such insurance coverage, with the following limits:

(1) General liability, including comprehensive form, contractual liability, premises operation, and broad form property damage coverage, with a limit of not less than Two Million Dollars

($2,000,000) combined single limit coverage.

(2) Automobile liability, including comprehensive form including loading and unloading, owned, hired and non-owned coverage with a limit of not less than Two Million Dollars ($2,000,000) combined single limit coverage.

(3) Workers' compensation insurance as required by law.

(c) Certificates. Memorandums of Coverage or certificates of insurance shall be filed by District prior to commencement of any operation or performance under this Agreement. These memorandums or certificates shall provide that City is an additional covered party for coverage in subparagraph (b) (1) and (2) above and that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the respective Parties.

15. SUCCESSORS/ASSIGNMENT.

(a) Binding on Successors. District and City each binds itself and its successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

(b) Remaining Obligation. If City transfers by any means its ownership and/or operation of the Plant to a private enterprise, City shall remain responsible for payment of the Biosolids Fees hereunder and City shall, before any such transfer becomes effective, obtain a written acknowledgement by any transferee that transferee is obligated and bound by all the terms hereof as City's successor hereunder.

(c) Responsibility for Subcontractors. City and District shall be fully responsible for all acts and omissions of their haulers, subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.

16. RELATIONSHIP OF DISTRICT TO CITY.

It is expressly understood between the Parties hereto that no employee-employer relationship is intended or created by this Agreement and that the relationship of District to the City being that of an independent contractor. City shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to District employees. District is solely responsible for selecting the means, methods and procedures for performing hereunder, and for coordinating all portions of its performance.

17. DEFAULT/REMEDIES.

(a) Default by City. City shall be deemed in default under this Agreement only if City shall

fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements herein agreed to be performed by City, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of such failure has been given to City. Upon City's failure to cure such default, District, at its option, may declare this Agreement terminated effective upon such date as District shall designate.

(b) Default by District. District shall be deemed in default under this Agreement only if District shall fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations, or agreements herein agreed to be performed by District, and such failure to perform is not cured within sixty (60) days after written notice specifying the nature and extent of any such failure has been given to District. Upon District's failure to cure such default, City, at its option, may declare this Agreement terminated effective upon such date as City shall designate.

(c) Remedies and Waiver. Except as otherwise herein expressly provided, all rights and remedies of either party shall be cumulative and none shall exclude any other rights or remedy allowed by law; the exercise by either party of any remedy provided for herein or by law, all of which shall be available to each party, shall not be to the exclusion of any other remedy. Either party's failure to take advantage of any default or breach of covenant on the part of the other party shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the Parties in the course of administering this instrument be construed to waive or lessen the right of either party to insist upon the performance by the other of any term, covenant or condition hereof; or to exercise any rights given it on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same light or any other subsequent breach or default.

18. **DEFINITIONS.**

(a) Administrative Action. Petitions, objections, letters of opposition, requests for reconsideration, requests for modification, and other administrative appeals with the County of Ventura Regional Water Quality Control Board – Los Angeles Region, Local Law Enforcement Agency, CalRecycle, State Water Resources Control Board, and/or other public agencies having jurisdiction over the Landfill.

(b) Biosolids. Unless District, in its sole discretion, specifically determines, in writing, that the biosolids otherwise meets the criteria for the Landfill Permits and operational requirements, the biosolids delivered shall be digested and dewatered organic material resulting from physical, chemical and/or biological treatment of sewage sludge generated at the Plant and meet the criteria for Class B biosolids as established by the United States Environmental Protection Agency and have a solids content between fifteen (15%) to twenty-six (26%) percent.

(c) Hazardous Waste. Any waste under Article 1, Chapter 11, Division 4.5 (section 66261.3 *et seq.*) of Title 22 of the California Code of Regulations.

(d) Landfill. Toland Road Municipal Solid Waste Landfill located at the end of Toland Road in the unincorporated area of Ventura County.

(e) Landfill Permits. Includes the Conditional Use Permit No. CUP 3141 as approved and modified by the County of Ventura, Waste Discharge Requirements, Order No. 96-053, as approved and modified by the Regional Water Quality Control Board - Los Angeles Region, Solid Waste Facility Permit, SWFP #56-AA-0005 as approved and modified by the California Department of Resources Recycling and Recovery and the County of Ventura Environmental Health Division acting as the Local Enforcement Agency for the California Department of Resources Recycling and Recovery, and all other regulatory Approvals necessary for the operation of the Landfill.

(f) Plant. The Oxnard Wastewater Treatment Plant located at 6001 South Perkins Road, Oxnard, CA.

(g) Unacceptable Waste. Waste which does not meet the criteria for biosolids specified in this Agreement as determined by the District.

19. GENERAL PROVISIONS.

(a) Time. Time is of the essence of this Agreement. Any reference herein to days, unless otherwise defined, shall be interpreted as referring to calendar days.

(b) Notices. Any notice to be given under this Agreement shall be in writing and shall be deemed given two (2) days after being sent by first class mail addressed to:

District:
General Manager
Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003-0704

City:
Public Works Administration
City of Oxnard
305 West Third Street
Oxnard, CA 93030

or to such other address as either party may designate hereinafter in writing delivered to the other party.

(c) Governing Law/Venue. This Agreement, and all matters relating to this Agreement, shall be governed by the laws of the State of California in force at the time any need for interpreting this Agreement or any decision or holding concerning this Agreement arises. Venue for any Superior Court action relating to this Agreement shall be in Ventura County.

(d) Severability. If any clause, provision, paragraph or section of this Agreement shall be ruled invalid by any court of jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, paragraph or section which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in

addition to and in conjunction with items (1) and (2) above to effect the intent of the Parties in the invalid provision. The invalidity of such clause, provision, paragraph or section shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(e) Prior Understandings and Usage. This Agreement contains the entire agreement between the Parties and supersedes all previous written or oral negotiations, commitments, understandings, proposals and writings. It is expressly understood by the Parties that the terms of this Agreement shall not be modified by course of performance, course of dealing, usage or informal arrangements which may occur from time to time over the term of this Agreement or by evidence of additional terms not expressly contained in this Agreement.

(f) Amendments. No amendment to this Agreement shall be valid and binding on the Parties except when in writing and mutually agreed to by the Parties and signed by authorized representatives for each one of the Parties.

(g) Execution in Counterparts. This Agreement may be executed in counterparts with the same force and effect as if one document were signed by all Parties.

(h) Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their reasonable control, including, but not limited to, acts of God, strikes, lockouts, floods, war, epidemics, fire, earthquake or other disaster.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

[signatures on next page]

APPROVED AS TO FORM: ARNOLD LaROCHELLE MATHEWS VAN CONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for DISTRICT

ATTEST:

By _____
MICHELLE ASCENCION, CMC
Clerk of the Board

VENTURA REGIONAL SANITATION DISTRICT

By _____
BERT PERELLO
Chairman, Board of Directors

By _____
MARK LAWLER
General Manager

CITY OF OXNARD

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

_____
Risk Manager

APPROVED AS TO CONTENT:

_____
Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO AMOUNT:

_____
Greg Nyhoff, City Manager

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: 3

DATE: October 4, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Second Amendment to Agreement No. A-7590 with Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Management Services (5/5/2)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve the Second Amendment between the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services, Inc. in an amount not-to-exceed $80,000 for a total contract amount of $320,000 to provide proper disposal of non-recyclable and Class II household hazardous waste program drop-off services, and extending the term from June 30 2016 to October 4, 2017.

BACKGROUND

The Environmental Resources Division wishes to execute a Second Amendment to Agreement No. A-7590. These monthly household hazardous waste (HHW) management drop-off events take place at the Clean Harbors Environmental Services facility in Camarillo. This agreement allows for the proper disposal of residential and small quantity generator (businesses) toxic materials such as pesticides, solvents, and acids. The current HHW first amendment is a collaborative document between the City of Oxnard, City of Port Hueneme, and Clean Harbors, which expired June 30, 2016. Port Hueneme has indicated an interest in continuing the same services. The proposed agreement would run from July 1, 2016 –October 4, 2017. Staff recently executed a due diligence process where two other permanent HHW businesses were contacted to

explore if they had future plans to build a permanent facility in Oxnard or the west side of Ventura County. Both companies, PSC Environmental Services in Pomona and Veolia in Azusa indicated to staff that they had no imminent plans to locate a permanent HHW facility in Ventura County.

The City of Port Hueneme contracts with the City of Oxnard for trash and recycling processing services. The Clean Harbors facility accepts HHW items not allowed by State law at the City's limited antifreeze, battery, motor oil, and latex paint (ABOP) and electronic waste programs. Clean Harbors is currently the only permanent all-purpose HHW facility drop-off service option for Oxnard in Ventura County. Other potential service providers do not have a facility in Ventura County that allow for Oxnard's residential and business community to conveniently drop-off all types of household hazardous waste such as pesticides, solvents, and acids. Clean Harbors invoices the City of Port Hueneme separately from the City of Oxnard for their residential participation in these monthly all-purpose HHW services.

STRATEGIC PLAN

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

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

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There are sufficient funds budgeted in FY2016-17 in the Solid Waste Operating Fund 631 (account 631-6302-842-8209) to cover the program based on residential and small business participation. The estimated amount for FY2017-18 will be included in the Recommended Budget. The City of Port Hueneme is invoiced directly from Clean Harbors for their monthly residential participation.

ATTACHMENTS:

Attachment A - Second Amendment to Agreement No. A-7590

Attachment B - First Amendment to Agreeement No. A-7590

Attachment C - Agreement No. A-7590

Agreement No. A-7590

SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAMS SERVICES

This Second Amendment ("Second Amendment") to the Agreement by and between the City of Oxnard ("Oxnard"), a municipal corporation, the City of Port Hueneme ("Port Hueneme"), a municipal corporation, and Clean Harbors Environmental Services, Inc. ("Contractor"), a corporation, for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement"), which is incorporated herein by this reference, is made and entered into in the County of Ventura, State of California, this 4th day of October, 2016, by and between Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 7 of the Agreement as amended by the First Amendment, "Mark Atkinson, District Sales Manager" is deleted and replaced with "Jen McLaughlin, Technical Services Branch Manager."

2. In Section 9 of the Agreement as amended by the First Amendment, the date "June 30, 2016," is deleted and replaced with the date October 4, 2017."

3. In Section 11(a) of the Agreement as amended by the First Amendment, the following language is added to the end of the paragraph:

   "The rate for fiscal year 2016-17 is $87.50 per vehicle per event for each HHW PARTICIPANT and $87.50 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceed total value of $80,000 for all HHW PARTICIPANTS from July 1, 2016, through October 4, 2017."

4. In Sections 12(c) and 35(a) of the Agreement as amended by the First Amendment, the name and title "Grant Dunne, Management Analyst III" is deleted and replaced with the name and title "Jay Duncan, Recycling Manager."

5. In Section 35(b) of the Agreement as amended by the First Amendment, "Ray Evans, Solid Waste Superintendent" is deleted and replaced with "Fred Camarillo, Solid Waste Superintendent."

6. In Section IV of Exhibit A of the Agreement as amended by the First Amendment, the following language is added to the end of the section titled Fixed Fees:

   "Year 4 – FY16/17

HHW Participants	$87.50/Load
Door-to-Door HHW Pickups	$87.50/Pickup

7. In Section IV of Exhibit A of the Agreement as amended by the First Amendment, the following language is added to the end of the section titled Fixed Fees-Agreement with California Architectural Paint Care Program (Paint Care):

"Year 4 – FY16/17

HHW Participants	$74.40/Load
Door-to-Door HHW Pickups	$74.40/Pickup

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE

Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Housley, Environmental Resources Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Louis Pransky, Vice President
Clean Harbors Environmental Services, Inc.

Michael McDonald, Assistant Secretary
Clean Harbors Environmental Services Inc.

CITY OF PORT HUENEME

Carmen Nichols, Interim City Manager

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME

Mark Hensley, City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE

Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Housley, Environmental Resources Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

Louis Pransky, Vice President
Clean Harbors Environmental Services, Inc.

Michael McDonald, Assistant Secretary
Clean Harbors Environmental Services Inc.

CITY OF PORT HUENEME

Carmen Nichols, Interim City Manager

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME

Mark Hensley, City Attorney

Agreement No. A-7590

FIRST AMENDMENT TO AGREEMENT AMONG THE CITY OF OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS ENVIRONMENTAL SERVICES FOR HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAMS SERVICES

This First Amendment ("First Amendment") to the Agreement Among the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2015, by and between the City of Oxnard, a municipal corporation ("Oxnard"), the City of Port Hueneme, a municipal corporation ("Port Hueneme") and Clean Harbors Environmental Services, Incorporated ("Contractor"). This First Amendment amends the Agreement entered into on July 1, 2013, by Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 9 of the Agreement, the date "June 30, 2015" is deleted and replaced with the date "June 30, 2016."

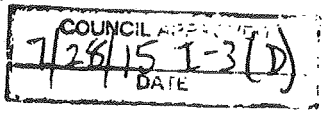
2. In Section 11 a. of the Agreement the following language is added to the end of the paragraph:
"The rate for fiscal year 2015-16 is $87.50 per vehicle per event for each HHW PARTICIPANT and $87.50 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceeding total value of $80,000 for all HHW PARTICIPANTS from July 1, 2015 through June 30, 2016."

3. In Section 12 c. of the Agreement, the name and title "Jay Duncan, Recycling Manager." is deleted and replaced with the name and title "Grant Dunne, Management Analyst III." The name "Ray Evans" is deleted and replaced with the name "Fred Camarillo."

4. Section 35 a. of the Agreement, is deleted and replaced with "Any notices to Oxnard may be delivered personally or by mail address to City of Oxnard, Environmental Resources Division, 111 South Del Boulevard, Oxnard, CA 93030, Attention: Grant Dunne, Management Analyst III."

5. In Section 35 b. of the Agreement, the name and title "Ray Evans, Solid Waste Superintendent" is deleted and replaced with the name and title "Fred Camarillo, Solid Waste Superintendent."

6. In Section 36 of the Agreement, the wording "and by the Utility Services Director on behalf of Port Hueneme." is deleted and replaced with the wording



"and by the City Manager and City Attorney on behalf of the City of Port Hueneme."

7. In Section IV of Exhibit A of the Agreement, the following language is added to the end of section entitled FIXED FEES:
"Year 3 – FY15/16

HHW Participants	$87.50/load
Door-to-Door HHW Pickups	$87.50/load

8. In Section IV of Exhibit A of the Agreement, the following language is added to the end of section entitled FIXED FEES-Agreement with California Architechtual Paint Care Program:
"Year 3 – FY15/16

HHW Participants	$74.40/load
Door-to-Door HHW Pickups	$74.40/load

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Todd Housley,
Environmental Resources MRF/Manager

CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.

William O'Connor, Senior Vice President

CITY OF PORT HUENEME

Cynthia Haas, City Manager (ACTING FOR)

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME

for Mark Hensley, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2015

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

Willis of Massachusetts, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURER A: ACE American Insurance Company	22667-001	A++
INSURER B: American Guarantee and Liability Insuranc	26247-003	A++
INSURER C: ACE American Insurance Company	22667-076	A
INSURER D: Indemnity Insurance Company of North Amer	43575-003	A++
INSURER E: Catlin Specialty Insurance Company	15989-000	A
INSURER F:		

INSURED

Clean Harbors Environmental Services, Inc.
and its affiliates
42 Longwater Drive
Norwell, MA 02061

COVERAGES **CERTIFICATE NUMBER:** 23363517 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	HDOG27338422	11/1/2014	11/1/2015	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 500,000
	X XCU						MED EXP (Any one person)	$ 5,000
	X Contractual						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	ISAH08829238	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS-90							$
B	X UMBRELLA LIAB [X] OCCUR			AUC-4275262-10	11/1/2014	11/1/2015	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WLRC48019729	11/1/2014	11/1/2015	X PER STATUTE [ ] OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLRC48019730	11/1/2014	11/1/2015	E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
E	Contractors Pollution Liability			CPV-671802-1115 CPL	11/1/2014	11/1/2015	$10,000,000 Each Claim $10,000,000 All Claims $250,000 SIR	

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

Scope of Work: HHW T&D Drum Services.

See Attached:

CERTIFICATE HOLDER

City of Oxnard
Attention: Grant Dunne
111 South Del Norte Boulevard
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:4722415 Tpl:1882675 Cert:23363517 © 1988-2014 ACORD CORPORATION. All rights reserved.

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AGENCY CUSTOMER ID: 076900

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Massachusetts, Inc.	Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See First Page	
CARRIER: See First Page / NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Legal Liability
Carrier: Indian Harbor Insurance Company
Policy Number: PEC0042039-01
Policy Term: 11/1/2014 - 11/1/2015
Limits: $10,000,000 Each Claim/Aggregate

City of Oxnard is named as an Additional Insured for General Liability and Auto Liability, as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Auto Liability and Workers Compensation as required by written contract where allowed by state law.

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POLICY NUMBER: HDO G27338422

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Clean Harbors, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H08829238	11/01/2014 to 11/01/2015	11/01/2014
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

DA-9U74b 06 14

POLICY NUMBER HDO G27338422 Endorsement Number: 5

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured			Endorsement Number
Clean Harbors, Inc.			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	HO8829238	11/01/2014 to 11/01/2015	11/01/2014
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured CLEAN HARBORS, INC. P.O. BOX 9149 NORWELL, MA 02061	Endorsement Number Policy Number Symbol: WLR Number: C48019730
Policy Period 11/01/2014 TO 11/01/2015	Effective Date of Endorsement 11/01/2014
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXCUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

Copyright 1982-83, National Council on Compensation

Workers' Compensation and Employers' Liability Policy

Named Insured CLEAN HARBORS, INC. P.O. BOX 9149 NORWELL, MA 02061	Endorsement Number
	Policy Number Symbol: WLR Number: C48019729
Policy Period 11/01/2014 TO 11/01/2015	Effective Date of Endorsement 11/01/2014
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

Authorized Agent

AGREEMENT AMONG THE CITY OF OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS ENVIRONMENTAL SERVICES FOR HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAM SERVICES

THIS AGREEMENT is made and entered into in the County of Ventura, State of California, this 1st day of July 2013, by and among the City of Oxnard, a municipal corporation of the State of California ("Oxnard"), the City of Port Hueneme, a municipal corporation of the State of California ("Port Hueneme") and Clean Harbors Environmental Services, Inc. ("Contractor").

Contractor, Oxnard and Port Hueneme agree as follows:

1. Definitions

The following words used in this Agreement shall have the following definitions, unless it is clear from the context that a different meaning is intended.

a. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQG) shall mean businesses, including businesses operated out of a house, that meet the criteria specified in section 261.5 of Title 40 of the Code of Federal Regulations.

b. CESQG WASTE shall mean hazardous wastes as defined by section 25117 of the Health and Safety Code or listed in the Title 22, Division 4.5, Chapter 11 of the California Code of Regulations or that exhibit characteristics of ignitability, corrosivity, reactivity, or toxicity described therein, and that are generated by the CESQG. CESQG WASTE shall NOT include radioactive materials, explosives, or ammunition.

c. EVENT shall mean services provided by Contractor on days that Contractor collects HHW or CESQG WASTE pursuant to this Agreement.

d. HOUSEHOLD HAZARDOUS WASTE (HHW) shall mean wastes discarded from residences that are either hazardous waste as defined in section 25117 of the Health and Safety Code or wastes that are listed in Title 22, Division 4.5, Chapter 11 of the California Code of Regulations, or that exhibit characteristics of ignitability, corrosivity, reactivity, or toxicity described therein. HHW may include, but are not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents, oven cleaner, pesticides, pool chemicals sharps, nickel cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, oil base paint, latex paint, used motor oil, used oil filters, antifreeze, and spent lead-acid batteries. HHW does NOT include radioactive materials, explosives, ammunition, or wastes produced in the course of operating a business, including a business conducted at a residence.

COUNCIL APPROVAL
DATE: 6-25-13 AGENDA # S-1

e. HHW EVENT PARTICIPANTS, CESQG EVENT PARTICIPANTS and EVENT PARTICIPANTS shall mean persons who bring HHW or CESQG WASTE to an EVENT.

f. UNACCEPTABLE WASTE shall mean radioactive material, unstable explosives (such as picric acid, ether), stable explosives (such as fireworks and ammunition), bio-hazardous waste, and compressed gas cylinders.

2. **Scope of Services**

Contractor shall furnish Oxnard and Port Hueneme with the services described in Exhibit A ("Services"), attached hereto and incorporated herein by this reference, and Oxnard and Port Hueneme shall perform the obligations therein on Oxnard and Port Hueneme. However, Oxnard or Port Hueneme need not use Contractor's services, and at any time during the term of this Agreement, immediately upon notice to Contractor, Oxnard or Port Hueneme may limit participation in EVENTS by Oxnard or Port Hueneme residents or businesses.

3. **Method of Performing Services**

Subject to the terms and conditions of this Agreement, Contractor will determine the method, details and means of performing the services imposed on Contractor.

4. **Standard of Performance**

Contractor shall undertake and complete the Services, using that standard of care, skill and diligence normally provided by similar contractors in the performance of similar services.

5. **Nonexclusive Services**

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine, as long as performing such other services does not interfere with Contractor's ability to perform the Services.

6. **Coordination of Services**

Contractor shall coordinate the Services with Oxnard's Environmental Resources Manager or designee ("the Environmental Resources Manager") and shall perform the Services under the general direction of the Environmental Resources Manager. At any time the Environmental Resources Manager may, but is not required to, monitor the work being performed by Contractor under this Agreement. Such monitoring does not constitute approval of Contractor's performance or relieve Contractor of the responsibility to provide the Services hereunder.

7. **Principal in Charge**

Contractor designates Mark Atkinson, District Sales Manager, Southern California, as Contractor's principal-in-charge and person responsible for coordination with the Environmental Resources Manager.

8. **Permits, Licenses and Certificates**

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses and certificates required in connection with the performance of the Services under this Agreement.

9. **Term of Agreement**

This Agreement shall begin July 1, 2013 and, unless earlier terminated pursuant to this Agreement, shall expire on June 30, 2015. Oxnard and Port Hueneme may elect to extend this Agreement annually, by providing written notice to Contractor no later than May 31, of the year of expiration of the Agreement. The extensions will be on the same terms and conditions as this Agreement except that the pricing of services shall be subject to renegotiation.

10. **Termination**

a. This Agreement may be terminated without liability for breach by Oxnard if the Environmental Resources Manager notifies Contractor, in writing, of the Environmental Resources Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. Oxnard agrees to pay Contractor in full for all amounts due Contractor for services rendered as of the effective date of termination.

b. Port Hueneme may withdraw from this Agreement without liability for breach, by providing ten days written notice. Port Hueneme agrees to pay Contractor for all services rendered prior to termination. Port Hueneme may limit or cease participation in EVENTS by Port Hueneme residents or business, as set out in section 2 of this Agreement.

c. This Agreement may be terminated by Contractor if Contractor notifies Oxnard and Port Hueneme, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective 30 calendar days from the date of delivery or mailing of such notice and only if Contractor completes all EVENTS scheduled during such period.

11. **Compensation**

a. Oxnard and Port Hueneme agree to pay Contractor $85.00 per vehicle per event for each HHW PARTICIPANT from their respective jurisdictions, and $85.00 per pickup of HHW from each disabled person within their respective jurisdictions, and not to exceed a total of $80,000 for all HHW PARTICIPANTS for fiscal year 2013-14. In fiscal year 2014-15, the amount would increase to $87.50 per vehicle per event for each HHW PARTICIPANT from their respective jurisdictions, and $87.50 per pickup of HHW from each disabled person within their respective jurisdictions, and not to exceed a total of $80,000 for all HHW PARTICIPANTS. Oxnard agrees to pay not to exceed $250 per vehicle, or $500 per contract year, for each CESQG PARTICIPANT from Oxnard, and not to exceed a total of $10,000 for all CESQG PARTICIPANTS from Oxnard. The rate structure is more particularly set out in Section IV of Exhibit A. Neither the CITY OF OXNARD or the CITY OF PORT HUENEME is responsible for payments arising from events or activities in the other's jurisdiction.

b. Oxnard, Port Hueneme and Contractor agree that the rate schedules contained in Section IV of Exhibit A will be adjusted if any party can demonstrate that the actual and reasonable cost of services has decreased or increased by ten percent or more over the actual cost of services at the time of execution of this Agreement as such cost is demonstrated to the satisfaction of Oxnard and Port Hueneme by reference to contemporaneously maintained books and records. The party seeking an adjustment shall provide written notice, including justification for the adjustment, to the other parties at least 60 days in advance of the effective date of the proposed adjustment. Upon receipt of such notice, Oxnard and Contractor or Port Hueneme and Contractor, as appropriate, shall meet within ten working days to determine the appropriate level of adjustment, if any. If Oxnard and Contractor or Port Hueneme and contractor cannot agree on the appropriate level of adjustment, Oxnard, Port Hueneme or Contractor may terminate its participation in this Agreement by providing ten working days' written notice to the other parties.

c. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of Oxnard and Port Hueneme from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services.

d. Contractor agrees that payment by Oxnard or Port Hueneme shall not constitute or be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors or agents relating to the Services performed hereunder, nor shall such payment be deemed an assumption of responsibility or liability by Oxnard or Port Hueneme for any defect or error in the services performed by Contractor or its employees, subcontractors or agents.

e. Contractor shall provide the Environmental Resources Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

12. **Method of Payment**

a. On completion of an EVENT and removal of all HHW and CESQG WASTE collected by Contractor from PARTICIPANTS therein, Contractor shall submit to Oxnard and to Port Hueneme separate invoices prepared in accordance with the rate scheduled contained in Section IV of Exhibit A. Contractor shall submit the following with each invoice: number of PARTICIPANTS from Oxnard and from Port Hueneme; copies of manifests; copies of certificates of other documents from disposal or recycling facilities for material collected at the EVENT. Submitted on a calendar quarterly basis; a printout of the completed CIWMB Form 303; and other charts, graphs, and visual materials related to the services provided by Contractor at the EVENTS, as the Oxnard Environmental Resources Manager may request; and any documentation required in connection with the Materials Reuse Program identified in Exhibit A.

b. At the end of every calendar month, Contractor shall submit to Oxnard and to Port Hueneme separate invoices prepared in accordance with the rate schedules contained in Section IV of Exhibit A, identifying HHW pickups from disabled persons in each city occurring during such month. The invoice shall state the name and address of each person from whom Contractor picked up HHW and the charge for each pickup.

c. Contractor shall submit invoices to Oxnard by mailing invoices to City of Oxnard, Environmental Resources Division, 111 South Del Norte Blvd. Oxnard, CA 93030, Attention: Jay Duncan, Recycling Manager. Contractor shall submit invoices to Port Hueneme by mailing invoices to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Ray Evans.

d. Oxnard shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Contractor, Oxnard may extend the invoice review period. If Oxnard does not accept or reject an invoice within ten working days or any extension of such time, Contractor may assume that the invoice is accepted. If Oxnard rejects the invoice, Contractor shall submit a corrected invoice.

e. Port Hueneme shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Contractor, Port Hueneme may extend the invoice review period. If Port Hueneme does not accept or reject an invoice within ten working days or any extension of such time, Contractor may assume that the invoice is accepted. If Port Hueneme rejects the invoice, Contractor shall submit a corrected invoice.

f. Contractor shall maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Contractor shall provide the Environmental Resources Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

13. **Maintenance and Inspection of Records**

Contractor agrees that Oxnard or its auditors, or Port Hueneme or its auditors, shall have access to and the right to audit and reproduce any of Contractor's relevant records to ensure that Oxnard and Port Hueneme are receiving all services to which Oxnard and Port Hueneme are entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for at least three years after the expiration or termination of this Agreement or until an audit has been completed and accepted by Oxnard or Port Hueneme.

14. **Non-Appropriation of Funds**

a. Payments to be made to Contractor by Oxnard for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Oxnard. If Oxnard does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the current fiscal year and shall automatically terminate at that time.

b. Payments to be made to Contractor by Port Hueneme for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Port Hueneme. If Port Hueneme does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the current fiscal year and shall automatically terminate at that time.

15. **Indemnity**

a. Contractor agrees to protect, indemnify, hold harmless and defend Oxnard, its City Council, and each member thereof, and every officer, employee, representative or agent of Oxnard, from any and all liability, penalties, fines, forfeitures, claims, demands, actions, damages (whether in contract, or tort, including personal injury, death at any time, property damage or damage to the environment or natural resources, such as contamination or pollution), remediation and cleanup costs, or other costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this agreement performed by Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf, including the collection, identification, handling, bulking, packaging, transport, disposal, recycling or re-use of HHW or CESQG WASTE or any other waste, whether or not they involve the violation of any State of Federal law or statute, ordinance, order, rule or regulation of any governmental entity or agency, including the Federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, or any comparable provision of State or Federal law that may be subsequently enacted or any rule or regulation promulgated thereunder.

b. Contractor agrees to protect, indemnify, hold harmless and defend Port Hueneme, its City Council, and each member thereof, and every officer, employee, representative or agent of Port Hueneme, from any and all liability, penalties, fines, forfeitures, claims, demands, actions, damages (whether in contract, or tort, including personal injury, death at any time, property damage or damage to the environment or natural resources, such as contamination or pollution), remediation and cleanup costs, or other costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this agreement performed by Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf, including the collection, identification, handling, bulking, packaging, transport, disposal, recycling or re-use of HHW or CESQG WASTE or any other waste, whether or not they involve the violation of any State of Federal law or statute, ordinance, order, rule or regulation of any governmental entity or agency, including the Federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, or any comparable provision of State or Federal law that may be subsequently enacted or any rule or regulation promulgated thereunder.

c. 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 Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf would be held liable without fault.

d. Contractor's obligation to defend shall arise when a claim, demand, administrative order or action is made or filed, whether or not such claim, demand, administrative order or action results in a determination of liability or damages as to which Contractor is obligated to indemnify and hold harmless.

16. **Insurance**

a. Contractor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-F attached hereto and incorporated herein by this reference, issued by a company satisfactory to Oxnard's Risk Manager, and to Port Hueneme's City Manager, unless the Risk Manager and City Attorney waive, in writing, the requirement that Contractor obtain and maintain such insurance coverages.

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

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

17. **Performance Bond**

Within 20 calendar days of the Contractor's execution of this Agreement, Contractor shall furnish to Oxnard and Port Hueneme a surety bond executed by a corporate surety or irrevocable letter of credit in the amount of $25,000 in favor of both Oxnard and Port Hueneme, in form and substance approved by the Risk Manager of Oxnard and the City Manager of Port Hueneme, guaranteeing Contractor's faithful performance of this Agreement, which shall remain in force for the term of this Agreement. Any amendment of this Agreement, extension of time, extra work, additional work or other changes may be made without the consent of the surety.

18. **Independent Contractor**

a. In the performance of the services under this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of Oxnard or Port Hueneme. Contractor has and shall retain the right to exercise full control over the employment direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save Oxnard and Port Hueneme harmless from, all matters relating to the payment of Contractor's employees, agents, subcontractors and sub-consultants, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from Oxnard and Port Hueneme any of the benefits or rights afforded employees of Oxnard or Port Hueneme, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

19. **Contractor Not Agent**

a. Except as the Environmental Resources Manager may specify in writing, Contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of Oxnard in any capacity, as agents or otherwise, or to bind Oxnard to any obligation.

b. Except as Port Hueneme's Solid Waste Superintendent may specify in writing, Contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of Port Hueneme in any capacity, as agents or otherwise, or to bind Port Hueneme to any obligation.

20. **Conflict of Interest**

Contractor shall promptly inform the Oxnard Environmental Resources Manager of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of its Agreement that may conflict with Oxnard or Port Hueneme's interests. This requirement includes contracts, agreement and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

21. **Assignability of Agreement**

Contractor agrees that this Agreement contemplates performance by Contractor and is based upon a determination of Contractor's locations, competence, experience and specialized knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Environmental Resources Manager, which consent may be withheld for any reason.

22. **Successors and Assigns**

This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of Contractor, Oxnard and Port Hueneme.

23. **Fair Employment Practices**

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all laws of the United States of America, the State of California, and Oxnard and Port Hueneme.

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

c. Contractor 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. Contractor shall provide Oxnard and Port Hueneme staff with access to and, upon requests by the City of Oxnard's Environmental Resources Manager, provide copies to the Environmental Resources Manager of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or Federal law.

24. **Force Majeure**

Neither Oxnard, Port Hueneme nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of any of the three parties. Such acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

25. **Time of Essence**

Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

26. **Covenants and Conditions**

Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

27. **Governing Law**

The construction and interpretation of this Agreement and the rights and duties of Oxnard, Port Hueneme and Contractor hereunder shall be governed by the laws of the State of California.

28. **Compliance with Laws**

Contractor shall comply with all Oxnard, Port Hueneme, State and Federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

29. **Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

30. **Waiver**

No waiver of a breach of any provision of this Agreement by Contractor, Oxnard or Port Hueneme shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of Oxnard, Port Hueneme or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

31. **Counterparts**

This Agreement shall be executed in three or more counterparts, each of which shall be deemed an original.

32. **Arbitration**

In the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Contractor's compensations, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or if the parties cannot agree, then under the Rules of the American Arbitration Association.

33. **Expenses of Enforcement**

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

34. **Authority to Execute**

a. Oxnard acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of Oxnard.

b. Port Hueneme acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of Port Hueneme.

c. Contractor acknowledges that the person executing this Agreement has been duly authorized by the Contractor to do so on behalf of Contractor.

35. **Notices**

a. Any notices to Oxnard may be delivered personally or by mail address to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, CA 93030, Attention: Jay Duncan, Recycling Manager.

b. Any notices to Port Hueneme may be delivered personally or by mail address to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Ray Evans, Solid Waste Superintendent.

c. Any notices to Contractor may be delivered personally or by mail address to Clean Harbors Environmental Services, 880 W. Verdulera Street, Camarillo, CA 93010, Attention Jennifer McLaughlin, Account. Manager, Clean Harbors.

36. **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 the Environmental Resources Manager and Contractor, and by the Utility Services Director on behalf of Port Hueneme.

37. **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

Karen R. Burnham, Interim City Manager

CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.

~~William F. O'Conner~~, Senior Vice President
WILLIAM B HALLAM

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CITY OF PORT HUENEME

Ellis L. Green, Mayor

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO FORM
FOR CITY OF PORT HUENEME:

Mark Hensley, City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

Exhibit A

SECTION 1- SCOPE OF SERVICES

CONTRACTOR will provide services necessary to operate a PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY (PHHWCF) and CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) Program for the cities of Oxnard and Port Hueneme ("City") at the CONTRACTOR'S facility. Additional services shall include operating Temporary Household Hazardous Waste Collection Facilities at locations designated by the City. These services shall include the acceptance, packaging, labeling, profiling, manifesting, transportation and disposal of HHW and CESQG WASTE. HHW may include, but are not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents; oven cleaner, pesticides, pool chemicals, nickel-cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, intact spent high intensity discharge (HDD) lamps, cathode ray tubes (CRTs), compressed gas cylinders and fire extinguishers, oil based paint, latex paint, used motor oil, used oil filters, antifreeze, spent lead-acid batteries and "sharps" in approved containers.

1. ***RESPONSIBILITIES OF THE CITY***

A. Generator Status. The CITY shall be the generator of all waste accepted at the CITY HHW and CESQG program. As such, the City shall sign all required permits, variances, manifests and bills of lading. The CITY may authorize, in writing, the CONTRACTOR to sign manifests and bills of lading on behalf of the CITY.

B. Publicity and Informational Materials. The CITY shall employ whatever means it determines to be feasible to publicize the program including, but not limited to, direct mail, flyers, posters, press releases, utility bill inserts, and other forms public information. Program publicity shall identify acceptable and unacceptable wastes and shall advise PARTICIPANTS of. transportation limitations established by applicable federal and state statutes and/or regulations.

The CITY may provide questionnaires, brochures, oil recycling containers, and other promotional and educational materials to the CONTRACTOR for distribution to PARTICIPANTS.

C. Residency Verification. The CITY shall provide the. CONTRACTOR with the information necessary to determine the potential PARTICIPANT'S jurisdiction of residence. CITY shall provide CONTRACTOR with a map clearly showing the CITY'S boundaries. In the event that residency can not be verified from the map, CONTRACTOR shall request assistance from a CITY representative.

2. ***RESPONSIBILITIES OF CONTRACTOR***

A. Appointment Based System. CONTRACTOR shall provide a local (Camarillo) phone number for HHW and- CESQG PARTICIPANTS to schedule appointments to dispose of HHW and CESOG WASTE. CONTRACTOR shall ensure that this line is staffed by a reservations specialist capable of scheduling appointments and assisting the public, Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m. except for holidays. At all other times, CONTRACTOR shall ensure that this line is answered by an automatic answering device that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a message.

CONTRACTOR shall use its best efforts to establish an internet site capable of accepting, processing and establishing appointment requests from the public. This site shall link to the CITY website.

CONTRACTOR shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, CONTRACTOR shall verify the PARTICIPANTS jurisdiction of residence. The CONTRACTOR shall keep a list of appointments made, including PARTICIPANTS' name, address, telephone number and jurisdiction of residence. CONTRACTOR shall submit this list to the CITY in both a hardcopy and in an electronic format specified by the CITY, along with the invoice for collection services.

CONTRACTOR shall issue admission postcards to PARTICIPANTS in a timely manner that indicate the day and time of the appointment, location, acceptable and unacceptable materials, and waste transportation limits. The CONTRACTOR shall collect admission postcards from PARTICIPANTS upon their arrival at the site and shall complete appointment postcards for PARTICIPANTS who fail to bring their postcard to the site. The CONTRACTOR shall submit all admission postcards to the CITY along with each invoice submitted for payment.

B. Permit and Variance Acquisition - CONTRACTOR shall ensure that an Environmental Protection Agency. identification number (CAH#) applicable to HHW and CESQG WASTE collection programs is issued to all selected sites, complete and submit DTSC Permit By Rule Application, obtain all local land use permits and comply with the California Environmental Quality Act (CEQA) for each site. CONTRACTOR shall obtain a variance from DTSC to allow CONTRACTOR to collect HHW door-to-door from residences upon request by the City ("Shut-In" service). CONTRACTOR shall also renew HHWVAR990504 - Transportation and Manifesting Variance for CESQG. CONTRACTOR shall secure all necessary signatures from the CITY as required.

C. Collection Location. CONTRACTOR shall provide the location for the PHHWCF *at their facility located at 880 West Verdulera Street in Camarillo. At the request* of the CITY, CONTRACTOR shall hold satellite collection programs at locations designated by the CITY.

D. Operations/Health and Safety Plan. CONTRACTOR shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to CITY for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. CONTRACTOR shall include, as a minimum requirement, in the plan: work zones for the site, indicate safety showers, eye wash stations, first aid kits, and fire extinguishers within these work zones; specify the levels of personal protective equipment to be provided, develop spill response and control measures; specify emergency and spill response procedures; indicate evacuation procedures to be followed and identify off site medical facilities available to assist in emergency situations. Contractor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

E. Emergency Response. CONTRACTOR shall contact and coordinate with all CUPA or other local agencies responsible for fire and hazardous waste emergency response and notify such agencies of the collection program dates, location(s) and hours of operation and all other information required by Health & Safety Code §25218.2. CONTRACTOR shall establish contingency measures should an incident occur.

F. Trained and Qualified Personnel. CONTRACTOR shall use qualified staff trained in spill response, general health and safety, and emergency procedures to collect, sort, identify, package, manifest, transport and arrange for the treatment and/or disposal of incoming wastes. CONTRACTOR personnel shall be capable of emergency response and cleanup of hazardous spills. CONTRACTOR shall ensure that its personnel sorting, labpacking, bulking, and packaging HHW and/or CESQG WASTE meet the personnel training requirements specified in §66264.16(a) and the requirements of the Occupational Safety and Health Administration (OSHA) CCR, Title 8. CONTRACTOR ensures its supervisors and hazardous waste drivers conform with Department of Transportation (DOT) hazardous materials transportation. regulation (HM-126F). Copies of all 40-hour OSHA training certificates shall be maintained on site during operations.

G. General Facility Operations. CONTRACTOR shall provide all expertise, equipment and supplies necessary to operate a HHW and/or CESQG WASTE collection program including, but not limited to the following: provide properly trained and qualified personnel, provide emergency response services when required;. distribute and collect. public information materials, collect appointment postcards from PARTICIPANTS, receive HHW and/or CESQG WASTE, utilize appropriate management methods for waste collected; identify unknown wastes; package and label wastes; and provide on-site. interim storage, transport, recycle, treat, and/or dispose of wastes

CONTRACTOR shall provide personnel to control on-site traffic, greet PARTICIPANTS, unload PARTICIPANT'S vehicles, and identify and segregate wastes. CONTRACTOR shall instruct PARTICIPANTS to remain in their vehicles at, all times. Prior to unloading, CONTRACTOR shall scan the material for any potential unacceptable waste. CONTRACTOR shall service HHW and CESQG WASTE PARTICIPANTS within 10 minutes of PARTICIPANT'S arrival at the facility or traffic queue.

In the event PARTICIPANT exceeds the amount of material reasonably considered to be one load or is greatly in excess of HHW transportation limits, CONTRACTOR shall photograph load and provide photograph to CITY along with the CONTRACTOR's invoice for payment.

H. Unacceptable Waste. CONTRACTOR shall accept waste from PARTICIPANTS in accordance with the approved "Quality Assurance Plan" as defined in -Health & Safety Code §. CONTRACTOR shall make every effort to prevent the acceptance of unacceptable wastes including radioactive material, unstable explosives, stable explosives such as fireworks and ammunition and bio-hazardous waste with the exception of "sharps" contained in an appropriate container. Unacceptable wastes brought to the collection program by HHW or CESQG PARTICIPANTS, which the CONTRACTOR deems to be a hazard to the public or

environment if not accepted, shall be accepted by the CONTRACTOR. In this instance, or if unacceptable wastes are inadvertently accepted, CONTRACTOR shall notify the CITY by the following business day. CONTRACTOR shall arrange for the proper and legal transportation and disposal of unacceptable waste. In the event that unacceptable waste is not an immediate hazard to the public, CONTRACTOR shall follow the, procedures set forth in Exhibit A, Section V.

I. Surveys and Information Materials. If requested by the CITY, CONTRACTOR shall provide personnel to distribute information materials, used oil recycling containers, etc., and collect survey information from PARTICIPANTS.

J. CESQG Collection. CONTRACTOR shall accept waste from CESQG PARTICIPANTS only during hours in which the site is not open to HHW PARTICIPANTS. CONTRACTOR shall collect fees from all CESQG PARTICIPANTS.

K. Packaging and Labeling of Wastes. CONTRACTOR shall provide all personnel and materials to properly labpack or bulk HHW and/or CESQG WASTE. CONTRACTOR shall ensure that, all packaged materials are properly labeled prior to transport. Bulked liquids and labpacked drums shall be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the treatment or disposal facilities accepting the material. CONTRACTOR shall make all reasonable efforts to ensure that all containers are labpacked with a minimum of wasted space.

L. Manifesting and Transporting of Wastes. CONTRACTOR shall transport all packaged and labeled HHW and/or CESQG WASTES to their destinations as permitted by Health & Safety Code § 25218.4 and §25218.5, or by a registered hazardous waste hauler licensed through the appropriate federal and state agencies to haul such waste as appropriate. CONTRACTOR shall be responsible for the preparation of all Bills of Lading or Hazardous Waste Manifests in accordance with DOT and State regulations. Shipping papers shall be made available to the CITY prior to shipment for review. No waste shall be stored at the Permanent Household Hazardous Waste Collection Facility longer than one year as designated by Permit by Rule regulations.

M. Recycling, Treatment and Disposal. CONTRACTOR shall make arrangements for the proper recycling, treatment, long-term storage or disposal of collected HHW and or CESQG WASTES using methods and facilities specified in Exhibit A, Sections III and IV. CONTRACTOR shall ensure that all facilities used are fully permitted and approved by federal and local agencies *as* hazardous waste recycling, treatment, storage and/or disposal facilities.

N. Documentation and Reporting. CONTRACTOR shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CIWMB Form 303.

O. Equipment. CONTRACTOR agrees to supply all equipment designated on Exhibit A, Section VI, at no cost to the CITY for use at the PHHWCF.

P. Reuse Program. In conjunction with HHW & CESQG collection and disposal, CONTRACTOR shall operate a reuse program. CONTRACTOR shall make available to the public certain hazardous and recyclable materials for the purpose of reuse. CONTRACTOR shall institute measures to maximize reuse opportunities. CONTRACTOR shall provide the CITY with a reuse plan and ensure that each member of the public that accepts material from the reuse program receives and signs a Waiver of Liability and Release for Reuse of Hazardous and Recycled Materials.

Q. Recycling, Treatment and Disposal. Contractor shall arrange for the proper recycling, treatment, long-term storage or disposal of collected HHW or CESQG WASTE, using the methods and facilities specified in Section III of this Exhibit A. Contractor shall ensure that all facilities used are fully permitted and approved by Federal, State and local agencies as hazardous waste recycling, treatment, storage or disposal facilities.

SECTION II- LIST OF HAZARDOUS WASTE TRANSPORTERS

CONTRACTOR shall use any or all of the following hazardous waste transporters for waste. collected from the CITY Permanent HHW Collection Facility and/or CESQG ,WASTE program. All transporters listed below are properly licensed and certified.

Name/Add ress	EPA I.D. Number	Phone No./Contact	Waste Transported
Clean Harbors Environmental Services, Inc. P.O. Box 9149 Norwell, MA 02061	MAD03932250	(781) 792-5760 Tony Cellucci	Hazardous Waste, Non-Hazardous Waste, Supplies
Smith Systems Transportation, Inc. PO Box 2455 Scottsbluff, NE 69363	NED986382133 DOT ID#472690	(308) 632-5148 Mike Bayne	Hazardous Waste, Non-Hazardous Waste, Supplies

SECTION III - RECYCLING AND DISPOSAL FACILITIES

CONTRACTOR shall use any or all of the following permitted waste management facilities *for the disposal or recycling of waste collected at CITY events or HHW* pickups.

Clean Harbors Aragonite 11699 North Aptus Aragonite, UT 84029	UTD981552177	(801) 323-8100 Shawn Raju	Incineration of Drummed Waste
Clean Harbors Buttonwillow 2500 West Lokern Road Buttonwillow, CA 93206	CAD980675276	(661) 762-6200 Marianna Buoni	Landfill of Asbestos
Clean Harbors LaPorte 500 Battleground Road La Porte, TX 77571	TXD982290140	(281) 476-0645 Jay Adair	Treatment of Cylinders
Clean Harbors Chicago 11800 S Stony Island Ave Chicago, IL 60617	ILD000608471	(773) 646-6202 John Lancaster	Recycling of PCB Light Ballasts and Fluorescent Tubes
Clean Harbors El Dorado 309 American Circle El Dorado, AR 71730	ARD069748192	(870) 863-7173 James East	Incineration of Drummed Waste
Clean Harbors Kimball 2247 South Highway 71 Kimball, NE 69145	NED981723513	(308) 235-4012 Jared Hunsaker	Incineration of Drummed Waste Fuel Blending of Paint
DeMenno Kerdoon 2000 N. Alameda Street Compton, CA 90222	CAT080013352	(310) 537-7100 Bonnie Booth	Recycling of Oil and Antifreeze
Electronics Recyclers 2860 S. East Ave Fresno, CA 93725	CAD000293898	(559) 442-3960 Aaron Blum	Recycling of CRT's and CED's
Filter Recycling Service, Inc 180 West Monte Ave Rialto, CA 92376	CAD982444481	(800) 698-4377 Wade Riddering	Oil Filter Recycling
Industrial Container 1051 Union Street Montebello, CA 90640	No EPA I.D. Required	(323) 724-8507 Kelly Simpson	Recycle of Empty Drums
Interstate Battery 321 State Street Fairfield, CA 94533	No EPA I.D. Required	(707) 422-9427 Rick Lynn	Auto Battery Recycling
Kinsbursky Brothers, Inc. 1314 North Lemon Street Anaheim, CA 92801	CAD088504881	(714) 738-8516 Paul Schneider	Recycling of Household Batteries
Mercury Waste Solutions 21211 Durand Avenue Union Grove, WI 53182	WIR000000356	(262) 878-2599 Joe Carruth	Mercury Recovery/Recycling

SECTION IV: PROPOSED RATE SCHEDULES
FISCAL YEAR 13/14 – 14/15

Permanent HHW Collection Facility (PHHWCF) and CESQG Waste Program Mobilization, Operation, Disposal and Recycling Fees

PHHWCF OPERATIONS FEES

A fixed cost for labor, materials, packaging and labeling, transportation, and disposal and recycling charges apply to all items listed under Fixed Fees.

Fixed Fees

These costs include the labor and materials required to operate HHW and CESQG events

Year 1– FY 13/14

HHW Participants	**$85.00/Load**
Door-to-Door HHW Pickups	**$85.00/Pickup**

Year 2 – FY 14/15

HHW Participants	**$87.50/Load**
Door-to-Door HHW Pickups	**$87.50/Pickup**

Fixed Fees – Agreement with California Architectural Paint Care Program (Paint Care)

These costs include the labor and materials required to operate HHW and CESQG events once the City enters an agreement with Paint Care and Clean Harbors is contracted to manage the paint for this program.

Year 1– FY 13/14

HHW Participants	**$72.25/Load**

Year 2 – FY 14/15

HHW Participants	**$74.40/Load**
Door-to-Door HHW Pickups	**$74.40/Pickup**

For the purpose of this contract, a load refers to Federal Department of Transportation (DOT) legal limit of hazardous material that an individual may transport at one time. DOT regulations limit this amount to 15 gallons or 125 pounds. Should a vehicle grossly exceed these limits, additional loads will be charged.

MOBILE COLLECTION EVENT FEES

a. Start Up Costs (per location)

• Preparation of Permit By Rule	$245
• Preparation of Site-Specific Operations Plan	$485
• Preparation of Site-Specific Safety & Health Emergency Response Plan	$245
	$975

b. Event Mobilization Costs

• Mobilization	**$1,785/event**

c. Mobile Event Fixed Fees

• HHW Customer	**$85.00/vehicle, 50 car minimum**
Total Event Estimate:	**$7010/event**

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS

A fixed cost for labor, materials, packaging and labeling and transportation, apply to all items listed under Fixed Fees.

Fixed Fees

These costs include the labor and materials required to operate the CESQG program

CESQG Participants	**$36.50/Business**

The City of Oxnard agrees to pay not to exceed $250 per CESQG, or $500 per contract year for each CESQG from the City of Oxnard, and not to exceed a total of $10,000 for all CESQG participants from Oxnard Businesses.

Acceptable Waste Disposal and Recycling Costs

The costs below include all labor, materials, packaging and labeling, transportation, and disposal and recycling charges for all wastes collected at the CESQG Waste Program.

a.) Automotive Products for Recycling

• Antifreeze	$1.50/gallon
• Used Motor Oil	$0.50/gallon
• Used Oil Filters	$0.75/pound
• Lead-Acid Batteries	No Charge

b.) Other Waste for Recycling

• Latex Paint	$3.60/gallon or $0.40/pound
• Nickel-cadmium, Alkaline, Carbon Zinc or other small Batteries	$1.10/pound
• Intact Spent Fluorescent Light Tubes	$0.20/foot
• Mercury	$12.00/pound
• Empty Drums	$25.00/drum

c.) Waste for Fuel Blending

• Oil-Based Paint	$4.00/gallon or $0.60/pound
• Solvents	$2.50/gallon

d.) Waste for Incineration

*Overpacks	$1.25/pound
*Non-reactive Labpacks	$3.20/pound
*Reactive Labpacks	$7.20/pound
*Aerosols	$2.60/pound
*Polychlorinated Biphenyls (PCBs)	$2.80/pound
*Propane Cylinders (Camp Stove Type)	$5.00/each
Propane Tanks (BBQ Style)	$25.00/each
Sharps	$75.00/4-quart container

e.) Waste for Landfill

*Asbestos	$1.00/pound

SECTION V-HANDLING OF UNEXPECTED OR DANGEROUS MATERIAL

In the event that known explosives, radioactive materials, biological contaminants and/or reactive materials (unacceptable for planned disposal) are brought to the Permanent HHW Collection Facility and/or CESQG Waste Program, CONTRACTOR shall assess the situation, and if necessary, immediately alert the appropriate agency and private waste handling company. CONTRACTOR shall arrange for the handling and disposal of unacceptable materials if CONTRACTOR deems that such materials cause an immediate hazard to the public or the environment. In so far as possible, CONTRACTOR shall implement the appropriate management techniques for the materials identified below.

- ***RADIOACTIVE MATERIAL***
  Commonly identified by: Visual and Geiger Counter
  Handling Procedures: Most radioactive materials encountered at HHW collections are beta emitters
  Safely isolate in a small metal drum
- ***UNSTABLE EXPLOSIVES*** (crystallized Picric Acid, Ethers)
  Commonly identified by: Visual
  Handling Procedures: Depending on type and condition, stabilize by submersion in water and/or isolated from the public.
  Notify fire department and bomb squad.
- ***STABLE EXPLOSIVES*** (fireworks, ammunition)
  Commonly identified by: Visual
  Handling Procedures: Inform PARTICIPANT to take the materials to local fire or police department for disposal
- ***COMPRESED GAS CYLINDERS***
  Commonly identified by: Visual
  Handling Procedures: Isolate, Package and Label
- ***PYROPHORICS***
  Commonly identified by: Visual
  Handling Procedures: Immediately separate Pyrophorics and place in airtight containers to prevent reaction. Then labpack individually within 5-gallon containers and cushion with vermiculite to prevent leakage.

Highly reactive, explosives, gas cylinders and pyrophoric waste shall be priced on a case-by-case basis at cost plus 10 percent. Unacceptable wastes shall not be included in the $85.00 cost per vehicle.

SECTION VI - LIST OF EQUIPMENT

CONTRACTOR agrees to supply the following equipment for use at the PHHWCF at no cost to the CITY.

1. 3,200 square foot Metal Building
2. 230-gallon Waste Oil Tank with Secondary Containment
3. CAT GP-18 3,500# Forklift
4. Drum Dollies (2)
5. Drum Tilter
6. Drum Grabber
7. Drum Sling
8. Drum Deheader
9. Spark Proof Hammers (2)
10. Speed Wrench/Socket (2)
11. Bung Wrench (2)
12. Chemical Resistant Carts (6)
13. Sorting Tables (2)
14. Fire Extinguishers (4)
15. Electronic Digital 4x4 Platform Scale
16. Signage
17. Traffic Barricades and Delineators
18. Brooms (2)
19. Shovels (2)
20. Geiger Counter
21. Fingerprint Identification Kit
22. Bulking Grills (2)
23. Two-way Radios (4)

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $5,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

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

City of Oxnard
Risk Manager
Reference No. A-7590
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-F.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $5,000,000 PRODUCTS COMP/OP AGG. $5,000,000 PERSONAL & ADV. INJURY $5,000,000 EACH OCCURRENCE $5,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER	CANCELLATION
City of Oxnard Attn: Risk Manager Reference No. A-7590 300 W. Third Street, Suite 302 Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.A-7590
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: (___) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7590
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 _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2012

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	CONTACT NAME:	
Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535-002
INSURER B: American Guarantee and Liability Insuranc	26247-003
INSURER C: Catlin Specialty Insurance Company	15989-000
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Clean Harbors Environmental Services, Inc.
and its affiliates
42 Longwater Drive
Norwell, MA 02061

COVERAGES **CERTIFICATE NUMBER:** 18788496 **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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC	Y		GLO9681229-06	11/1/2012	11/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 3,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90	Y		BAP 6681231-06	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY(Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			AUC-4275262-08	11/1/2012	11/1/2013	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC9681232-06	11/1/2012	11/1/2013	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	Contractors Pollution Liability			CPV-671802-1113 CPL	11/1/2012	11/1/2013	$10,000,000 Each Claim $10,000,000 All Claims $250,000 SIR	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additonal Remarks Schedule, if more space is required)

Scope of Work: HHW Facility.

see attached:

CERTIFICATE HOLDER

City of Oxnard
Attn: Jay Duncan
111 South Del Norte Blvd.
Oxnard, CA 93010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:3905817 Tpl:1544695 Cert:18788496

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AGENCY CUSTOMER ID: 076900

LOC#:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Massachusetts, Inc.	Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See First Page	
CARRIER: See First Page / NAIC CODE	EFFECTIVE DATE: See First Page

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Environmental Impairment Liability
Carrier: Steadfast Insurance Company
Policy Number: PLC-5834364-00
Policy Period: 11/1/2012 - 11/1/2013
Limits: $10,000,000 Each Claim
$10,000,000 Aggregate

City of Oxnard is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

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