

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



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

September 22, 2015

5:00 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency and the Oxnard Financing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – (Please see Page 4 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Third Quarter for 2015.
2. SUBJECT: Presentation by Mark Lawler, General Manager of Ventura Regional Sanitation District.

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

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

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

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

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA**City Manager Department****1. SUBJECT: Agreements for City Council Review. (001)**

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

2. SUBJECT: Resolution Commending Grace Magistrale Hoffman for over 32 Years of Service with the City of Oxnard. (005)

RECOMMENDATION: Adopt resolution.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department**3. SUBJECT: Project Specification No. DS14-22 for Bus Pullout at Vineyard. (007)**

RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. DS14-22 to construct one improved transit stop for Gold Coast Transit District at Vineyard Avenue south of Esplanade Drive.

Legislative Body: CC

Contact: Cynthia Daniels

Phone: 385-7871

Housing Department**4. SUBJECT: Housing Authority Investment Policy. (009)**

RECOMMENDATION: Adopt a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2015-2016.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8096

Library Department

5. SUBJECT: First Amendment to Contract for Virtual Private Cloud Services. (021)

RECOMMENDATION: Approve and authorize the Mayor to sign the First Amendment to Contract for Virtual Private Cloud Services (6962-14-LI).

Legislative Body: CC

Contact: Sofia Kimsey

Phone: 385-7522

J. PUBLIC HEARINGS – 6:15 P.M.

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year (FY) 2014-2015. (025)

RECOMMENDATION: Accept the City of Oxnard's CAPER for FY 2014-2015.

Legislative Body: CC

Contact: Juliette Dang

Phone: 385-7493

K. APPOINTMENT ITEMS

L. REPORTS

Finance Department

1. SUBJECT: Budget Status Report - as of June 30, 2015. (033)

RECOMMENDATION: Receive the City of Oxnard Budget Status Report as of June 30, 2015.

Legislative Body: CC

Contact: Joseph Lillo

Phone: 385-7475

General Services Division

2. SUBJECT: Purchase Seven Ford Police Interceptor Utility Vehicles and Three BMW Motorcycles. (049)

RECOMMENDATION: Approve and authorize the Mayor to sign purchase orders for the purchase of seven (7) Ford Police Interceptor Utility Vehicles (P.O. #5580 for \$301,320.67) with National Auto Fleet Group through the National Joint Powers Authority (NJPA) and three (3) BMW motorcycles (P.O. #5575 for \$87,463.02) with Long Beach BMW.

Legislative Body: CC

Contact: Bill Birch

Phone: 385-8080

Human Resources Department

3. SUBJECT: Second Amendment to Resolution No. 14,836 Authorizing Full-Time Equivalent Positions and Resolution No. 14,837 Authorizing Changes to Section XII of the Personnel Rules and Regulations. No Additional Budget Appropriations Required. (055)

RECOMMENDATION: 1) Authorize the Mayor to execute a second amendment to Resolution No. 14,836 authorizing the reclassification of nine (9) existing and vacant job classifications; and 2) Authorize the Mayor to execute a second amendment to Resolution No. 14,837 authorizing changes to Section XII of the Personnel Rules and Regulations to set the salary range for four (4) reclassified positions.

Legislative Body: CC

Contact: Tabin Cosio

Phone: 385-7590

Recreation and Community Services Department

4. **SUBJECT:** Partnership Agreement and Memorandum of Understanding (MOU) of the Hueneme Elementary School District (HESD) and the City of Oxnard to operate a State of California After School Education and Safety (ASES) Program in FY 2015-16. (065)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Partnership Agreement (A-7832) and Memorandum of Understanding with the Hueneme Elementary School District for the City of Oxnard to receive the amount of \$842,292.00, to provide services under the California ASES at ten (10) HESD schools; and 2) Approve a Budget Appropriation in the amount of \$842,292.00, to implement the ASES Program.

Legislative Body: CC

Contact: Grace Magistrale Hoffman/
Efren Gore

Phone: 385-7445/
385-7982

M. 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.

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

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

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

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

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

R. ADJOURNMENT

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

Prepared By: Luly Lopez/Greg Nyhoff, City ManagerAgenda Item No. I-1Reviewed By: City Manager GMCity Attorney JBRFinance TV

Other (Specify) _____

DATE: September 22, 2015**TO:** City Council**FROM:** Greg Nyhoff, City Manager
City Manager's Office**SUBJECT:** Agreements for City Council Review**RECOMMENDATION**

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

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

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

City Manager Contract List for 09/22/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement City Manager's Office - Environmental Resources Division Todd Vasquez-Housley	The Hawk Pros, LLC. Agreement No. A-7820	Falconry Service for Seagull Bird Abatement at the Del Norte Recycling Facility	\$100,000
			To provide professionally trained falconers for seagull bird abatement at the Del Norte Regional Recycling Facility.	
			On April 20, 2015, staff issued a Request for Bid (RFB) to six potential service providers for falconry service. In response to the RFB, three bids were received that ranged from the hourly rate of \$45.00 to \$55.00 with the most responsive low-bid proposal submitted by The Hawk Pros. The agreement value is based on the hourly rate and the estimated annual service hours. This agreement is for two years.	
	385-7957		Total Contract Amount: \$100,000 Current FY Amount: \$50,000 FundingSource: Environmental Resources Enterprise Fund	
B	Amendment Fire Department Sergio Martinez	Koester Environmental Compliance Services Agreement No. 7044-15-FI	First Amendment for Certified Unified Program Agency (CUPA) Services	\$47,520
			First Amendment to extend contractual services with Koester Environmental Compliance Services to February 29, 2016, increasing the contract value by \$47,520. This pays for a consultant to act as CUPA Coordinator until the full time position at the Fire Department is open for recruitment in January 2016. The agreement will be paid for with funds allocated in personnel for the CUPA Coordinator position.	
			Total Contract Amount: \$72,019 Current FY Amount: \$47,520 FundingSource: CUPA Funds	
C	Purchase Order City Manager - Information Technology Tom Clock	Key Information Systems, Inc. Purchase Order No. 5576	Purchase of Power8 Server to Replace current iSeries Hardware	\$51,071
			The City of Oxnard purchased the IBM iSeries mid-range computer from Key Information Systems, Inc. in 2004. The iSeries hosts all the Sungard Public Sector software applications (HTE). The Operating System has reached end of life and will soon be unsupported. We have received 3 bids to replace the current hardware and the low bid was from Key Information Systems, Inc. The bid includes hardware, configuration, installation and migration services.	
			Total Contract Amount: \$51,071 Current FY Amount: \$51,071 FundingSource: IT Internal Funds	

ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 09/22/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D Purchase Order	Police Department Sergeant Woodruff	U.S. Armor Purchase Order No. 5563	Purchase of Ballistic Vests The Police Department needs to replace 38 ballistic vests that are expiring this year. Ballistic vests have a useful life of 5 years. A wear test was conducted and U.S. Armor was selected as a sole source ballistic vest of choice based on protection, comfort, uniformity and custom fitting. Total Contract Amount: \$26,679 FundingSource: General Fund	\$26,679 Current FY Amount: \$26,679
E Purchase Order	Utilities Department Daniel Rydberg/Phil Gregoire	CRAFCO Inc. Purchase Order No. 5577	Purchase of Melter/Applicator or Street Maintenance Crack Fill Machine Purchase of a Melter/Applicator or Street Maintenance Crack Fill Machine. This is pavement preservation system equipment for the City's street maintenance which also serves as a stop gap between further decay and the Neighborhood Street Surfacing Capital Projects/Engineering Schedule. It will be critical equipment in the event of heavy rains during the next several months. Staff received three bids via phone solicitation and CRAFCO was the lowest responsible bidder. Funding for the street maintenance crack fill machine is available from the annual Measure O allocation for street repair. Total Contract Amount: \$37,701 FundingSource: Measure "O" Funds	\$37,701 Current FY Amount: \$37,701
F Purchase Order	Utilities Department, Wastewater Division Daniel Rydberg	Komax Systems, Inc. Purchase Order No. 5569	Static Mixers for the Advanced Water Purification Facility Purchase of static mixers for the Advanced Water Purification Facility (AWPF). As part of the plant operations and maintenance procedure, the Division is purchasing spare static mixers for each process area - the reverse osmosis process, advanced oxidation process and lime addition process. During the construction of the AWPF, Komax Systems, Inc., was selected as the lowest responsible manufacturer for static mixers through a competitive bidding process. The purchase of static mixers from Komax Systems, Inc. is a sole source purchase. This is because static mixers by any other manufacturers will not fit into the existing piping configuration as they will require piping modification. Total Contract Amount: \$103,575 FundingSource: Water Operating Funds	\$103,575 Current FY Amount: \$103,575

ATTACHMENT
PAGE 2 OF 3

City Manager Contract List for 09/22/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
G	Purchase Order	Utilities Department, Wastewater Division Daniel Rydberg	Accurate Measurement Systems Purchase Order No. 5567	LaserFlow Velocity Sensor Meters for the Wastewater Treatment Plant Headworks Facility Purchase of two (2) flow meters utilized in the Headworks trunk lines. The existing flow meters have become inoperable and damaged beyond repair. The flow meters are an essential part of the wastewater influent flow reporting requirements. The total flow of the wastewater treatment plant must be recorded, stored and reported in accordance with the National Pollutant Discharge Elimination System (NPDES) permit. The Division solicited bids from three (3) vendors, and received three responses, with Accurate Measurement Systems providing the lowest bid.	\$30,697
Total Contract Amount: \$30,697					Current FY Amount: \$30,697
890-1257					
Funding Source: Wastewater Treatment Operating Funds					

ATTACHMENT 1
PAGE 3 OF 3

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

AGENDA ITEM NO.

I-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING GRACE MAGISTRALE HOFFMAN FOR OVER THIRTY-TWO YEARS
OF SERVICE TO THE CITY OF OXNARD

WHEREAS, Grace Magistrale Hoffman has given over thirty-two years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Grace Magistrale Hoffman began her career with the City of Oxnard in the City Manager's Office on January 27, 1982 as a temporary Management Intern and was then promoted to Management Analyst I on September 1, 1983 as a full-time benefitted employee; she went on to accept increasing responsibility and scope of work and was promoted to Management Analyst II on January 1, 1984; and promoted to Management Analyst III on September 8, 1985; served as Acting Senior Management Analyst on June 13, 1988; Management and Budget Officer on August 4, 1991, and in June 29, 1996 Ms. Hoffman took the position of Deputy City Manager in the City Manager's Office until her retirement; and

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

WHEREAS, Grace Magistrale Hoffman has been involved over the years with budget development and implementation, leadership for the Information Technology staff, City Council agenda preparation, preparing the City for Y2K, the City's Centennial celebration, Oxnard Alliance for Community Strength, and Youth Commission; and served on the Board for the Chamber of Commerce and the Convention and Visitors Bureau.

WHEREAS, Grace Magistrale Hoffman will be sorely missed in City government, but will continue to live in Oxnard, from where she and her husband Kirk, daughter Madelynn, and son Nicholas will enjoy Ventura County, the great coastal weather and travel.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Grace Magistrale Hoffman for over thirty-two years of outstanding service to the City of Oxnard and extend best wishes for a fun and fulfilling retirement with family and friends.

PASSED AND ADOPTED this 22nd day of September, 2015 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk

Stephen M. Fischer, Interim City Attorney



Meeting Date: 9/22/2015

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

Prepared By: Cynthia DanielsAgenda Item No. I-3Reviewed By: City Manager JM City Attorney SDF Finance n Other _____**DATE:** September 22, 2015**TO:** City Council**FROM:** Ashley Golden, Director Ashley Golden
Development Services Department**SUBJECT:** Project Specification No. DS14-22 for Bus Pullout At Vineyard**RECOMMENDATION**

That City Council adopt plans, specifications, and working details for Project Specification No. DS14-22 to construct one improved transit stop for Gold Coast Transit District at Vineyard Avenue south of Esplanade Drive.

DISCUSSION

On July 8, 2014, the City Council adopted plans, specifications, and working details for Project Specification No. DS14-21 to construct three improved transit stops for Gold Coast Transit District at Esplanade Drive and Vineyard Avenue. Staff subsequently removed the Vineyard Avenue transit stop from the project specification because Food 4 Less had not secured the necessary right of way for the Vineyard Avenue transit stop. The reconstructed transit stops at eastbound Esplanade Drive will be finished by the end of September. Gold Coast Transit began using the new transit stops on September 1. Staff created a new project specification for the Vineyard Avenue transit stop.

The capital improvement project for Project Specification No. DS14-22 reconstructs the existing transit stop at Vineyard Avenue to provide a longer pullout area for Gold Coast Transit. The transit stop is on the southbound side of Vineyard Avenue near the corner of Esplanade Drive. The stop will retain the existing Clear Channel passenger shelter, bus bench, trash can, and two bicycle racks. The bus stop will be modified to accommodate a turn-out area to move the bus out of the traffic lanes when loading and unloading passengers. This work will be coordinated with the reconstruction of the shopping center at the southwest corner of Vineyard Avenue and Esplanade Drive.

DS14-22 Vineyard Transit Stop
September 22, 2015
Page 2

FINANCIAL IMPACT

On July 2, 2012, the City Council authorized recognition of a federal grant award from the Ventura County Transportation Commission (VCTC) and Federal Transit Administration (FTA) to Transit Stops 2012-2015 Project No. 133110. The federal grant award is \$271,768 and the State Transportation Development Act (TDA / LTF4) local match is \$315,210. The transit stops will be funded by Project No. 133110. After the project bids are received and evaluated, staff will return to City Council to recommend award to the lowest responsive bidder and appropriate additional funding if necessary.

CD



Meeting Date: 9/22/2015

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

Prepared By: Rhonda Hodge *RH* Agenda Item No. *I-4*Reviewed By: City Manager *SM* City Attorney *RA* Finance *n* Other (Specify) _____**DATE:** September 22, 2015**TO:** Housing Authority Board of Commissioners**FROM:** Arturo Casillas, Housing Director *[Signature]*
Housing Authority**SUBJECT:** Housing Authority Investment Policy**RECOMMENDATION**

That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") adopt a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2015-2016.

DISCUSSION

On June 10, 2014, the Authority adopted an Investment Policy. The law requires the Authority to adopt an Investment Policy each year. The Authority is bound by State law, as is the City, but has further constraints imposed by the federal government involving the investment of Authority funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development ("HUD") has defined 'funds on deposit' as comprised of:

1. Funds for current transactions
2. Capital or development funds
3. Funds exceeding daily requirements
4. Operation reserve funds

This Investment Policy deals with Items 3 and 4 above. In recent history, the Authority has invested excess cash utilizing a combination of in-house efforts and an outside agent (State of California Local Agency Investment Fund), which is permitted by HUD and State law. Staff is recommending this practice be continued through FY 2015-2016 because it is a safe, cost effective and successful program. Additionally, should any further eligible investment opportunities arise, staff will investigate and pursue as appropriate.

This Investment Policy insures prudent investing, and adequate reporting of investment results and position to the Authority and public. It also provides for periodic reporting and annual approval.

Safety is assured by adherence to HUD-approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments does not compromise the remainder of the portfolio. The Authority is not permitted to invest in instruments, except those authorized by HUD.

Liquidity is addressed by HUD to assure the Authority is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio shall be designed to provide a reasonable rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

The Investment Policy includes a delegation of authority from the Housing Authority to an Investment Committee consisting of the Housing Director, Housing Finance Officer and Housing Accountant, and the City's Chief Financial Officer or designee. This action continues to formalize procedures, which have been in place for a number of years, except that this action will also add the City's Chief Financial Officer or designee to the Investment Committee.

The adoption of this Investment Policy will not affect the operations of the Authority to any material extent. The Investment Policy does not contain any material alterations in policy or procedures of the Authority. The Investment Policy satisfies requirements of State law combined with HUD's existing requirements.

FINANCIAL IMPACT

None

AC

Attachment #1 - Investment Policy
 #2 - Investment Portfolio Guidelines
 #3 - Resolution

INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities. The Legislature of the State of California (CGC53600.6) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority may invest surplus moneys not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code Sections 5922 and 53601. The Housing Finance Officer of the Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto shall be considered by the Board of Commissioners at a public meeting. The policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

2.0 SCOPE

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Public Housing Funds, Section 8 Voucher Funds, Grant Funds and the Central Fund. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued periodically by the Trustee and are not included in the Housing Finance Officer's quarterly report of the pooled investment fund. The employee's retirement and deferred compensation funds are also not included.

3.0 PRUDENCE

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 2002-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one days notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from Section 401 (E) of the HUD/PHA Annual Contributions Contract and California Government Code Sections 53601, et seq. Management responsibility for the investment program is hereby delegated to the Housing Finance Officer, who shall establish written procedures for the operation of the investment program consistent with Section 12.2 of this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Housing Finance Officer. The Housing Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the investment committee. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts is the Housing Director. The City's Chief Financial Officer or designee will also comprise part of the Investment Committee.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Housing Finance Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy and be among the authorized institutions approved by the City Treasurer.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

HUD Notice PIH 2002-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund. The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section 53601.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as the Local Agency Investment Fund (LAIF), or

pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section. (See special limits and qualifications in HUD Notice PIH 1999-48, and CGC 53601(j)).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS.

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 2002-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

9.0 COLLATERAL

Collateral requirements are addressed in HUD Notice PIH 2002-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the Authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third party custodian designated by the Housing Finance Officer. Evidence of account for each time deposit will be held in the Housing Authority safe.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the Authority's portfolio will be suitably diversified by type and institution.

11.1 With the exception of U. S. Treasury securities and authorized pools, no more than 50 percent of the total portfolio will be invested in a single security type. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, Housing Commission direction, and prudent cash management procedures.

12.1 Investment Review Committee: The Housing Director, Housing Finance Officer, and Housing Accountant are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment No. 2)

12.3 Annual Audit: The Authority portfolio is included in the Independent Auditors' scope of examination during testing of the Authority's financial management at the annual audit.

13.0 REPORTING

The Housing Finance Officer shall provide investment information to the Housing Commission.

13.1 Periodic Reports: The Housing Finance Officer will provide detailed reports of the investments in the pooled investment fund portfolio on a quarterly basis to the Housing Commission. Within thirty days of the end of each quarter, these reports will be provided with such additional information as market pricing. Summarized reports from Trustees regarding investments of bond proceeds will be provided as they become available.

13.2 Annual Report: This Investment Policy will be presented annually, following the close of the fiscal year, to the Housing Commission for approval. Each of the four quarterly reports, which are submitted to the commission as briefing reports, will provide a detailed report of the current status of the portfolio.

HOUSING AUTHORITY OF THE CITY OF OXNARD
INVESTMENT PORTFOLIO GUIDELINES

July 1, 2015

INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

A. GENERAL FACTORS. Several factors must be considered in preparation for effective portfolio management.

1. **Cash Forecast.** The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.
2. **Pooled Cash.** Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.
3. **Authorized Institution.** A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

B. INVESTMENT PROCEDURES. The Housing Finance Officer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. **Investment Transactions.** The Housing Finance Officer will authorize investment transactions. In his/her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to his/her absence.
2. **Wire Transfers.** The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee.
3. **Safekeeping.** Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.

C. **INVESTMENT CRITERIA.** All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the Authority's Investment Policy.

1. **Maturity of Investment.** Investments longer than one year may be made if consistent with the Authority cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The Housing Finance Officer will determine such sales.
2. **Certificate of Deposit Evaluation.** Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 2002-13 and CGC Section 53652 and/or 53651.

F. **INTERNAL CONTROL OF INVESTMENTS.** Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

1. The Housing Finance Officer initiates each investment transaction.
2. A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer.
3. The journal entry entered on a cash balance spread sheet by the Housing Accountant.
4. At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance maintained independently by the Housing Accountant.

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD
APPROVING ADOPTION OF AN INVESTMENT POLICY FOR THE HOUSING
AUTHORITY OF THE CITY OF OXNARD

WHEREAS, the United States Department of Housing & Urban Development ("HUD") has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (HUD Notice PIH 2002-13); and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code section 53600.6); and

WHEREAS, the Board of Commissioners ("Commission") of the Housing Authority of the City of Oxnard ("Authority") may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of HUD Notice PIH 2002-13 and California Government Code sections 5922 and 53601; and

WHEREAS, the Housing Finance Officer of the Authority is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting pursuant to California Government Code section 53646(a); and

WHEREAS, the Commission determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves: the Investment Policy of the Housing Authority of the City of Oxnard along with the Investment Portfolio Guidelines are hereby approved and adopted as the instruments to govern investments for the Housing Authority of the City of Oxnard.

ATTACHMENT 3
PAGE 1 OF 2

Resolution No. _____
Page 2

PASSED AND ADOPTED on this 22nd day of September 2015 by the following votes:

AYES:

NOES:

ABSENT:

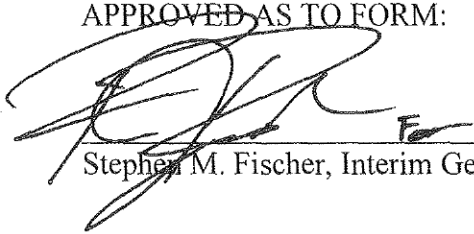
ABSTAIN:

Tim Flynn, Chairperson

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim General Counsel

ATTACHMENT 3
PAGE 2 OF 2



Meeting Date: 09 / 22 / 15

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

Prepared By: Stacey Grose *SG*Agenda Item No. I-5Reviewed By: City Manager *JM* City Attorney *BT* Finance *QR* Other (Specify) _____**DATE:** August 19, 2015**TO:** City Council**FROM:** Sofia Kimsey, Interim Library Manager *Sofia Kimsey*
Library**SUBJECT:** First Amendment to Contract for Virtual Private Cloud Services
(Agreement No. 6962-14-LI)**RECOMMENDATION**

That City Council approve and authorize the Mayor to sign the First Amendment to Contract for Virtual Private Cloud Services (Agreement No. 6962-14-LI).

DISCUSSION

On December 16, 2014, City Council approved a five-year Agreement with Polaris Library Systems for the purchase of an integrated library system. Polaris Library System has been acquired by Innovative Interfaces Inc. Through the First Amendment, Polaris effectively assigns, and Innovative Interfaces Inc. assumes, all rights, duties and obligations of Polaris Library Systems under the Contract for Virtual Private Cloud Services.

FINANCIAL IMPACT

None

SK/sg

Attachment #1 – First Amendment to Agreement No. 6962-14-LI

FIRST AMENDMENT TO CONTRACT FOR VIRTUAL PRIVATE CLOUD SERVICES

This First Amendment ("**First Amendment**") to the Contract for Virtual Private Cloud Services ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 13th day of August, 2015, by and between the City of Oxnard, a municipal corporation ("**City**"), Innovative Interfaces, Inc. ("**Innovative**") and GIS Information Systems, Inc. doing business as Polaris Library Systems, a wholly owned subsidiary of PLS Solutions, Inc., a New York corporation, with its principal place of business at 103 Commerce Boulevard, Liverpool, New York ("**Polaris**"). This First Amendment amends the Agreement entered into on November 26, 2014, by City and Polaris.

City, Polaris and Innovative agree as follows:

1. Effective August 13, 2015, Polaris hereby assigns to Innovative the Agreement in its entirety, and all rights, duties and obligations of Polaris thereunder.
2. Effective August 13, 2015, Innovative hereby assumes the Agreement in its entirety, and all rights, duties and obligations of Polaris thereunder.
3. City hereby approves the aforementioned assignment and assumption.
4. Effective August 13, 2015, all references to "Polaris" in the Agreement are hereby deleted and replaced with "Innovative."
5. Except as expressly modified herein, all other terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

GIS INFORMATION SOLUTIONS, INC.
dba Polaris Library Systems

Tim Flynn, Mayor

Sandra L. Curry, Chief Financial Officer

ATTEST:

INNOVATIVE INTERFACES, INC.

Daniel Martinez, City Clerk

Sandra L. Curry, Chief Financial Officer

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

APPROVED AS TO CONTENT:

Sofia Kimsey, Interim Library Manager

Attachment #1
Page 2 of 2

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

Prepared By: Norma J. Owens, Grants Manager ^{WJO} Agenda Item No. J-1

Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: September 22, 2015

TO: City Council

FROM: Arturo Casillas, Housing Director
Housing Department [Signature]

SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2014-2015

RECOMMENDATION

That City Council accept the City of Oxnard's CAPER for FY 2014-2015.

DISCUSSION

On an annual basis, jurisdictions receiving Community Planning and Development (CPD) formula grant funds from the U.S. Department of Housing and Urban Development (HUD) are required to prepare a CAPER. The CAPER provides a complete accounting of the use of certain grant funding and an assessment of how the accomplishments meet the goals established in the FY 2013-2018 Consolidated Plan (ConPlan) and the FY 2014-2015 Annual Action Plan (AAP).

For the fiscal year, which ended on June 30, 2015, the City received grant awards in the amount of \$2,145,231 in Community Development Block Grant (CDBG), \$638,502 in HOME Investment Partnerships Act (HOME), and \$177,570 in Emergency Solutions Grant (ESG) funds.

The FY 2014-2015 CAPER (Attachment 1) contains narratives of performance results, and reports on expenditures generated by the Integrated Disbursement and Information System (IDIS), a HUD system which documents program accomplishments and beneficiaries related to the goals and objectives identified in the ConPlan and AAP. The CAPER provides information during the reporting period as follows:

- Description of the City's progress in attaining and meeting its goals of providing affordable housing, and of reducing and ending homelessness;

- Description of race and ethnicity of Oxnard families and persons assisted as a basis for compliance with non-discrimination requirements;
- Description of actions taken in the program year to carry out the public housing strategy related to Public Housing Accessibility and Involvement, the public housing needs and the involvement of residents in management and homeownership participation;
- Description of the standards and procedures for monitoring to ensure the long-term compliance of the involved programs;
- Description of any changes in the CDBG objectives;
- Report of the on-site inspection results of affordable rental housing, assessment of the affirmative marketing actions and of the outreach to minority-owned and women owned businesses;
- Report on the ESG financial data, and its accomplishments in helping the homeless population.

The CAPER must be submitted to HUD within 90 days after June 30, 2015. The availability of the CAPER document (Attachment 2) for public review was published in the Vida Newspaper on September 3, 2015 and in the Ventura County Star Newspaper on September 6, 2015, and was made available for 15 days in the Main Public Library, the City Clerk's Office and the Housing Department, as required by the City's Citizen Participation Plan (Attachment 3).

FINANCIAL IMPACT

There is no financial impact.

Attachment 1 – The CAPER Report

Attachment 2 – Notice of Document Availability
(English and Spanish versions)

Attachment 3 – Citizen Participation Plan

Note: Attachment #1 – The CAPER Report has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library and City Clerk's Office on Monday, September 21st after 9:00 a.m. prior to the Council meeting.

**CITY OF OXNARD
NOTICE OF DOCUMENT AVAILABILITY
DRAFT CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT**

NOTICE IS HEREBY GIVEN that the City of Oxnard has prepared the Draft Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2014 through June 30, 2015. The CAPER is an annual end-of-the-year financial and accomplishments report required by the U.S. Department of Housing and Urban Development (HUD) as a part of the City's entitlement grant awards. The CAPER provides information on the Community Development Block Grant, HOME Investment Partnerships Program, and Emergency Solutions Grant Programs. A **15-day public comment period regarding this document will begin September 7, 2015, and will end September 22, 2015.**

Copies of the CAPER will be available for public review at the following locations:

City of Oxnard Main Public Library
251 South "A" Street

City Clerk's Office
305 West Third Street

City of Oxnard Housing Department
435 South "D" Street

NOTICE IS HEREBY GIVEN that the draft of the CAPER will be presented to the City Council for approval on **Tuesday, September 22, 2015 at 6:00 p.m. or soon thereafter** in the Council Chambers located at 305 West Third Street.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 387-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring an interpreter, should also contact the City Clerk's office at least 72 hours prior to the meeting.

Written comments must be submitted by **4:30 p.m., Monday, September 21, 2015**, and should be directed to: **CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030.** If you need additional information, you may contact Norma Owens at (805) 385-7959.



CIUDAD DE OXNARD
AVISO DE DISPONIBILIDAD DE DOCUMENTOS
BORRADOR DEL INFORME ANUAL CONSOLIDADO DEL DESEMPEÑO Y
EVALUACIÓN

CON EL PRESENTE SE DA AVISO que la Ciudad de Oxnard ha preparado un borrador del Informe Anual Consolidado del Desempeño y Evaluación (CAPER por sus siglas en inglés) para el periodo del 1° de julio del 2014 al 30 de junio del 2015. El informe anual de CAPER es un informe de fin de año de finanzas y logros requerido por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés) como parte de las subvenciones que recibe la Ciudad. El informe CAPER contiene información de la Subvención para el Desarrollo del Bloque Comunitario (CDBG por sus siglas en inglés), el Programa de Sociedad de Inversiones (HOME, por su siglas en inglés), y la Subvención de Soluciones de Emergencia (ESG, por sus siglas en inglés). **Se dará un periodo de 15 días para comentarios/preguntas acerca de este documento a partir del 7 de septiembre del 2015 hasta el 22 de septiembre del 2015.**

Copias del informe CAPER estarán disponibles para el público en los siguientes establecimientos:

Biblioteca Pública de Oxnard
251 South "A" Street

Oficina de Secretaría de la Ciudad de Oxnard
305 West Third Street

Oficina del Departamento de Vivienda de la Ciudad de Oxnard
435 South "D" Street

CON EL PRESENTE SE DA AVISO que el informe CAPER se llevará ante el Concejo Municipal de la Ciudad para su aprobación el **martes 22 de septiembre del 2015 a partir de las 6:00 p.m.** La Sala del Consejo de la Ciudad está ubicada en 305 West Third Street.

Si planea asistir a esta audiencia, el personal le sugiere que llame a las Oficina de la Secretario Municipal al (805) 385-7803 el jueves anterior de la audiencia para confirmar que la audiencia no ha cambiado de fecha. Las personas con discapacidad que requieran ayuda especial para participar en la audiencia o quien necesite servicios de interprete, deben comunicarse con la Oficina de Secretario por lo menos 72 horas antes de la junta.

Comentarios por escrito deben entregarse antes de las 4:30 p.m., el **lunes 21 de septiembre del 2015**, y dirigidos a: **CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030.** Para más información comuníquese con Norma Owens al (805) 385-7959.



Attachment No. 2
Page 2 of 2

CITY OF OXNARD

CITIZEN PARTICIPATION PLAN

CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.

- Amount of funds available for the proposed plan
- Range of activities that may be undertaken
- Activities and funds that will benefit person of low- and very-low income
- Plans to minimize displacement of persons and to assist any persons displaced.

- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.
- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.

- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.
- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:

A change of 25 percent of an annual grant amount; or
A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.



Meeting Date: 09/22/2015

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

Prepared By: Joseph Lillio

Agenda Item No. L-1Reviewed By: City Manager *JM*City Attorney *SMF*Finance *R*

Other (Specify) _____

DATE: September 17, 2015**TO:** City Council**FROM:** Joseph Lillio *✓*
Chief Financial Officer**SUBJECT:** Budget Status Report – as of June 30, 2015**RECOMMENDATION**

That City Council receive the City of Oxnard Budget Status Report as of June 30, 2015.

DISCUSSION

This budget status report covers preliminary, unaudited year-end totals from major governmental and Enterprise Funds. Revenues and expenditures are reported on an accrual basis. The focus of this report is on the General Fund and Utility Funds as they make up over 60% of the total budget.

In response to City Council's (September 15 meeting) and the Measure O Committee inquiries, attached is a copy of the approved Resolution No. 14,835 authorizing a \$16,000,000 loan from Measure "O" to the General Fund. As part of the FY 2015-16 budget adoption, on June 23, 2015, City Council approved Resolution No. 14,835. The purpose of this loan was to provide liquidity to the General Fund. The language in the resolution called for the loan to be repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest. The debt amortization schedule is attached.

FINANCIAL IMPACT

None. The recommended action to receive the June 30, 2015 Budget Status Report has no direct financial impact.

Attachment #1 - City of Oxnard Unaudited Budget Status Report as of June 30, 2015

Attachment #2 - Copy of Resolution No. 14,835 (June 23, 2015)

Attachment #3 - Annual Loan Payment Schedule: Measure "O" Loan to General Fund

General Fund		Preliminary	Adopted
101 GENERAL FUND	13-14 Actuals	Unaudited 14-15	Budget 15-16
Property Tax	41,224,086	44,877,498	46,613,567
Sales Tax	25,064,411	28,708,252	27,195,810
Franchises	3,842,820	3,619,685	3,269,100
Business License Tax	4,562,692	5,104,859	5,450,880
Transient Occupancy Tax	3,826,485	4,662,532	4,318,680
Deed Transfer Tax	628,780	758,502	568,140
Building Fees & Permits	1,067,090	1,365,803	1,696,308
Intergovernmental	1,976,063	2,628,789	1,849,224
Infrastructure Use	4,000,000	3,000,000	3,000,000
Service Fees & Charges	6,837,059	6,600,705	7,126,901
Fines & Forfeitures	2,262,824	1,790,608	2,182,051
Interest Income	100,381	130,215	136,909
Special Assessments	192,060	215,000	219,300
Rentals	25,694	179,121	41,820
Utility Fees	130,000	130,000	132,600
Indirect Cost Reimbursement	7,104,864	7,297,560	7,016,475
Other Revenue	2,588,428	3,997,158	2,761,691
Transfer In-Assess Dist/CFD	1,485,000	1,576,000	1,607,520
Transfers In-Other Funds	132,580	16,037,000	37,000
Total Revenue	107,051,317	132,679,288	115,223,976
Regular Salaries	46,881,909	48,259,317	49,914,712
Part-time Wages	4,869,564	4,547,515	3,829,734
Overtime	4,505,069	4,068,581	3,522,022
Pension	5,557,006	7,298,690	13,002,056
Health/Insurance	8,573,757	8,295,505	8,353,419
Retiree Medical	1,591,851	1,522,037	1,738,970
Workers Comp	4,654,463	4,315,039	2,784,350
Other Benefits	2,662,841	3,636,353	3,429,612
Vacancy Savings			(2,524,421)
Subtotal Personnel	79,296,460	81,943,036	84,050,455
Services & Supplies	6,811,804	10,151,871	8,365,744
Internal Service	9,983,648	7,159,551	10,247,314
Utilities	3,709,241	4,734,103	3,419,678
Animal Shelter	961,531	991,024	1,450,000
Other Expense	1,665,103	2,767,769	1,388,612
Lease Pymt Cap Growth Fees		1,698,152	833,876
Capital Outlay	309,851	53,615	103,404
Transfers Out-Traffic Safety	300,000	300,000	300,000
Transfers Out-Assess Dists	34,004	3,119,432	612,969
Transfers Out-Impact Fees		7,443,600	511,898
Transfers Out-PACC	905,160	2,584,013	886,049
Transfers Out-Golf Course		3,126,313	1,066,328
Transfers Out-Grants	21,120	75,970	17,876
Transfers Out-Debt Service	4,476,302	4,462,077	4,131,311
Transfers Out-Federal Grant	83,714		
Transfers Out-Measure O			1,875,688
To Contingencies/Reserve			100,000
One-time Capital Outlay			484,560
Negotiated MOU Savings			(4,000,000)
Efficiencies			(621,786)
Targeted Budget Reductions			
Total Expenditures	108,557,938	130,610,526	115,223,976
Net Revenue (Expense)	(1,506,621)	2,068,762	0
Net Accrual to Cash Adjusts	3,485,861		
Beginning Cash Balance	8,884,879	10,864,119	12,932,881
Ending Cash Balance	10,864,119	12,932,881	12,932,881

ATTACHMENT 1

PAGE 1 OF 8

City of Oxnard, California
Measure O Fund
Budget Status Report
For the Month Ended June 30, 2015
(Preliminary Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 12,000,000	\$ 12,000,000	\$ 13,238,965
Licenses and permits	-	-	-
Intergovernmental	-	-	-
Growth and development fees	-	-	-
Charges for services	-	-	19,442
Fines and forfeitures	-	-	-
Investment Earnings	90,000	90,000	115,878
Special assessments	-	-	-
Contributions from property owners	-	-	-
Miscellaneous	-	-	-
Total Operating Revenues	\$ 12,090,000	\$ 12,090,000	\$ 13,374,285
Operating Expenditures			
General government	50,000	124,752	73,136
Public safety	3,665,923	4,518,609	3,332,861
Transportation	900,000	2,683,786	2,161,712
Community Development	420,000	539,270	474,772
Culture and recreation	1,344,000	1,571,000	1,205,817
Total Operating Expenditures	\$ 6,379,923	\$ 9,437,417	\$ 7,248,298
NET REVENUES FROM OPERATIONS	\$ 5,710,077	\$ 2,652,583	\$ 6,125,987
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Bond proceeds	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Payment of Principal	-	-	-
Interest expense	-	-	-
Capital Outlay	700,000	12,358,588	4,856,276
Transfers out	-	16,000,000	16,000,000
Sub-total Non-operating Uses	700,000	28,358,588	20,856,276
NET NON-OPERATING SOURCES AND USES	\$ (700,000)	\$ (28,358,588)	\$ (20,856,276)
USE OF FUND BALANCE			
Designated for Authorized Projects and Encumbrances	-	-	-
Appropriated Fund Balance			
From Available Fund Balance			
TOTAL USE OF FUND BALANCE			
FISCAL YEAR BALANCE	\$ 5,010,077	\$ (25,706,005)	\$ (14,730,289)

Beginning cash balance at July 1, 2014

Preliminary unaudited ending cash balance at June 30, 2015

17,173,908

2,443,619

ATTACHMENT 1
PAGE 2 OF 3

City of Oxnard, California
Public Safety Retirement Funds
Budget Status Report - Revenues and Expenses
For the Month Ended June 30, 2015
(Preliminary Unaudited)

	Original Budget	Final Budget	Actual
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues:			
Voter Approved	\$ 12,000,000	\$ 12,000,000	\$ 13,669,124
Miscellaneous and reimbursements	-	-	-
Total operating revenues	12,000,000	12,000,000	13,669,124
Operating Expenses:			
Pers	17,102,859	17,102,859	16,078,438
County property admin charge	-	-	123,665
General and administrative	-	-	-
Total operating expenses	17,102,859	17,102,859	16,202,103
NET REVENUES FROM OPERATIONS	(5,102,859)	(5,102,859)	(2,532,978)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Line of credit	-	-	-
Grant revenue	-	-	-
Connection Fees	-	-	-
Sub-total Non-operating sources	-	-	-
Non-operating Uses			
Capital outlay	-	-	-
Interest Expense	-	-	-
Transfer out	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	-	-	-
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	<u>\$ (5,102,859)</u>	<u>\$ (5,102,859)</u>	<u>\$ (2,532,978)</u>
Beginning cash balance at July 1, 2014			3,313,551
Preliminary unaudited ending cash balance at June 30, 2015			780,573

City of Oxnard, California
Water Funds
Budget Status Report - Revenues and Expenses
For the Month Ended June 30, 2015
(Preliminary Unaudited)

	Original Budget	Final Budget	Actual
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues:			
Charges for services	\$ 52,220,000	\$ 52,220,000	\$ 43,912,133
Security/Contamination Prevention Fees	870,000	870,000	910,005
Miscellaneous and reimbursements	5,000	5,000	41,343
Total operating revenues	53,095,000	53,095,000	44,863,481
Operating Expenses:			
Salaries and wages	5,414,520	5,326,520	5,286,613
Contracts and Services	1,746,575	5,043,290	4,664,713
Operating supplies	24,846,100	22,861,227	21,521,471
General and administrative	5,210,528	5,297,028	6,757,732
Total operating expenses	37,217,723	38,528,065	38,230,529
NET REVENUES FROM OPERATIONS	15,877,277	14,566,935	6,632,952
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	1,000,320
Investment Earnings	2,449,000	2,449,000	2,333,323
Line of credit	-	-	-
Connection Fees	1,335,000	1,335,000	782,433
Sub-total Non-operating sources	5,851,900	5,851,900	4,116,076
Non-operating Uses			
Capital outlay	2,950,000	27,332,426	7,441,672
Interest Expense	11,235,552	11,235,552	10,482,215
Transfer out	-	-	-
Sub-total Non-operating Uses	14,185,552	38,567,978	17,923,887
NET NON-OPERATING SOURCES AND USES	(8,333,652)	(32,716,078)	(13,807,811)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	(3,999,827)	(3,999,827)	(4,017,915)
FISCAL YEAR BALANCE	3,543,798	(22,148,970)	(11,192,774)
Beginning cash balance at July 1, 2014			54,587,986
Preliminary unaudited ending cash balance at June 30, 2015			43,395,212

City of Oxnard, California
WasteWater Funds
Budget Status Report - Revenues and Expenses
For the Month Ended June 30, 2015
(Preliminary Unaudited)

	Original Budget	Final Budget	Actual
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues:			
Charges for services	\$ 29,300,000	\$ 29,300,000	\$ 25,753,880
Security/Contamination Prevention Fees	350,000	350,000	284,550
Miscellaneous and reimbursements	730,000	730,000	3,861,758
Total operating revenues	30,380,000	30,380,000	29,900,188
Operating Expenses:			
Salaries and wages	7,323,342	7,322,000	6,714,179
Contracts and Services	7,962,050	8,843,186	9,141,780
Operating supplies	1,791,700	1,791,700	1,684,122
General and administrative	3,124,905	3,105,905	3,268,654
Total operating expenses	20,201,997	21,062,791	20,808,735
NET REVENUES FROM OPERATIONS	10,178,003	9,317,209	9,091,453
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	100,000	100,000	83,477
Line of credit	-	-	-
Grant revenue	-	-	-
Connection Fees	700,000	700,000	719,924
Sub-total Non-operating sources	800,000	800,000	803,401
Non-operating Uses			
Capital outlay	2,325,000	11,746,659	2,207,416
Interest Expense	6,168,998	6,168,998	5,754,574
Transfer out	-	-	-
Sub-total Non-operating Uses	8,493,998	17,915,657	7,961,990
NET NON-OPERATING SOURCES AND USES	(7,693,998)	(17,115,657)	(7,158,589)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	(5,016,588)	(5,016,588)	(4,193,582)
FISCAL YEAR BALANCE	<u>(2,532,583)</u>	<u>(12,815,036)</u>	<u>(2,260,718)</u>
Beginning cash balance at July 1, 2014			7,462,379
Preliminary unaudited ending cash balance at June 30, 2015			5,201,661

City of Oxnard, California
Environmental Resources Funds
Budget Status Report - Revenues and Expenses
For the Month Ended June 30, 2015
(Preliminary Unaudited)

	Original Budget	Final Budget	Actual
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues:			
Charges for services	\$ 43,240,000	\$ 43,240,000	\$ 40,852,052
Security/Contamination Prevention Fees	100,000	100,000	160,786
Miscellaneous and reimbursements	260,000	312,545	345,058
Total operating revenues	43,600,000	43,652,545	41,357,896
Operating Expenses:			
Salaries and wages	10,019,940	10,019,940	9,608,228
Contracts and Services	14,651,686	14,671,686	14,259,296
Operating supplies	6,289,890	5,865,053	4,839,629
General and administrative	4,714,928	4,714,928	5,491,539
Total operating expenses	35,676,444	35,271,607	34,198,692
NET REVENUES FROM OPERATIONS	7,923,556	8,380,938	7,159,204
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	60,000	60,000	52,032
Line of credit	-	-	-
Grant revenue	-	-	-
Connection Fees	60,000	60,000	48,494
Sub-total Non-operating sources	120,000	120,000	100,526
Non-operating Uses			
Capital outlay	3,714,449	4,225,565	1,562,528
Interest Expense	453,778	453,778	453,831
Transfer out	62,097	62,097	62,347
Sub-total Non-operating Uses	4,230,324	4,741,440	2,078,706
NET NON-OPERATING SOURCES AND USES	(4,110,324)	(4,621,440)	(1,978,180)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	(3,813,232)	(3,813,232)	(3,813,335)
FISCAL YEAR BALANCE	-	(53,734)	1,367,689
Beginning cash balance at July 1, 2014			548,850
Preliminary unaudited ending cash balance at June 30, 2015			1,916,539

City of Oxnard, California
PACC Funds
Budget Status Report - Revenues and Expenses
For the Month Ended June 30, 2015
(Preliminary Unaudited)

	Original Budget	Final Budget	Actual
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues:			
Charges for services	\$ 463,492	\$ 463,492	\$ 559,922
Miscellaneous and reimbursements	20,000	20,000	28,146
Total operating revenues	483,492	483,492	588,068
Operating Expenses:			
Salaries and wages	962,630	962,630	1,136,449
Contracts and Services	252,355	317,566	247,648
Operating supplies	300	300	124
General and administrative	173,367	173,367	190,190
Total operating expenses	1,388,652	1,453,863	1,574,411
NET REVENUES FROM OPERATIONS	(905,160)	(970,371)	(986,343)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	2,584,013
Investment Earnings	-	-	(10,305)
Grant revenue	-	-	-
Connection Fees	-	-	-
Sub-total Non-operating sources	905,160	905,160	2,573,708
Non-operating Uses			
Capital outlay	-	-	-
Interest Expense	-	-	-
Transfer out	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	905,160	905,160	2,573,708
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Bond proceeds	-	-	-
Issuance Cost	-	-	-
FISCAL YEAR BALANCE	-	(65,211)	1,587,365
Beginning cash balance at July 1, 2014			(1,587,365)
Preliminary unaudited ending cash balance at June 30, 2015			-

City of Oxnard, California
Golf Course Funds
Budget Status Report - Revenues and Expenses
For the Month Ended June 30, 2015
(Preliminary Unaudited)

	Original Budget	Final Budget	Actual
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues:			
Charges for services	\$ 4,470,000	\$ 4,470,000	\$ 4,377,719
Miscellaneous and reimbursements	-	-	33,305
Total operating revenues	4,470,000	4,470,000	4,411,024
Operating Expenses:			
Salaries and wages	60,752	60,752	68,940
Contracts and Services	3,585,324	3,585,324	4,025,014
General and administrative	171,821	198,371	377,351
Total operating expenses	3,817,897	3,844,447	4,471,305
NET REVENUES FROM OPERATIONS	652,103	625,553	(60,281)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	3,126,313
Investment Earnings	-	-	(23,411)
Line of credit	-	-	-
Grant revenue	-	-	-
Connection Fees	-	-	-
Sub-total Non-operating sources	-	-	3,102,902
Non-operating Uses			
Capital outlay	80,500	53,950	53,313
Interest Expense	80,227	80,227	80,227
Transfer out	-	-	-
Sub-total Non-operating Uses	160,727	134,177	133,540
NET NON-OPERATING SOURCES AND USES	(160,727)	(134,177)	2,969,362
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	(1,007,469)	(1,007,469)	(1,007,470)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,007,469)	\$ (1,007,469)	\$ (1,007,470)
FISCAL YEAR BALANCE	<u>\$ (516,093)</u>	<u>\$ (516,093)</u>	<u>\$ 1,901,611</u>
Beginning cash balance at July 1, 2014			(2,263,258)
Preliminary unaudited ending cash balance at June 30, 2015			(361,647)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,835

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE
CITY OPERATING BUDGET FOR THE FISCAL YEAR 2015-2016**

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating Budget for fiscal year 2015-2016 including therein a budget for Community Development Block Grant Funds through June 30, 2016; and

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

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

1. The City Council has reviewed the proposed Operating Budget and the funds included therein for the period of July 1, 2015 through June 30, 2016 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2015-2016 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

<u>GENERAL FUND</u>	<u>FY 2015-2016 BUDGET</u>
City Attorney	1,820,181
City Clerk	442,266
City Council	350,655
City Manager	2,747,644
City Treasurer	1,364,180
Economic Community Development	1,397,082
Development Services	6,281,439
Finance	3,301,554
Fire	15,393,683
General Services	9,471,280
Human Resources	2,039,165
Library	4,263,233
Utilities	571,985
Police	53,625,848
Housing	397,088
Recreation	4,822,356
Sub-Total	108,289,638

GENERAL FUND**FY 2015-2016 BUDGET****Non-Departmental**

General Non-Departmental	1,537,968
Reserve & Transfer	1,115,707
General Debt Service	4,280,663
Sub-Total	<u>6,934,338</u>

TOTAL GENERAL FUNDS**115,223,976****INTERNAL SERVICE FUNDS**

PUBL LIAB & PROP DAMAGE	2,973,764
WORKERS COMPENSATION	5,486,264
CUSTOMER BILLING OPRNS	1,589,001
INFORMATION SERVICES	3,620,008
FACILITIES MAINTENANCE	3,505,386
FLEET SERVICES	<u>9,097,979</u>

TOTAL INTERNAL SERVICE FUNDS**26,272,402****Special Funds**

AIR POLLUTION BUYDOWN	165,474
OPD TRAINING	94,816
Half-Cent Sales Tax	10,904,444
Public Safety Fund	10,510,119
STREET MAINTENANCE	350,000
WATERWAYS ASSESS DIST	508,586
LMD #1-SUMMERFIELD	43,508
LMD #3-RIVER RIDGE	77,100
LMD #4-BEACH MAIN COL/HOT	137,079
LMD #9-STRAWBERRY FIELDS	100,920
LMD #7/8-NORTHFIELD BUS.	98,493
LMD #10-COUNTRY CLUB	100,373
LMD #11-ST. TROPAZ	28,676
LMD #12-STANDARD PACIFIC	129,510
LMD #14-CALIFORNIA COVE	37,397
LMD #16-LIGHTHOUSE	23,486
LMD #13-FD562-LE VILLAGE	50,871
LMD #15-PELICAN POINTE	26,779
LMD #17-SAN MIGUEL	17,792
LMD #20-VOLVO & HARBOR	9,086
LMD #18-ST. JOHN'S HOSP.	964
LMD #22-MC DONALDS MEDIAN	246

Special FundsFY 2015-2016 BUDGET

LMD #23- GREYSTONE	6,324
LMD #24- VINEYARDS	23,928
LMD #25-THE POINTE	48,405
LMD #26-ALBERTSONS	6,221
LMD #27- ROSE ISLAND	18,083
LMD #28- HARBORSIDE	27,276
LMD #30- HAAS AUTOMATION	18,829
LMD #31-RANCHO DE LA ROSA	96,031
LMD #32-OAK PARK	9,725
LMD #33-RIO DEL SOL	39,680
LMD #35-MVS COMM CTR	8,138
LMD. #34-SUNRISE POINTE	46,459
LMD #36-VILLA SANTA CRUZ	79,728
LMD #37-PACIFIC BREEZE	14,715
LMD #38-ALDEA DEL MAR	66,163
LMD #39-EL SUENO/PROMESA	107,947
LMD #39-D.R. HORTON	15,244
LMD #40-CANTADA	21,649
LMD #41-PACIFIC COVE	56,602
LMD #42-CANTABRIA/CORON	71,321
LMD #43-GREENBELT(PARCRO)	51,103
L/M DIST.-COMBINING FUNDS	412,287
CFD #4-SEABRIDGE MAINT	1,394,383
CFD #5-RIVERPARK MAINT	4,450,307
CFD #2-WESTPORT MAINT	441,646
CFD #6-NORTHSHORE MAINT	70,560
ROSE/101 ASSESS DIST 96-1	726,038
ASSESSMENT DIST. 2000-1	182,031
RICE/101 INTER.ASSES.DIST	961,673
CFD #3-SEABRIDGE/MANDALAY	1,708,732
COMM.FAC.DIST. 2000-3	644,730
CFD #1-WESTPORT	606,863
STATE GAS TAX	6,050,381
TRAFFIC SAFETY FUND	274,231
TDA/LTF4-TRANS.FND-99400c	595,500
HOMELAND SECURITY GRANT	1,129,680
EMERGENCY SHELTER GRANT	191,219
CDBG ENTITLEMENT	2,172,303
HUD HOME	757,614

<u>Special Funds</u>	<u>FY 2015-2016 BUDGET</u>
STORM DRAIN FACILITY FEE	141,042
CIRCULATION SYS.IMPR.FEES	684,206
CAPITAL GROWTH FEES-RESID	834,765
CAP GROWTH FEES-NONRESID	198,893
CUPA OPERATING FUND	722,201
TOTAL SPECIAL FUNDS	49,600,576
 <u>Enterprise Funds</u>	
SOLID WASTE UTILITY	42,411,936
WATER UTILITY	60,751,101
WASTERWATER UTILITY	33,321,201
GOLF COURSE	5,566,328
PERFORMING ARTS CENTER	1,485,156
TOTAL ENTERPRISE FUNDS	143,535,723
 TOTAL ALL FUNDS	334,632,678
Less: Internal Service Funds	(26,272,402)
 Net Adjusted Appropriations	 308,360,275

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2014-2015 in active Capital Improvement Projects are hereby reappropriated for continued use in fiscal year 2015-2016.

3. Ongoing programs funded by Measure O Half-Cent Sales Tax are included in the budget and are hereby reappropriated to FY15-16. Measure O Fund is to provide a liquidity loan of \$16,000,000 to the General Fund to assure General Fund solvency is hereby appropriated. The loan is to be repaid in annual installments of \$1,875,688 over a period of ten years at 3% interest. Because funds of re-appropriating \$7,260,201 for unspent one-time projects are not available, staff is directed to develop a process consistent with existing Measure O budgeting guidelines and oversight for reprioritization of these projects in connection with the City's Capital Improvement Program (CIP) in the Fall of 2015.

4. Any remaining balances in approved grant programs and improvement assessment district projects at the end of fiscal year 2014-2015, except for balances reallocated as part of the budget process, are hereby reappropriated for continuing use in fiscal year 2015-2016 and all estimated revenues from such approved grants and assessment districts projects for 2014-2015 that are not realized by year end are authorized to be continued.

5. To the extent funds are available, all General Fund encumbrances at the close of fiscal year 2014-2015 are carried forward and corresponding appropriations are also carried forward.

6. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2014-2015, not otherwise provided for in City Council budget policies or reappropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2015.

7. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2015-2016 shall contain all revisions made by the City Council prior to final budget adoption.

PASSED AND ADOPTED on this 23rd day of June, 2015, by the following vote:

AYES: Councilmembers Flynn, Ramirez, Padilla and Perello.

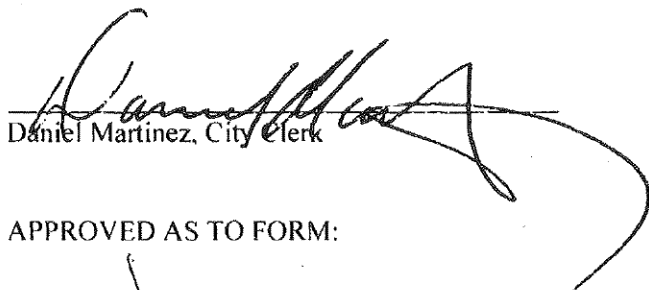
NOES: Councilmember MacDonald.

ABSENT: None.



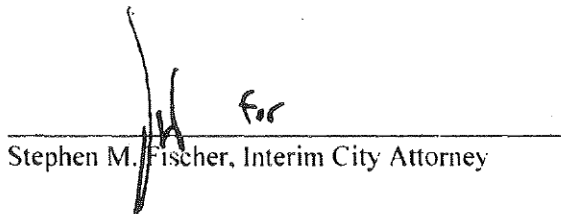
Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

Exhibit A
Annual Payment Schedule
Measure 'O' Loan to General Fund

Period	Date	Payment	Principal	Interest	Balance
					\$ 16,000,000.00
1	6/30/2016	\$1,875,688.11	\$1,395,688.11	\$ 480,000.00	\$ 14,604,311.89
2	6/30/2017	\$1,875,688.11	\$1,437,558.75	\$ 438,129.36	\$ 13,166,753.15
3	6/30/2018	\$1,875,688.11	\$1,480,685.51	\$ 395,002.59	\$ 11,686,067.63
4	6/30/2019	\$1,875,688.11	\$1,525,106.08	\$ 350,582.03	\$ 10,160,961.56
5	6/30/2020	\$1,875,688.11	\$1,570,859.26	\$ 304,828.85	\$ 8,590,102.30
6	6/30/2021	\$1,875,688.11	\$1,617,985.04	\$ 257,703.07	\$ 6,972,117.26
7	6/30/2022	\$1,875,688.11	\$1,666,524.59	\$ 209,163.52	\$ 5,305,592.67
8	6/30/2023	\$1,875,688.11	\$1,716,520.33	\$ 159,167.78	\$ 3,589,072.35
9	6/30/2024	\$1,875,688.11	\$1,768,015.94	\$ 107,672.17	\$ 1,821,056.41
10	6/30/2025	\$1,875,688.11	\$1,821,056.41	\$ 54,631.69	\$ 0.00

ATTACHMENT 3
EXHIBIT A
PAGE 1 OF 1



Meeting Date: 9 / 22 / 15

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

Prepared By: May Roque *MR* Agenda Item No. L-2Reviewed By: City Manager *JH* City Attorney *JBR* Finance *R* Other (Specify) N/A

DATE: September 22, 2015

TO: City Council

FROM: Michael Henderson, General Services Director
General Services Department *MA*

SUBJECT: Purchase Seven Ford Police Interceptor Utility Vehicles and Three BMW Motorcycles

RECOMMENDATION

That City Council approve and authorize the Mayor to sign purchase orders for the purchase of seven (7) Ford Police Interceptor Utility Vehicles (P.O. #5580 for \$301,320.67) with National Auto Fleet Group through the National Joint Powers Authority (NJPA) and three (3) BMW motorcycles (P.O. #5575 for \$87,463.02) with Long Beach BMW.

DISCUSSION

In 2011, Ford discontinued production of the Crown Victoria, an industry standard police patrol vehicle for over 20 years. In FY 2012-13, the Police Department purchased six (6) Chevrolet Caprices, delivered in late 2012. Since that time, several issues with these Chevrolet Caprices have been identified, which caused the department to explore other options. Research for a new police patrol vehicle began in 2013, resulting in consideration of the Ford Police Interceptor, Ford Police Interceptor Utility, and the Dodge Charger. The growing trend throughout U.S. law enforcement agencies is using the Ford Interceptor Utility as their primary patrol vehicle. In 2014, a government fleet survey found that 25% of fleets have adopted the Ford Interceptor Utility. Moreover, thirteen Southern California agencies use the Ford Interceptor Utility as their primary patrol vehicle.

Staff recommends purchasing seven 2016 Ford Police Interceptor Utility Vehicles due to their versatility, occupant space, storage capacity, and rated performance history with other law enforcement agencies. These vehicles will replace seven of twenty-seven patrol vehicles over their recommended lifespan of 100,000 miles. Purchase will be made with National Auto Fleet Group through NJPA Master Vehicle Contract No. 102811 which includes outfitting costs.

Staff also recommends purchasing three 2015 BMW enforcement motorcycles to replace aging motorcycles over their recommended lifespan of 55,000 miles. Evaluation of several motorcycles indicates that BMW Model RT1200 is the top performer in acceleration, top speed, handling, and

Purchase Seven Ford Police Interceptor Utility Vehicles and Three BMW Motorcycles
September 22, 2015
Page 2

braking. The City of Oxnard will piggyback on the Los Angeles County Sheriff contract to purchase these motorcycles through Long Beach BMW.

FINANCIAL IMPACT

During the budget process, staff set aside a total of \$500,000 for capital projects and vehicle replacement. Funding in the amount of \$388,783.69 for seven Ford Police Interceptor Utility Vehicles and three BMW motorcycles are available from General Fund Non-Department Capital Outlay (Account No. 101-1002-801-8606).

mmoar

Attachment #1 - P.O.# 5580 for National Auto Fleet Group
#2 - P.O.# 5575 for Long Beach BMW



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

**PURCHASE
ORDER NO.
005580**

DATE: 9/16/2015

VENDOR PHONE: (855)289-6572

VENDOR FAX: (831)480-8497

VENDOR #: 18524

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

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

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/31/2015		0000002355	09/04/2015	NAT'L JOINT POWERS ALLIAN	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10110028018606		MIKE MORE	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1 SEVEN 2016 FORD POLICE INTERCEPTOR UTILITY
7.00 / EA VEH.

43,045.810 301,320.67
0

TOTAL PURCHASE AMOUNT

\$301,320.67

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE. _____

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

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

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

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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

ATTACHMENT 1
PAGE 2 OF 2



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

**PURCHASE
ORDER NO.**
005575

DATE: 9/9/2015

VENDOR PHONE: (800)794-4269

VENDOR FAX: (562)595-8547

VENDOR #: 14632

VENDOR ADDRESS: LONG BEACH BMW
2998 CHERRY AVE.
SIGNAL HILL, CA 90755

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

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/31/2015		0000002354	09/04/2015		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		10110028018606		RENA BASSETT	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	THREE 2015 BMW RT1200 MOTORCYCLES FOR		
	3.00 / EA POLICE	29,154.340	87,463.02
		0	

FY16 BUDGET OF \$485K. APPRV PER PURCH TO ISSUE PO
FOR COUNCIL APPROVAL FOR 9/22/15. TW

TOTAL PURCHASE AMOUNT	\$87,463.02
------------------------------	--------------------

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE. _____

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

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TERMS AND CONDITIONS

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5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
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16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

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



Meeting Date: 09/22/2015

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

Prepared By: J. Tabin Cosio *TC*

Agenda Item No. *L-3*

Reviewed By: City Manager *[Signature]* City Attorney *SMF* Finance *[Signature]* Other (Specify) _____

DATE: September 22, 2015

TO: City Council

FROM: J. Tabin Cosio, *TC* Director of Human Resources

SUBJECT: **Second Amendment to Resolution No. 14, 836 Authorizing Full-Time Equivalent Positions and Resolution No. 14,837 Authorizing Changes to Section XII of the Personnel Rules and Regulations. No Additional Budget Appropriations Required.**

RECOMMENDATION:

That City Council:

1. Authorize the Mayor to execute a second amendment to Resolution No. 14,836 authorizing the reclassification of nine (9) existing and vacant job classifications; and
2. Authorize the Mayor to execute a second amendment to Resolution No. 14,837 authorizing changes to Section XII of the Personnel Rules and Regulations to set the salary ranges for four (4) reclassified positions.

DISCUSSION:

Fire Department: Fire Station 8

Fire Station 8 opened on July 11, 2015. The assigned response apparatus for Station 8 include a fire engine and aerial ladder truck. The engine is staffed by three personnel: a fire captain in charge of the crew, a fire engineer who drives the apparatus and operates the pump and a firefighter. The ladder truck is staffed by four fire personnel: a fire captain in charge of the crew, a fire engineer who drives the truck and operates the aerial ladder and two firefighters. A total of 21 positions, (7) personnel for each of the three (3) shifts, are required to staff the two new fire apparatus.

Placing the two additional fire apparatus in service requires a different mix of fire suppression positions than presently exists within the Fire Department. Specifically, two additional captains and three additional fire engineers are needed to properly staff the various fire apparatus that will be in service within the City after the opening of Station 8.

The Fire Department is requesting to reclassify five (5) existing positions as follows:

Job Title	Full Time Equivalents		
	Add	Delete	Change
Fire Captain	2	0	2
Fire Engineer	3	0	3
Firefighter	0	-5	-5
Net Change to FTE Count	5	-5	0

Financial Impact:

The Fire Department will offset the increased costs for the five upgraded positions through vacancy management of four vacant and budgeted firefighter positions. These four presently vacant firefighter positions are above the Department's fire suppression operational level and therefore will not adversely affect fire suppression activities. There is no additional funding required for the reclassifications of the five (5) firefighter positions for FY 2015-16.

Utilities Department – Water and Wastewater

An assessment of Water, Wastewater and Engineering operations and staffing was completed in 2013. The initial assessment indicated that there were significant staffing issues needing to be addressed to ensure the two plants were compliant with applicable federal and state regulations and industry best practices. In May 2014, a Wastewater Operations Management and Assessment contract was awarded to KEH & Associates to provide staffing for three (3) key positions required by the State. And, in December 2014, a limited benefit employee was hired to fill and provide Water Operations Management for the Water plant.

Human Resources and Utilities have attempted to recruit for these four (4) key positions but those recruitments were unsuccessful due to the technical nature of these positions and compensation levels not being competitive. The Utilities and Human Resources Department recently completed a classification and compensation review of four (4) management and operational positions within the two plants. The results show that the City is competing with special districts and/or private employers which tend to offer a more competitive pay structure for these highly specialized and credentialed positions. Based on the results of the study, we are recommending the reclassification of the four positions to better reflect the required technical competencies and also an increase in their salary range to better align them for external and internal equity for similar positions.

The proposed salary adjustments increases the salary range for each of the four positions to make them more market competitive but the ranges are still within established salary grades for other OMMA-represented positions (M62 and M87). It is our hope and intent that these adjustments result in successful recruitments of these positions and to transition these duties back to City employees.

Our recruitment plan is to open these recruitments on a national basis for a one month outreach period. In addition to posting them on the City's CalOpps website, we will post the positions on sites including: American Public Works Association, American Water Resources Association, Careers in Government, GovernmentJobs.com, the International Hispanic Network, National Forum for Black Public

Administrators, and LinkedIn. It is our intent and goal to transition these duties back to City employees by December 31, 2015.

The Oxnard Mid-Managers Associations was notified of and agreed to the proposed changes on September 2, 2015.

The Utilities Department is requesting to reclassify four existing positions as follows:

Current Title	Current Salary		Proposed Title	Proposed Salary	
	Min	Max		Min	Max
Technical Services Manager	M44	69,183.71	114,916.88	Technical Services/Water Quality Manager	M62 78,161.62 129,280.74
Wastewater Superintendent	M66	80,328.77	132,747.89	Wastewater Division Manager	M87 97,084.21 159,556.59
Wastewater Operations Manager	M32	61,936.16	103,320.67	Wastewater Operations Manager/Chief Operator	M62 78,161.62 129,280.74
Water Resources Manager	M66	80,328.77	132,747.89	Water Division Manager	M87 97,084.21 159,556.59

Financial Impact:

There is no additional funding required for the reclassification of and salary adjustments for the four (4) positions because the four positions are authorized and funded for FY 2015-16. The four positions are not anticipated to be filled until the second half of the fiscal year and therefore the increased costs due to the increased salary ranges will be covered by the funding of existing positions for the full fiscal year.

SUMMARY AND RECOMMENDATION:

Your Council's approval of the proposed staffing changes will result in a one half (0.50) increase to the overall full time equivalent count of 1222.75 to 1223.25. The proposed staffing changes will not require additional budget appropriations as all of the recommended changes were either included in the adopted FY 2015-16 budget or will be absorbed within the existing budget appropriations of the respective department/agency. Therefore, our office recommends for your City Council to (1) authorize the Mayor to execute a second amendment to Resolution No. 14,836 authorizing the reclassification of nine (9) existing and vacant job classifications; and (2) authorize the Mayor to execute a second amendment to Resolution No. 14,837 authorizing changes to Section XII of the Personnel Rules and Regulations to set the salary ranges for four (4) reclassified positions.

Attachments:

- #1 – Second Amendment to Resolution No. 14,836 Authorizing Full-Time Equivalent Positions
- #2 – Second Amendment to Resolution No. 14,837 Authorizing Changes to Section XII of the Personnel Rules and Regulations

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING RESOLUTION NO. 14,836 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2015-2016 FISCAL YEAR

WHEREAS, staff has recommended amendments to Resolution No. 14,836 authorizing full-time positions in the City service; and

WHEREAS, the City Council has reviewed the amendments and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Resolution No. 14,836 shall remain in force with the following amendments, effective September 22, 2015.

	RESOLUTION #14,836		NET
	ADOPTED	AMENDED	CHANGE
FIRE DEPARTMENT			
Fire Suppression and Other Emergency Services			
Administrative Assistant (C)	1	1	0
Administrative Secretary I/II	0.5	0.5	0
Assistant Fire Chief	1	1	0
Emergency Medical Services Coordinator	1	1	0
Fire Battalion Chief	4	4	0
Fire Captain	22	24	2
Fire Chief	1	1	0
Fire Engineer	21	24	3
Firefighter	42	37	-5
Total	93.5	93.5	0
WATER AND RECYLCED WATER			
Water Procurement			
Water Resources Manager	0.5	0	-0.5
Water Division Manager	0	1	1
Technical Services Manager/Water Quality Manager	0	0.33	0.33
Total	0.5	1.33	0.83
WASTEWATER AND STORM WATER			
Source Control			
Technical Services Manager	0.5	0	-0.5
Technical Services Manager/Water Quality Manager	0	0.67	0.67
Total	0.5	0.67	0.17

	RESOLUTION #14,836		NET
	ADOPTED	AMENDED	CHANGE
Collector System Maintenance and Upgrades			
Wastewater Superintendent	0.5	0	-0.5
Water Resources Manager	0.25	0	-0.25
Wastewater Division Manager	0	0.5	0.5
Total	0.75	0.5	-0.25
Treatment Plant Operations			
Wastewater Operations Manager	1	0	-1
Wastewater Operations Manager/Chief Operator	0	1	1
Total	1	1	0
Treatment Plan Maintenance & Upgrades			
Wastewater Superintendent	0.5	0	-0.5
Water Resources Manager	0.25	0	-0.25
Wastewater Division Manager	0	0.5	0.5
Total	0.75	0.5	-0.25
CITY-WIDE TOTAL	1222.75	1223.25	0.5

PASSED AND ADOPTED this 22nd day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 2 OF 2

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING CHANGES IN SECTION XII OF THE PERSONNEL RULES AND
REGULATIONS

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Section XII of the Personnel Rules and Regulations shall remain in force and effect and is amended as set forth in the attached Classification and Salary Schedule.

PASSED AND ADOPTED on this 22nd day of September, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

ATTACHMENT 2
PAGE 1 OF 5

Class Title	Salary Range	Class Title	Salary Range
Account Clerk I	A 14	City Manager	E 13
Account Clerk II	A 20	City Surveyor	M 34
Account Clerk III	A 27	City Treasurer	E 3
Accountant I	A 63	Civil Engineer	A 97
Accountant II	A 80	Code Compliance Inspector I	B 96.00
Accounting Manager	M 48	Code Compliance Inspector II	B 106.00
Accounting Technician	A 45	Code Compliance Manager	M 40
Accounting Technician (C)	C 67	Communications Training Coordinator	P 76
Administrative Assistant	A 61	Community Affairs Manager	M 38
Administrative Assistant (C)	C 70	Community Facilities Manager	M 48
Administrative Legal Assistant (C)	C 70	Community Outreach & Production Specialist	M 22
Administrative Legal Secretary I	C 25	Community Service Officer	A 34
Administrative Legal Secretary II	C 35	Community Services Manager	M 29
Administrative Legal Secretary III	C 50	Compliance Services Manager	M 29
Administrative Secretary I	A 12	Computer Network Engineer I	A 32
Administrative Secretary I (Conf)	C 15	Computer Network Engineer II	A 49
Administrative Secretary II	A 19	Computer Network Engineer III	A 78
Administrative Secretary II (Conf)	C 30	Computer Operator	A 49
Administrative Secretary III	A 26	Construction & Maintenance Engineer	M 66
Administrative Secretary III (Conf)	C 40	Construction Inspector I	B 104.50
Administrative Services Assistant (C)	C 70	Construction Inspector II	B 114.50
Administrative Technician	A 36	Construction Project Coordinator	A 61
Administrative Technician (C)	C 60	Construction Project Manager	M 29
Animal Safety Officer	B 74.00	Container Service Worker	B 74.00
Assistant City Attorney	M 88	Controller	M 62
Assistant City Clerk	M 11	Crime Analysis Data Technician	A 34
Assistant City Manager	E 11	Crime Analyst I	A 48
Assistant City Treasurer/Revenue Accounting Manager	M 48	Crime Analyst II	A 64
Assistant Civil Engineer	A 93	Crossing Guard	A 00
Assistant Director of Human Resources	M 67	Cultural Arts Supervisor	M 11
Assistant Fire Chief	P 52	CUPA Coordinator	M 44
Assistant Planner	A 69	Custodial Supervisor	M 14
Assistant Police Chief	P 56	Custodian	B 48.00
Assistant Traffic Design Engineer	A 93	Customer Service Accounting Technician	A 45
Assistant Traffic Engineer	A 93	Customer Service Representative I	A 14
Associate Planner	A 83	Customer Service Representative II	A 20
Associate Traffic Design Engineer	A 97	Data Entry Operator I	A 14
Battalion Chief	P 51	Data Entry Operator II	A 20
Budget Manager	M 62	Deputy Building Official	M 74
Building Inspector I	B 104.50	Deputy City Attorney I	M 48
Building Inspector II	B 114.50	Deputy City Attorney II	M 62
Buyer	A 40	Deputy City Manager	E 8
Chemist	A 72	Deputy Housing Director	M 66
Chief Financial Officer	E 8	Design & Construction Services Manager	M 83
Chief Operator	M 32	Development Services Director	E 9
City Attorney	E 12	Development Services Manager	M 87
City Clerk	E 3	Disaster Preparedness Coordinator	M 44
City Council Member	Ordinance	Drafting/Graphics Technician I	A 41
		Drafting/Graphics Technician II	A 57

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

Class Title	Salary Range	Class Title	Salary Range
Mayor	Ordinance	Public Safety Dispatcher I	P 49.00
Meter Reader	B 70.00	Public Safety Dispatcher II	P 59.00
Meter Repair Worker	B 75.00	Public Safety Dispatcher III	P 76.00
Missing Persons Specialist	A 34	Public Safety Information Technology Manager	M 62
MRF Dispatcher	B 74.00	Public Works Construction Projects Manager	M 38
MRF Machinery Operator	B 79.00	Public Works Director	E 10
MRF Mechanic	B 89.00	Purchasing Clerk	A 20
Neighborhood Services Coordinator	A 61	Recreation Supervisor	M 19
Network Services Coordinator	M 14	Recreation/Human Services Coordinator	A 42
Office Assistant I	A 10	Recreation/Human Services Leader III	A 21
Office Assistant I (Conf)	C 10	Recycling Manager	M 36
Office Assistant II	A 15	Recycling/Marketing Manager	M 36
Office Assistant II (Conf)	C 20	Rehabilitation Construction Specialist I	B 101.00
Outreach/Education Specialist	A 61	Rehabilitation Construction Specialist II	B 111.00
Paralegal	C 75	Rehabilitation Loan Assistant	A 33
Parks Maintenance Supervisor	M 14	Rehabilitation Loan Specialist	A 74
Parks Manager	M 44	Resident Services Assistant	A 59
Performing Arts Center Manager	M 48	Resident Services Coordinator	A 74
Permit Technician	A 55	Revenue Collection Technician	A 45
Plan Check Engineer	A 97	Safety Specialist (C)	C 72
Planning & Environmental Services Manager	M 81	Senior Administrative Legal Secretary	C 65
Plans Examiner I	A 66	Senior Administrative Secretary	A 35
Plans Examiner II	A 81	Senior Administrative Secretary (C)	C 55
Plumbing & Mechanical Inspector	B 126.50	Senior Animal Safety Officer	B 84.00
Police Chief	E 11	Senior Benefits Coordinator (C)	C 75
Police Commander	P 55	Senior Civil Engineer	A 99
Police Finance/Grants Manager	M 62	Senior Code Compliance Inspector	B 116.00
Police Officer I	P 91.00	Senior Construction Inspector	B 124.50
Police Officer II	P 91.00	Senior Custodian	B 58.00
Police Officer III	P 99.00	Senior Customer Service Representative	A 27
Police Records Manager	M 40	Senior Engineering Technician	A 76
Police Records Supervisor	M 11	Senior Engineering Technician/Survey Chief	A 76
Police Records Technician I	A 11	Senior Facilities Maintenance Worker	B 99.00
Police Records Technician II	A 17	Senior Fleet Services Mechanic	B 109.00
Police Records Technician III	A 24	Senior Groundswoker	B 80.00
Police Sergeant	P 106.00	Senior Housing Maintenance Worker	B 92.00
Police Service Officer	P 72.00	Senior Housing Specialist	A 74
Police Word Processor I	A 23	Senior Human Resources Coordinator	C 75
Police Word Processor II	A 30	Senior Meter Reader	B 80.00
Police Word Processor III	A 38	Senior Meter Repair Worker	B 85.00
Power Production Operator I	B 85.25	Senior Planner	M 32
Power Production Operator II	B 95.25	Senior Plans Examiner	A 87
Principal Planner	M 44	Senior Police Service Officer	P 77.00
Programmer Analyst	A 86	Senior Street Maintenance Worker	B 86.00
Project Manager	M 40	Senior Traffic Service Assistant	A 16
Property & Evidence Custodian	A 68	Senior Tree Trimmer	B 86.00
Public Information Officer	M 38	Senior Wastewater Collections Operator	B 86.00
Public Relations & Community Affairs Manager	M 66	Senior Wastewater Environmental Specialist	B 116.00
Public Safety Communications Manager	M 66	Senior Wastewater Mechanic	B 104.00

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



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

Prepared By: Efren Gorre, Community Services Manager *EG* Agenda Item No. L-4

Reviewed By: City Manager *JM* City Attorney *SME* Finance *SV* Other (Specify) _____

DATE: September 22, 2015

TO: City Council

FROM: Grace Magistrale Hoffman, Deputy City Manager *Grace Hoffman*
Terrel Harrison, Interim Recreation Superintendent *TH*

SUBJECT: Partnership Agreement (A-7832) and Memorandum of Understanding (MOU) of the Hueneme Elementary School District (HESD) and the City of Oxnard to operate a State of California After School Education and Safety (ASES) Program in FY 2015-16

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Partnership Agreement and Memorandum of Understanding with the Hueneme Elementary School District for the City of Oxnard to receive the amount of \$842,292.00, to provide services under the California ASES at ten (10) HESD schools.
2. Approve a Budget Appropriation in the amount of \$842,292.00, to implement the ASES Program.

DISCUSSION

In 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. In 2008, City Corps was invited to provide leader-trainees to assist at a HESD ASES school. In keeping with City Corps' mission of building a network of worksites citywide to host city youth interested in, or in need of vocational exploration, program staff assigned five (5) leader-trainees at the school site. It is standard practice in employment training to use "worksites agreements or MOUs" which are normally executed by Program Managers. These documents define the roles and responsibilities of the partners for effective program operation. It was under these circumstances that the City-District partnership was born and prospered up to this point. This partnership grew and gained the acceptance of students and administrators. Today, all ten (10) HESD ASES schools are City Corps worksites. As such they form part of the City's youth development platform that provides employment training services to youth in the Oxnard community.

The City Corps strategy with the HESD ASES was to develop a full partnership with Hueneme by focusing on the strength of each organization - classroom learning by the District, and activity learning by the City through City Corps and Recreation. This effectively results in HESD ASES providing an active and motivated pool of youth participants in various city developmental programming. The most notable outcome of this deep schools-city partnership is the effective access by ASES youth of the many activities that introduce them to the world of work: work-alongs, work tryouts, and work practice. Younger students are introduced to service and its connection to work and the discernment of work likes and dislikes. All students take an initial look at career pathways, build an appreciation of the importance of employment education, and begin to adopt a work ethic or its initial expression. Students also learn the quality of usefulness.

The HESD ASES outcomes, shared in regular meetings between the District and the City staff bear out the strategy employed by the partners. The program enjoys high morale among its fifty (50) plus staff. Regular staff attendance, a chronic problem in many after school programs, is of no concern. As a vocational exploration platform, City Corps continuously provides a job ready pool from which substitutes are drawn on short notice. The program has received outstanding reviews by the overseers of after school programs at the Ventura County Office of Education (VCOE). Indeed, this collaboration is often cited as operating one of the best ASES programs in the region. This agreement and MOU being submitted for your consideration was approved by the HESD Board of Trustees prior to City Attorney review and consultation.

FINANCIAL IMPACT

This budget appropriation recognizes \$842,292.00 in grant funds awarded by the State of California After School Education and Safety Grant Funds to operate the City's portion of the HESD City Corps ASES Program to serve one thousand (1,000) students in FY 2015-16. ASES school site services began on August 25, 2015.

The City of Oxnard and the Hueneme School District will have follow-up discussions on the administration of the grant and associated costs. City funding of the City Corps youth development platform designed to provide service learning, work training and community building activities, will concurrently meet the \$54,000.00 in in-kind requirements of the ASES program.

EG/ae

Attachment #1 - Partnership Agreement No: A-7832 Contract with HESD
#2 - Operational MOU
#3 - Request for Budget Appropriation

CONTRACT

**ASES Program
Cohort 5 (Universals)
Hueneme Elementary School District
After School Education and Safety**

THIS CONTRACT is made and entered into on August 3, 2015 between the **HUENEME ELEMENTARY SCHOOL DISTRICT**, a public school district duly operating under the laws of the state of California, and The City of Oxnard and the Recreation and Community Services-City Corps, a service provider (hereinafter referred to as "PROVIDER") for the purpose of providing specific services pursuant to the ASES Program Grant to eligible **HUENEME ELEMENTARY SCHOOL DISTRICT** schools and students.

WHEREAS, the **HUENEME ELEMENTARY SCHOOL DISTRICT** is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the **HUENEME ELEMENTARY SCHOOL DISTRICT** is in need of such special services and advice;

WHEREAS, **PROVIDER** is specially trained and experienced and competent to perform the special services required by the **HUENEME SCHOOL DISTRICT**, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, ASES Program contains the following requirements:

- a. Requires the **HUENEME ELEMENTARY SCHOOL DISTRICT** to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;
- b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;
- c. Contains a provision for the termination of the agreement if the provider or **HUENEME ELEMENTARY SCHOOL DISTRICT** wishes to terminate;
- d. Contains provisions with respect to making payment to the provider by the **HUENEME ELEMENTARY SCHOOL DISTRICT**;
- e. Contains provisions outlining staffing, effectiveness evaluation, and sustainability, as well as other program aspects;

WHEREAS, PROVIDER is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, PROVIDER is willing to provide services to HUENEME ELEMENTARY SCHOOL DISTRICT, it's ASES Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Program Agreements

Services will be offered and delivered as stated in the ASES Program Grant.

Parents/guardians shall not be charged for any services rendered under the ASES Program unless such services and charges are clearly identified in writing and agreed upon in advance by the HUENEME ELEMENTARY SCHOOL DISTRICT, the involved school administer, and the parents/guardians. In no event shall the agreed upon charges obligate the HUENEME ELEMENTARY SCHOOL DISTRICT financially, nor shall the HUENEME ELEMENTARY SCHOOL DISTRICT incur any obligation or expense in excess of the state/federal reimbursement amount.

Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by HUENEME ELEMENTARY SCHOOL DISTRICT.

Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by PROVIDER with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the PROVIDER. PROVIDER agrees to provide access to and copies of student records to HUENEME ELEMENTARY SCHOOL DISTRICT and/or the parents/guardians of HUENEME ELEMENTARY SCHOOL DISTRICT's student. PROVIDER shall not provide access or forward to any other person other than parents/guardians or HUENEME ELEMENTARY SCHOOL DISTRICT any student record without the written consent of the parent/guardian or HUENEME ELEMENTARY SCHOOL DISTRICT.

Access by HUENEME ELEMENTARY SCHOOL DISTRICT

PROVIDER shall provide services at the location(s) agreed upon in the Memorandum of Understanding. HUENEME ELEMENTARY SCHOOL DISTRICT representatives shall have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview PROVIDER, and review each student's progress.

Fingerprints

In accordance with Education Code § 45125.1, PROVIDER shall conduct a criminal background check of its employees and/or subcontractors prior any student contact and, upon receipt of those checks, certify to the HUENEME ELEMENTARY SCHOOL DISTRICT that no employee and/or subcontractors of PROVIDER working with students of the school district has been convicted of a violent or serious felony as defined by statutes. (See attached form.) PROVIDER shall supply HUENEME ELEMENTARY SCHOOL DISTRICT with a list of names of those employees and/or subcontractors who are cleared to work with students of the HUENEME ELEMENTARY SCHOOL DISTRICT. A fingerprint certification will be submitted with monthly invoices and attendance registers.

Transportation

HUENEME ELEMENTARY SCHOOL DISTRICT is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. PROVIDER will not transport any students in private vehicles without complying with HUENEME ELEMENTARY SCHOOL DISTRICT Governing Board policy 6153 and have permission of parent/guardian.

Independent Contractor Status

This agreement is by and between two independent agents and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this agreement.

Conflict of Interest:

This Agreement is subject to Board Policy 9270 governing conflicts of interest. PROVIDER agrees to furnish to HUENEME ELEMENTARY SCHOOL DISTRICT (upon request) a valid copy of the most recently adopted partnership agreements or bylaws of the corporation and also a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in such governance occur. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with HUENEME ELEMENTARY SCHOOL DISTRICT, including its schools.

Accident/Incident Report

PROVIDER agrees to submit a written accident report to HUENEME ELEMENTARY SCHOOL DISTRICT within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

Discrimination

PROVIDER shall not discriminate on the basis of gender, sex, race, color, religion, ancestry, national origin, ethnic group, marital or parental status, physical or mental disability, sexual orientation or the perception of one or more of such characteristics in employment or operation of its programs.

Child Abuse Reporting

PROVIDER assures HUENEME ELEMENTARY SCHOOL DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours an incident report to HUENEME ELEMENTARY SCHOOL DISTRICT when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under PROVIDER's supervision.

Supplies, Equipment and Facilities

PROVIDER shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If PROVIDER desires to use District facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

Inspection and Audit

PROVIDER shall provide access to records or reports, or other matter relating to the Contract, upon request by HUENEME ELEMENTARY SCHOOL DISTRICT. Fiscal records shall be maintained by PROVIDER for seven (7) years and shall be available for audit.

Indemnification

PROVIDER shall defend, hold harmless, and indemnify HUENEME ELEMENTARY SCHOOL DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement.

HUENEME ELEMENTARY SCHOOL DISTRICT shall defend, hold harmless and indemnify PROVIDER and its governing board, offices, agents, and employees from all liabilities and claims for damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever resulting from the negligence or intentional acts of HUENEME ELEMENTARY SCHOOL DISTRICT, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement. The District shall not be liable for acts of the students or the student's parent/guardian, family member, etc.

Insurance

During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of service(s) by PROVIDER, of at least one million dollars (\$1,000,000.00) for each person and one million dollars (\$1,000,000.00) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars (\$1,000,000.00) for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. During the entire term of this agreement and any extension or modification thereof, PROVIDER shall keep in effect a policy or policies of Molestation/Abuse coverage – the coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Not later than the effective date of this agreement, PROVIDER shall provide HUENEME ELEMENTARY SCHOOL DISTRICT with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to HUENEME ELEMENTARY SCHOOL DISTRICT before cancellation or material change, evidencing the above-specific coverage. The PROVIDER shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California, if applicable. HUENEME ELEMENTARY SCHOOL DISTRICT reserves the right to revise the requirements of this provision at any time. If HUENEME ELEMENTARY SCHOOL DISTRICT determines that additional insurance coverage is necessary, HUENEME ELEMENTARY SCHOOL DISTRICT will reopen negotiations with PROVIDER to modify the terms of this agreement.

Monthly Invoices

PROVIDER shall submit to HUENEME ELEMENTARY SCHOOL DISTRICT monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. HUENEME ELEMENTARY SCHOOL DISTRICT shall process payments to PROVIDER within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

Right to Withhold

HUENEME ELEMENTARY SCHOOL DISTRICT may withhold payment to PROVIDER, on ten (10) working days written notice of such withholding, when in the opinion of the HUENEME ELEMENTARY SCHOOL DISTRICT:

- a. PROVIDER's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.
- b. PROVIDER has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. PROVIDER has failed to submit the invoice in a timely manner.

If HUENEME ELEMENTARY SCHOOL DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and HUENEME ELEMENTARY SCHOOL DISTRICT. No change in this Contract or Memorandum of Understanding shall result in a HUENEME ELEMENTARY SCHOOL DISTRICT financial obligation to PROVIDER in excess of the ASES Program and Memorandum of Understanding reimbursement rate to the HUENEME ELEMENTARY SCHOOL DISTRICT.

Disputes

Disputes between HUENEME ELEMENTARY SCHOOL DISTRICT and PROVIDER concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of HUENEME ELEMENTARY SCHOOL DISTRICT. The determination of the Superintendent shall be made in writing and shall be binding on both parties.

Subcontract and Assignment

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from the HUENEME ELEMENTARY SCHOOL DISTRICT. Such approval shall be attached and made part of this Contract.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be PROVIDER'S responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

Termination

- a. The partners are committed to the long-term operations and sustained functioning of the ASES Program.
- b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- c. Either party can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of PROVIDER, HUENEME ELEMENTARY SCHOOL DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination.
- d. In consideration of this payment, PROVIDER waives all rights to any further payment or damage. Upon termination, PROVIDER shall turn over to HUENEME SCHOOL DISTRICT all student records in its possession generated as a result of services rendered under this Contract, possessed by PROVIDER or under its control at the time of termination.

Compliance with Laws

During the term of this agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of the ASES Program grant, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

No Child Left Behind (NCLB) Compliance

The PROVIDER agrees to comply with the requirements of the NCLB regulations, especially and including, that each employee who will have student contact, be NCLB compliant as required by the Hueneme Elementary School District for its employees. **Entire**

Agreement

This Agreement constitutes the entire agreement between HUENEME ELEMENTARY SCHOOL DISTRICT and PROVIDER and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Governing Law

The terms and conditions of this agreement shall be governed by the laws of the state of California with venue in Ventura County, California.

Severability Clause

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect, to the extent that the intent of the parties can be fulfilled

Notices

Notices required under this Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the HUENEME ELEMENTARY SCHOOL DISTRICT:

Jerry Dannenberg, Ed.D, Superintendent
 HUENEME ELEMENTARY SCHOOL DISTRICT
 205 North Ventura Road
 Port Hueneme, CA 93041

For PROVIDER: City of Oxnard Recreation and Community Services-City Corps

Efren Gorre, Community Services Manager (Name/Title)
555 South A Street, Suite 200 (Address)
Oxnard, CA 93030 (City/State/Zip Code)

Authorized Representative

The persons signing this Contract certify they are the authorized representatives of the respective parties, and are authorized to sign this document. Services are limited to the per student allocation determined by the district.

The parties hereto have executed this 9-page agreement by and through their duly authorized agents or representatives. This contract is effective August 3, 2015, and terminates on June 16, 2016, unless sooner terminated as provided herein.

LEA: HUENEME ELEMENTARY SCHOOL DISTRICT

BY:  Fed ID # 95-6001639
 Jerry Dannenberg, Ed. D. Dist. Code # 5672562
 Superintendent

PROVIDER:

 (Signature)

 (Name/Title)

 (Address)

 (City/State/Zip Code)

CITY OF OXNARD

HUENEME ELEMENTARY SCHOOL DISTRICT

Tim Flynn, Mayor

Jerry Dannenberg
Jerry Dannenberg, Ed. D.
Superintendent

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

Joseph Lillio
Joseph Lillio, Risk Manager

APPROVED AS TO CONTENT:

Grace Hoffman
Grace Hoffman, Department Director

APPROVED AS TO CONTENT:

Efren Gorre
Efren Gorre, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff
Greg Nyhoff, City Manager

Memorandum of Understanding between the Hueneme Elementary School District (HESD), fiscal agency of the After School Education and Safety (ASES) Program, and the City of Oxnard

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) ASES Program. The ASES Program is an extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC will work together toward meeting the ASES Program Plan goals for 2015-16 at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide a program leader to support all OCC staff and oversee implementation of items 2-12 below:
2. Provide an Activity Leader for each site who will meet regularly with the After School Program Site Coordinator and/or Principal to coordinate:
 - a. Oversight of implementation of the unified ASES Schedule each week by all City Corps. staff
 - b. Inform the Site Coordinator of supplies and materials needed each month
 - c. Establish contact with parents to ensure accurate attendance and signing out of students daily
 - d. Meet daily with the Youth Development Instructor staff to celebrate successes and address concerns based on the prior day program
 - e. Supervise and support the Youth Development Instructor staff and students by scheduling time to assist with homework support each day, if Activity Leader is not assigned a class of 20 students
 - f. Supervision of students daily at arrival, during and at dismissal of program
 - g. Ensure snacks, supplies and materials are organized and available daily
 - h. Work with the Site Coordinator to collect data for evaluation purposes
 - i. Ensure that the staff uses appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; All staff use CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions
 - j. Plan activities using appropriate instructional strategies taught at professional learning days
3. Provide staff daily to serve required student to staff ratio of 20:1 for all sites
4. Ensure all employees attend monthly professional learning training and use planning time to prepare lessons and activities and to implement instructional strategies taught at the trainings
5. Provide all staff with planning time daily prior to the start of the program as outlined in the ASES Staff Work Schedule for each school
6. All personnel must pass District Para-educator Test, receive CPR/First Aid training and provide copy of certificate, receive Mandated Reporting training, receive Sexual Harassment training and pass fingerprint clearance prior to being offered employment.
7. Ensure all employees are able to meet with the Site Coordinator at each school site for 4 hours of planning time prior to the first day of school and that they attend all Summer 2015 professional learning
8. Provide a minimum of \$54,000 to meet part of the 33% ASES matching grant requirement
9. Ensure all ASES staff attend and participate in collaborative planning and meetings
10. Ensure all employees maintain confidentiality of student records per the Contract with HESD
11. Maintain all materials provided for the ASES staff by having staff return items at the end of each day
12. Provide budgetary information to HESD as required

OCC will be provided with a total of \$842,292 paid in 10 monthly installments of \$84,229 through a subcontract with HESD.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2015-16 ASES Program Plan goals are being met and for proper payment for services
2. Provide monthly professional learning and coaching support to ASES staff
3. Provide supplies and materials for use in the ASES Program
4. Ensure attendance of all meetings required by the Ventura County Office of Education Regional Lead by suitable program staff
5. Visit sites to ensure grant compliance on programmatic levels
6. Coordinate with agencies to ensure proper implementation and modification, as needed
7. Work with collaborating agencies to address any parent, teacher, student, or other program participant concerns that may arise
8. Host collaborative meetings with Oxnard City Recreation and Community Services Manager annually to monitor overall program progress and achievement of goals

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the ASES Program as follows:

1. Coordinate with OCC Activity Leader to order supplies and materials for enrichment activities each month
2. Recruit and enroll eligible program participants from each site
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, etc...
4. Work with teachers to communicate student needs
5. Arrange substitutes for academic classes, as needed
6. Serve as liaison between After School Program and regular day staff
7. Work with teachers, parents and students to ensure appropriate placement
8. Coordinate with ASES staff to provide arrival/intake and snack services
9. Monitor implementation of weekly schedule for program in coordination with the OCC Activity Leader and site administrator
10. Meet with Site/District administration on a monthly basis to ensure the meeting of program goals
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the ASES and regular day staff and the principal
12. Represent their program at monthly District-level After School Site Coordinator meetings

This agreement shall begin on August 3, 2015 and continue to be implemented until June 16, 2016. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30-day notice. Funding for the ASES Program is contingent upon state funding.

Hueneme Elementary School District (Fiscal Agency)


Jerry Dannenberg, Ed.D., Superintendent

8-25-15
Date

City of Oxnard (Oxnard City Corps., Community Based Organization)

Date

APPROVED AS TO FORM:  Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: City Corps
Project/Program _____
Manager: Efren Gorre

Date: September 9, 2015
Phone: 805-385-7982

Reason for Appropriation:

Recognize Partnership agreement with the Hueneme School District (HESD) and the City of Oxnard to operate a State of CA After School Education & Safety (ASES) Program for FY 15-16.

Accounts and Descriptions

AMOUNT

Fund: **21ST Century CLCP- ASESP (272)**

Revenues/Transfers In

Recreation Services City Corps (5511)

272-5511-531.72-01 FEDERAL & STATE SOURCES / FEDERAL GRANT REV. 842,292

Sub-total Revenues 842,292

Expenditures/Transfers Out

Recreation Services City Corp (5511)

272-5511-805.80-02 PERSONAL SERVICES / DIRECT LABOR-TEMPORARY 812,292

272-5511-805.81-02 MATERIALS AND SUPPLIES / SUPPLIES-OFFICE 7,000

272-5511-805.81-04 MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD 8,000

272-5511-805.81-13 MATERIALS AND SUPPLIES / UNIFORMS 9,000

272-5511-805.81-26 MATERIALS AND SUPPLIES / RECREATION SUPPLIES 6,000

Sub-total Expenditures 842,292

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

Attachment No. 3
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