

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

November 17, 2015

4:30 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 5 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution to Manuel Jimenez for over thirty-eight years of service to the City of Oxnard. (001)

RECOMMENDATION: Approve.

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

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

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

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

G. 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. (003)
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:** Second Amendment to Novacoast, Inc., Agreement. (007)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment with Novacoast, Inc. (5582-11-CM) to increase the amount by \$300,000 for a total of \$525,000, for technical consulting services in the areas of network infrastructure, website design, and operating systems support.
Legislative Body: CC Contact: Keith Brooks Phone: 385-7597

Development Services Department

3. **SUBJECT:** Project Specification No. GS12-09 for Sewer Replacement at 273 E. Fifth Street. (023)
RECOMMENDATION: Adopt plans, specifications, and working details for Project Specification No. GS12-09 to replace a damaged sewer line at 273 E. Fifth Street.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7868

Fire Department

4. **SUBJECT:** Authorization to Submit a Grant Application to the Federal Emergency Management Agency (FEMA) for \$450,000 in Assistance to Firefighters Grants Program (AFG) Grant Funds for the purpose of purchasing a Light & Air vehicle. (025)
RECOMMENDATION: Adopt a resolution authorizing: 1) The City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of \$450,000 for the purpose of purchasing a Light & Air vehicle; 2) The City Manager or designee to execute the grant agreement if grant funds are awarded to the City; 3) The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7702

Housing Department

5. SUBJECT: Housing Authority General Depository Agreement. (029)

RECOMMENDATION: Approve and authorize the Chairman to execute a general depository agreement (form HUD-51999) with Bank of America.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

Development Services Department

1. SUBJECT: Presentation on Naval Base Ventura County Joint Land Use Study. (033)

RECOMMENDATION: 1) Receive and file a presentation on the Naval Base Ventura County Joint Land Use Study; and 2) Adopt a resolution in support of the City of Oxnard's continued Collaboration with Regional Partners to Evaluate the Joint Land Use Study Recommended Strategies and Identified Compatibility Issue to Decide Feasible Steps for Implementation.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7868

L. REPORTS

Public Works Department

1. SUBJECT: Proposition 218 Protest Form and Establishing a Regular Meeting for January 19, 2016. (053)

RECOMMENDATION: 1) Provide direction to staff on including a Protest Form in the Notice of Public Hearing regarding proposed increase in Water, Wastewater, and Solid Waste Service Rates; and 2) establish Tuesday, January 19, 2016 as regular City Council meeting.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-7880

Human Resources Department

2. SUBJECT: Approval of Resolutions Authorizing Full-Time Equivalent Positions and Approving Changes to Section XII of the Personnel Rules and Regulations Setting the Classification and Salary Schedule. (055)

RECOMMENDATION: Adopt two resolutions 1) Repealing Resolutions No. 14,836, 14,851 and 14,860 authorizing full-time equivalent positions and setting the authorized full-time equivalent positions; and 2) Repealing Resolutions No. 14,837, 14,852, 14,861 setting the classification and salary schedule; and approving changes to Section XII of the Personnel Rules and Regulations setting the classification and salary schedule.

Legislative Body: CC

Contact: Tabin Cosio

Phone: 385-7590

3. SUBJECT: Third Amendment to Attorney Services Agreement for Special Counsel to Represent the City of Oxnard in a Variety of Human Resources Related Matters. (077)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Third Amendment to Attorney Services Agreement with Renne Sloan Holtzman Sakai LLP (6862-14-CA) to increase the contract amount by \$549,000 for a total not to exceed amount of \$1,089,000; and 2) Authorize an appropriation in the amount of \$235,000 cost allocated as follows: \$177,444 (or 62%) from the one time Successor Agency Residual pass-through Loan Payment, which currently resides in the General Fund Reserve fund, \$13,429 (or 5%) to Water fund, \$17,859 (or 7%) to the Wastewater fund and \$26,268 to the Environmental Resources fund (or 26%).

Legislative Body: CC

Contact: Tabin Cosio

Phone: 385-7590

Public Works Department

4. SUBJECT: Appropriate Funds from Streets Improvement Fund Balance in the amount of \$1,250,000 to the La Colonia Resurfacing, Phase I, Project 143116. (083)

RECOMMENDATION: Approve a budget appropriation in the amount of \$1,250,000 from the Street Improvement Fund Balance to the La Colonia Resurfacing, Phase I, Project 143116.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-7880

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

City Attorney Department

1. SUBJECT: Review and Discuss Whistleblower Policy Guidelines. (085)

RECOMMENDATION: Discuss a Whistleblower Policy and provide staff direction to return to Council with a recommended Whistleblower Policy for adoption.

Legislative Body: CC

Contact: Stephen Fischer

Phone: 385-7483

Finance Department

2. SUBJECT: Review of the City's Budget for the 1st Quarter – Fiscal Year 2015-16. (117)

RECOMMENDATION: Receive the first quarter Budget Status Report as of September 30, 2015.

Legislative Body: CC

Contact: Joseph Lillio

Phone: 385-7475

C. CLOSED SESSION – Continued from Page 1

1. CONFERENCE WITH LEGAL COUNSEL – LABOR NEGOTIATIONS.

- CC Agency designated representatives: J. Tabin Cosio, Director of Human Resources; Dania Torres Wong, and Jon Holtzman, City's labor attorneys. Employee organizations: International Association of Firefighters, AFL-CIO (**IAFF**), Local No. 1684; Oxnard Peace Officers' Association (**OPOA**); Service Employees International Union CTW, CLC, Local 721 (**SEIU Local 721**); International Union of Operating Engineers AFL-CIO, Local No. 501 (**IUOE Local 501**); Oxnard Public Safety Management Employees' Association (**Police Unit**); Oxnard Public Safety Management Employees' Association (**Fire Unit**); and Oxnard Mid-Managers' Association (**OMMA**); **Unrepresented employees**: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director (**Department Directors**); Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (**Confidential Mid-Managers**); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (**Confidential Employees**); unrepresented Limited Benefit Employees.

The Human Resources Director requested that this item be discussed in closed session pursuant to Government Code section 54957.6. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for employees unrepresented, and other matters within the scope of representation for represented employees.

R. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING MANUEL JIMENEZ FOR OVER THIRTY-EIGHT YEARS OF
EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Manuel Jimenez has given 38 years and 5 months of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Manuel Jimenez began his career with the City of Oxnard as a student trainee in the Streets Division on May 5, 1976; and

WHEREAS, Manuel Jimenez was promoted to Maintenance Worker Trainee on September 30, 1977 in the Streets Division; to Maintenance Worker Trainee for the Public Works Environmental Resources Division on December 23, 1979; to Street Sweeper on January 7, 1990; and finally to Solid Waste Transfer Operator on August 18, 1996; and

WHEREAS, Manuel Jimenez has served as a Solid Waste Transfer Operator to several Environmental Resources Division Managers, beginning with Division Manager John Zaragoza through current Division Manager Todd Vasquez Housley; and

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

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend Manuel Jimenez for 38 years and 5 months of exemplary service to the City of Oxnard and extend best wishes for success in all of his future endeavors.

PASSED AND ADOPTED this 17th day of November, 2015 by the following votes:

AYES:

NOES:

ABSENT:

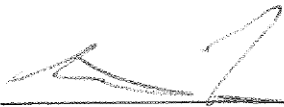
ABSTAIN:

ATTEST:

Daniel Martinez, City Clerk

Tim Flynn, Mayor

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-1

DATE: November 17, 2015

TO: City Council

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

A handwritten signature in blue ink, appearing to be "GN", located to the right of the "FROM:" field.

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
greg.nyhoff@ci.oxnard.ca.us, 385-7430

RECOMMENDATION

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

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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 11/17/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	General Services - Parks Division	Agreement for Consulting Services	\$75,051
		Ventura Regional Sanitation District ("VRSD")	Provide consulting services for Santa Clara and Coastal landfills. VRSD provides gas monitoring, storm water monitoring and reporting for the landfills. These functions are mandated in compliance with the California Water Quality Control Board, California Integrated Waste Management Board and Solid Waste Local Enforcement Agency.	
		Michael Henderson	Total Contract Amount: \$75,051 FundingSource: Golf Course	
	Current FY Amount: \$75,051			
B	Amendment	Development Services	On-call Building Plan Check and Inspection Services	\$200,000
		Jeff Pengilley	The Building and Engineering Division of the Development Services Department posted and distributed a Request for Proposal (RFP) in April 2015 for on-call building plan check and inspection services. Five proposals were received in response to the RFP. The proposals were reviewed by Building and Engineering management staff and three firms were invited to interview based on level of experience and work history. Interviews were held on July 21, 2015, and the firm, California Code Check, Inc., was selected.	
		California Code Check	The original agreement with California Code Check was approved with a not-to-exceed amount of \$25,000. This first amendment will increase the cost of the agreement to \$225,000 over the three year term. Funds to pay for these services will come from the Building and Engineering Division and Fire Department's operating budgets, which will be fully offset by Plan Check fee revenue. Some projects may also be funded by developer deposits, in which case there would be no impact to the General Fund.	
	Total Contract Amount: \$225,000 FundingSource: General Fund operating budget, offset by Plan check fee revenue.			
C	Purchase Order	Fire Department	Safety Equipment Purchase	\$36,327
		Darwin Base	Replace 15 sets of Personal Protective Equipment (PPE) that have reached / exceeded service life. Replacement of PPE is scheduled on a yearly basis because they wear out and expire per manufacturer specifications. This equipment is essential for performing the daily functions of firefighting.	
		AllStar Fire Equipment	Three quotes were obtained. Allstar was the lowest responsible bidder.	
	Total Contract Amount: \$36,327 FundingSource: General Fund			

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Attachment

City Manager Contract List for 11/17/2015

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Purchase Order	Utilities Department Thien Ng	Flo-Systems, Inc Purchase Order No. 5644	Sole Source Pump Purchase for Lift Station 29 The City owns, operates, and maintains fifteen (15) sewer lift stations that pump wastewater from low points in the wastewater collection system to manholes at a higher elevation. Lift Station No. 29 (LS #29) is located at the corner of Hemlock Street and Patterson Road. LS #29 has a capacity to pump up to 5 million gallons of wastewater per day. In 2006, the City rehabilitated LS #29. The lift station consists of a wet well, four submersible pumps, electrical and instrumentation panels, and a standby generator. The submersible pumps are configured as two (2) duty pumps and two (2) standby pumps. On July 28, 2015, two duty pumps failed. Subsequently, City Council approved the repair of the two (2) pumps. The repaired pumps will be back in service next week. As part of the maintenance program, City staff is planning to repair the remaining two pumps and purchase two (2) new pumps. This will ensure there are full back up pumps at all times. The two (2) new pumps will be stored at the wastewater treatment plant ready to put in use at any given moment. During the LS #29 rehabilitation project, Wemco pump was selected as the lowest and responsible pump manufacturer. Flo-Systems, Inc. is the only approved manufacturer representative in Southern California for Wemco Pumps. Therefore, the Wemco pumps are a sole source purchase. Total Contract Amount: \$168,759 FundingSource: Wastewater Collection Fund	\$168,759
432-3575					Current FY Amount: \$168,759

City Manager Contract List for 11/17/2015

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E Purchase Order	Utilities Kevin Watson	Consolidated Electrical Distributors, Inc. Purchase Order No. 5643	Sole Source Purchase of a Variable Frequency Drive for Well #33 At Blending Station 2 (Water Campus) Desalter, the variable frequency drive (VFD) for Well #33 failed on Thursday, October 1. This failure leaves only one well operable, preventing the City from using all pumping allocations and relying on imported water purchases. Because the current VFDs are obsolete, parts are no longer available for purchase to repair the VFD. The VFDs at the Desalter are Rockwell equipment. A limited number of Rockwell VFDs that are compatible with the current system have been located at a Rockwell supply house in Memphis, Tennessee. To allow for a second well to pump as soon as possible, staff proposes to purchase a new 755 650HP VFD from Rockwell that can be installed within 2 weeks of delivery. This is the only model staff has located that can be used in conjunction with the existing system, allowing staff to bring the drive online in a shorter amount of time without excessive and costly modifications to the system. The VFD will be purchased through Consolidated Electrical Distributors, Inc., Ventura, CA, which is the sole source, local distributor for Rockwell VFDs. Total Contract Amount: \$64,691 FundingSource: Water Operating Fund	\$64,691 Current FY Amount: \$64,691
5 Task Order	Public Works Department/Water Division Lou Balderrama	Sam Hill & Sons, Inc. Agreement No. A-7326	Non-Scheduled Emergency Repairs & Maintenance to Water Infrastructure & Appurtenance Task Order No. 71 was issued to Sam Hill and Sons, Inc., to complete the retrofit project at the River Ridge Golf Course. The work consisted of installation of 2 air-gaps as required by the California Department of Drinking Water. Even though the wells are not being used, they were a connection to the groundwater supply and must have an approved separation from the recycled water system. Project expenses are eligible for 100% reimbursement from Metropolitan Water District of Southern California with no matching cost requirement. Work was performed under the Water Non-scheduled Emergency Repairs to Water Infrastructure and Appurtenances Contract (A-7326) as approved by the City Attorney and pursuant to the Governor's Emergency Conservation Mandate. The contract was a public bid in accordance with the City's purchasing policy. Sam Hill and Sons was the lowest responsible bidder. Task Order No. 71, in the amount of \$59,207.87 leaves a balance of \$1,048,293.84 in the contract. Total Contract Amount: \$3,000,000 FundingSource: Water Operating Funds	\$59,208 Current FY Amount: \$600,000

Attachment

Page 3 of 3



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-2

DATE: November 17, 2015

TO: City Council

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

FROM: Keith Brooks, Interim Information Technology Director

SUBJECT: Second Amendment to Novacoast, Inc. Agreement (Agreement No. 5582-11-CM)

CONTACT: Tom Clock, Systems Administrator
Tom.clock@ci.oxnard.ca.us, 385-7558

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment with Novacoast, Inc. (5582-11-CM) to increase the amount by \$300,000 for a total of \$525,000, for technical consulting services in the areas of network infrastructure, website design, and operating system support.

BACKGROUND

Novacoast was selected on September 15 of 2011 after an RFP was released on August 4, 2011 for technical consulting for the City's Computer network. Staff carefully examined the ten proposals received and very few had any Novell experience, and several hired different contractors for each project. Novacoast's pricing was in the lower range of the proposals received. This agreement was first amended on June 30, 2014. The first amendment increased the not to exceed amount from \$100,000 to a not to exceed amount of \$225,000. The first amendment also extended the term of the contract from June 30, 2014 to June 30, 2016. Because there are few consulting companies that can address the complex technological and infrastructure needs of the City, Novacoast was selected and has become familiar with the City's network in the areas of Infrastructure, eMail and Network Operating Systems. Because of this extensive knowledge in several areas of the City's network, Novacoast is able to service the City in a more efficient and expert capacity compared to other consulting companies.

Novacoast will provide technical consulting on an as-needed basis for short-term projects, including system upgrades, migrations, support, website design and troubleshooting on a variety of hardware and software

FINANCIAL IMPACT

There is sufficient funding available to cover the amended value of the contract. Funding will be provided from the Network Infrastructure Upgrade Project 147302 which has an unencumbered balance of \$343,813.

ATTACHMENTS

Attachment No. 1 – Second Amendment to Novacoast, Inc.

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of October, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Novacoast, Inc. (Vendor). This Second Amendment amends the Agreement entered into on September 15, 2011, by City and Vendor. The Agreement has previously been amended on June 30, 2014 by a First Amendment.

City and Vendor agree as follows:

1. In Paragraph 4 of the Agreement, the statement "The total amount of this Agreement is not to exceed \$225,000." is deleted and replaced with "The total amount of this Agreement is not to exceed \$525,000."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

NOVACOAST INC.

Tim Flynn, Mayor

Janice Newlon, C.O.O.

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Joseph Lillio, Risk Manager

APPROVED AS TO CONTENT:

Tom Clock, Project Manager



NOVACOA-01

BOBE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2015

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

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

PRODUCER Brown & Brown Insurance License # 0D04053 P.O. Box 61010 Santa Barbara, CA 93160-1010		(805) 965-0071	CONTACT NAME: Leanna Merritt PHONE (A/C, No, Ext): (805) 690-2638 FAX (A/C, No): (805) 690-2738 E-MAIL ADDRESS: lmerritt@bbofcal.com																					
INSURED Novacoast, Inc. 1505 Chapala Street Santa Barbara, CA 93101		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Property Casualty Co of America</td><td>25674 AH</td></tr><tr><td>INSURER B:</td><td>Travelers Casualty and Surety Company of America</td><td>36161 AH</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity Company of Connecticut</td><td>25682 AH</td></tr><tr><td>INSURER D:</td><td>Travelers Property Casualty Insurance Company</td><td>36161 A+4</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Casualty Co of America	25674 AH	INSURER B:	Travelers Casualty and Surety Company of America	36161 AH	INSURER C:	Travelers Indemnity Company of Connecticut	25682 AH	INSURER D:	Travelers Property Casualty Insurance Company	36161 A+4	INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	☒ ☒	6303C650455	12/18/2014	12/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	☒ ☒	BA8D467344	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP3C650455	12/18/2014	12/18/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	UB9126M210	12/18/2014	12/18/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Employee Theft of Client Prop		105702763	12/18/2014	12/18/2015	\$3,000,000 Retention \$50,000
B	Professional Liability		ZPL61M21718	12/18/2014	12/18/2015	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Oxnard, its City Council, officers, employees and volunteers are included as Additional Insured under the General Liability per the attached form CG D4 17 01/12 & the Auto Liability per the attached form CA T3 53 03 10. Waiver of Subrogation applies to the General Liability, Auto Liability & the Workers Compensation per the attached forms CG D4 17 01/12, CA T3 53 03 10, & WC 04 03 06 (01) - 001.

CERTIFICATE HOLDER City of Oxnard 300 W. 3rd Street Rm 200 Oxnard, CA 93030-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bethel Boichardt</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion</p> <p>B. Non-Owned Watercraft Less Than 75 Feet</p> <p>C. Aircraft Chartered With Pilot</p> <p>D. Damage To Premises Rented To You</p> <p>E. Increased Supplementary Payments</p> <p>F. Who Is An Insured – Employees And Volunteer Workers – First Aid</p> <p>G. Who Is An Insured – Employees – Supervisory Positions</p> <p>H. Who Is An Insured – Newly Acquired Or Formed Organizations</p> <p>I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> <p>J. Blanket Additional Insured – Lessors Of Leased Equipment</p> | <p>K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> <p>L. Blanket Additional Insured – Broad Form Vendors</p> <p>M. Who Is An Insured – Unnamed Subsidiaries</p> <p>N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> <p>O. Medical Payments – Increased Limits</p> <p>P. Contractual Liability – Railroads</p> <p>Q. Knowledge And Notice Of Occurrence Or Offense</p> <p>R. Unintentional Omission</p> <p>S. Blanket Waiver Of Subrogation</p> |
|---|--|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION**

Do not add this form to a policy. It is for informational use only.

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

- 1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- 2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

- 3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

- 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

- 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

- 6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

- 7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

Do not add this form to a policy. It is for informational use only.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

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COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

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Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
- c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;

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COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV - BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 04 03 06 (01) — 001

POLICY NUMBER: UB9126M210

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

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

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

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE % OF THE CALIFORNIA WORKERS' COMPENSATION PREMIUM OTHERWISE DUE ON SUCH REMUNERATION.

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

DATE OF ISSUE: 12-16-2014 ST ASSIGN:

ATTACHMENT 1
PAGE 13 OF 13



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-3

DATE: November 17, 2015

TO: City Council

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

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Project Specification No. GS12-09 for Sewer Replacement at 273 E. Fifth Street

CONTACT: Cynthia Daniels, Project Manager
Cynthia.daniels@ci.oxnard.ca.us, 385-7871

RECOMMENDATION

That City Council adopt plans, specifications, and working details for Project Specification No. GS12-09 to replace a damaged sewer line at 273 E. Fifth Street.

BACKGROUND

The capital improvement project for Project Specification No. GS12-09 replaces a damaged sewer line serving the city-owned building occupied by the Union Pacific Railroad Co. (UPRR). The building and property were acquired from UPRR in 2005 as part of the improvements for the Oxnard Transit Center parking expansion. The building was poorly maintained by UPRR. It appears the existing sewer line under the railroad tracks (west of the building) has been damaged for a long time. The line barely functions, and city wastewater staff has cleared the line more than once, the most recent event being in mid-October of this year. The improvements will provide a new sewer connection and pump routed away from the railroad tracks, and closure of the damaged sewer line.

FINANCIAL IMPACT

The sewer line replacement will be funded by TDA funding to be appropriated to existing OTC Sewer Replacement Project No. 143104. After the project bids are received and evaluated, staff will return to City Council to recommend award to the lowest responsive bidder and appropriate funding.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-4

DATE: November 17, 2015

TO: City Council

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

A handwritten signature in dark ink, appearing to be "G. Nyhoff", written over the text for the "THROUGH" field.

FROM: Jeri Williams, Interim Fire Chief

A handwritten signature in dark ink, appearing to be "J. Williams", written over the text for the "FROM" field.

SUBJECT: Authorization to Submit a Grant Application to the Federal Emergency Management Agency (FEMA) for \$450,000 in Assistance to Firefighters Grant Program (AFG) Grant Funds for the Purpose of Purchasing a Light & Air Vehicle

CONTACT: Darwin Base, Interim Assistant Fire Chief
Darwin.base@ci.oxnard.ca.us, 385-7704

RECOMMENDATION

That City Council adopt a resolution authorizing:

1. The City Manager to submit a grant application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of \$450,000 for the purpose of purchasing a Light & Air vehicle;
2. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
3. The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions;
4. The Fire Chief or designee to submit non-financial reports.

BACKGROUND

The City of Oxnard is eligible to submit a grant application to FEMA for consideration of federal funds totaling \$450,000. Fire Departments are eligible to apply to the FEMA Assistance to Firefighter Grants program (AFG) to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on an annual basis. The grant funds will provide for a Light & Air vehicle, if awarded.

The Light & Air vehicle grant application is for \$450,000 and would provide funds to purchase an emergency response vehicle capable of providing breathing air to fill self-contained breathing apparatus tanks, dive tanks and lighting at the scene of an incident, not only for the Fire Department but as a City resource for other City departments. This vehicle would replace a 2002 Fire Department vehicle with approximately 157,000 miles. This grant application is agency specific to the Oxnard Fire Department. There is a matching funds requirement of 10% (\$45,000) of the grant, if awarded.

FINANCIAL IMPACT

There is a matching funds requirement of 10% for the grant, if awarded. The grant is for \$450,000 and the total matching funds for the grant application would be \$45,000. The Fire Department would provide the \$45,000 matching funds requirement for the Light & Air vehicle from Fire Operating General Fund Capital Outlay Account 101-2201-802.86.06. The grant, if awarded, would be funded and the match will be provided in FY 2016-2017.

ATTACHMENTS

Attachment No. 1 – Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of an application to the Federal Emergency Management Agency (FEMA) for \$450,000 in Assistance to Firefighter (AFG) grant funds to be used for a Light & Air emergency response vehicle.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of the grant application by the City Manager for a Light & Air emergency response vehicle. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 17th day of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

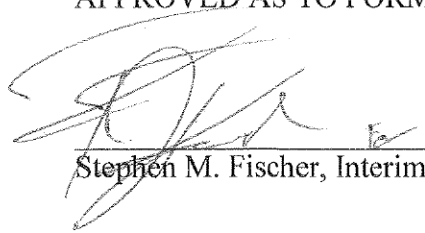
ABSTAIN:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen M. Fischer, Interim City Attorney



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: I-5

DATE: November 17, 2015

TO: Housing Authority Board of Commissioners

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

FROM: Arturo Casillas, Housing Director 

SUBJECT: Housing Authority General Depository Agreement

CONTACT: Rhonda Hodge, Housing Finance Officer
rhodge@oxnardhousing.org, 385-7889

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the Chairman to execute a general depository agreement (form HUD-51999) with Bank of America.

BACKGROUND

Under Section 13 of the Consolidated Annual Contributions Contract ("CACC") for the Section 8 Housing Choice Voucher program and Section 9 of the CACC for the low-rent public housing program, the Housing Authority of the City of Oxnard ("OHA") is required to execute a General Depository Agreement (form HUD-51999) with all financial institutions in which it deposits Department of Housing and Urban Development ("HUD") funds.

Bank of America is the institution with which the OHA deposits program funds, therefore a General Depository Agreement between the OHA and Bank of America is required to be filed with HUD. The agreement requires the deposits to be insured by the Federal Depository Insurance Corporation (FDIC) and any portion not FDIC insured to be fully and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD. Additionally, the agreement requires that HUD be a third party beneficiary of the agreement.

FINANCIAL IMPACT

None

ATTACHMENTS

Attachment 1-General Depository Agreement

This Agreement, entered into this 19th day of October, 2015 by and between
Housing Authority of the City of Oxnard
(herein called the "HA"), a duly organized and existing public body corporate and politic of the
of
and Bank of America, N.A.
(herein called the "Depository"), located at 275 Valencia Ave., 1st Floor, Brea, CA 92823

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more contracts (herein called the "Contract") with the HA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the Contract the HA is required to select as depositories of its funds, financial institutions whose deposits or accounts are insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Share Insurance Fund (NCUSIF) as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by the FDIC Corporation or NCUSIF.
2. All monies deposited by the HA with the Depository shall be credited to the HA in a separate interest bearing deposit or interest bearing accounts, designated
Accounts" (herein the "Accounts"). Any portion of HA Funds not insured by a Federal Insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD in a notice. Collateralization is required on a daily basis at the end of the business day. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The HA shall have possession of the securities (or the HA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the HA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If the HA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.
3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the HA by an officer or member designated by resolution of the Board of Directors of the HA to have such authority. To assist the Depository in its obligation, the HA shall furnish the Depository with a certified copy of the resolution.
4. Any securities received from the HA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the HA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt.
5. If the Depository receives written notice from HUD that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the HA from said Accounts until the Depository is authorized to do so by written notice from HUD.
6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the Contract, and shall be under no duty to investigate or determine whether any action taken by either the HA or HUD in respect of the Accounts are consistent with or are authorized by the Contract or whether either HA or HUD is in default under the provisions of the Contract. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the HA and HUD. This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository

hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall provide the HA with remote, electronic access to the Accounts for the purpose of monitoring the crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD.

11. **Strike this paragraph if inapplicable:** Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the HA are hereby terminated and all monies and securities of the HA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the HA pursuant to and in accordance with the provisions of this Agreement.

12. For use only in certain States that have statutes that prohibit HAs from implementing paragraph 2. Strike this paragraph if paragraph 2 applies:

At no time shall the HA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or other wise, the Depository shall promptly, as directed by the HA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the HA or, (b) on behalf of the HA, purchase securities approved for investment by the HA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the HA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated _____.

Income or other proceeds from securities held in the Securities Account shall, as directed by the HA, upon receipt, be paid to or on behalf of the HA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the HA from the Accounts are to be permitted, the Depository shall not honor any directive from the HA to sell securities, or permit any withdraws by the HA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the HA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the HA and hold such securities in the Securities Account.

13. Notice required under the terms and conditions of this agreement shall be deemed to have been given when it made by:

_____	on behalf of _____	Organization PHA)
Title		
Patty Ramirez, Director	on behalf of	Bank of America, N.A.
Bank of America, N.A.		2001 Clayton Road, Building B.
275 Valencia Ave., 1 st Floor		Attn: Account Restrictions Team
Mailcode: CA7-701-01-73		Mailcode: CA4-702-02-37
Brea, CA 92823		Telephone: 925.675.7169
Telephone: 714.577.1494		Facsimile: 877.207.2524
		Organization (Depository)

_____	on behalf of _____	Organization (HUD)
Title		

Notice shall be made in writing. Notice may be delivered in person, by United States Postal Service mail, by receipted commercial mail delivery, by facsimile machine or other electronic means that clearly identifies the sender as one of the persons so authorized in this paragraph. Notice shall be considered immediate if delivered not later than 2:00 p.m. local bank time. Notice received by 2:00 p.m. local bank time shall be implemented by the Depository by 5:00 p.m. on the business day on which the notice was deemed received by the Depository's designee referenced above. Notice delivered after 2:00 p.m. local bank time shall be considered received and effective at the

opening of the following business day. Business day means every day except Saturdays, Sundays and federal holidays.

In Witness Whereof, the HA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

HA

(SEAL)

ATTEST:

By

Chairman

Secretary

Depository

By

Patty Ramirez, Director

(SEAL)

ATTEST:



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Appointment Item

AGENDA ITEM NO.: K-1

DATE: November 17, 2015

TO: City Council

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

FROM: Ashley Golden, Director
Development Services Department

SUBJECT: Presentation on Naval Base Ventura County Joint Land Use Study

CONTACT: Ashley Golden, Development Services Director
ashley.golden@ci.oxnard.ca.us, 385-7896

RECOMMENDATION

1. Receive and File a Presentation on the Naval Base Ventura County Joint Land Use Study.
2. Adopt a Resolution in Support of the City of Oxnard's continued Collaboration with Regional Partners to Evaluate the Joint Land Use Study Recommended Strategies and Identified Compatibility Issues to Decide Feasible Steps for Implementation.

BACKGROUND

The Naval Base Ventura County (NBVC) Joint Land Use Study (JLUS) is a cooperative planning effort conducted in collaboration with NBVC, surrounding Cities, County of Ventura, State and Federal agencies, and a number of other community stakeholders. The NBVC JLUS was funded through a grant from the Department of Defense, Office of Economic Adjustment and contributions by the designated local sponsor, Ventura County Transportation Commission.

The primary objective of a JLUS is to reduce potential operational mission compatibility conflicts between a military installation and surrounding areas while accommodating new growth and economic development, sustaining economic vitality, and protecting the general public's health and safety. JLUS projects have three core objectives: understanding, collaboration and actions. These objectives promote increased communication and collaboration to safeguard the mission of an installation from future incompatible development as well as developing and implementing strategies for reducing effects of incompatible activities.

The NBVC JLUS Study Area was designed to address all lands near NBVC that may impact current or future military operations or be impacted by military operations, including portions of unincorporated

Ventura County, Cities of Camarillo, Oxnard, and Port Hueneme, San Nicolas Island, and the Point Mugu Sea Range. The final NBVC JLUS Report includes 139 recommended strategies that address 82 compatibility issues developed by the public and study partners, as described in more detail in the NBVC JLUS Report which is available on the NBVC JLUS website: www.nbvcjlus.org.

The JLUS planning process was guided by two committees composed of community, agency, organizational and military representatives: the Policy Committee and a Technical/Advisory Committee. There were a number of public workshops where residents provided valuable feedback throughout the process. Residents were able to provide feedback through the NBVC JLUS website.

It is the vision of the Department of Defense as well as the Office of Economic Adjustment that local jurisdictions establish their own course of action to implement a JLUS. We have invited Matrix Design Group, the NBVC JLUS consultants, to present an overview of the final report and urge the Council's support to remain engaged with regional partners in reviewing the recommended strategies and identified compatibility issues to determine feasible next steps.

FINANCIAL IMPACT

None

ATTACHMENTS

Attachment 1 – NBVC JLUS Resolution

Attachment 2 – NBVC JLUS Executive Summary

Attachment 3 – NBVC JLUS Report

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD SUPPORTING COLLABORATION WITH REGIONAL PARTNERS TO EVALUATE THE NAVAL BASE VENTURA COUNTY JOINT LAND USE STUDY RECOMMENDED STRATEGIES AND IDENTIFIED COMPATIBILITY ISSUES TO DECIDE FEASIBLE STEPS FOR IMPLEMENTATION

WHEREAS, The Naval Base Ventura County (NBVC) Joint Land Use Study (JLUS) is a cooperative planning effort, in a defined study area, to identify compatibility guidelines within, and adjacent to, active military installations. Its primary objective is to establish and encourage a working relationship among military installations and stakeholders in the area to act as a team to prevent and / or reduce encroachment issues associated with current and future missions and local growth; and

WHEREAS, NBVC is the premier US Naval Base for fleets testing, evaluation, training and experimentation in all conflict scenarios and a premier naval construction mobilization base. NBVC has been an integral part of Ventura County through direct and indirect employment, operations, and maintenance contracts, and as an active member in the local community. In 2013, it was recognized that NBVC supported over 20,060 military and civilian personnel that generated an annual economic impact of two billion dollars; and

WHEREAS, the NBVC JLUS defined study area was designed to address all lands near NBVC that may impact current or future military operations or be impacted by military operations, including portions of unincorporated Ventura County, Cities of Camarillo, Oxnard, and Port Hueneme, San Nicolas Island, and the Point Mugu Sea Range; and

WHEREAS, conducted in collaboration with NBVC installation personnel, the JLUS stakeholders included surrounding Cities; County of Ventura; State and Federal agencies; Local, County, Regional, and State planning, regulatory, and land management agencies; advocacy organizations; non-governmental organizations; and a number of other special interest stakeholders including educational institutions; and

WHEREAS, the NBVC JLUS effort was funded through a grant from the Department of Defense, Office of Economic Adjustment and contributions by the designated local sponsor, Ventura County Transportation Commission. The content of the JLUS is produced by and for the local stakeholders; and

WHEREAS, the JLUS planning process was guided by two committees composed of community, agency, organizational and military representatives: the Policy Committee and a Technical / Advisory Committee. There were a number of public workshops where residents provided valuable feedback throughout the process; and

WHEREAS, the final NBVC JLUS Report includes 139 recommended strategies that address 82 compatibility issues developed by the public and study stakeholders. The JLUS Policy Committee accepted the document and recommended that project partners commit to continued regional collaboration to evaluate the JLUS recommended strategies and identified compatibility issues.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to support the continued collaboration with regional partners to evaluate the NBVC JLUS recommended strategies and identified compatibility issues to decide feasible steps for implementation. The City Council further recognizes the Navy Base Ventura County Joint Land Use Study as a resource to help preserve long-term compatibility between NBVC and the surrounding areas and to better protect health, safety, and welfare.

PASSED AND ADOPTED THIS 17th day of November, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

EXECUTIVE SUMMARY



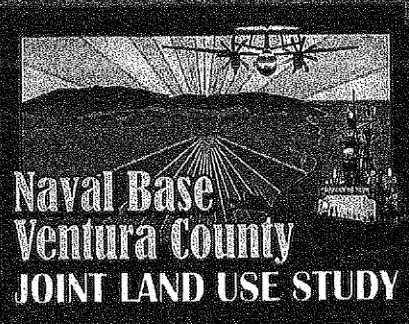
Naval Base Ventura County JOINT LAND USE STUDY

The NBVC Joint Land Use Study (JLUS) was conducted as a collaborative planning effort that included the following project partners:

Ag Innovations Network
California Air National Guard
California Coastal Conservancy
California State University Channel Islands (CSUCI)
Camarillo Sustainable Growth
Channel Islands Beach Communities Service District
Channel Islands Harbor Department
City of Camarillo
City of Oxnard
City of Port Hueneme
County of Ventura
County of Ventura, Department of Airports

Economic Development Collaborative - Ventura County (EDC-VC)
Environmental Coalition of Ventura County
Environmental Defense Center
Farm Bureau of Ventura County
Naval Air Systems Command (NAVAIR)
Naval Base Ventura County (NBVC)
Oxnard Chamber of Commerce
Oxnard Harbor District
Pleasant Valley Recreation and Park District

Regional Defense Partnership - 21st Century (RDP-21)
Sierra Club
Save Open Space and Agricultural Resources (SOAR)
Ventura County Economic Development Association (VCEDA)
Ventura County Local Agency Formation Commission (LAFCo)
Ventura County Transportation Commission (VCTC)
Ventura/Santa Barbara Counties Small Business Development Center
Watershed Protection District



What Is a Joint Land Use Study?

A Joint Land Use Study (JLUS) is a cooperative planning effort conducted as a joint venture between an active military installation, surrounding cities and counties, state and federal agencies, organizations and the public. The Naval Base Ventura County (NBVC) JLUS was funded through a grant from the Department of Defense (DOD), Office of Economic Adjustment (OEA) and contributions by Ventura County Transportation Commission, the JLUS project manager.

The JLUS was developed under the guidance of three main objectives.

Understanding. Convene community and military representatives to identify, confirm, and understand the compatibility issues in an open forum, taking into consideration both community and NBVC perspectives and needs. This includes public awareness, education, and input as part of a cohesive outreach program.

Collaboration. Encourage cooperative land use and resource planning by NBVC, federal and state agencies, and neighboring jurisdictions so that future plans and development are compatible with the training and operational missions at NBVC. Concurrently, seek ways to reduce operational impacts on adjacent lands within the Study Area.

Actions. Provide a set of mutually supported tools, activities, and procedures (strategies) that local jurisdictions, federal and state agencies, and NBVC can implement in order to avoid and reduce compatibility issues. The strategies proposed include both operational measures to mitigate installation impacts on surrounding communities and local government and agency approaches to reduce community impacts on military operations. These strategies will help decision makers resolve compatibility issues and prioritize projects within the annual budgeting process of their respective agency / jurisdiction.

Compatibility Assessment

Compatibility, in relation to military readiness, can be defined as the balance or compromise between community needs and interests and military needs and interests. The goal of compatibility planning is to promote an environment where both community and military can coexist successfully. A number of factors influence whether community and military plans, programs, and activities are compatible or in conflict. To provide a comprehensive assessment of potential compatibility issues, the NBVC JLUS process looked at 25 compatibility factors (topics). These factors included topics such as land use, marine environments, noise and vibration, safety, and vertical obstructions.

COMPATIBILITY FACTORS			
AQ	Air Quality	LAS	Land/Air/Sea Space
AT	Anti-Terrorism/Force Protection	LU	Land Use
BIO	Biological Resources	LEG	Legislative Initiatives
CA	Climate Adaptation	LG	Light and Glare
COM	Coordination/Communication	MAR	Marine Environments
CR	Cultural Resources	NOI	Noise
DSS	Dust/Smoke/Steam	PT	Public Trespassing
ED	Energy Development	RC	Roadway Capacity
FSC	Frequency Spectrum Capacity	SA	Safety Zones
FSI	Frequency Spectrum Interference/Impedance/Interference	SNR	Scarcely Natural Resources
HA	Housing Availability	VO	Vertical Obstructions
IE	Infrastructure Extensions	V	Vibration
		WQ	Water Quality/Quantity

Collaborative Planning

The JLUS planning process was designed to create a locally relevant study that builds consensus and obtains support from the stakeholders involved. The public was instrumental in the development of this JLUS by providing their perspective and feedback, both in the JLUS public workshops and through the use of the interactive project website: www.nbvcjlus.org.

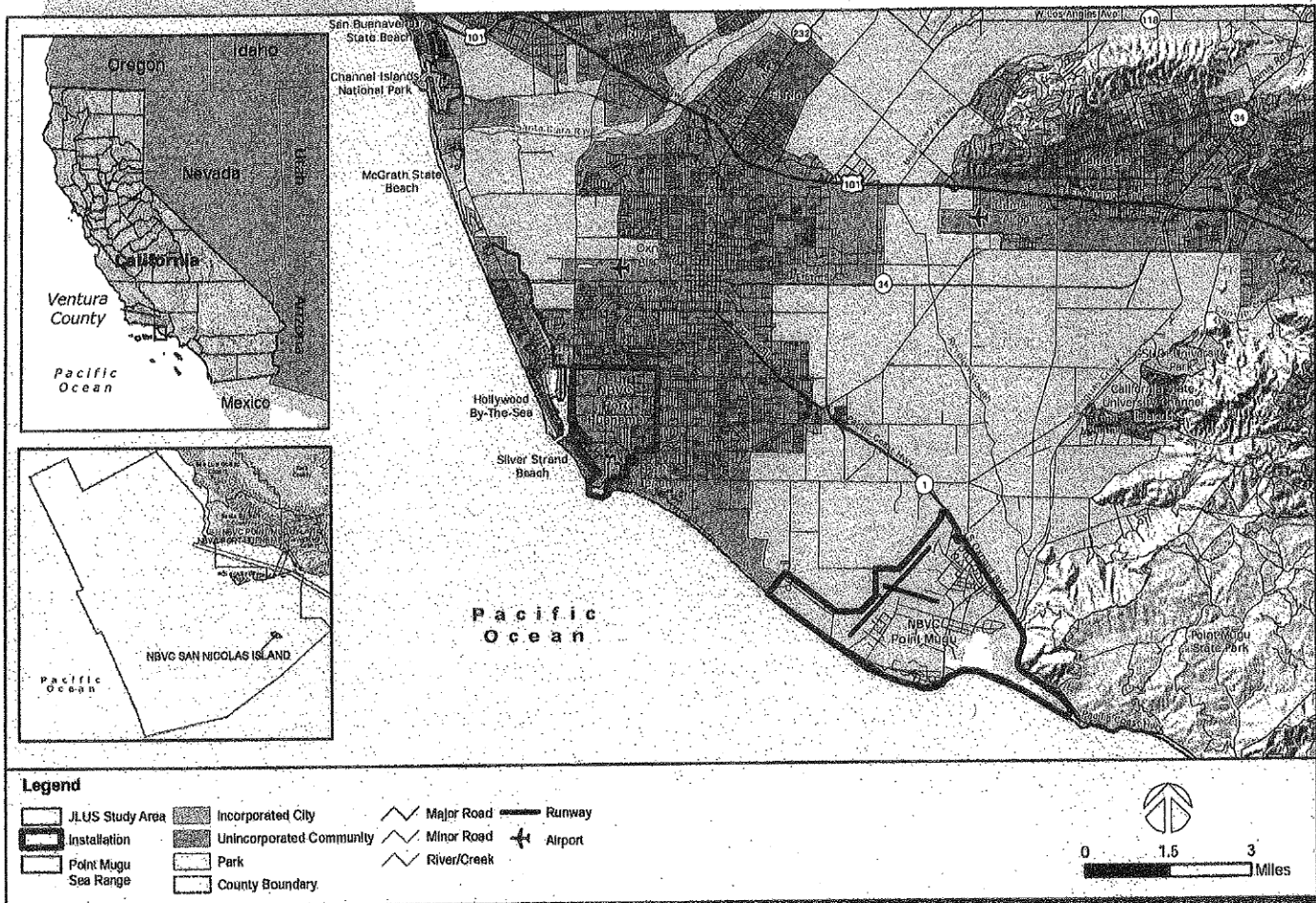
The development of the project was also guided by two committees composed of community, agency, organizational and military representatives.

- **Policy Committee (PC).** This committee was made up of elected officials and leaders representing jurisdictions in the Study Area, federal and state agency officials, and military leadership. The PC is responsible for the ultimate direction and content of the JLUS.

- **Technical / Advisory Committee (TAC).** This committee was made up of staff representatives from local jurisdictions, agencies and organizations. The TAC helped identify and address technical issues, provide feedback on report development, and assist in the development and evaluation of the recommended strategies.

EXECUTIVE SUMMARY

NBVC JLUS Study Area



The NBVC JLUS Study Area was designed to address all lands near NBVC that may impact current or future military operations or be impacted by these military operations. The Study Area covers portions of unincorporated Ventura County; the cities of Camarillo, Oxnard, and Port Hueneme; San Nicolas Island; and the Point Mugu Sea Range.

The primary characteristics evaluated to determine the Study Area included the 25 compatibility factors and their association

with military mission readiness and community zoning and development functions, e.g. land uses, infrastructure extensions, safety, noise, and vibration.

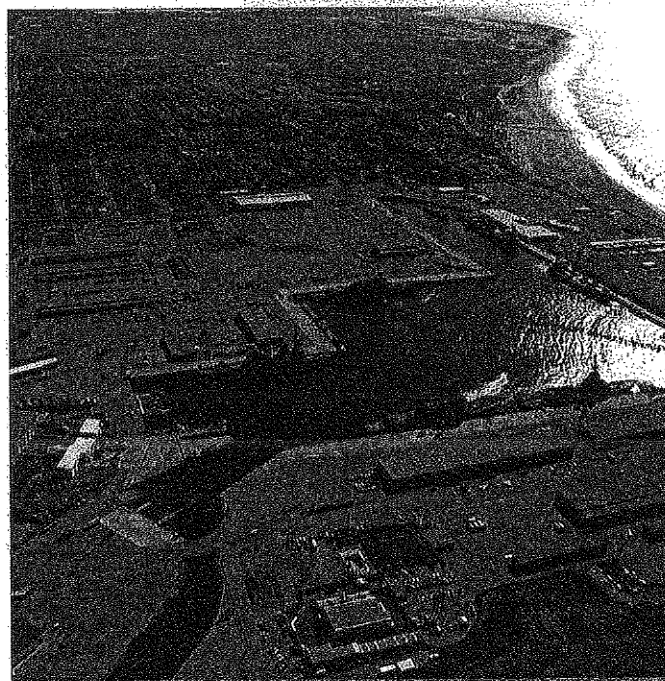
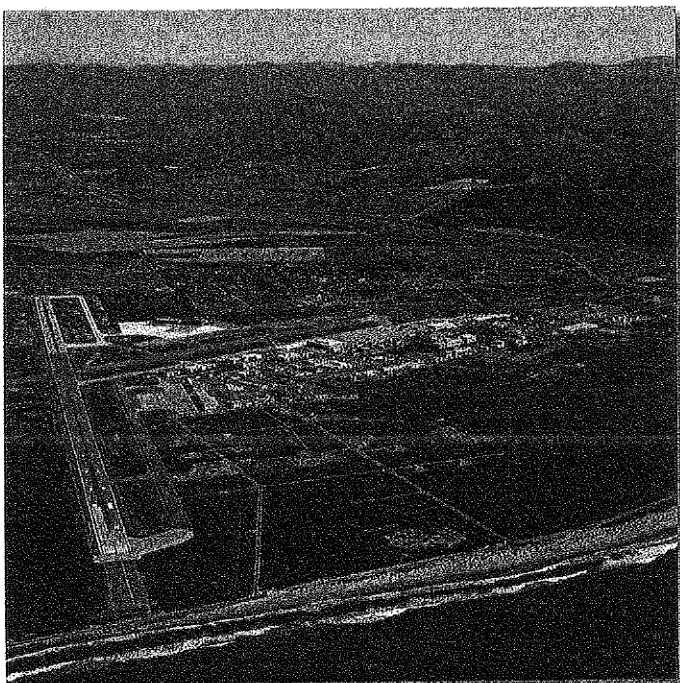
Geographically, the JLUS Study Area encompasses an area primarily referred to as the Oxnard Plain, coastal locations in Ventura County from the county line north to about Channel Islands National Park, the western edge of the Santa Monica Mountains, and the Pacific Ocean.

JLUS Recommended Strategies

The heart of the NBVC JLUS is the set of 139 recommended strategies that address the 82 compatibility issues identified. Since the NBVC JLUS is the result of a collaborative planning process, the strategies represent a true consensus plan — a realistic and coordinated approach to compatibility planning developed with the support of stakeholders involved throughout the process. The strategies developed are uniquely tailored for this JLUS and respect the local context.

The key to the implementation of the strategies is the establishment of a JLUS Coordination Committee to oversee the JLUS execution. Through this committee, local jurisdictions, NBVC, federal and state agencies, and other interested parties can continue their initial work together to establish procedures, recommend or refine specific actions for members, and make adjustments to strategies over time to ensure that the JLUS continues to resolve key compatibility issues into the future. Concurrent with the efforts of the JLUS Coordination Committee, each project partner is responsible for establishing their own course of action to implement the strategies unique to them through collaboration of their leadership, planners, and the public.

The strategies developed during the JLUS process are described in detail in Chapter 6 of the JLUS Report. The list on the following page provides a highlight of the key recommended strategies that were developed and agreed to by the JLUS partners.



EXECUTIVE SUMMARY

Common Strategies for the Entire Study Area



Air Quality

- Update Air Quality Management Plan
- Look into ways to reduce naval emissions



Climate Change

- Develop climate change impact assessment



Coordination / Communication

- Establish a JLUS Coordination Committee
- Develop memorandum of understanding (MOU) among JLUS Coordination Committee members
- Enhance and maintain a GIS data clearinghouse
- Develop and maintain Military Compatibility Areas (MCAs) with subzones
- Establish communication procedures for mission activities and changes
- Encourage use of media methods and existing websites to disseminate information



Dust / Smoke / Steam

- Communication on visibility issues



Energy Development

- Policies for military compatibility on location of renewable energy facilities
- Coordinate development plans with the Navy
- Coordinate with DOD Siting Clearinghouse



Frequency Spectrum Impedance / Interference

- Identify and map areas of frequency concern
- Create frequency string and review guidelines
- Develop informational brochure
- Conduct frequency interference assessment



Infrastructure Extensions

- Coordination on infrastructure and storm water improvement planning
- Update Callagras Creek Watershed Management Plan



Land Use

- Update Airport Comprehensive Land Use Plan
- Update municipal service review process
- Update plans and amend regulations with AKCZ recommended land uses
- Support land use policies and laws that prevent encroachment
- Engage Readiness and Environmental Protection Integration funding
- Amend Conditional Use Permit / Special Use Permit regulations



Land / Sea / Air Spaces

- Coordination on unmanned aerial systems



Legislative Initiatives

- SOAR ordinance renewal process



Light and Glare

- Dark skies ordinances (standard conditions of approval)



Marine Environments

- Update tsunami information
- Create coastal regional sediment action committee



Roadway Capacity

- Traffic modeling of areas adjacent to NBVC facilities



Safety Zones

- Maintain and promote websites for information on safety concerns and areas



Vertical Obstructions

- Amend plans and zoning ordinances for imaginary surfaces heights and slopes

NBVC Point Mugu Strategies



Biological Resources

- Update general plans within Calleguas Creek watershed



Dust / Smoke / Steam

- Identify dust / smoke sensitive areas



Land Use

- Update general plans and zoning ordinances with Air Installation Compatible Use Zone (AICUZ) recommendations
- Update California State University Channel Islands Master Plan
- Amend nonconforming use regulations



Land / Sea / Air Spaces

- Conduct an airspace study
- Amend the Ventura County Non-Coastal Zoning Ordinance



Light and Glare

- Develop ordinances for renewable energy development



Noise and Vibration

- Update general plans and amend zoning ordinances and municipal codes for noise attenuation standards
- Monitor and track flight operations



Safety Zones

- Update plans and amend zoning ordinances to incorporate Bird/Wildlife Aircraft Strike Hazard (BASH) and AICUZ recommendations for safety



Water Quality / Quantity

- Develop an integrated flood management plan

NBVC Port Hueneme Strategies



Anti-Terrorism / Force Protection

- Perform a parking study
- Update County Coastal Area Plan
- Develop MOU to share resources for waterside security
- Landscaping to provide visual barrier for base



Coordination / Communication

- Maintain signage for commercial deliveries
- Enhance communications for commercial deliveries



Land Use

- Coordination on capital improvements



Land / Sea / Air Spaces

- Feasibility study for widening turning basin
- Capacity assessment of Wharves B and C



Marine Environments

- Continue wildlife / marine mammal strike hazard coordination
- Conduct a marine mammal location study



Roadway Capacity

- Update capital improvement plans to address circulation near Port Hueneme gates
- Access planning for peak hours
- Update regional transportation plan and local general plan transportation elements



Water Quality / Quantity

- Amend regulations for wildlife waste management

Point Mugu Sea Range Strategies



Air Quality

- Monitor new commercial shipping regulations for military compatibility



Energy Development

- Identify and map locations for off-shore renewable energy development

EXECUTIVE SUMMARY

Geographic Relevance

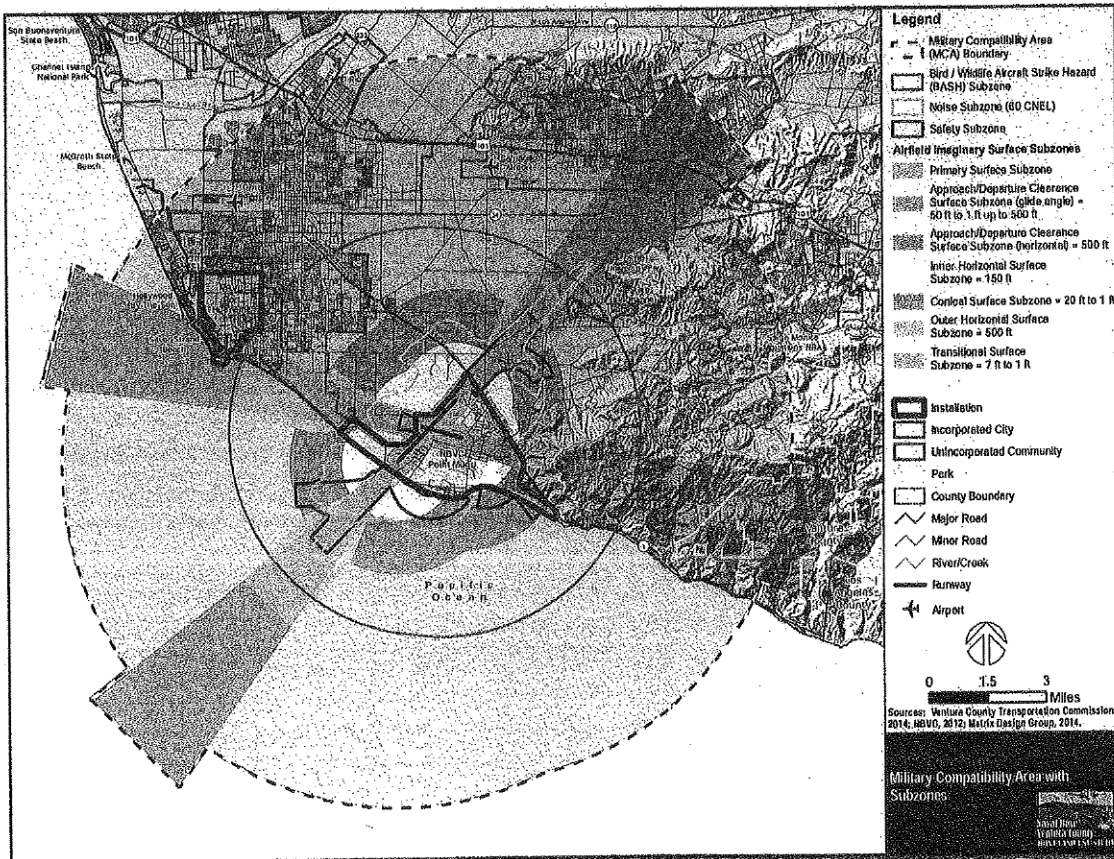
A key to guiding compatible development and activities without overregulation is the establishment of three Military Compatibility Areas (MCAs) and their associated subzones. The MCA maps and subzone maps (described below and on the following pages) illustrate the geographic areas where specific JLUS strategies are to be applied. This technique ensures that the strategies are applied to the appropriate areas, and that locations deemed not subject to a specific compatibility issue are not adversely impacted by regulations inappropriate for their location or circumstance.

The MCAs were designed to accomplish the following:

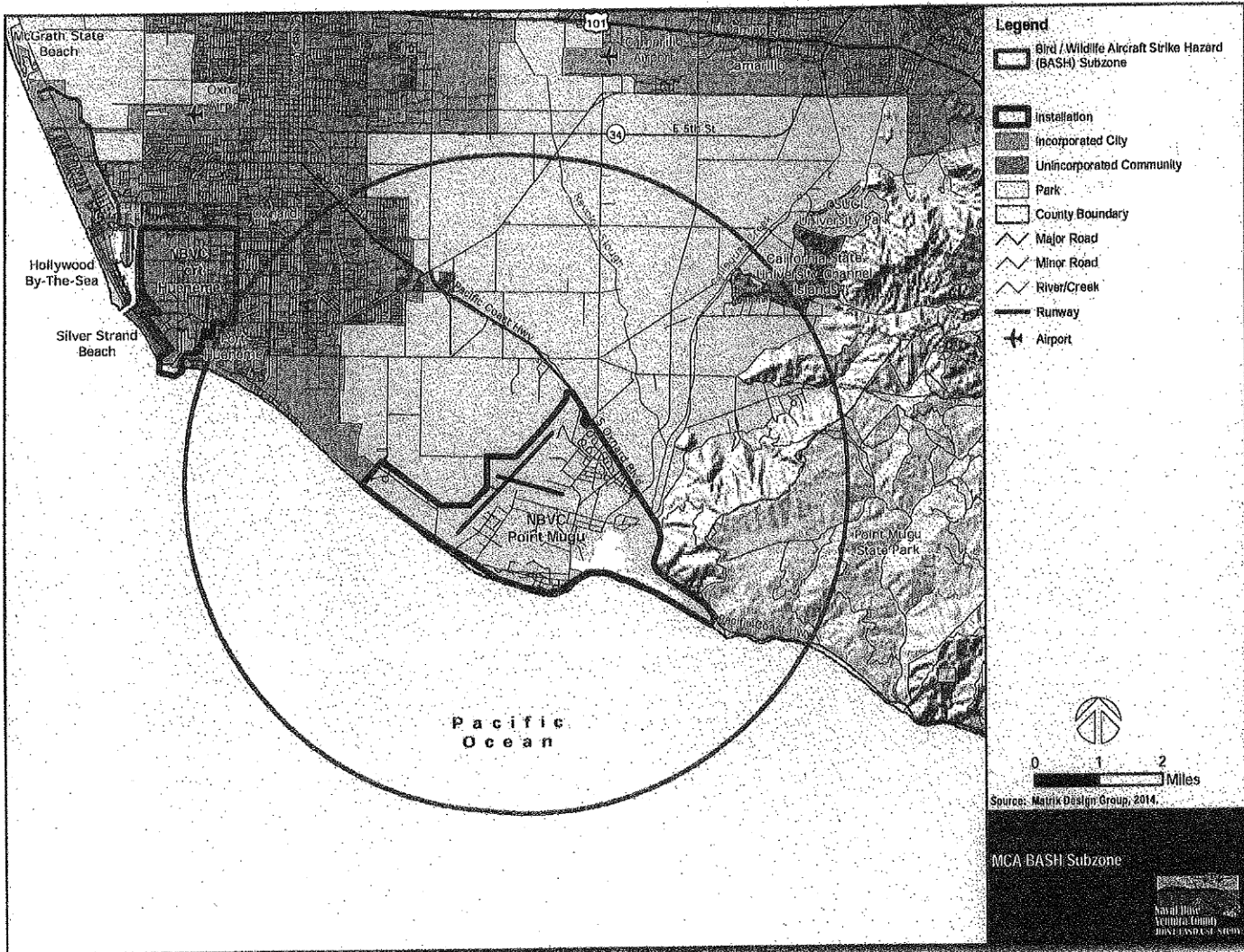
- ① Promote an orderly transition between community and military land uses so that land uses remain compatible;
- ② Protect public health, safety, and welfare;
- ③ Maintain operational capabilities of military installations and areas;
- ④ Promote an awareness of the size and scope of military training areas to protect areas separate from the actual military installation (e.g., critical air space) used for training purposes; and
- ⑤ Establish compatibility requirements within the designated area, such as requirements for sound attenuation and aviation easements.

NBVC Point Mugu MCA

The NBVC Point Mugu MCA encompasses four subzones: Bird / Wildlife Aircraft Strike Hazard (BASH), Safety, Noise, and Airfield Imaginary Surfaces.



NBVC Point Mugu MCA BASH Subzone

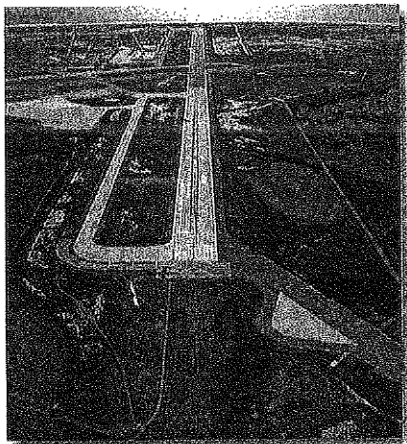
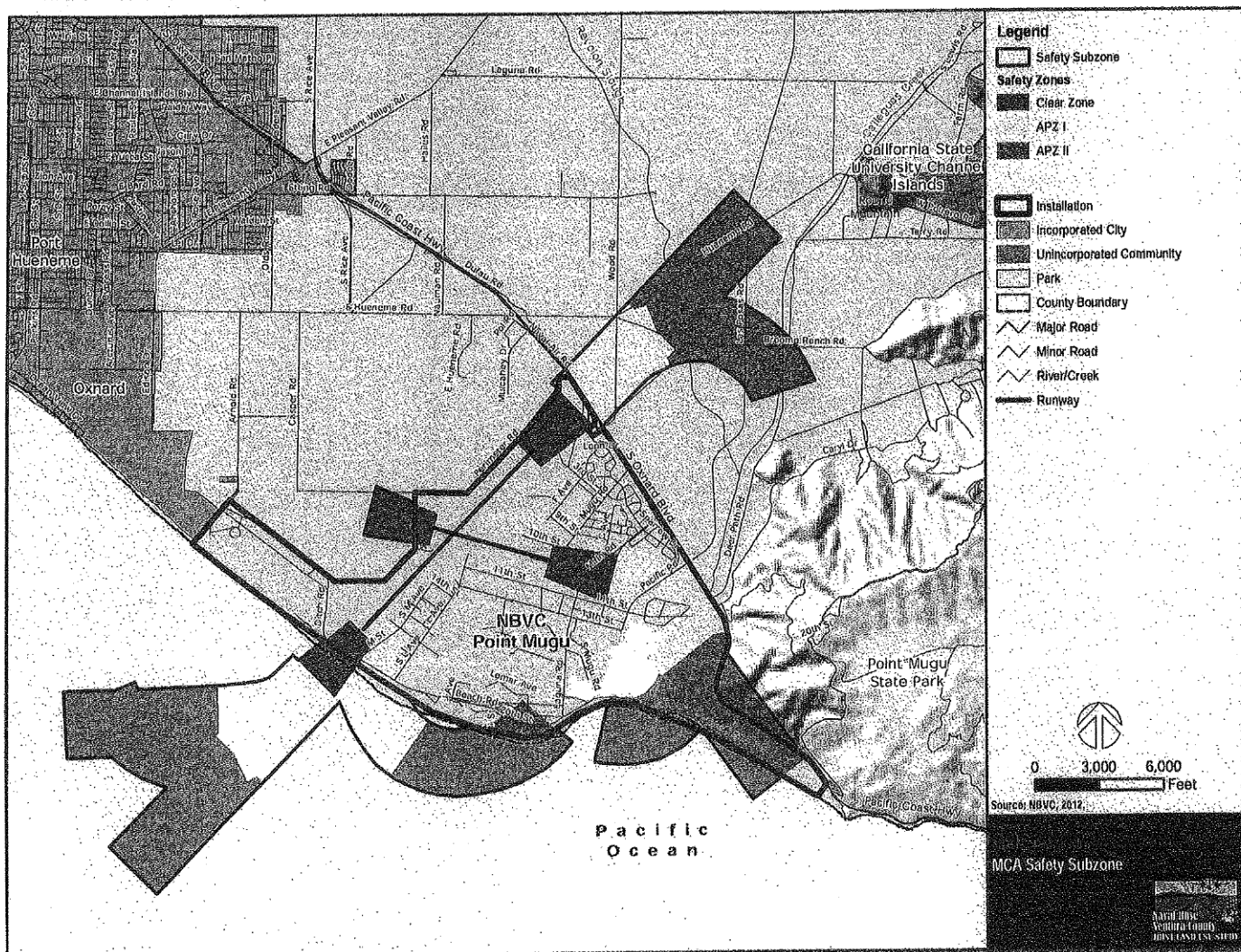


The BASH Subzone is characterized by areas that could be affected by bird and wildlife strikes due to the lower altitude of flight operations in this area. The BASH Subzone represents a five-mile statutory area from the center of the runway based on Federal Aviation Administration (FAA) recommendations. Land uses in this area may be subject to additional regulations, where appropriate, to prevent attractants of birds and wildlife that could increase the risk of safety to pilots and aircraft flying at lower speeds and altitudes. BASH concerns are explained in more detail in Section 5.19, Safety, in the Background Report.



EXECUTIVE SUMMARY

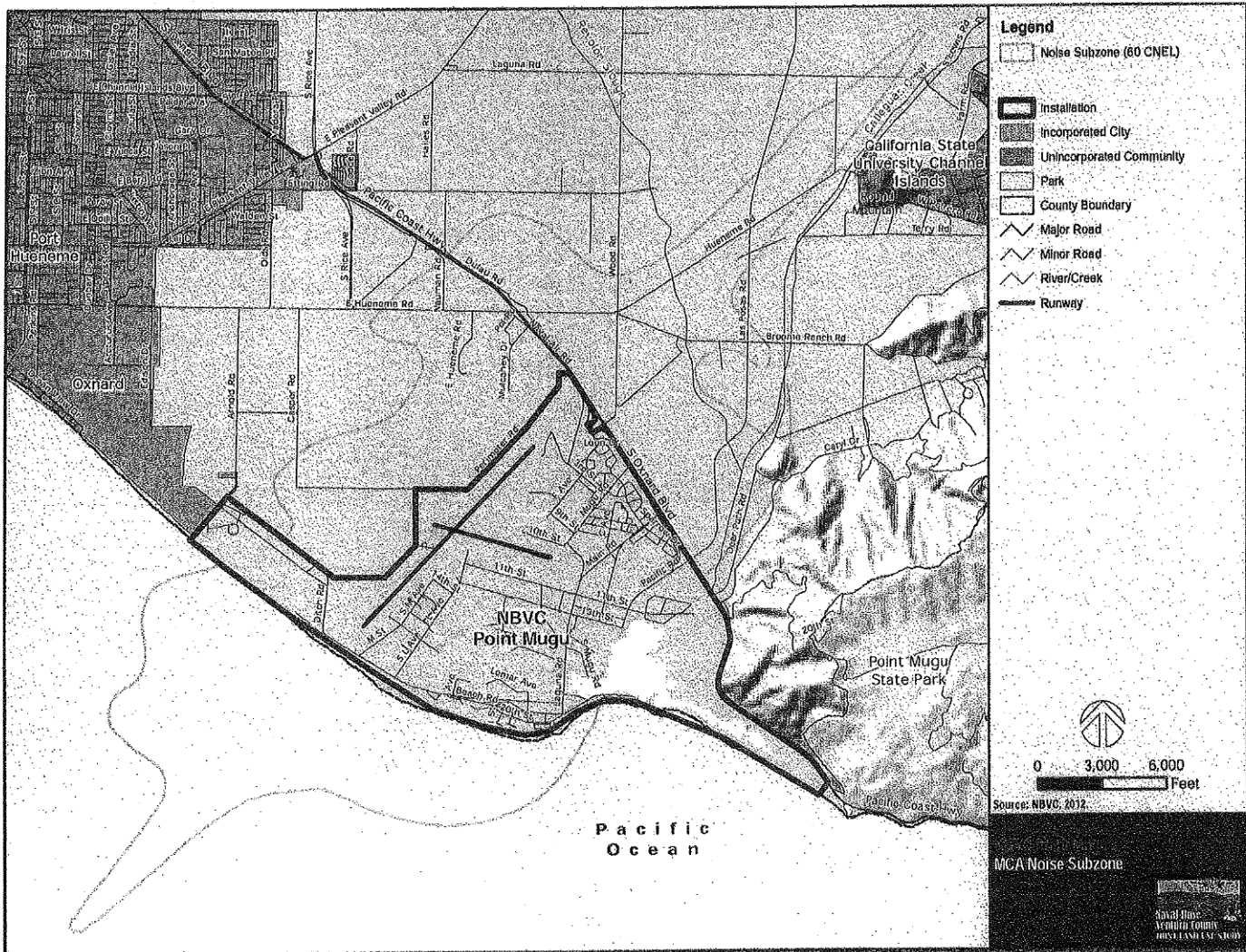
NBVC Point Mugu MCA Safety Subzone



The Safety Subzone would guide compatible land use types and densities / intensities within the Clear Zones (CZs) and Accident Potential Zones (APZs) I and II of Point Mugu's runways. The current location of each Safety Subzone is based on the airfield layout and air operations identified by the Navy.

A Safety Subzone is needed to prevent the development of incompatible land uses in areas with the greatest potential for an incident (although a very low probability). These safety zones were identified as a result of the Navy's guidance. The safety zones are explained in more detail in Section 5.19, Safety, in the Background Report.

NBVC Point Mugu MCA Noise Subzone

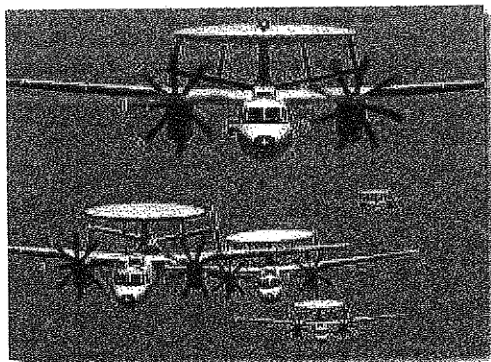
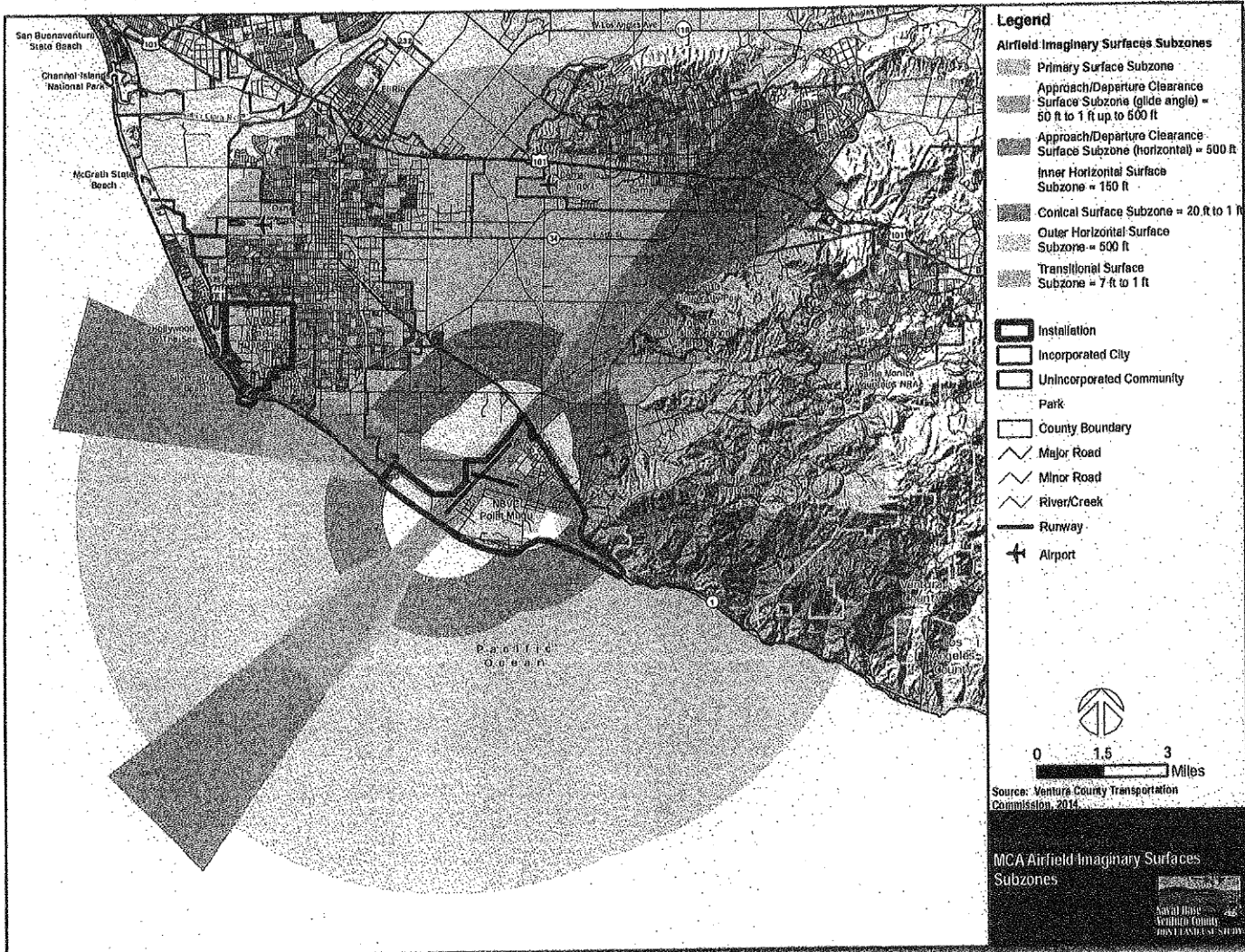


Noise is often a concern to the public surrounding military installations with flying missions. The Noise Subzone includes all land located off-installation within the 60 dB CNEL noise contour for NBVC Point Mugu. Noise zones are explained in more detail in Section 5.16, Noise and Vibration, in the Background Report.



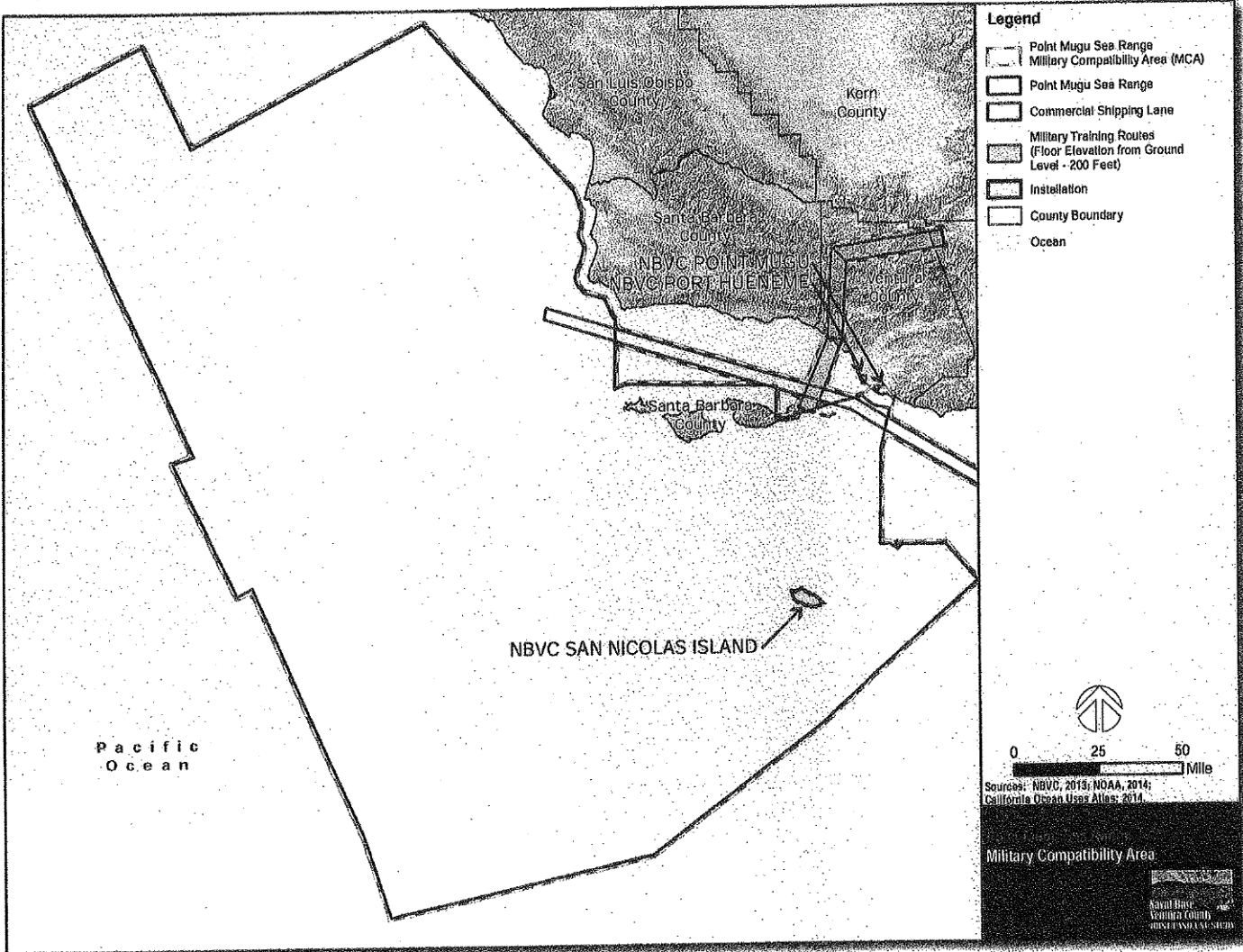
EXECUTIVE SUMMARY

NBVC Point Mugu MCA Airfield Imaginary Surfaces Subzones

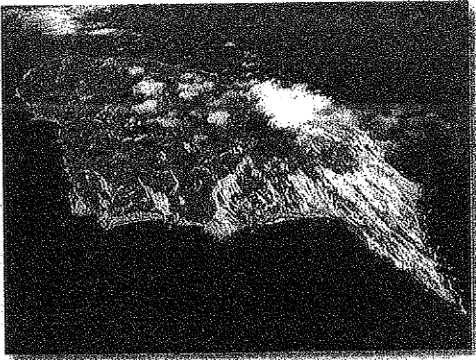


The purpose of the Imaginary Surfaces Subzones is to provide guidance on the height of structures and buildings within the area defined by FAA guidance and Navy Instructions known as imaginary surfaces. The imaginary surfaces are a 3-D geographic area comprising approach and departure airspace corridors and safety buffers. Vertical obstruction heights are a major concern for flight operations due to the potential for a structure to extend into navigable airspace, which could impede safe flight operations and put both pilots and citizens on the ground at risk of an aircraft accident. Vertical obstructions that can affect flight safety include, but are not limited to, cell towers, power lines, wind turbines, buildings, and trees. Imaginary surfaces are explained in more detail in Section 5.21, Vertical Obstructions, in the Background Report.

Point Mugu Sea Range MCA

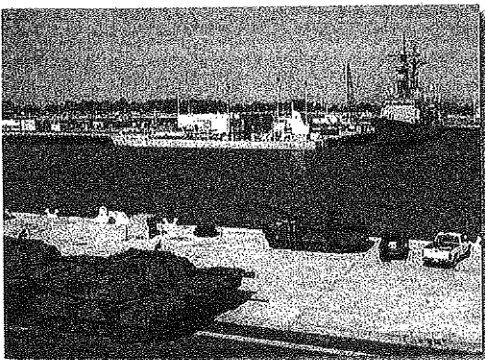
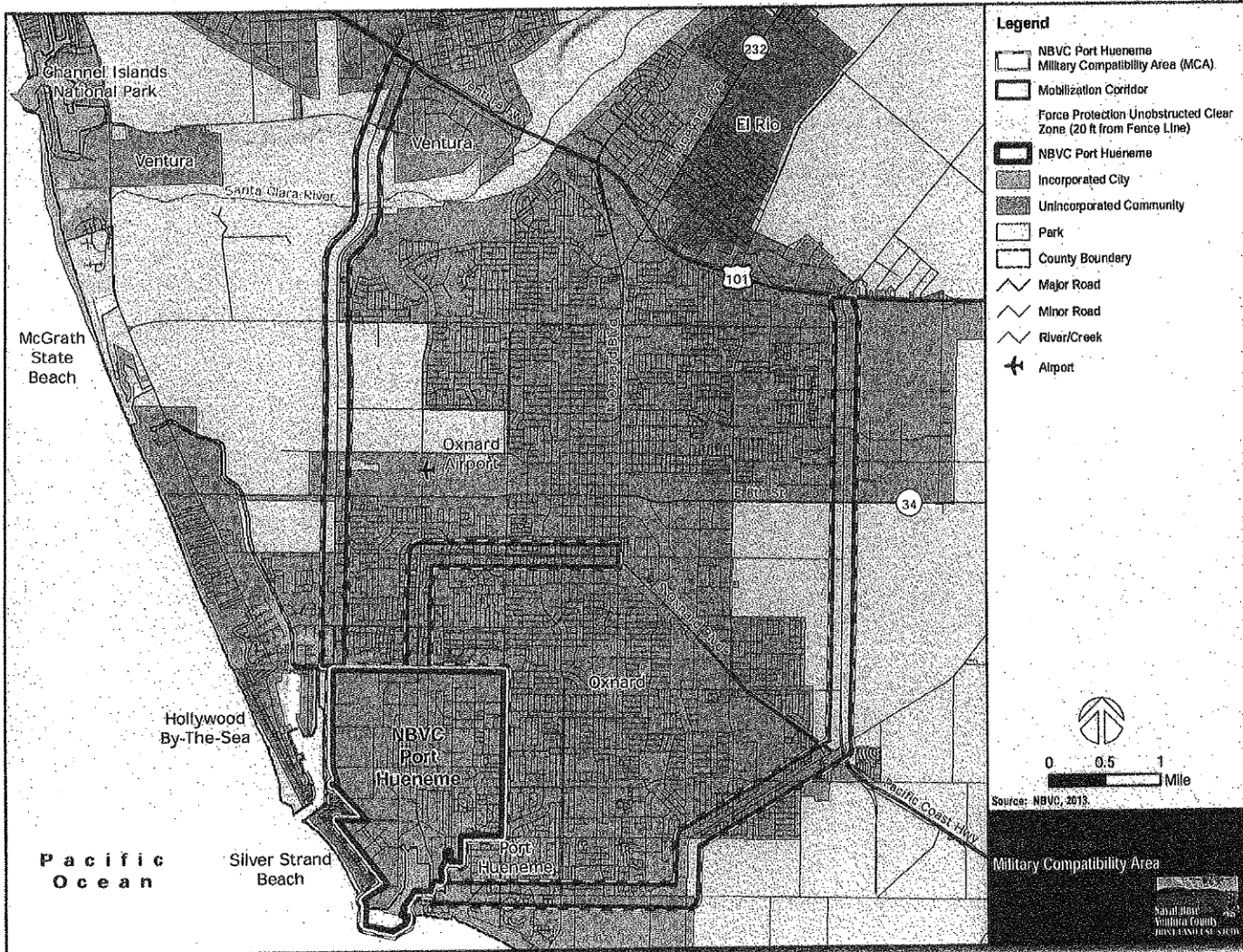


The Point Mugu Sea Range MCA encompasses the entire Point Mugu Sea Range, San Nicolas Island, portions of the commercial shipping lane, restricted airspace, and military training routes. While the commercial shipping lane is not incorporated in the Sea Range, for the purpose of this JLUS, it is incorporated into the MCA due to its potential impact to the military compatibility area footprint. Guidance on compatibility of commercial shipping activities, vertical heights, and renewable energy development areas will apply in this MCA.



EXECUTIVE SUMMARY

NBVC Port Hueneme MCA



The NBVC Port Hueneme MCA covers the military operational components that make up the portion of training and logistics support activities performed at NBVC Port Hueneme. This area includes the Force Protection Unobstructed Clear Zone area (20 feet from the fence line of NBVC Port Hueneme) and the 500-foot clearance zone for mobilization corridors outside the fence line to connect to Highway 101 and Highway 1. This operational area not only interfaces with the surrounding community but also interfaces with commercial shipping and port operations. Guidance that will apply here includes requiring landscaping barriers, vertical height limits, and a safety area along the roadways to ensure the safety of mobilization of equipment and troops.

JLUS Documents

Three JLUS documents, each providing different levels of information, are available to the public, elected and appointed officials, and the military. These documents provide an overview of the JLUS process, detailed information on NBVC and the overall Study Area, an assessment of existing compatibility issues, and recommended strategies. These documents are as follows.

Joint Land Use Study

The JLUS report presents an overview of the JLUS planning process, purpose and objectives of the study and the recommended strategies. The report presents a concise description of the following:

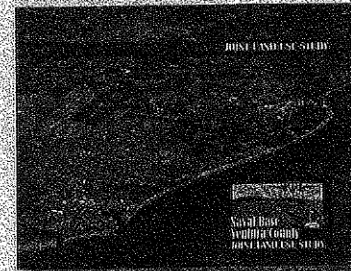
- JLUS project Study Area;
- Population profile and economic overview of the communities in the JLUS Study Area;
- NBVC mission overview;
- Summary of the factors and compatibility issues identified during the JLUS process; and
- Set of recommended strategies to mitigate or prevent encroachment and proactively achieve land use compatibility.

Background Report

The JLUS Background Report provides the technical background and detailed assessment of the compatibility issues identified as part of the JLUS project.

Executive Summary

The JLUS Executive Summary serves as a quick reference describing the purpose of the JLUS and providing an overview of the key JLUS strategies and Military Compatibility Areas.



This study was prepared under contract with Ventura County Transportation Commission, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the key JLUS partners involved in the development of this study and does not necessarily reflect the views of the Office of Economic Adjustment.



**Naval Base
Ventura County
JOINT LAND USE STUDY**

For Additional Information Contact:



Ventura County
Transportation Commission

950 County Square Drive
Suite 207
Ventura, CA 93003
P. 805.642.1591 (ext. 103)
F. 805.642.4860
www.goventura.org/



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-1

DATE: November 17, 2015

TO: City Council

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

FROM: Daniel Rydberg, P.E., Interim Public Works Director
Public Works Department

SUBJECT: Proposition 218 Protest Form and Establishing a Regular Meeting for January 19, 2016

CONTACT: Jay Duncan, Recycling Manager
jay.duncan@ci.oxnard.ca.us, 340-8175

RECOMMENDATION

1. That City Council provide direction to staff on including a Protest Form in the Notice of Public Hearing regarding proposed increases in Water, Wastewater, and Solid Waste Service Rates.
2. That City Council establish Tuesday, January 19, 2016 as a regular City Council meeting.

BACKGROUND

On October 13, 2015 City Council approved beginning the rate setting process for water, wastewater, and solid waste rates. The first step of this process is the distribution of a Notice of Public Hearing on the proposed rate increases. These notices are not required to include a protest form, however, a small number of cities do include a preprinted form that ratepayers and parcel owners can use to protest the potential rate increases. Public Works staff requests direction from City Council on adding a protest form to the Notice of Public Hearing.

To allow time to receive direction from City Council before sending out the Notice of Public Hearing, staff has postponed printing the notices. Adding a regular City Council meeting on Tuesday, January 19, 2016 for the introduction of the proposed rate ordinances would allow the potential rate increase effective date to remain as March 1, 2016. Delaying the start of potential rate increases would have a significant negative impact on utility budgets.

FINANCIAL IMPACT

The additional cost of printing the protest form is approximately \$1,000.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-2

DATE: November 17, 2015

TO: City Council

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

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Approval of Resolutions Authorizing Full-Time Equivalent Positions and Approving Changes to Section XII of the Personnel Rules and Regulations Setting the Classification and Salary Schedule

CONTACT: J. Tabin Cosio
Tabin.Cosio@ci.oxnard.ca.us, 385-7947

RECOMMENDATION

That City Council Adopt Two Resolutions:

1. Repealing Resolutions No. 14,836, 14,851 and 14,860 authorizing full-time equivalent positions and setting the authorized full-time equivalent positions; and
2. Repealing Resolutions No. 14,837, 14,852, 14,861 setting the classification and salary schedule; and approving changes to Section XII of the Personnel Rules and Regulations setting the classification and salary schedule.

BACKGROUND

Your Council previously adopted Resolutions No. 14,836 and 14,837 on June 23, 2015 authorizing the number of full-time equivalent positions and setting the classification and salary schedule for the City of Oxnard. Those resolutions were subsequently revised on July 21 with Resolutions No. 14,851 and 14,852 and again on September 22 with Resolutions No. 14,860 and 14,861. The two resolutions presented to your Council today for adoption would repeal and supersede all previously adopted resolutions.

At the March 17, 2015 Council meeting, the City Manager presented a report on the organizational assessment completed by Management Partners and Renne Sloan Holtzman Sakai. Among the 128

Resolution to Approve Full-Time Equivalents and Salary Schedule

November 17, 2015

Page 2

detailed recommendations, several related to the City's organizational structure and alignment of divisions, programs and departments in order to improve efficiencies, and improve management and obtain better span of control.

On July 21, 2015, a three phased implementation action plan was presented to Council to delineate the timing of how the 128 recommendations would be implemented over the course of the next two years. Subsequently, the City Manager convened an interdepartmental team made up of representatives from the City Manager's office, the City Attorney's office, and departments of Human Resources and Finance to prioritize, track and ensure timely implementation of the 128 recommendations. Over the course of the last three months, several of the recommendations have come before Council. On December 8th, Council will receive an update on the organizational assessment and the implementation of the 128 recommendations. This report addresses recommendation number thirty nine identified in the Priority 1B Implementation Action Plan which relates to the restructure of the Recreation and Library divisions into a Cultural and Community Services Department to ensure consolidation of like functions, increased efficiency, and better coordination and service delivery.

Cultural and Community Services Division

The Management Partners report recommended merging the activities of multiple cultural and community services programs for the City of Oxnard under one department to provide for an efficient, effective and high quality service delivery model. The organizational restructure will merge the Library, Recreation, Performing Arts Center and Carnegie Museum under a Cultural and Community Services Department to be led by a single department head.

This single position will report to the Assistant City Manager and be responsible for the overall management of Cultural and Community Services functions and programs. The Cultural and Community Services Director will oversee the department's budget and policies regarding participant involvement, program requirements, and benefits.

The City Manager's Office is requesting the following staffing changes:

Job Title	Full Time Equivalents		
	Add	Delete	Change
Library Director	0	-1	-1
Cultural and Community Services Director	1	0	1
Net Change to FTE Count	1	-1	0

The new Cultural and Community Services Director classification will be designated as "at will" meaning it is exempt from the Civil Service System. The position will be covered by Salary Resolution No. 14,721 and be assigned the salary range of \$118,498 to \$162,932 (E6) – same as the Library Director.

Finance Department

There are many budgetary and administrative issues facing the Utilities Division within the Public Works Department which are complex both in depth and breadth. At present, the Finance Department

lacks a finance position to perform the most complex accounting functions to substantiate short and long-term capital improvements financing strategies and to manage several functional areas for the water, wastewater and storm water enterprises.

The proposed Utilities Finance Officer position will report to the City's Chief Financial Officer and will have administrative responsibility for developing goals and objectives, administering the enterprise budgets and financial operations while maintaining close coordination with the Utilities Division. The City Manager's Office is requesting the following staffing changes:

Department - Job Title	Full Time Equivalents		
	Add	Delete	Change
Utilities - Management Analyst III	0	-1	-1
Finance - Utilities Finance Officer	1	0	1
Net Change to FTE Count	1	-	0

The new Utilities Finance Officer classification will be designated as a Civil Service System position and will be represented by the Oxnard Mid Managers Association. The position will be assigned the salary range of \$78,161 to \$129,280 (M62) similar to the existing positions of Budget Manager and Controller.

FINANCIAL IMPACT

There is no General Fund impact in FY 15/16 for the reclassification of the Library Director position to the Cultural and Community Services Director. The adopted FY 15/16 budget includes approximately \$261,700 for annual salary and benefits for the Library Director, which will be used for the reclassified position.

There is no impact to the General Fund or enterprise funds in FY 15/16 for the reclassification of the Management Analyst III to the Utilities Finance Officer position. The adopted FY 15/16 budget includes approximately \$94,500 for annual salary and benefits for the currently vacant Management Analyst III position. It is anticipated that the Utilities Finance Officer position will be filled the second half of the fiscal year, therefore no appropriation is needed this fiscal year. There will be an ongoing fiscal impact to the enterprise funds beginning in FY 2016/2017 in the estimated amount of \$28,000 for salary and benefits, which is the difference between the salary range of the new classification and the existing Management Analyst III. This amount would be cost allocated across the water, wastewater, and solid waste funds during the budget development process for FY 16/17 and subsequent years.

ATTACHMENTS

#1 – Resolution Authorizing Full-Time Equivalent Positions

#2 – Resolution Approving 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 REPEALING
RESOLUTIONS NO. 14,836, 14,851 AND 14,860 AND AUTHORIZING FULL-TIME
EQUIVALENT POSITIONS IN ACCORDANCE WITH THE OPERATING BUDGET FOR
THE 2015-2016 FISCAL YEAR**

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard a new list of authorized full time positions in the City service; and

WHEREAS, the current list of authorized full time positions was previously adopted via Resolutions No. 14,836, 14,851 and 14,860; and

WHEREAS, the City Council has reviewed the new list of authorized full time positions in the City service and finds it desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Resolutions No. 14,836, 14,851, 14860 and any amendments thereto shall be repealed and that the authorized full time positions shall be as set forth in the attached list of authorized full time positions effective November 17, 2015.

PASSED AND ADOPTED this 17th day of November, 2015, by the following vote:

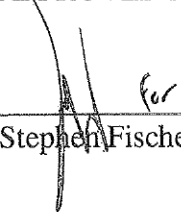
AYES:
NOES:
ABSENT:
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen Fischer, Interim City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE NOVEMBER 17, 2015 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2015-2016 FISCAL YEAR

CATEGORY, GROUP, PROGRAM CLASSIFICATION TITLE	HOME PROGRAM FULL-TIME EQUIVALENT POSITIONS
CARNEGIE	
Carnegie Art Museum	
Administrative Secretary I/II	1
Cultural Arts Supervisor	1
Event Attendant III	1.50
Carnegie Art Museum Total	3.50
CITY ATTORNEY	
City Attorney	
Administrative Legal Assistant (C)	1
Administrative Legal Secretary III (C)	1
Assistant City Attorney	3
City Attorney	1
Deputy City Attorney I/II	1
Law Office Manager	1
Total	8
Collection Services	
Paralegal (C)	1
Total	1
City Attorney Total	9
CITY CLERK	
City Clerk	
Administrative Assistant	1
City Clerk	1
Office Assistant I/II	1
City Clerk Total	3
CITY COUNCIL	
City Council	
City Councilmember	4
Executive Assistant I/II	.30
Mayor	1
City Council Total	5.30
CITY MANAGER	
City Manager	
Administrative Assistant (C)	2
Assistant City Manager	1.60
City Manager	1
Deputy City Manager	1.35
Executive Assistant I/II	.70
Total	6.65
Public Information	
Outreach/Education Specialist	2
Public Relations & Community Affairs Manager	1
Total	3
Community Relations/Community Access TV	
Administrative Secretary I/II	1

Community Outreach & Production Specialist	1
Total	2
Neighborhood Services	
Administrative Secretary I/II	1
Management Analyst III	.40
Total	1.40
Enterprise Information Systems Management	
Deputy City Manager	.03
Information Technology Director	1
Network Services Coordinator	1
Programmer Analyst	1
Total	3.03
Geographic Information Systems	
Deputy City Manager	.03
Geographic Information Systems Coordinator	1
Geographic Information Systems Technician I/II	1
Geographic Information Systems Technician III	1
Programmer Analyst	1
Systems Analyst I/II	1
Total	5.03
Personal Computer/Network Systems	
Computer Network Engineer I/II	2
Computer Network Engineer III	2
Computer Operator	1
Deputy City Manager	.03
Systems Administrator	1
Systems Analyst III	2
Total	8.03
Document Publishing Services	
Deputy City Manager	.03
Word Processor III	1
Total	1.03
Telecommunications/Web Development	
Deputy City Manager	.03
Project Manager	1
Total	1.03
City Manager Total	31.20
CITY TREASURER	
City Treasurer	
Account Clerk I/II	2
Account Clerk III	1
Administrative Assistant	1
City Treasurer	1
Revenue Collection Technician	1
Total	6
Utility Customer/Licensing Services	
Assistant City Treasurer/Revenue Accounting Manager	1
Code Compliance Inspector I/II	1
Customer Service Accounting Technician	2
Customer Service Representative I/II	6
Senior Customer Service Representative	1
Treasury Supervisor	1
Total	12
City Treasurer Total	18

DEVELOPMENT SERVICES

Development Support and Public Project Contracts

Administrative Technician	1
Development Services Director	1
Management Analyst I/II	1
Total	3

Building & Engineering Services

Administrative Secretary I/II	1
Administrative Secretary III	1
Assistant Traffic Engineer	1
Building Inspector I/II	6
Civil Engineer	1
Construction Inspector I/II	2
Data Entry Operator I/II	1
Deputy Building Official	2
Development Services Manager	1
Electrical Inspector	1
Junior Civil Engineer	3
Office Assistant I/II	4
Permit Technician	3
Plans Examiner I/II	1
Project Manager	.50
Senior Construction Inspector	1
Supervising Building Inspector	1
Supervising Civil Engineer	1
Total	31.50

Planning

Assistant Planner	2
Associate Planner	3
Drafting/Graphics Tech. I/II	1
Office Assistant I/II	1
Planning and Environmental Services Manager	1
Principal Planner	2
Total	10

Traffic Engineering & Operations

Associate Traffic Design Engineer	1
Traffic Engineer	1
Total	2

Transit Services

Deputy City Manager	.50
Project Manager	.50
Total	1

Development Services Total 47.50

ECONOMIC COMMUNITY DEVELOPMENT

Administration

Administrative Assistant	1
Administrative Secretary III	1
Economic Development Director	1
Total	3

Economic Community Development Total 3

FINANCE

Administration

Chief Financial Officer	1
Senior Administrative Secretary (C)	1
Total	2

General Accounting

Account Clerk III	2
Accountant I	2
Accounting Technician	1

Accounting Technician (C)	1
Controller	1
Financial Analyst I/II	1
Management Accountant/Auditor	1
Management Analyst III	1
Utilities Finance Officer	.50
Total	10.50
Budget/Capital Improvement Projects	
Budget Manager	.50
Financial Analyst I/II	.50
Utilities Finance Officer	.50
Total	1.50
Purchasing	
Accounting Manager	1
Buyer	2
Account Clerk II	1
Total	4
Financial Resources	
Administrative Technician	1
Financial Analyst I/II	1
Financial Services Manager	1
Total	3
Grants Management	
Budget Manager	.50
Accountant I	1
Financial Analyst I/II	.50
Total	2
Mail and Courier Services	
Mail Clerk	2
Total	2
Finance Total	25
FIRE	
Fire Suppression and Other Emergency Services	
Administrative Assistant (C)	1
Administrative Secretary I/II	.50
Assistant Fire Chief	1
Emergency Medical Services Coordinator	1
Fire Battalion Chief	4
Fire Captain	24
Fire Chief	1
Fire Engineer	24
Firefighter	37
Total	93.50
Fire Prevention	
Administrative Secretary I/II	.50
Fire Battalion Chief	1
Fire Captain	1
Fire Inspector	4
Plans Examiner I/II	.90
Total	7.40
Disaster Preparedness	
Disaster Preparedness Coordinator	1
Total	1
Certified Unified Program Agency (CUPA)	
CUPA Coordinator	1
Fire Environmental Specialist I/II	4
Plans Examiner I/II	.10
Fire Total	107
GENERAL SERVICES	
Fleet Services Maintenance	

Administrative Assistant	1
Customer Service Representative I	1
Fleet Services Maintenance Worker/Mechanic I/II (or Maintenance Worker Trainee)	19
Fleet Services Mechanic Supervisor	2
Fleet Services Manager	1
Fleet Services Operations Manager	1
Maintenance Services Manager	.20
Management Analyst III	.10
Senior Fleet Services Mechanic	6
Tire Repairer	1
Total	32.30
Facilities Maintenance	
Administrative Technician	.10
Construction Project Manager	1
Custodial Supervisor	1
Custodian	13
Facilities Maintenance Supervisor	1
Facilities Maintenance Worker I/II	5
HVAC Technician	3
Maintenance Carpenter	1
Maintenance Electrician	1
Maintenance Plumber	2
Maintenance Services Manager	.20
Office Assistant II	.40
Senior Facilities Maintenance Worker	2
Total	30.70
Parks, Public Grounds & Open Space	
Administrative Secretary I/II	1
Administrative Technician	.70
Groundswoker I/II (or Maintenance Worker Trainee)	7
Maintenance Plumber I	1
Maintenance Services Manager	.20
Management Analyst III	.20
Office Assistant I/II	.60
Parks Maintenance Supervisor	1
Parks Manager	1
Total	12.70
Street Trees & Medians	
Groundswoker I/II (or Maintenance Worker Trainee)	3
Parks Maintenance Supervisor	1
Senior Groundswoker	1
Senior Tree Trimmer	1
Tree Trimmer I/II (or Maintenance Worker Trainee)	3
Total	9
Graffiti Action Program	
Graffiti Action Coordinator	1
Management Analyst III	.35
Office Assistant I/II	1
Total	2.35
Park & Facility Development	
Construction Project Coordinator	1
Project Manager	1
Total	2
Street Landscaping	
Administrative Technician	.20
Groundswoker I/II (or Maintenance Worker Trainee)	3
Maintenance Plumber	1
Maintenance Services Manager	.05
Management Analyst III	.20

Parks Maintenance Supervisor	2
Senior Facilities Maintenance Worker	1
Senior Groundswoker	3
Senior Tree Trimmer	1
Total	11.45

Street Maintenance

Administrative Secretary III	1
Administrative Technician	1
Equipment Operator	6
Maintenance Services Manager	.15
Management Analyst III	.05
Senior Street Maintenance Worker	4
Street Maintenance Worker I/II	6
Streets Manager	1
Traffic Safety Maintenance Worker	2
Traffic Signal Repairer I/II	2
Traffic Signal Technician	1
Total	24.20

River Ridge Golf Course

Maintenance Services Manager	.20
Management Analyst III	.10
Total	.30
General Services Total	125

HOUSING

Administrative Support	1
Accounting Manager	.15
Housing Director	
Total	1.15

Public Housing

Account Clerk I/II	2
Account Clerk III	1.75
Accountant I	1.05
Administrative Secretary III	.45
Computer Network Engineer III	.72
Deputy Housing Director	.50
Facilities Maintenance Worker I/II	8
Groundswoker I/II (or Maintenance Worker Trainee)	3
Housing Contract Administrator	1
Housing Director	.43
Housing Engineer	1
Housing Financial Officer	.75
Housing Maintenance Superintendent	1
Housing Maintenance Supervisor	3
Housing Modernization Superintendent	1
Housing Program Supervisor	3
Housing Programs Manager	1
Housing Rehabilitation Program Manager	.15
Housing Specialist I/II	7
Management Analyst I/II	.25
Management Analyst III	1.85
Office Assistant I/II	5.80
Rehabilitation Construction Specialist I/II	1
Rehabilitation Loan Assistant	.30
Resident Services Assistant	1
Resident Services Coordinator	1
Senior Groundswoker	1
Senior Housing Maintenance Worker	2
Senior Housing Specialist	3
Total	54

Rental Assistance

Account Clerk III	.25
Accountant I	.95
Administrative Secretary III	.45
Compliance Services Manager	.09
Computer Network Engineer III	.28
Deputy Housing Director	.50
Housing Director	.43
Housing Financial Officer	.25
Housing Inspector	.75
Housing Program Supervisor	1
Housing Specialist I/II	6
Management Analyst III	.15
Office Assistant I/II	4.20
Rehabilitation Loan Assistant	.30
Senior Housing Specialist	1
Total	16.60

Affordable Housing Assistance	
Administrative Technician	.80
Housing Rehabilitation Program Manager	.58
Management Analyst II	.25
Rehabilitation Loan Assistant	.08
Rehabilitation Loan Specialist	.60
Total	2.31

Grants Administration	
Administrative Secretary III	.10
Grants Coordinator	1
Grants Specialist I/II	1
Rehabilitation Loan Assistant	.25
Total	2.35

Housing Rehabilitation	
Administrative Technician	.25
Housing Rehabilitation Program Manager	.27
Management Analyst I/II	.50
Rehabilitation Loan Specialist	1.40
Total	2.42

Homeless Assistance	
Compliance Services Manager	.31
Rehabilitation Loan Assistant	.08
Total	.39

Mobilehome Rent Stabilization	
Administrative Technician	.10
Compliance Services Manager	.50
Total	.60

Fair Housing	
Administrative Technician	.10
Compliance Services Manager	.10
Total	.20
Housing Total	80.02

HUMAN RESOURCES

Human Resources

Administrative Secretary I/II (C)	2
Assistant City Manager	.40
Assistant Director of Human Resources	1
Human Resources Director	1
Human Resources Technician (C)	4
Senior Benefits Coordinator (C)	1
Senior Human Resources Coordinator (C)	3
Total	12.40

Workers' Compensation

Senior Human Resources Coordinator (C)	1
Workers' Compensation Manager	1
Workers' Compensation Specialist (C)	1
Total	3

Human Resources Total 15.40

LIBRARY

Library Community Outreach

Administrative Assistant	1
Library Aide III	1
Cultural and Community Services Director	1
Office Assistant I/II	1
Total	4

Library Circulation Services

Library Aide I/II	6.50
Library Circulation Supervisor	1
Literacy Coordinator	1
Total	8.50

Library Branch Services

Librarian I	2
Librarian II	1
Librarian III	1
Library Aide I/II	2
Library Aide III	1
Total	7

Library Information/Reference Services

Librarian I	6
Librarian II	1
Library Services Supervisor	1
Total	8

Library Support Services

Computer Network Engineer I/II	2
Library Aide I/II	3
Library Aide III	1
Total	6

Library Total 33.50

POLICE

Code Compliance

Animal Safety Officer	3
Code Compliance Inspector I/II	9
Code Compliance Manager	1
Office Assistant I/II	1
Senior Animal Safety Officer	1
Senior Code Compliance Inspector	1
Total	16

Community Patrol

Administrative Secretary I/II	1
Assistant Police Chief	1
Community Service Officer	8

Crossing Guard	10.50
Police Commander	4
Police Officer I/II	133
Police Officer III	16
Police Sergeant	19
Police Service Officer	8
Senior Police Service Officer	1
Senior Traffic Service Assistant	3
Traffic Service Assistant I/II	15
Total	219.50

Criminal Investigation

Community Service Officer	2
Crime Analysis Data Technician	1
Crime Analyst I/II	2
Data Entry Operator I/II	1
Evidence Technician I/II	3
Missing Persons Specialist	1
Police Commander	1
Police Officer I/II	22
Police Officer III	16
Police Records Technician III	1
Police Sergeant	6
Sex Registrant Specialist	1
Victim Services Specialist	1
Total	58

Police Support Services

Account Clerk III	2
Administrative Assistant (C)	1
Administrative Services Assistant (C)	2
Assistant Police Chief	1
Community Affairs Manager	1
Computer Network Engineer III	2
Data Entry Operator I/II	3.25
Grants Specialist I/II	1
Office Assistant I/II	1
Police Chief	1
Police Commander	2
Police Financial Manager	1
Police Records Manager	1
Police Records Supervisor	1
Police Records Technician I/II	15.75
Police Records Technician III	2
Police Sergeant	4
Police Word Processor I/II	7.50
Police Word Processor III	1
Programmer Analyst	2
Property & Evidence Custodian	1
Public Safety Info Tech Mgr	1
Total	54.50

Emergency Communications

Public Safety Communications Manager	1
Public Safety Dispatcher I/II	19
Public Safety Dispatcher III	5
Total	25
Police Total	373

PERFORMING ARTS AND CONVENTION CENTER

Performing Arts and Convention Center	
Administrative Secretary III	1
Custodian	1

Event Attendant III	3.50
Event Coordinator	1
Performing Arts Center Manager	1
Senior Custodian	1
Performing Arts and Convention Center Total	8.50

RECREATION AND COMMUNITY SERVICES

Community Services

Administrative Secretary III	1
Community Services Manager	1
Leisure and Recreation Superintendent	1
Management Analyst I/II	1
Management Analyst III	.60
Recreation/Human Services Coordinator	4
Recreation/Human Services Leader III	2.50
Recreation Supervisor	1
Total	12.10

Youth Development

Administrative Secretary I/II	1
Total	1

Senior Services/Special Populations

Administrative Technician	1
Office Assistant I/II	1
Recreation/Human Services Coordinator	3
Recreation/Human Services Leader III	3.25
Recreation Supervisor	1
Total	9.25

Recreation and Community Services Total 22.35

UTILITIES

ENGINEERING AND MAINTENANCE

Administration

Administrative Legal Assistant (C)	1
Administrative Secretary III	1
Public Works Director	1
Total	3

Engineering Design & Contract Admin

Design & Construction Services Manager	.25
Engineering/Survey Technician I/II	2
Total	2.25

Construction Services - Streets

Account Clerk III	.10
Administrative Secretary III	.10
Administrative Technician	.10
Construction Inspector I/II	4
Management Analyst I/II	.10
Public Works Construction Projects Manager	1
Recycling Manager	.10
Senior Construction Inspector	1
Total	6.50

Survey Services

City Surveyor	1
Engineering/Survey Technician I/II	1
Senior Engineering Technician/Survey Chief	1
Total	3

Engineering and Maintenance Total 14.75

WATER AND RECYCLED WATER

Water Procurement

Account Clerk I/II	.45
Administrative Secretary III	1.45
Administrative Technician	.45
Assistant Civil Engineer	.50
Construction & Maintenance Engineer	.50
Construction Project Coordinator	.50
Design & Construction Services Manager	.25
Engineer	.50
Junior Engineer	.50
Management Analyst I/II	.45
Public Works Construction Projects Manager	1
Recycling Manager	.45
Senior Civil Engineer	.50
Technical Services/Water Quality Manager	.33
Utilities Director	.33
Water Division Manager	1

Total 9.16

Water Conservation & Education

Water Conservation/Outreach Coordinator	1
Water Conservation/Outreach Technician	2

Total 3

Water Production

Chief Operator	1
Senior Water Treatment Plant Operator	1
Water Treatment Operator I/II/III	5

Total 7

Water Distribution

Chief Operator	.50
Senior Water Distribution Operator	2
Water Distribution Operator I/II	13

Total 15.50

Water Metering

Chief Operator	.50
Meter Reader	9
Meter Repair Worker	4
Senior Meter Reader	1
Senior Meter Repair Worker	1

Total 15.50

Water Recycle

Wastewater Mechanic I/II	1
Wastewater Operator I/II	1

Total 2

Water Security & Contamination Prevention

Water Regulatory Compliance Coordinator	1
Water Regulatory Compliance Coordinator Technician I/II	2

Total 3

Water and Recycled Water Total 55.16

WASTEWATER AND STORM WATER

Source Control

Administrative Secretary I/II	.25
Data Entry Operator I/II	1
Senior Wastewater Environmental Specialist	1
Source Control Inspector I/II	1
Source Control Technician	.75
Technical Services Manager/Water Quality Manager	.67
Wastewater Environmental Specialist	2

	Total	6.67
Storm Water Quality Management		
Data Entry Operator I/II		.50
Senior Wastewater Environmental Specialist		1
Source Control Technician		.25
Wastewater Environmental Specialist		2
	Total	3.75
Collection System Maintenance and Upgrades		
Account Clerk I/II		.23
Administrative Secretary I/II		.25
Administrative Secretary III		.22
Administrative Technician		.22
Assistant Civil Engineer		.25
Construction & Maintenance Engineer		.25
Construction Project Coordinator		.25
Design & Construction Services Manager		.25
Electrician/Instrumentation Technician		.30
Engineer		.25
Junior Engineer		.25
Management Analyst I/II		.23
Public Works Construction Project Manager		.50
Recycling Manager		.22
Senior Civil Engineer		.75
Senior Wastewater Collection Operator		1
Senior Wastewater Mechanic		1
Treatment Plant Electrician		.15
Utilities Director		.33
Wastewater Collection Operator I/II		6
Wastewater Collection Supervisor		1
Wastewater Maintenance Manager		.50
Wastewater Maintenance Supervisor		.10
Water Division Manager		.50
	Total	14.99
Laboratory Services		
Chemist		1
Laboratory Assistant		1
Laboratory Supervisor		1
Laboratory Technician		2
	Total	5
Treatment Plant Operations		
Administrative Secretary I/II		.25
Power Production Operator I/II		2
Senior Wastewater Operator		4
Wastewater Collection Operator I/II		1
Wastewater Operations Manager/Chief Operator		1
Wastewater Operator I/II		14
Wastewater Operator III		3
	Total	25.25

Treatment Plant Maintenance & Upgrades

Account Clerk I/II	.22
Administrative Secretary I/II	.25
Administrative Secretary III	.22
Administrative Technician	.22
Assistant Civil Engineer	.25
Construction & Maintenance Engineer	.25
Construction Project Coordinator	.25
Design & Construction Services Manager	.25
Electrician/Instrumentation Technician	1.70
Engineer	.25
Groundswoker I/II	1
Instrumentation Technician	1
Junior Civil Engineer	.25
Management Analyst I/II	.23
Public Works Construction Project Manager	.50
Recycling Manager	.23
Senior Civil Engineer	.75
Senior Wastewater Mechanic	1
Transport Operator	1
Treatment Plant Electrician	1.85
Utilities Director	.34
Wastewater Maintenance Manager	.50
Wastewater Maintenance Supervisor	.90
Wastewater Mechanic I/II	10
Water Division Manager	.50
Total	23.91

Wastewater and Storm Water Total 79.57

ENVIRONMENTAL RESOURCES

Planning

Account Clerk III	1
Administrative Secretary III	1
Administrative Technician	1
Customer Service Representative I/II	9.50
Environmental Resources/MRF Manager	1
Management Analyst III	1
Office Assistant I/II	1
Total	15.50

Waste Reduction and Education

Recycling Manager	1
Total	1

Residential Collection

Environmental Resources Supervisor	.50
Solid Waste Compliance Specialist	3
Solid Waste Equipment Operator II	24
Total	27.50

Commercial Collection

Container Service Worker	2
Environmental Resources Supervisor	1
Maintenance Worker Trainee	8
Solid Waste Compliance Specialist	1
Solid Waste Equipment Operator II	16.50
Total	28.50

Industrial Collection	
Environmental Resources Supervisor	.50
Solid Waste Equipment Operator II	8
	Total 8.50
Waste Tip Floor Processing	
Customer Service Representative I	.50
Environmental Resources Supervisor	.58
Equipment Operator	2.04
MRF Dispatcher	.50
Sorter	3
	Total 6.62
Material Recovery Facility (MRF) Processing	
Environmental Resources Supervisor	.58
Equipment Operator	1.98
MRF Dispatcher	.50
MRF Machinery Operator	1.50
MRF Mechanic	1.50
Sorter	1.50
	Total 7.56
Waste Transfer Haul	
Environmental Resources Supervisor	.25
MRF Dispatcher	.50
Solid Waste Transfer Operator	13.00
	Total 13.75
Greenwaste Conversion	
Environmental Resources Supervisor	.59
Equipment Operator	1.98
MRF Machinery Operator	1.50
MRF Mechanic	1.50
Sorter	1.50
	Total 7.07
Environmental Resources Total	116

MEASURE O

Recreation & Youth & Senior Programming	
Library Aide I/II	.50
	Total .50
Parks & Open Space	
Groundswoker I/II	4
Senior Groundswoker	1
	Total 5
Public Safety & Gang Prevention/Intervention	
Computer Network Engineer I/II	3
Fire Captain	6
Fire Engineer	6
Firefighter	9
Police Officer I/II	16
Police Officer III	1
Police Sergeant	1
	Total 42
Measure O Total	47.50
CITY TOTAL	1223.25

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING
RESOLUTIONS NO. 14,837, 14,852 AND 14,861 AND APPROVING CHANGES TO SECTION
XII OF THE PERSONNEL RULES AND REGULATIONS SETTING THE CLASSIFICATION
AND SALARY SCHEDULE**

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

WHEREAS, the current Classification and Salary Schedule was previously adopted via Resolutions No. 14,837, 14,852 and 14,861; 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 Resolutions No. 14,837, 14,852, 14861 and any amendments thereto shall be repealed and that Section XII of the Personnel Rules and Regulations shall remain in force and effect as set forth in the attached Classification and Salary Schedule effective November 17, 2015.

PASSED AND ADOPTED on this 17th day of November, 2015, by the following vote:

AYES:

NOES:

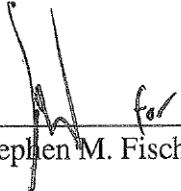
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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 & Community Services Director	E 6
Assistant Fire Chief	P S2	Cultural Arts Supervisor	M 11
Assistant Planner	A 69	CUPA Coordinator	M 44
Assistant Police Chief	P S6	Custodial Supervisor	M 14
Assistant Traffic Design Engineer	A 93	Custodian	B 48.00
Assistant Traffic Engineer	A 93	Customer Service Accounting Technician	A 45
Associate Planner	A 83	Customer Service Representative I	A 14
Associate Traffic Design Engineer	A 97	Customer Service Representative II	A 20
Battalion Chief	P S1	Data Entry Operator I	A 14
Budget Manager	M 62	Data Entry Operator II	A 20
Building Inspector I	B 104.50	Deputy Building Official	M 74
Building Inspector II	B 114.50	Deputy City Attorney I	M 48
Buyer	A 40	Deputy City Attorney II	M 62
Chemist	A 72	Deputy City Manager	E 8
Chief Financial Officer	E 8	Deputy Housing Director	M 66
Chief Operator	M 32	Design & Construction Services Manager	M 83
City Attorney	E 12	Development Services Director	E 9
City Clerk	E 3	Development Services Manager	M 87
City Council Member	Ordinance	Disaster Preparedness Coordinator	M 44
		Drafting/Graphics Technician I	A 41

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

Class Title	Salary Range	Class Title	Salary Range
Management Analyst III	M 29	Public Safety Communications Manager	M 66
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

Class Title	Salary Range	Class Title	Salary Range
Senior Wastewater Mechanic	B 104.00	Utilities Finance Officer	M 62
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		



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-3

DATE: November 17, 2015

TO: City Council

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

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Third Amendment to Attorney Services Agreement for Special Counsel to Represent the City of Oxnard in a Variety of Human Resources Related Matters

CONTACT: J. Tabin Cosio, Director of Human Resources
Tabin.Cosio@ci.oxnard.ca.us, 805-385-7947

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a Third Amendment to Attorney Services Agreement with Renne Sloan Holtzman Sakai LLP (Agreement No. 6862-14-CA) to increase the contract amount by \$549,000 for a total not to exceed amount of \$1,089,000; and
2. Authorize an appropriation in the amount of \$235,000 cost allocated as follows: \$177,444 (or 62%) from the one time Successor Agency Residual pass-through Loan Payment, which currently resides in the General Fund Reserve fund, \$13,429 (or 5%) to Water fund, \$17,859 (or 7%) to the Waste Water fund and \$26,268 to the Environmental Resources fund (or 26%).

BACKGROUND

On March 24, 2015, your Council approved a Second Amendment to the original agreement to include in the scope of services representation in labor negotiations, drafting of memoranda of understanding ("MOU"), ongoing advice regarding negotiations and the administration of MOUs and such other services relating to labor relations matters as requested by the City Attorney or Human Resources Department. Since the approval of the Second Amendment, the City has entered into full scale labor negotiations over successor MOUs with six of the seven employee organizations ("unions") representing City employees. And, the City anticipates entering into labor negotiations with the seventh union on or around January 1, 2016.

The Myers-Milias Brown Act ("MMBA") is the state law that governs the labor negotiations process within California local governments. Specific to the collective bargaining process, the MMBA requires the parties to "meet and confer in good faith" (GC 3505) regarding wages, hours and other terms and conditions of employment. In the definition of "good faith" bargaining, the MMBA sets as one of the criteria the requirement for the parties to "endeavor to reach an agreement" on matters within the scope of representation. If the parties are not successful in reaching an agreement, the MMBA provides for impasse procedures including mediation and fact-finding – at the request of the union (GC 3505.4).

The labor team for the City of Oxnard is fully committed and intends to reach a mutual agreement over a successor agreement with each of the unions. However, the labor team must recognize the bilateral nature of the collective bargaining process that permits mediation and fact-finding should the union request it. Accordingly, the labor team has prepared an estimate for the cost of concluding these negotiations based on the amount of time and effort needed to be expended.

1. Comprehensive, Mutually Agreed Upon Tentative Agreement:	\$200,000
2. Mediation Process	\$69,000
3. Factfinding	<u>\$280,000</u>
Grand Total	\$549,000

The above costs are the team's best estimate for concluding the collective bargaining process for each of the seven unions. It is staff's goal and intent to achieve a mutually agreed upon successor agreement, but should that not be the case, we are requesting funds for mediation and factfinding should the need arise. Of course, should mutual agreement be reached and mediation or factfinding not be utilized, then the cost for those activities would not be realized.

FINANCIAL IMPACT

The approved Fiscal Year 2015/2016 budget has available funds in the amount of \$314,000. Staff will cost allocate the \$235,000 in the following manner: \$177,444 (62%) from the one time Successor Agency Residual pass-through Loan Payment, which currently resides in the General Fund Reserve fund, \$13,429 (5%) to Water fund, \$17,859 (7%) to the Waste Water fund and \$26,268 (26%) to Environmental Resources fund.

ATTACHMENTS

- #1 – Third Amendment to Agreement for Attorney Services
- #2 – Special Budget Appropriation

THIRD AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of November 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Renne Sloan Holtzman Sakai LLP ("Special Counsel"). This Third Amendment amends the Agreement entered into on July 25, 2014, by City and Special Counsel. The Agreement previously has been amended by a First Amendment on October 20, 2014 and a Second Amendment on March 24, 2015.

City and Special Counsel agree as follows:

1. In Section 10. a. (1) Compensation and Reimbursement, the figure "\$540,000" is deleted and replaced with the figure "\$1,089,000".
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

SPECIAL COUNSEL

Tim Flynn, Mayor

Charles Sakai, Esq.

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, Interim City Attorney

Risk Manager

REQUEST FOR BUDGET APPROPRIATION

Department: Human Resources
Project/Program _____
Manager: Tabin Cosio

Date: November 17, 2015

Phone: x7947

Reason for Appropriation:

To fund special counsel to represent the City in labor negotiation related matters under Agreement No. 6862-14-CA Amendment 3 62% from One Time Successor Agency Residual pass-through Loan Payment for FY15-16, 5% from Water Operating Fund, 7% from Wastewater Operating, and 26% from Environmental Resources.

Accounts and Descriptions

AMOUNT

Fund: GENERAL FUND (101)

Revenues /Transfers In

CCRP Successor Agency (8100)

101-8100-712.79-71 PROCEEDS FROM BORROWING / PYMTS ON NOTES AND LOANS 177,444

Sub-total Revenues 177,444

Expenditures/Transfers Out

HUMAN RESOURCES (1701)

101-1701-801.82-04 CONTRACTS & SERVICES / SVCS-OTHER PROF/CONTRACT 177,444

Sub-total Expenditures 177,444

Net Change to Fund Balance 0

Fund: WATER OPERATING FUND (601)

Expenditures/Transfers Out

WATER PROCUREMENT (6010)

601-6010-842.82-04 CONTRACTUAL SERVICES / SERVICES-LEGAL COUNSEL 13,429

Sub-total Expenditures 13,429

Net Change to Fund Balance (13,429)

Fund: W/W COLLECTION OPERATING (611)

Expenditures/Transfers Out

SOURCE CONTROL/SERVICES (6101)

611-6101-842.82-04 CONTRACTUAL SERVICES / SERVICES-LEGAL COUNSEL 17,859

Sub-total Expenditures 17,859

Net Change to Fund Balance (17,859)

Fund: SOLID WASTE OPERATING (631)

Expenditures/Transfers Out

ADMINISTRATIVE & PLANNING (6301)

631-6301-842.82-04 CONTRACTUAL SERVICES / SERVICES-LEGAL COUNSEL 26,268

Sub-total Expenditures 26,268

Net Change to Fund Balance (26,268)

REQUIRES CITY COUNCIL AUTHORIZATION

80

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised: 2 2/23/2012

ATTACHMENT 2

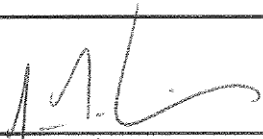
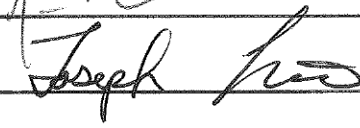
PAGE 1 OF 2

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

ATTACHMENT 2

PAGE 2 OF 2



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: L-4

DATE: November 17, 2015

TO: City Council

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

GN

FROM: Daniel Rydberg, P.E., Interim Public Works Director
Public Works Department

DR

SUBJECT: Appropriate Funds from Street Improvement Fund Balance in the amount of \$1,250,000 to the La Colonia Resurfacing, Phase I, Project 143116

CONTACT: Lou Balderrama, City Engineer *LB*
lou.balderrama@ci.oxnard.ca.us, 385-7839

RECOMMENDATION

That City Council approve a budget appropriation in the amount of \$1,250,000 from the Street Improvement Fund Balance to the La Colonia Resurfacing, Phase I, Project 143116.

DISCUSSION

La Colonia Resurfacing, Phase I, is part of the city's neighborhood street resurfacing program. In the fall of 2014, staff presented a report to City Council which prioritized the streets to be resurfaced. To date, eight street resurfacing projects have been awarded. La Colonia Resurfacing, Phase I, is the next project prioritized to go to bid. Currently, the La Colonia project has no funding. As part of the FY2015-16 Budget process, La Colonia was reprioritized and unappropriated from Measure O funds. In order to fund the project to remain consistent with the priorities in the Streets CIP Plan, staff proposes to fund the La Colonia Resurfacing, Phase I, project with Street Improvement Fund Balance which revenues derived from the Enterprise Fund Infrastructure Use Fees.

FINANCIAL IMPACT

Staff recommends funding in the amount of \$1,250,000 for work under this contract be appropriated from Street Improvement Fund 105 which is collected from Enterprise Fund Infrastructure Use Fees.

ATTACHMENT

#1 - Budget Appropriation

REQUEST FOR A BUDGET APPROPRIATION

Department: PUBLIC WORKS
Project/Program
Manager: EUBANKS

Date: November 17, 2015

Phone: 7835

Reason for Appropriation:

Appropriate funds in the amount of \$1,250,000 from fund balance of the Street Improvement Fund to La Colonia Resurfacing, Phase I Project 143116.

Accounts and Descriptions

AMOUNT

Fund: Street Improvement Fund 105

Expenditures/Transfers Out

La Colonia Resurfacing, Phase I (Project 143116)

105-3015-826.82-08 SERVICES - CONSTRUCTION

1,250,000

Sub-total Expenditures

1,250,000

Net Change to Fund Balance

(1,250,000)

Net Appropriation Change

(1,250,000)

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 1

PAGE 1 OF 1



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: Q-1

DATE: November 17, 2015

TO: City Council

FROM: Stephen M. Fischer, Interim City Attorney
Office of the City Attorney

SUBJECT: Review and Discuss Whistleblower Policy Guidelines

CONTACT: Stephen M. Fischer, Interim City Attorney
stephen.fischer@ci.oxnard.ca.us, 385-7483

RECOMMENDATION

That City Council discuss a Whistleblower Policy and provide staff direction to return to Council with a recommended Whistleblower Policy for adoption.

BACKGROUND

Whistleblower policies are intended to provide a confidential and safe avenue for employees and the public to report potential misconduct by an organization's employees or representatives. The term "whistleblower" refers to calling attention to any type of misconduct occurring within an organization. For the public sector, it typically refers to misconduct regarding inappropriate use of public funds and resources, such as: theft of resources, records falsification (e.g. timesheet fraud), misuse of public equipment or property, misuse or waste of public resources including government funds and improper activity by officials and employees.

California Whistleblower Hotline Statute

California Government Code Section 53087.6 authorizes the City's Controller to establish a whistleblower hotline with the City Council's approval to provide a confidential way for the public to report "fraud, waste and abuse," which is defined as an activity undertaken by an employee or officer of a public agency that "is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct." The Controller may refer calls to appropriate government authorities for review and possible investigation. During review, information received,

government authorities for review and possible investigation. During review, information received, including caller identities and parties identified, must be held in confidence. An investigative audit conducted as a result of a complaint of improper government activity must be kept confidential except to issue a report of a substantiated complaint, provided that the identity of the reporting party and the subject employee or employees remain confidential. The only specified exception to the confidentiality mandate is the provision of a complete substantiated audit report to the appointing authority for disciplinary purposes.

Whistleblower Policies and Programs:

Whistleblower policies and programs often include:

- Formal mechanisms for reporting violations, such as online forms, hotlines, and mailing addresses;
- Clear communication about reporting misconduct;
- Clear communication about bans on retaliation;
- Endorsement of the policy from top officials;
- Prompt investigation and follow-up;
- Reports of investigation outcomes to governing boards.

Examples of Public Agencies with Whistleblower Policies:

Based on a preliminary review, staff has identified several cities with functioning whistleblower policies and programs. The cities range in size and location as well as by length of time a policy has been in place, how the policy was enacted (e.g. voter approved vs. council directed) and the oversight agency addressing complaints. Cities identified include:

- Los Angeles
- Oakland
- Sacramento
- San Francisco
- San Jose
- Santa Clara County

Example 1: City of Los Angeles:

The City of Los Angeles' whistleblower policy is part of a voter approved measure (Measure H) that created the Ethics Commission in 1990. The Ethics Commission has the authority to investigate violations of state and City laws regarding campaign financing, lobbying, and governmental ethics. Whistleblowers can file anonymous complaints via the internet, a 24-hour hotline or in writing. The Commission reviews all complaints, determines if they are valid (and/or complete) and then investigates as necessary. If a violation occurred, the members of the Commission may assess penalties of \$5,000 per violation or three times the amount of money that was improperly given, received, or reported. The Commission investigates whistleblower retaliation claims as well.

Additionally, the Office of the Controller investigates fraud, waste and abuse of City resources. Violations can be anonymously and confidentially reported via a 24-hour hotline or online. The same whistleblower protections apply. Updates on the status of claims are not provided to the reporter by either program.

Example 2: City of Oakland

In 2008, the City Council passed the Whistleblower Protection Ordinance to protect City officers and employees from retribution when disclosing misconduct by other City representatives. The City Auditor's Office manages the "Fraud, Waste + Abuse Prevention Program" for the City which responds to filed reports. Reports are anonymous and can be filed via a 24-hour hotline or online. Both are administered by the outside vendor Ethics Point to further support anonymity. The outside vendor allows for follow-up communication between the City Auditor's Office and the person filing the claim. The City does not designate potential penalties for violations. The City Auditor's Office investigates whistleblower retaliation claims as well.

Example 3: City of Sacramento

In 2012, the City Council directed the Office of the City Auditor to implement a whistleblower hotline to investigate allegations of fraud and abuse. Reports can be made confidentially, however, it is not guaranteed. Reports can be filed online, via a 24-hour hotline, by mail or in-person. The report is then reviewed by staff and, if applicable, further action, including in-depth investigations and fines are administered. The City does not designate potential penalties for violations. Whistleblower retaliation information is provided to employees through CityNet, but not publicly available.

Example 4: City and County of San Francisco

The City and County of San Francisco's Charter directs the Office of the Controller to administer the Whistleblower Program. Reports can be made anonymously and filed online, via a 24-hour hotline, or by mail. The report is then reviewed by staff and, if applicable, further action, including in-depth investigations and potential fines are administered. Updates are not provided to the reporter and claims of retaliation must be handled through a separate ethics commission.

Example 5: City of San Jose

The City of San Jose created the Whistleblower Hotline to provide the public and employees with an opportunity to report misconduct by officials and employees. Reports can be made anonymously or confidentially and filed online, via a 24-hour hotline, by email, fax or mail. The report is reviewed by staff and, if applicable, further action is taken to address the concern. Reporters can receive periodic updates regarding their claim by calling the Whistleblower Hotline. Additionally, the hotline may contact the reporter should questions arise during the investigation.

Example 6: County of Santa Clara

The County of Santa Clara instituted a whistleblower program in 2010 for employees and the public to safely report government misconduct by County officers and employees. Board Resolution No. 2010-211 outlines procedures and policies for program implementation. The Office of the County Counsel receives reports, investigates, and refers violations to appropriate departments, including the Office of the County Auditor, for penalties and fines. Reports can be made anonymously or confidentially and filed online, via a 24-hour hotline, by email or mail. The report is then reviewed by staff and, if

applicable, further action is taken. Reporters can receive updates and outcomes of the investigation if they provide their contact information when reporting the misconduct. Retaliation is explicitly outlined as illegal and how the County addresses retaliation is stated in the Labor Code.

In addition, attached is the Fraud, Waste, and Abuse Policy adopted in May of this year by the City of Thousand Oaks (Attachment 7), which has just recently been implemented.

CONCLUSION

Whistleblower programs are not intended to replace or eliminate existing avenues for reporting employee misconduct and should supplement reporting methods already implemented by an agency. Many agencies recommend exhausting the traditional means of internal reporting mechanisms (e.g. chain of command reporting) prior to initiating a formal whistleblowing investigation. However, a whistleblower policy provides a confidential and safe avenue for employees and the public to report misconduct occurring within an organization.

Staff recommends that Council discuss a potential Whistleblower Policy and direct staff to:

1. Develop a Whistleblower Policy and Reporting Procedure;
2. Ensure Whistleblower Policy clearly delineates administrative authority and responsibilities between Controller, City Attorney's office and Human Resources; and
3. Includes periodic reports to the Council on statistical information, including quantity and types of calls received and status of findings.

FINANCIAL IMPACT

There is no fiscal impact from the discussion of the Whistleblower Policy. The fiscal impact will be determined once Council determines the type of policy it wishes to adopt.

ATTACHMENTS

- Attachment 1: City of Los Angeles Ordinance No. 179871
- Attachment 2: City of Oakland Ordinance No. 12890
- Attachment 3: City of Sacramento Whistleblower Hotline Procedures
- Attachment 4: City and County of San Francisco Appendix F Section F1.107
- Attachment 5: City of San Jose Whistleblower Hotline Website Information
- Attachment 6: County of Santa Clara Whistleblower Policy
- Attachment 7: City of Thousand Oaks Fraud, Waste, and Abuse Policy

ORDINANCE NO. 179871

An ordinance adding a new Article 2 to Chapter 4, Division 20 of the Los Angeles Administrative Code setting forth the powers and duties of the Fraud, Waste and Abuse Unit in the Controller's Office.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 2 is added to Chapter 4, Division 20 of the Los Angeles Administrative Code to read:

CHAPTER 4, ARTICLE 2

CONTROLLER'S FRAUD, WASTE AND ABUSE UNIT

Sec. 20.60. Purpose of the Controller's Fraud, Waste and Abuse Unit.

The purpose of the Fraud, Waste and Abuse Unit (Unit) in the Controller's Office is to identify and prevent losses of City funds and resources and to act as a deterrent to fraud, waste and abuse. The activities of the Unit are subject to budgetary constraints and the management discretion of the Controller.

Sec. 20.60.1. Receipt of Complaints and Allegations.

The Unit may receive complaints and allegations from any department, office or employee of the City, or from any member of the public. Any person providing a complaint or allegation to the Unit may do so anonymously. In addition, the Controller's Office may initiate an investigation into potential fraud, waste or abuse on its own initiative.

Sec. 20.60.2. Complaint Examination and Referrals.

The Unit will examine complaints and allegations received, or initiated by the Controller's Office, and classify them into four general categories, including: (1) no action required; (2) refer to the Controller's Audit Division or other appropriate division of the Controller's Office; (3) refer to another agency for investigation or other action; and (4) designate for further investigation by the Unit. The Unit will establish regular liaison meetings as necessary with other agencies and departments of the City, including meetings at least monthly or as otherwise agreed with the City Ethics Commission and the Police Department, to facilitate cooperation and referrals between the Unit and other agencies and departments, and to review complaints and allegations received or initiated by the Controller's Office after the previous meeting.

Sec. 20.60.3. Assistance to Law Enforcement.

The Unit has no independent law enforcement authority. However, after referral to an appropriate agency with law enforcement authority, the Unit may provide assistance, upon request, to the agency receiving the referral.

Sec. 20.60.4. Cooperation.

City departments and other entities are expected to report potential fraud, waste and abuse of City resources to the Unit, the Ethics Commission, the Police Department or other entity for investigation or appropriate action, as may be necessary. In addition, City departments and other entities are expected to cooperate with the Unit when requested to do so. This cooperation may take the form of responding to information requests or providing staff support to the Unit on a limited basis as the needs and legal restrictions of City departments and other entities allow. Staff providing support to the Unit shall treat all information concerning Unit investigations as confidential.

Sec. 20.60.5. Controller's Fraud, Waste and Abuse Hotline.

At the Controller's discretion, the Unit may operate a telephonic hotline to receive complaints and allegations of fraud, waste and abuse. Callers to the hotline shall be offered the option of reporting anonymously. The Unit may also provide email, web-based, or other electronic methods of reporting complaints and allegations, provided these include an option for remaining anonymous.

The fraud, waste and abuse hotline may not be promoted or operated in a manner that would interfere with or create confusion regarding the role of the City Ethics Commission's whistleblower hotline, which was established by Charter Section 702(g) to address complaints and allegations related to campaign finance, lobbying, governmental ethics and conflicts of interest. Complaints and allegations examined by the Unit that upon receipt or after investigation has begun appear to fall within the jurisdiction of the Ethics Commission shall be referred to the Ethics Commission without undue delay after discovery of that fact.

Sec. 20.60.6. Confidentiality.

Investigations conducted by the Unit shall be confidential. Information regarding Unit investigations may not be disclosed except as necessary to conduct investigations or as required by law. Notwithstanding the confidential nature of Unit investigations, the Unit shall release relevant information as necessary to carry out referrals to other agencies for appropriate action, and may release aggregated or summary information for reporting purposes.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles of APR 29 2008 and was passed at its meeting of MAY 06 2008.

KAREN E. KALFAYAN, City Clerk

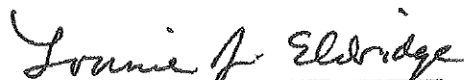
By 
Deputy

Approved MAY 15 2008


Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By 
LONNIE J. ELDRIDGE
Deputy City Attorney

Date 4/11/08

File No. 04-2415-51

M:\General Counsel (GC)\Eldridge, Lonnie\Ordinances\Controller\SuppFWAOrd.doc

DECLARATION OF POSTING ORDINANCE

I, MARIA C. RICO, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

Ordinance No. 179871 - Adding a new Article 2 to Chapter 4, Division 20 of the Los Angeles Administrative Code setting forth the powers and duties of the Fraud, Waste and Abuse Unit in the Controller's Office - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on May 6, 2008, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on May 20, 2008 I posted a true copy of said ordinance at each of three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Hall of Records of the County of Los Angeles.

Copies of said ordinance were posted conspicuously beginning on May 20, 2008 and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 20th day of May 2008 at Los Angeles, California.


Maria C. Rico, Deputy City Clerk

Ordinance Effective Date: June 29, 2008
Rev. (2/21/06)

Council File No. 04-2415-S1

ATTACHMENT NO. 1
PAGE 4 OF 4

FILED
OFFICE OF THE CITY CLERK
OAKLAND

08 JUL 10 PM 4:05
INTRODUCED BY COUNCIL MEMBER _____

APPROVED AS TO FORM AND LEGALITY
Brady Carter
CITY ATTORNEY

OAKLAND CITY COUNCIL

ORDINANCE NO. 12890 E.M.S.

ORDINANCE PROHIBITING RETALIATION AGAINST EMPLOYEES WHO ACT AS WHISTLEBLOWERS

WHEREAS, the City of Oakland is committed to rooting out waste, fraud and abuse and to maintaining the highest standards of behavior by its officials and employees; and

WHEREAS, the City Auditor maintains a Whistleblower Program for the purpose of receiving individual complaints concerning the quality and delivery of government services, wasteful and inefficient City government practices, misuse of City funds, and improper activities by City officers and employees; and

WHEREAS, the City of Oakland has an interest in protecting the integrity of the City Auditor's Whistleblower Program and City government employees are encouraged to participate in the City Auditor's Whistleblower Program; now, therefore,

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

- Section 1 Title and Purpose
- Section 2 Whistleblower Defined
- Section 3 Whistleblower Identity
- Section 4 Retaliation Prohibited
- Section 5 Administrative Complaint of Retaliation
- Section 6 Retaliation Defined
- Section 7 Adverse Employment Action Defined
- Section 8 City Defined
- Section 9 Burden of Establishing Retaliation
- Section 10 Discipline
- Section 11 Civil Penalties

SECTION 1. TITLE AND PURPOSE. This Chapter shall be known as the Whistleblower Ordinance. The purpose of this Ordinance is to protect all City government employees who act as Whistleblowers from retaliation.

SECTION 2: WHISTLEBLOWER DEFINED. Whistleblower is defined as an officer or employee who reports or otherwise brings to the attention of the City Auditor any information which, if true, would constitute one of the following: a work-related violation by a City officer or employee of

any law or regulation; fraud, waste or mismanagement of City assets or resources; gross abuse of authority; a specific and substantial danger to public health or safety due to an act or omission of a City official or employee; or use of a City office, position or resources for personal gain.

SECTION 3. WHISTLEBLOWER IDENTITY. To the extent permitted by law, the identity of anyone reporting information to the City Auditor about an improper governmental action shall be treated as confidential unless the employee waives his or her confidentiality in writing.

SECTION 4. RETALIATION PROHIBITED. No officer or employee of the City of Oakland shall use or threaten to use any official authority or influence to restrain or prevent any other person who is acting in good faith and upon reasonable belief as a Whistleblower.

No officer or employee of the City of Oakland shall use or threaten to use any official authority or influence to cause any adverse employment action as a reprisal against a City officer or employee who acts as a Whistleblower in good faith and with reasonable belief that improper conduct has occurred.

SECTION 5. ADMINISTRATIVE COMPLAINT OF RETALIATION. Any officer or employee who believes that he or she has been subject to an adverse employment action as a result of being a whistleblower may file a complaint of retaliation with the City Auditor within 180 days of the alleged misconduct. The City Auditor shall thereupon investigate the complaint. If the Office of the City Auditor is named in the complaint, the complaint shall be directed to the City Attorney for investigation. The investigation of a retaliation complaint should be completed in eight (8) weeks or less, absent extraordinary circumstances. Any reports regarding retaliation are confidential and not subject to disclosure.

SECTION 6. RETALIATION DEFINED. Retaliation is defined as any adverse employment action, including discharge, discipline or demotion.

SECTION 7. ADVERSE EMPLOYMENT ACTION DEFINED. An adverse employment action requires a showing that the retaliatory action had a detrimental and substantial effect on the terms, conditions, or privileges of a complainant's employment or required the complainant to work in a discriminatorily hostile or abusive work environment. A change that is merely contrary to a complainant's interests or liking is insufficient.

SECTION 8. CITY DEFINED. City is defined as the City of Oakland, its agencies, departments, boards and commissions.

SECTION 9. BURDEN OF ESTABLISHING RETALIATION. In order to establish retaliation, a complainant must demonstrate by a preponderance of the evidence that the complainant's engagement in activity protected in Section 2 was a substantial motivating factor for the adverse employment action. The supervisor or manager may rebut this claim if he or she demonstrates by a preponderance of the evidence that he or she would have taken the same employment action irrespective of the complainant's participation in protected activity.

SECTION 10. DISCIPLINE. Any manager, supervisor or employee of the City of Oakland who knowingly engages in conduct prohibited by this Ordinance shall be disciplined, up to and including discharge.

SECTION 11. CIVIL PENALTIES. Any manager, supervisor or employee of the City of Oakland who believes that he or she has been the subject of retaliation in violation of this Ordinance may bring a civil action against the City officer or employee who committed the violation. The civil penalty for such a violation shall not exceed five thousand dollars (\$5,000.00). Such action must be filed no later than one year after the date the manager, supervisor or employee files a complaint of retaliation with the City.

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 SEP 24 PM 4:22

IN COUNCIL, OAKLAND, CALIFORNIA, SEP 16 2008

PASSED BY THE FOLLOWING VOTE:

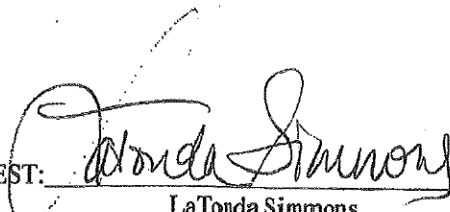
AYES- BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID and
PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST:



LaTonda Simmons

City Clerk and Clerk of the Council
of the City of Oakland, California

DATE OF ATTESTATION: 9/24/08

Sacramento City Auditor's Whistleblower Hotline Procedures

Policy Background

City Council directed the Office of the City Auditor in March 2012 to begin implementing a Whistleblower Hotline in order to receive and investigate allegations (also referred to as complaints) of possible City fraud, waste, and abuse.

The following office procedures and supplemental documents aim to create a consistent and logical method for receiving and tracking complaints that ensures accountability. These procedures describe how City Auditor's Office staff will handle complaints. Additionally, the procedures lay out a risk-based approach for using the Auditor's Office's limited resources to investigate the allegations that could place the City at the greatest risks.

Receiving Allegations

City staff or members of the public may submit allegations by either calling the Whistleblower Hotline's toll-free number 1-888-245-8859 or by completing the online form located at <https://www.reportlineweb.com/cityofsacramento>. In addition, individuals may also submit allegations directly to the City Auditor or any Auditor Office staff member. Any individual who files a complaint may elect to have their identity kept confidential. The individual's identity will be kept confidential to the extent permitted by law unless the individual waives confidentiality in writing. Information can be submitted in person, over the phone, by voicemail, by e-mail, or by mail. The following provides the general procedure for receiving allegations. The supplemental documents referenced provide more detailed information about receiving allegations.

In-person or phoned-in allegations

1. Ask about the subject of the allegation to ensure that the complainant is reporting to the correct entity. Determine if the allegation is about a City department, employee, vendor, or contractor or would fall under another jurisdiction.
 - a. If the allegation is not related to City government (for example, it is about a State or County employee), refer the complainant to other relevant reporting options.
See Reporting Options spreadsheet



- b. Enter the information in the Intake Log with a note about which entity the complainant was referred to.
2. If the allegation is about a City department, employee, vendor, or contractor, start a conversation with the complainant about the allegation.
3. After obtaining a basic understanding of the allegation, if the complainant had not already provided his/her name - ask for his/her name and contact information. Discuss the complainant's preference about remaining anonymous. Note this information on the Intake Form. Staff receiving allegations may enter notes on paper or directly into the electronic form.
4. After gathering this information, continue the conversation about the allegation. Ask the questions from the Intake Form if appropriate, but use your discretion to ask additional questions. The form's questions are meant to be used as a tool to aid the conversation and to solicit possible additional evidence.
5. After completing the conversation, enter/review Intake Form notes and save the file on the Investigations flash drive.
6. Log the allegation information on the Intake Log.
7. Discuss the allegation with the City Auditor or other appropriate audit staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Serious Allegation section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Voicemail allegations

1. Listen to the voicemail.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and the contact information are available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with the City Auditor or other appropriate audit staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Serious Allegation section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.



E-mailed or Mailed-in allegations

1. Read the e-mail or letter.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form
4. If necessary and the contact information are available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with the City Auditor or other appropriate audit staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Serious Allegation section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Serious Allegations

The Intake Log and Intake Form ask staff conducting intake to rate the priority of the allegation using "low," "medium," and "high." This method is to help the office prioritize its investigations by targeting overall risk to the City. Any allegations that are rated "medium" or "high" should be presented to the City Auditor or relevant audit staff as soon as practicable. Those rated "low" can be discussed during periodic hotline discussions. The following provides guidance about rating allegations:

High Priority

Some reasons why allegations may be considered high priority are that they could include a safety concern, loss to the City of more than \$75,000, criminal activity resulting in a loss of at least \$400, high-level involvement, collusion of multiple wrongdoers, major department-wide issue, or need for immediate action to stop a potential major issue. High-priority items should be discussed immediately, and addressing these items could take priority over other investigations and audits – at the City Auditor's discretion.

Medium Priority

Allegations in this category could include a loss to the City of more than \$25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious when summed.



Low Priority

Allegations in this category could include a loss to the City of less than \$25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. The office would aim to investigate items in this list, but may not do so because of limited resources. However, if the same or similar issues were reported multiple times – low priority items may become more of a priority.

Allegations Covered By the Office of the City Auditor

The aim of the hotline is to promote good government by providing City employees and members of the public with a way to report allegations of fraud, waste, and abuse.

In 2009, State law went into effect that enabled local government auditors to establish whistleblower hotlines and to provide whistleblower protections. Local auditors are authorized under California Government Code Section 53087.6 to create whistleblower hotlines with the approval of their respective legislative bodies.

The California Government Code defines “fraud, waste, or abuse” in this context as an activity by a local government or employee “that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct.”

The following further defines fraud, waste, and abuse:

Fraud -- The Association of Certified Fraud Examiners defines occupational fraud as “the use of one’s occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization’s resources or assets.”

Some examples of possible fraud include theft of City funds or property, accepting or soliciting a bribe or kickback, falsifying payroll information, falsifying financial records to hide theft, submitting a false voucher, or using city property for non-City business.

Waste -- Waste can be intentional or unintentional and can involve unnecessary or extravagant City expenditures or misuse of City resources.

Abuse -- This is the use of an employee’s position in the City to obtain personal gain for that employee or for someone else like a family member or friend.



The above definitions are meant to provide guidance, and are not meant to cover all types of allegations that will be investigated.

Allegations Covered by Other City Offices

Some allegations are more appropriately investigated by other City Departments. The intent of establishing a whistleblower hotline is not to replace or limit other reporting options. Specifically, many Human Resources-related issues should still be reported to the appropriate Human Resources staff. For example, labor grievances, discrimination allegations, and workers' compensation claims should be reported under the City's current procedures. Also, some callers may want to report legal issues to the City Attorney's Office, or code enforcement issues to the Community Development Department. As appropriate, the Auditor's Office will refer reporters to other City divisions. However, it may also be appropriate for Audit staff to gather initial information in these areas to better understand the issues involved.

Internal Referrals:

Risk Management for workers' compensation information:
916-808-5741

<http://cityofsacramento.org/hr/risk/index.cfm>

Risk Management for environmental health and safety programs like OSHA and DOT compliance:
916-808-5278

<http://cityofsacramento.org/hr/risk/index.cfm>

Risk Management for insurance and liability claims:
Insurance: 916-808-5556

Liability Claims: 916-808-5502

<http://cityofsacramento.org/hr/risk/index.cfm>

Labor Relations for union grievance procedures:
<http://cityofsacramento.org/hr/laborRelations/index.cfm>

Office of Civil Rights for the grievance procedures alleging discrimination based on disability:
916-264-5011

<http://cityofsacramento.org/adaweb/grievance-procedure.html>

Other Human Resources related issues:
916-808-5726

<http://www.cityofsacramento.org/hr/>

Legal Issues by attorney assignment:
916-808-5346
http://www.cityofsacramento.org/cityattorney/department_assignments/Assignments.cfm

Whistleblower Hotline Procedures
As of 4/15/2013



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ATTACHMENT NO. 3
PAGE 5 OF 8

Code Compliance Division for neighborhood code, housing and dangerous buildings, business compliance, landscape requirements, rental house standards, and anti-graffiti:
311 or 916-264-5011 outside of City limits
<http://www.cityofsacramento.org/dsd/code-compliance/>

Police for non-emergencies:
916—264-5471
<http://www.sacpd.org/>



Allegations Covered by Non-City Agencies

Jurisdiction	Organization	Reporting	Methods
County of Sacramento	County Auditor-Controller	Audit Fraud Hotline	916-874-7822 TDD callers 800-735-2929 Audit Fraud Hotline/ County of Sacramento/ 700 H St, Room 3650/ Sacramento, CA 95814
State of California	Bureau of State Audits	Whistleblower Hotline	800-952-5665 Investigations/ Bureau of State Audits/ 555 Capitol Mall, Suite 300/ Sacramento, CA 95814 http://www.bsa.ca.gov/hotline/filecomp
Consumer Complaints Against a Business	California Office of the Attorney General	Comment/ Complaint Form	http://ag.ca.gov/contact/complaint_form.php?cmplt=CL
Consumer Complaints Against a Business	Better Business Bureau	Complaints	https://www.bbb.org/consumer-complaints/file-a-complaint/get-started
California Attorneys	State Bar of California	Complaints	800-843-9053 http://www.calbar.ca.gov/Attorneys/LawyerRegulation/FilingaComplaint.aspx
California Judges	Commission on Judicial Performance	Complaints	415-557-1200 http://cjp.ca.gov/file_a_complaint.htm



Special Circumstance

1. The Auditor's Office may receive complaints about elected officials. As the Auditor's Office does not generally have the authority to audit the Mayor and City Council without their request to be audited, allegations involving these officials shall be discussed with the City Auditor immediately. The City Auditor, audit staff and other City officials – if necessary – will discuss how to evaluate these types of complaints.
2. Additionally, complaints may be received about members of the Auditor's Office. If such complaints occur, those receiving the allegations should report them to the City Auditor immediately. The City Auditor and any other staff who become aware of the complaint will evaluate the allegation, possibly with the advice of other City staff and officials, to determine if an investigation shall be conducted within the office or by an entity outside of the office. Auditor's Office members are expected to keep the allegation confidential, and not inform the staff member for whom the allegation was about. If the complaint is about the City Auditor, the auditor receiving the allegation should discuss it with another staff member and possibly seek guidance from staff or officials outside of the office to determine how to proceed.

City Auditor Signature

Date

Sacramento Office of the City Auditor Contact Information:

Sacramento Office of the City Auditor
New City Hall
915 "I" Street, 3rd Floor, Room 3106,
Sacramento, CA 95814

Website: <http://www.cityofsacramento.org/auditor/>

Audit Staff

Jorge Oseguera (City Auditor)
Office: (916) 808-7270
joseguera@cityofsacramento.org

Nicholas Cline (Senior Auditor)
Office: (916) 808-7285
ncline@cityofsacramento.org



San Francisco Charter

APPENDIX F:

AUTHORITY AND DUTIES OF CITY SERVICES AUDITOR

F1.107. CITIZENS' COMPLAINTS; WHISTLEBLOWERS.

(a) The Controller shall have the authority to receive individual complaints concerning the quality and delivery of government services, wasteful and inefficient City government practices, misuse of City government funds, and improper activities by City government officers and employees. When appropriate, the Controller shall investigate and otherwise attempt to resolve such individual complaints except for those which:

- (1) another City agency is required by federal, state, or local law to adjudicate,
- (2) may be resolved through a grievance mechanism established by collective bargaining agreement or contract,
- (3) involve allegations of conduct which may constitute a violation of criminal law, or
- (4) are subject to an existing, ongoing investigation by the District Attorney, the City Attorney, or the Ethics Commission, where either official or the Commission states in writing that investigation by the Controller would substantially impede or delay his, her, or its own investigation of the matter.

If the Controller receives a complaint described in items (1), (2), (3), or (4) of this paragraph, the Controller shall advise the complainant of the appropriate procedure for the resolution of such complaint.

(b) If the Controller receives a complaint alleging conduct that may constitute a violation of criminal law or a governmental ethics law, he or she shall promptly refer the complaint regarding criminal conduct to the District Attorney or other appropriate law enforcement agency and shall refer complaints regarding violations of governmental ethics laws to the Ethics Commission and the City Attorney. Nothing in this Section shall preclude the Controller from investigating whether any alleged criminal conduct also violates any civil or administrative law, statute, ordinance, or regulation.

(c) Notwithstanding any provision of this Charter, including, but not limited to Section C3.699-11, or any ordinance or regulation of the City and County of San Francisco, the Controller shall administer a whistleblower and citizen complaint hotline telephone number and website and publicize the hotline and website through press releases, public advertising, and communications to City employees. The Controller shall receive and track calls and emails related to complaints about the quality and delivery of government services, wasteful and inefficient City government practices, misuse of government funds and improper activities by City government officials, employees and contractors and shall route these complaints to the appropriate agency subject to subsection (a) of this Section. The Board of Supervisors shall enact and maintain an ordinance protecting the confidentiality of whistleblowers, and protecting City officers and employees from retaliation for filing a complaint with, or providing information to, the Controller, Ethics Commission, District Attorney, City Attorney or a City department or commission about improper government activity by City officers and employees. The City may incorporate all whistleblower functions set forth in this Charter or by ordinances into a unified City call center, switchboard, or information number at a later time, provided the supervision of the whistleblower function remains with the Controller and its responsibilities and function continue unabridged.

(Added November 2003)

ATTACHMENT NO. 4
PAGE 1 OF 1

Whistleblower Hotline

Purpose

The City of San Jose takes pride in our employees and the high-quality services we provide to the community. In order to ensure that we maintain and improve upon the quality and integrity of our services, the City of San Jose created the Whistleblower Hotline to provide the public and employees with an opportunity to express concerns such as:

- Theft of City resources (e.g., cash, equipment, supplies, or materials)
- Record falsification, including timecards
- Misuse of City equipment or property
- Misuse or waste of City resources, including government funds
- Improper activities by City officials, employees, and contractors

Report a Concern

There are various ways to express concerns:

- Call the Whistleblower Hotline at (408) 535-8200. Callers may leave a voicemail after hours.
- Fax the Whistleblower Hotline at (408) 292-6436.
- Email the Whistleblower Hotline.
- Submit a concern through the Whistleblower Hotline - Online Complaint Form.
- Send a letter to: City of San Jose
Whistleblower Hotline 200 E. Santa Clara St. 3rd Floor Wing
San Jose, CA 95113-1905

Anonymity

You may choose to remain anonymous. Caller ID has been disabled for the Whistleblower Hotline. If you choose to submit a concern online or via email and want to remain anonymous, please use a non-City computer with an email address that does not contain your name.

POLICY RESOLUTION NO. 2010-211

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CLARA IMPLEMENTING
BOARD POLICY RELATING TO THE REPORTING OF
IMPROPER GOVERNMENT ACTIVITY
PURSUANT TO DIV. A-25, SECS. 750-753

WHEREAS, the Board of Supervisors wishes to give direction and set policy for such matters for which the responsibility of decisions is placed on it by virtue of State codes, County Charter or specific ordinances and resolutions or relates to its broad policy-making authority to matters regarding Santa Clara County; and

WHEREAS, the Board of Supervisors wishes to clearly state and compile policies and to provide for distribution of these policies to affected decision-makers; and

WHEREAS, the Policy Manual is not set by ordinance, is not legally binding, and can be changed by adoption of a resolution approved by a majority of the Board of Supervisors and is intended to give guidance to staff and future Board of Supervisors;

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Adopted

APR 13 2010

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors' Policy Manual is hereby amended by adoption of this resolution to add Section 3.50, Reporting of Improper Government Activity, attached hereto as Exhibit "A" and incorporated herein, and the Clerk of the Board is directed to incorporate the policy into the manual so that it is available to all County staff.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara on APR 13 2010 by the following vote:

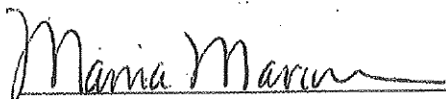
AYES: CORTSE, GAGE, KNISS, SHIRAKAWA, YEAGER
NOES: NONE
ABSTAIN: NONE
ABSENT: NONE
VACANT: NONE



Ken Yeager, President
Board of Supervisors

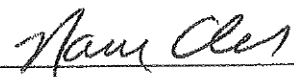
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:



Maria Marinos, Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:



Nancy J. Clark, Deputy County Counsel

ADOPTED

Exhibit A

Administration & General Government

3.50 Reporting of Improper Government Activity

It is the policy of the County of Santa Clara Board of Supervisors that an effective process be established for the receipt, acceptance, investigation, documentation and monitoring of reports of improper government activity in accordance with County of Santa Clara Ordinance Code, Division A25, Sections A25-750 to A25-753. This Ordinance encourages the reporting of possible violations of laws, regulations and rules governing the conduct of County officers and employees and lays out the procedures for reporting and investigating these complaints. The process created by this Board Policy for the reporting of improper government activity is entitled "24/7 Whistleblower Program".

The public purpose in the reporting and investigation of improper government activity is the protection of integrity in governmental institutions. In furtherance of this interest, the County of Santa Clara encourages individuals to report to the Board of Supervisors through the Office of the County Counsel possible violations of laws, regulations and rules governing the conduct of County officers and employees. Also, all complainants including but not limited to County officers and employees are protected from retaliation for filing a complaint with, or providing information about, improper government activity by County officers and employees.

This policy supplements and does not supplant any and all other processes and procedures available for reporting and investigating complaints of possible improper government activity.

3.50.1 Communication of Reporting Procedures

Complaints of possible improper activity may be made in writing via letter, e-mail, facsimile or any other written communication. Reports may also be made via telephone through a toll free number. For this purpose, a complaint telephone number, facsimile phone number and email address shall be established. Complaints may be made on an anonymous basis.

Information informing individuals about how to make reports of improper

government activity shall be provided to the public and County employees via the County's website.

3.50.2 Receipt of Complaints

The Office of the County Counsel is responsible for the receipt of individual complaints concerning the quality and delivery of government services, wasteful and inefficient County government practices, misuse of County government funds, and improper activities by County government officers and employees.

The Office of the County Counsel shall receive and track all complaints and take all necessary steps to protect the complainant's anonymity to the extent possible. Complaints received by the Board of Supervisor Management Audit Division shall be forwarded to the Office of the County Counsel.

3.50.3 Investigation of Complaints

The Office of the County Counsel is responsible for accepting, screening, documenting, analyzing, investigating and reporting complaints concerning possible improper government activities. The Office of the County Counsel may refer complaints of improper financial activity involving County funds to the Board of Supervisors' management auditors for investigation. Other complaints may be referred to other County agencies or departments for investigation, as appropriate.

The Office of the County Counsel shall at all times be available to advise and direct the conduct of the investigation.

3.50.4 Reporting of Complaints and Investigations

The Office of the County Counsel shall be responsible for reporting at least twice per year to the Board of Supervisors the number of complaints received, a synopsis of each complaint, investigative findings and disposition. The reports shall be published on the County of Santa Clara's website.

<u>Approved by:</u>	<u>Signature</u>	<u>Date</u>
City Manager	_____	_____
City Clerk	_____	_____
Dept. Head	_____	_____
Author	_____	_____

City of Thousand Oaks

Administrative Policies and Procedures

SUBJECT: Fraud, Waste, and Abuse Policy	APP NO.: Submission Date: Revision Dates:	AUTHORITY: City Manager Adoption/Approval Date:
DEPARTMENT: FIN		

PURPOSE:

To establish the City of Thousand Oaks' (City's) commitment to protecting its assets against fraud, waste and abuse.

POLICY

This policy is established to ensure elected officials, committee and commission members, volunteers, and employees are aware of the following:

1. Acts that are considered to be fraudulent, wasteful, or abusive;
2. Procedures for reporting suspected fraudulent, wasteful, or abusive acts;
3. Steps to be taken when fraud, waste, abuse, or other related activities are suspected; and that
4. City officials and employees are responsible for the detection, reporting, and prevention of fraud, waste, and abuse, as set forth in this Policy.

Further, it is the policy of the City to identify and promptly investigate any potential fraudulent, wasteful or abusive activities that impact the City's finances, personnel, or the public's assets and, when appropriate, to pursue legal remedies available under the law.

SCOPE OF POLICY

This policy applies to any irregularity, or suspected irregularity, involving employees, elected officials, volunteers, members of the City's committees and commissions, consultants, vendors, contractors, and/or any other parties with a business relationship with the City. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the City.

TERMS AND DEFINITIONS

California Government Code §53087.6(f)(2) defines the term "fraud, waste, or abuse" as:

Any activity by a local agency or employee that is undertaken in the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that:

- Is in **violation of any local, state, or federal law or regulation** relating to: fraud, corruption, malfeasance, bribery, theft of government property, fraudulent claims, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty,
- Is **economically wasteful**, or
- Involves **gross misconduct**.

ATTACHMENT NO. 7
PAGE 1 OF 6

Some of these improprieties may be defined as follows:

Violation	Definition	Description/Complaint Code
Fraud	A known misrepresentation of the truth or misstatement of fact to induce another to act to the City's detriment	Fraud, Accounting/Audit Irregularities
Corruption	The impairment of a public official's duties by bribery	Confidentiality and Misappropriation, Contractor/Vendor Relations
Malfeasance	Wrongdoing or misconduct by a public official	Conflict of Interest, Confidentiality and Misappropriation, Inappropriate Workplace Relationships, Theft, Time Abuse, Violation of Policy
Bribery	The corrupt payment, receipt, or solicitation of a private favor for official action	Improper Supplier or Contactor Activity, Improper Giving or Receiving of Gifts
Theft of government property	Unauthorized taking in to one's possession of property owned by the City.	Theft
Fraudulent claims	A misrepresentation of facts in a claim to receive compensation	Falsification of Contracts, Reports or Records
Coercion	Compulsion by physical force or threat of physical force; threat of taking or withholding official action or causing an official to take or withhold an action	Threat or Inappropriate Supervisor Directive
Conversion	The wrongful possession of or interference with the City's property as if it were one's own	Theft
Malicious prosecution	Intentionally (and maliciously) instituting and pursuing (or causing to be instituted or pursued) a legal action that is brought without probable cause and dismissed in favor of the victim that caused damages	Abuse
Misuse of government property	Misuse of the City's property	Waste
Willful omission to perform duty	Intentional neglect to take action required by law or contract	Abuse

REPORTING RESPONSIBILITY

Each City employee should be familiar with the types of improprieties that might occur within their area of responsibility and be alert for any indication of irregularity. Any irregularity that is detected or suspected should be reported immediately as specified below.

REPORTING PROCEDURES

City employees who have specific information of, or who reasonably suspect, fraud, waste, or abuse are encouraged to report such information to their immediate supervisor, or when appropriate, to Human Resources (HR), the City Attorney's Office (CAO), or the City Auditor. When a City employee believes it is necessary to remain anonymous, the Fraud, Waste, and Abuse Hotline ("Hotline") provides an anonymous method of reporting such incidents over the phone to a third-party interviewer or via an anonymous internet website. The City believes that anonymity is a last resort and should only be used after other reporting methods have been attempted, or when the employee has a reasonable good faith belief that it is necessary. For items believed to involve fraud, waste, or abuse, the supervisor or manager receiving the report should report the incident to the Hotline. All reports made regarding fraud, waste, or abuse should be made seriously and with due professional care.

The following information, when available, should be provided to begin processing a complaint/concern:

- A description of the alleged misconduct covered by the scope of this policy;
- The name of the individual(s) or business involved;
- Specific information regarding the alleged misconduct;
- Circumstances surrounding how the alleged misconduct occurred;
- Where or in what department the alleged misconduct occurred; and
- When the alleged misconduct occurred.

HOTLINE ADMINISTRATION

Structure

The Hotline is hosted by an independent, third-party provider (vendor) contracted by the City. The vendor provides the option for callers to provide information over the Hotline anonymously. The vendor issues an Incident Report for each call and submits the Incident Reports for review and referral. The vendor provides offsite hotline coverage 24/7/365 and live interviewers who obtain the information deemed necessary to verify and process the complaints. This information is then transcribed into an Incident Report, housed in a case management system.

Hotline Review Committee

The Hotline Review Committee ("Committee") is composed of the following members or their designees: the City Attorney, the Human Resources Director, the Finance Director, and the City Auditor. The Committee meets as needed to review all activity related to the Hotline.

The objectives of the Committee are to:

- Review all Incident Reports;
- Determine whether an Incident Report should be investigated;
- Assign Incident Reports to a Case Investigator for investigation;
- Ensure that Incident Reports that are assigned for investigation are adequately investigated; and
- Address any trends in activity or weaknesses in City policies requiring corrective action.

Duplicate reports or reports that do not suggest fraud, waste, or abuse may be closed by the Committee without further action or investigation.

Case Management

The online case management system allows for all Hotline reports to be recorded, updated and tracked in one centralized system to ensure that all reports are addressed appropriately and that the outcomes are consistent with City policy. Incident Reports are maintained in the case management system and are periodically updated with the status of the investigation by the case investigator and the City Auditor. Case management users include members of the Hotline Review Committee, who act as administrators of the case management system, and one or more members of management from each department who may be assigned to respond to incidents within their departments. User access is limited to cases assigned to them.

Case Dissemination

After a call has been entered as an Incident Report and logged into the case management system by the vendor, the report is sent electronically to City Auditor for preliminary review, generally within 24 hours. The City Auditor will determine if immediate action is required. If immediate action appears necessary, the City Auditor will contact the Hotline Review Committee who will decide whether to initiate an internal investigation and/or refer the matter to law enforcement. Incident Reports requiring immediate action include allegations of fraud, waste, or abuse by City executives, or other incidents which, in the judgment of the Committee, warrant immediate action. All other cases will be referred to the Hotline Review Committee in their scheduled meetings.

If an Incident Report involves one or more members of the Hotline Review Committee, those individuals will be excluded from any decisions or activities related to the review and/or investigation of that Incident Report. If this occurs, a Deputy Finance Director, Deputy Human Resources Director, and/or Assistant City Attorney, if needed, will act as members of the Hotline Review Committee to ensure there are a minimum of two officials providing oversight of the review and investigation of the Incident Report.

Due to the City Council's governance role over City employees, the Hotline will not accept incidents involving members of the City Council. Employees reporting these types of complaints will be referred to the California Fair Political Practices Commission, the District Attorney's Office, or other appropriate outside agency, depending upon the nature of the complaint.

Each department will have a dedicated contact who will receive the Incident Report from the Hotline Review Committee, disseminate it to the appropriate staff within their department, if necessary, and access the Report in the case management system to either make updates as to the case disposition themselves or assign it to another user in their department to manage the case. The dedicated department contact will complete the preliminary case closure before the Hotline Review Committee reviews and formally closes an Incident Report.

The Hotline Review Committee will select a Case Investigator in accordance with this Policy. The Investigator can be a member of the Hotline Review Committee. There might be times when the complexity and risk associated with some Hotline reports could require additional resources or experts currently not available within the City who may be utilized to assist in the investigation, oversee the investigation, or to conduct an independent review. These third-party experts may include, but are not limited to, an independent CPA, an independent auditor, specialized labor counsel, a Certified Fraud Examiner, or an independent legal expert. The investigation of a Hotline Report will be conducted without conflict or bias.

As the Hotline Case Administrator, the City Auditor will be responsible for:

- Monitoring all Incident Reports referred to other departments or units for investigation, and their outcomes;
- Conducting an independent investigation of reported incidents when appropriate;

- Monitoring the timeliness of department responses based on timeframes established by the Hotline Review Committee; and
- Closing Incident Reports after the final review of the Hotline Review Committee.

Reporting Allegations Other Than Fraud, Waste, and Abuse

Complaints received by the Hotline that allege certain Labor-Management issues, (e.g., discrimination, sexual harassment, substance abuse, workplace violence or threats), are not included within the definition of "fraud, waste, or abuse" and, as a result, are not within the purview of this policy. However, complaints made to the Hotline, which are related to Labor-Management issues, will be forwarded to the appropriate management function for review and action.

AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD, WASTE, and ABUSE

The selected case investigator, or authorized representative, will have access to, and authority to examine any and all records, documents, systems and files of the City and/or other property of any City department, office or agency to the extent such access and examination is permitted by law. It is the duty of any officer, employee or agent of the City having control of such records to permit access to, and examination thereof, upon the request of the Case Investigator, or his or her authorized representative. It is also the duty of any such officer, employee or agent to fully cooperate with the Investigator and to make full disclosure of all pertinent information. The Investigator shall also be permitted access to any and all records, documents, systems and files of any City vendor or contractor as allowed by City agreements, contracts, and as permitted by law.

WHISTLEBLOWER PROTECTION

Employees, elected officials, consultants, contractors, vendors, and representatives/agents of the City of Thousand Oaks shall not engage in any adverse or retaliatory personnel action against a whistleblower for:

- Providing information (excluding the filing of malicious complaints discussed below);
- Disclosing or threatening to disclose any activity which that person believes to be wrongdoing; or
- Objecting to or refusing to participate in any wrongdoing.

CONFIDENTIALITY

All information received by the third-party administrator, the Hotline Committee, and/or case investigator shall be treated as confidential to the extent permitted by law. Any employee who suspects inappropriate activity shall report the incident immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected act. The employee should not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the City Attorney.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to protect the privacy of persons investigated and to encourage the candor of persons making complaints, and to minimize the City's potential civil liability. Public disclosure shall be made only in accordance with applicable law.

FILING OF MALICIOUS COMPLAINTS

The City will not tolerate malicious complaints. A "malicious complaint" is one that is made in bad faith, or with knowledge that the complaint is false, or lacks any factual support. Complaints/concerns will not be considered malicious merely because they are determined to be unsubstantiated. Malicious complaints may result in disciplinary action in accordance with applicable City policies and procedures, up to and including termination from employment.

DISCIPLINE

Following the review of the investigation results and findings, the City Manager, or designee, shall take appropriate action regarding misconduct. Disciplinary action may include: suspension, termination of employment and/or contract, and where appropriate, referral of the case to an appropriate law enforcement agency and District Attorney's Office for possible investigation and prosecution.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: Q-2

DATE: November 17, 2015

TO: City Council

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

FROM: Joseph Lillio

SUBJECT: Review of the City's Budget for the 1st Quarter – Fiscal Year 2015-16

CONTACT: Joseph Lillio, Chief Financial Officer
Joseph.lillio@ci.oxnard.ca.us, 385-7475

RECOMMENDATION

That City Council receive the first quarter Budget Status Report as of September 30, 2015.

BACKGROUND

The quarterly budget status report includes both governmental and Enterprise Funds. Revenues and expenditures are reported on an accrual basis. As a result, certain revenues will appear to be low because the first several months have been accrued to the prior fiscal year. The focus of this report is on the General Fund and Utility Funds as they make up over 60% of the total budget.

The following chart compares General Fund actual revenues and expenditures (see attachment "A" for a more detailed listing of General Fund revenues and expenditures) against the adopted budget and against prior year amounts through September, accounting for accruals.

GENERAL FUND	FY14-15 QTD	FY15-16 QTD	Quarter to Quarter Comparison (September)	Adopted FY15-16 BUDGET	1st Quarter Actuals as a % of Budget
PROPERTY TAX	-	-	-	46,613,567	0%
SALES TAX*	3,784,118	1,965,735	-48%	24,646,935	8%
TRANSIENT OCCUPANCY TAX	754,335	1,306,708	73%	4,318,680	30%
BUSINESS LICENSE TAX	1,449,102	1,342,975	-7%	5,450,880	25%
BUILDING PERMITS	326,638	250,628	-23%	1,145,460	22%
PLAN CHECKING FEES/BLDG	119,709	198,223	66%	772,140	26%
SUCCESSOR AGENCY PAYMENT ON NOTES AND LOANS	-	3,502,934	-	0	-
OTHER REVENUES	5,437,954	5,472,587	-	32,276,314	17%
TOTAL GENERAL FUND REVENUES	11,871,856	14,039,790	18%	115,223,976	12%
TOTAL GENERAL FUND EXPENDITURES	22,179,810	22,338,950	1%	115,223,976	19%

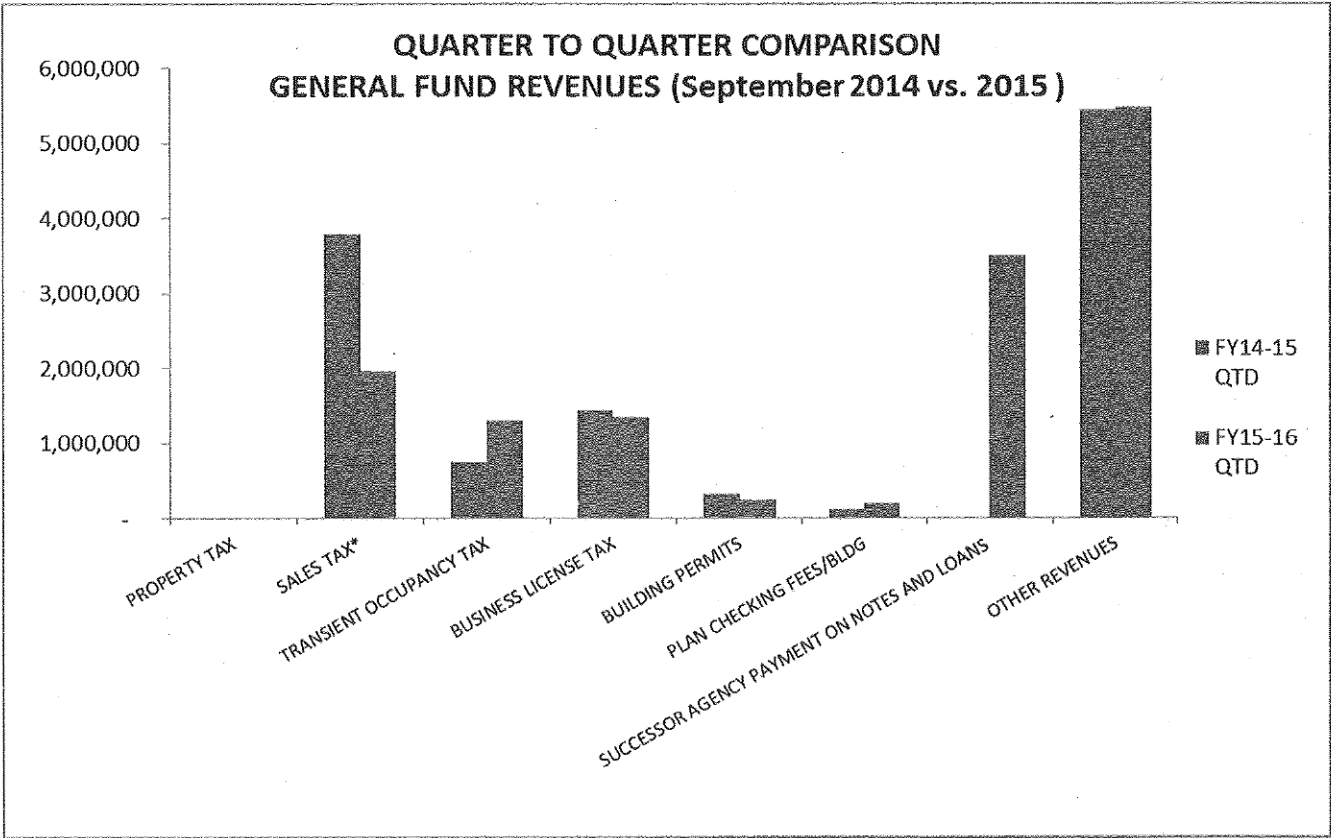
* June Accruals is posted in September'15 vs. October in FY14

In FY 2014-15, the accounting entry to accrue sales tax revenue in the prior period where it should be recognized, was not posted until October 30, 2014. This has an effect of overstating the 1st quarter sales tax revenues in FY 2014-15. The adjusted amount for FY 2014-15, taking into account for accruals, should be \$2,024,718.

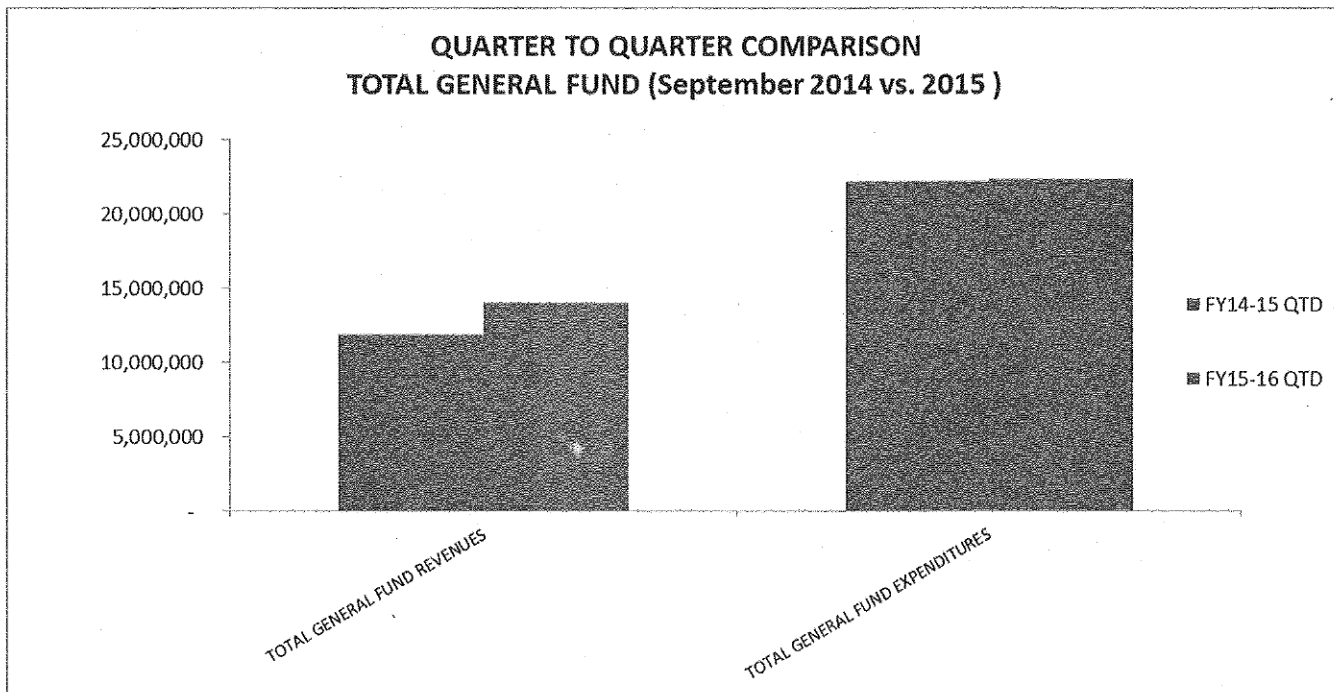
The Transient Occupancy Tax (T.O.T.) for the first quarter in FY 2014-15 was not recorded in the first quarter. This transaction was recorded in October and posted to the 2nd quarter activity. The September 2014 T.O.T. receipt was \$359,904.

There is no property tax revenue recorded in the 1st quarter due to the cyclical timing of receiving property tax revenues. The majority of property tax revenue is received in November/December and April/May.

The dashboard below represents the major General Fund revenue categories, comparing the first quarter of FY 2014-15 to the first quarter of FY 2015-16.



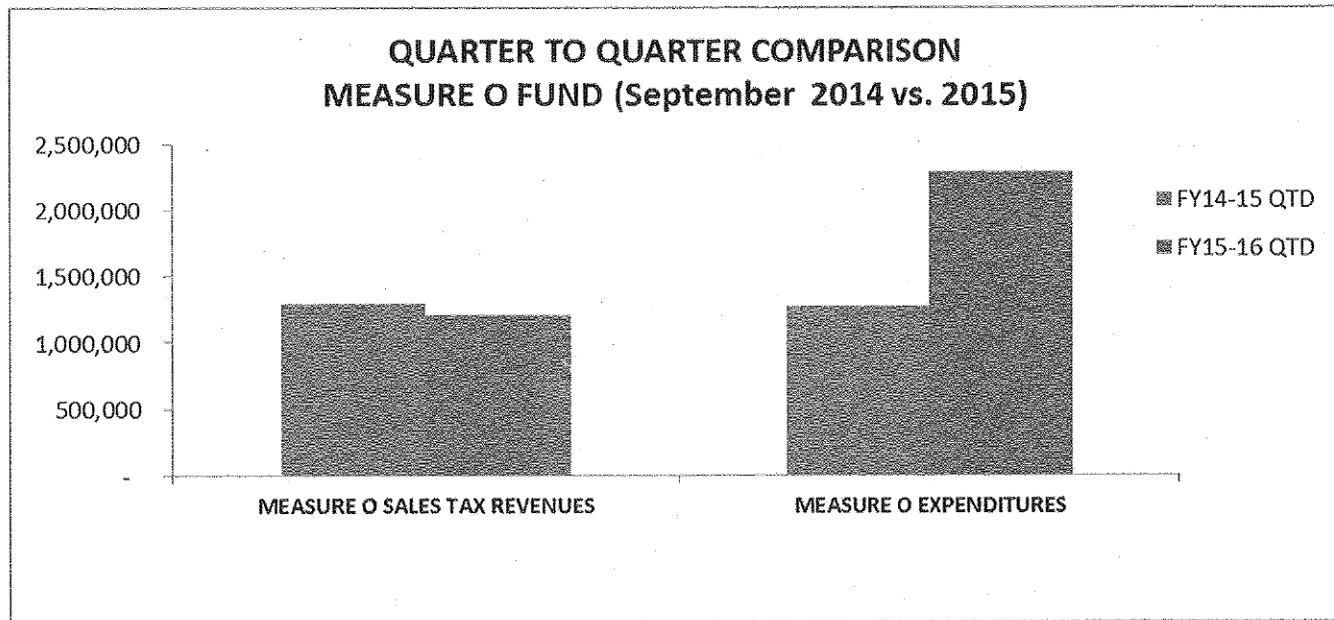
The dashboard below represents the total General Fund revenues and total General Fund expenditures, comparing the 1st quarter of FY 2014-15 to the first quarter of FY 2015-16.



The following chart compares Measure O Fund actual revenues and expenditures against the adopted budget and against prior year amounts through September, accounting for accruals.

MEASURE O OR HALF CENT SALES TAX	FY14-15 QTD	FY15-16 QTD	Quarter to Quarter Comparison (September)	Adopted FY15- 16 BUDGET	1st Quarter Actuals as a % of Budget
MEASURE O SALES TAX REVENUES	1,287,128	1,203,542	-6%	15,301,932	8%
MEASURE O EXPENDITURES	1,268,104	2,286,472	80%	10,904,444	21%

The dashboard below represents the Measure O Fund revenue and expenditures, comparing the 1st quarter of FY 2014-15 to the first quarter of FY 2015-16.

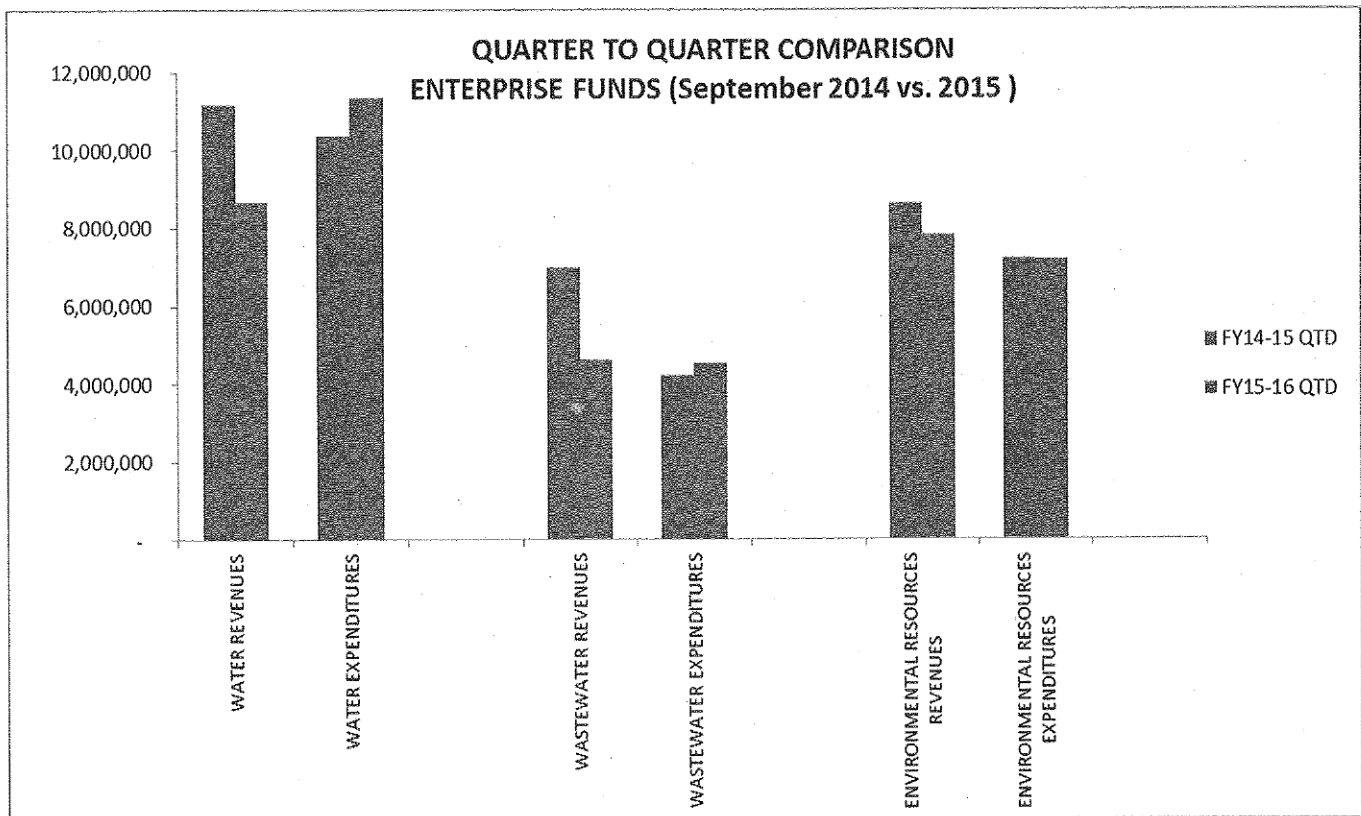


The following chart compares Utility Fund actual revenues and expenditures against the adopted budget and against prior year amounts through September, accounting for accruals.

ENTERPRISE FUNDS	FY14-15 QTD	FY15-16 QTD	Quarter to Quarter Comparison (September)	FY14-15 (Unaudited) YEAR-END ACTUALS	FY15-16 ADOPTED BUDGET	Quarter Actuals as a % of Budget
WATER REVENUES	11,166,130	8,683,998	-22%	52,472,857	55,095,956	16%
WATER EXPENDITURES	10,356,788	11,341,636	10%	60,277,385	60,751,101	19%
WASTEWATER REVENUES	6,986,567	4,615,224	-34%	32,789,933	32,036,438	14%
WASTEWATER EXPENDITURES	4,221,864	4,547,832	8%	32,964,784	33,321,201	14%
ENVIRONMENTAL RESOURCES REVENUES	8,613,724	7,823,423	-9%	44,362,429	43,292,092	18%
ENVIRONMENTAL RESOURCES EXPENDITURES	7,216,632	7,183,573	0%	40,107,771	42,411,936	17%

* Adjusted for pending accruals: \$3,527,634 for Water, \$2,078,352 for Wastewater, and \$2,770,805 for ER

The dashboard below represents the Utility Funds revenues and expenditures, comparing the 1st quarter of FY 2014-15 to the first quarter of FY 2015-16.



FINANCIAL IMPACT

The recommended action to receive the Quarterly Budget Status Report as of September 30, 2015 has no financial impact.

ATTACHMENTS:

- Attachment 1: General Fund Budget Summary 1st Quarter
- Attachment 2: General Fund Budget Reductions Goal of \$12.8M

General Fund Budget Summary

(\$ in Millions)

	FY 2014-15 (Pre-Audit)*	FY 2015-16 Adopted Budget	FY 2015-16 Actuals (1st Qtr)	FY 2015-16 Estimated Year-End
Beginning Cash*	\$ 10.9	\$ 13.3		\$ 13.3
Revenues				
Property Tax	44.75	46.61	-	46.84
Sales Tax	28.71	27.20	1.97	25.39
Franchises	3.62	3.27	0.00	3.69
Business License Tax	5.10	5.45	1.34	5.21
Transient Occupancy Tax	4.66	4.32	1.31	4.76
Deed Transfer Tax	0.76	0.57	-	0.77
Building Fees & Permits	1.32	1.70	0.37	1.35
Intergovernmental	2.63	1.85	0.29	2.73
Infrastructure Use	4.00	3.00	0.75	4.00
Service Fees & Charges	5.98	7.13	1.63	5.95
Fines & Forfeitures	2.11	2.18	0.56	2.30
Interest Income	0.13	0.14	0.00	0.14
Special Assessments	0.19	0.22	0.06	0.20
Rentals	0.03	0.04	0.00	0.05
Utility Fees	-	0.13	-	-
Indirect Cost Reimbursement	7.69	7.02	1.80	7.43
Other Revenue	3.78	2.76	0.45	2.97
Transfer In-Assess Dist/CFD	1.58	1.61	-	1.61
Transfer In-Measure O*	16.00			
Transfers In-Other Funds	0.56	0.04	3.50	3.50
Total Revenues	133.59	115.22	14.04	118.89
Expenditures by Department				
Administrative Services	0.30	0.18	0.08	0.19
City Attorney	1.38	1.82	0.29	1.76
City Clerk	0.44	0.44	0.09	0.44
City Council	0.35	0.35	0.07	0.35
City Manager	2.29	2.75	0.41	2.75
City Treasurer	1.33	1.36	0.22	1.33
Economic Community Develop	1.28	1.40	0.35	1.41
Construction & Design Svcs	1.13	0.40	0.10	0.48
Development Services	6.76	6.28	1.16	6.29
Finance	3.18	3.30	0.62	3.32
Fire	17.37	15.39	3.44	15.37
General Services	9.31	9.47	1.90	9.38
Human Resources	1.73	2.04	0.29	2.02
Library	4.37	4.26	0.86	4.21
Non-Departmental	24.27	6.93	0.57	6.26
Police	50.43	53.63	10.81	53.63
Housing	0.31	0.40	0.07	0.40
Recreation	4.92	4.82	0.99	4.82
Total Expenditures	131.16	115.22	22.34	114.41
Net Annual Activity	2.44	0.00	(8.30)	4.48
Ending Cash Balance	13.30	13.30		17.78

Expenditures by Type	FY 2014-15 (Pre-Audit)*	FY 2015-16 Adopted Budget	FY 2015-16 Actuals (1st Qtr)	FY 2015-16 Estimated Year-End
Personnel	81.77	84.05	17.35	84.05
Services & Supplies	8.41	8.37	1.07	8.21
Internal Service	10.33	10.25	2.54	10.13
Utilities	3.41	3.42	0.76	3.43
Animal Shelter	0.99	1.45	-	1.45
Other Expense	1.72	1.39	0.40	1.37
Lease Pymt Cap Growth Fees	1.70	0.83	-	0.83
Capital Outlay	0.05	0.59	-	0.59
Transfers Out-Traffic Safety	0.30	0.30	-	0.30
Transfers Out-Assess Dists	3.12	0.61	-	0.61
Transfers Out-Impact Fees	7.14	0.51	-	0.17
Transfers Out-PACC	2.58	0.89	0.22	0.73
Transfers Out-Golf Course	3.53	1.07	-	1.00
Transfers Out-Grants	0.02	0.02	-	0.02
Transfers Out-Debt Service	4.44	4.13	-	4.13
Transfers Out-Federal Grant	0.06	-	-	-
Transfers Out-Measure O	-	-	-	1.88
Transfers Out-Other Funds	0.57	1.88	-	0.04
Contingencies/Reserve	1.00	0.10	-	0.10
Negotiated MOU Savings	-	(4.00)	-	(4.00)
Efficiencies	-	(0.62)	-	(0.62)
Total Expenditures	131.16	115.22	22.34	114.41

*includes \$16M loan from Measure O to pay for transfers out to cover deficits in other funds

Table 1. Forecasted Fund Balance from 2015-16 Adopted Budget

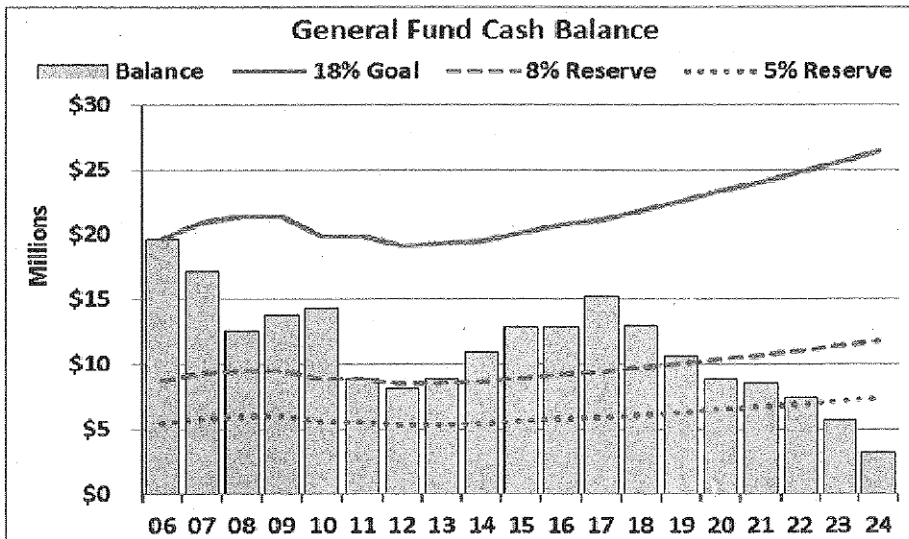
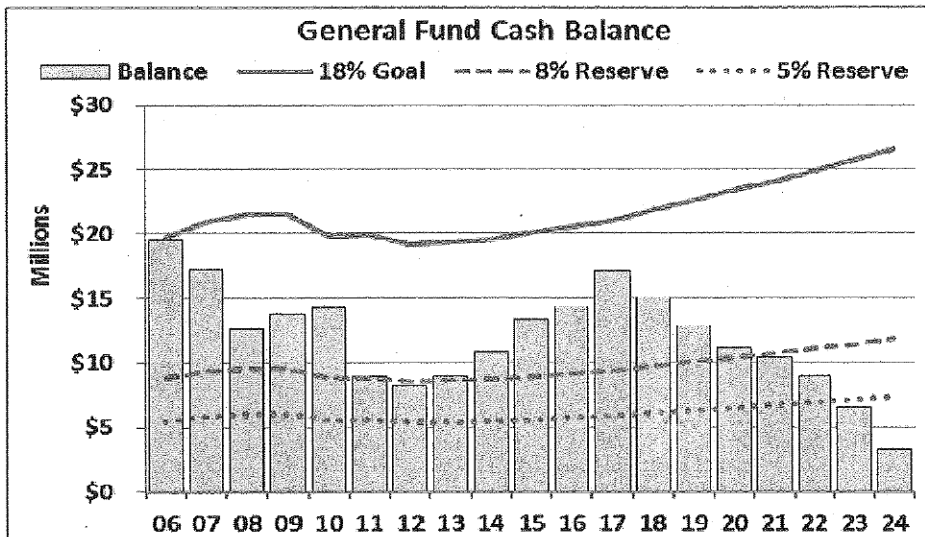
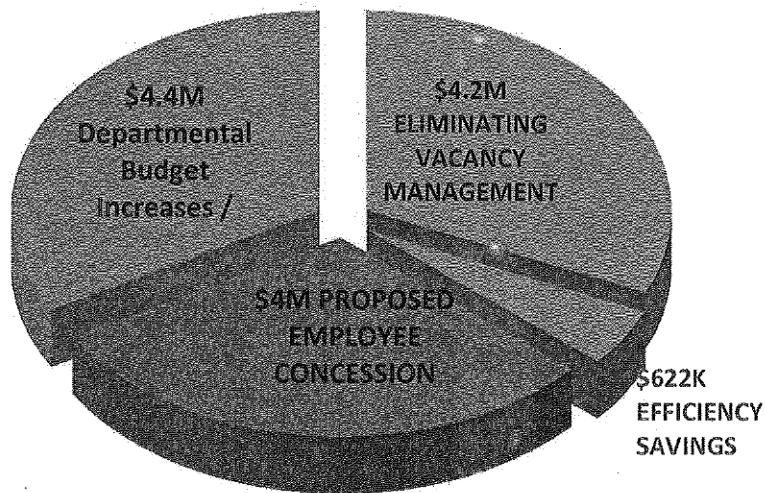


Table 2. Forecasted Fund Balance from 2015-16 First Quarter Update



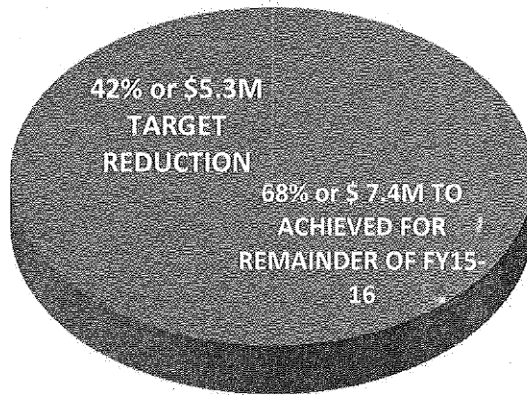
BUDGET REDUCTIONS GOAL	GOAL	ACHIEVE 1ST QUARTER	TOTAL % ACHIEVED
ELIMINATING VACANCY MANAGEMENT	(4,200,000)	(4,200,000)	100%
EFFICIENCY SAVINGS	(621,786)	(395,565)	64%
PROPOSED EMPLOYEE CONCESSION	(4,000,000)	-	0%
DEPARTMENTAL BUDGET INCREASES / REDUCTION	(4,400,000)	(1,157,895)	26%
	(12,737,226)	(5,341,237)	42%

TARGET BUDGET REDUCTIONS OF \$12.8M

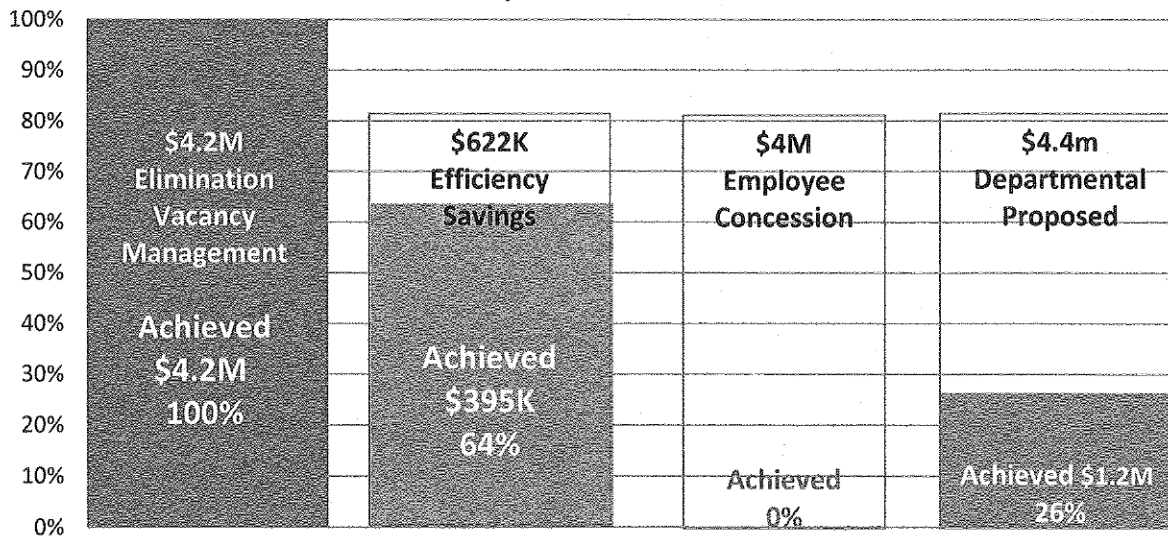


ATTACHMENT NO. 2
PAGE 1 OF 2

BUDGET REDUCTIONS ACHIEVED 1ST QUARTER



Target Budget Goal Achieved as of 1st Quarter of 2015-2016



ATTACHMENT NO. 2
PAGE 2 OF 2