

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. 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

March 20, 2012

7:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development 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

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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. (001)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430
2. **SUBJECT:** Fourth Amendment to Agreement in the amount of \$200,000 for On-Call Soils and Material Testing Services with NV5 dba BTC Labs-Vertical V. (003)
RECOMMENDATION: Approve and authorize the Mayor to execute a Fourth Amendment to the Agreement in the amount of \$200,000 for on-call soils and material testing services provided by NV5 dba BTC Labs-Vertical V (4919-09-CM), increasing the non-to-exceed amount from \$300,000 to \$500,000, and extending the expiration date to October 19, 2013.
Legislative Body: CC Contact: Ralph Alamilo Phone: 385-8341

Housing Department

3. **SUBJECT:** Application for Resident Services Coordinator (RSC) Grant. (027)
RECOMMENDATION: Approve and authorize the City Manager to apply for a Resident Services Coordinator grant through the U.S. Department of Housing and Urban Development (HUD).
 Legislative Body: HA Contact: William E. Wilkins Phone: 385-8094

Police Department

4. SUBJECT: Community Oriented Policing Services Hiring Program. (031)
RECOMMENDATION: 1) Authorize the City Manager to submit an application for \$500,000 in U.S. Department of Justice (DOJ) grant funds from the Community Oriented Policing Services (COPS) Hiring Program (CHP) for four (4) new entry-level police officer positions; and 2) Authorize the City Manager or designee to appropriate grant funds upon grant award.
 Legislative Body: CC Contact: Jason Benites Phone: 385-7626
5. SUBJECT: Resolution Commending Roger Whitney for Twenty-Seven Years of Exemplary Service. (035)
RECOMMENDATION: Adopt the Resolution.
 Legislative Body: CC Contact: Eduardo Miranda Phone: 385-7602

Public Works Department

6. SUBJECT: Short Term Service Agreement for Green Material Processing and Recycling Services. (037)

RECOMMENDATION: Approve and authorize the Mayor to execute an Agreement with Agromin Organics Recycling (Agromin) (A-7478) for an amount not to exceed \$300,000 for green material processing and recycling services for a six-month term from February 1, 2012 to July 31, 2012.

Legislative Body: CC

Contact: Michelle Johnson

Phone: 315-6369

Recreation and Community Services Department

7. SUBJECT: Allocation of Youth Enrichment Program Grant Awards Utilizing Community Development Block Grant (CDBG) and Measure "O" funding for FY 11-12. (057)

RECOMMENDATION: 1) Approve the allocation of \$35,019 in CDBG Youth Enrichment Program (YEP) funds and \$184,230 in Measure "O" funds for a total amount of \$219,249 to the following local community based organizations: Boys and Girls Club for \$30,000, City Impact Inc. for \$54,000, El Centrito Family Learning Centers for \$48,000, El Concilio Family Services for \$30,000, Food Share for \$21,000, and Palmer Drug Abuse Program for \$36,249; and 2) Authorize the City Manager or his designee to execute CDBG sub-recipient agreements requiring such groups to provide enrichment programs that target at-risk youth from very low to low income households.

Legislative Body: CC

Contact: Sofia Balderrama

Phone: 385-7993

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Annexation Resolution for SouthShore.

RECOMMENDATION: Continue to March 27, 2012

Legislative Body: CC

Contact: Susan L. Martin

Phone: 385-8207

Housing Department

2. SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan. (061)

RECOMMENDATION: 1) Approve and authorize the City Manager to execute the Second Amendment to the FY 2011-2012 Annual Action Plan reflecting the revisions of the first allocation from the Emergency Shelter Grant program and the updates of the second allocation from the Emergency Solutions Grant (ESG) awards; and 2) Approve the revised ESG allocation in the amount of \$187,486.

Legislative Body: CC

Contact: Norma Owens

Phone: 385-7959

March 20, 2012

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L. PUBLIC HEARINGS – 7:15 P.M.

Housing Department

1. SUBJECT: Annual Agency Plan and Capital Fund for Low Rent Public Housing.

RECOMMENDATION: Continue to March 27, 2012.

Legislative Body: HA

Contact: William Wilkins

Phone: 385-8094

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. REPORTS

P. 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.

Q. APPOINTMENT ITEMS

R. STUDY SESSION

Finance Department

1. SUBJECT: Fiscal Year 2011-12 General Fund Financial Status. (097)

RECOMMENDATION: Receive an update on the Fiscal Year 2011-12 General Fund financial status.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

S. 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.

T. ADJOURNMENT



Meeting Date: 3/20/12

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

Prepared By: Karen R. Bunham, Interim City Manager

Agenda Item No. **I-1**

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) _____

DATE: March 15, 2012

TO: City Council

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: Agreements for City Council Review

RECOMMENDATION

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

DISCUSSION

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

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 8:00 a.m. on Monday prior to the Council meeting.

[illegible]

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

Prepared By: Ralph Alamillo *RA*Agenda Item No. I-2Reviewed By: City Manager *KRB*City Attorney *SMF*Finance *JC*

Other (Specify) _____

DATE: March 1, 2012**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent
City Manager Department *MHA***SUBJECT:** Fourth Amendment to Agreement No. 4919-09-CM in the amount of \$200,000 for On-Call Soils and Material Testing Services with NV5 dba BTC Labs-Vertical V**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. 4919-09-CM in the amount of \$200,000 for on-call soils and material testing services provided by NV5 dba BTC Labs-Vertical V, increasing the non-to-exceed amount from \$300,000 to \$500,000, and extending the expiration date to October 19, 2013.

DISCUSSION

Many projects within the City require the services of a soils and material testing firm to allow both construction work on projects and internal design to progress uninterruptedly when the City must provide for these types of inspections, potholing and testing. In 2009, the City General Services Division issued an RFP to select an on-call soils and material testing service for the City. The City received and reviewed fifteen firms and NV5 dba BTC Labs-Vertical V was one of the firms selected. The City entered into a multi-year agreement with options to renew and a first term not-to-exceed amount of \$75,000 with NV5 dba BTC Labs-Vertical V in October 2009. The original agreement has been amended previously to increase the contract amount and to extend the agreement.

Currently several in-house projects are in design that require soil and material testing. This fourth amendment will increase the not-to-exceed amount from \$300,000 to \$500,000, and exercise the final option to renew the agreement to October 19, 2013. In addition, task orders over \$25,000 will come back to City Council for approval pursuant to Ordinance 2835.

FINANCIAL IMPACT

This is a city-wide use agreement and funds are allocated by various departments for the services on a project by project basis.

MH/pcf

Fourth Amendment to Agreement No. 4919-09-CM in the amount of \$200,000 for
On-Call Soils and Material Testing Services with NV5 dba BTC Labs-Vertical V
March 1, 2012
Page 2

Attachment #1 - Fourth Amendment
2 - Third Amendment
3 - Second Amendment
4 - First Amendment
5 - Original Agreement

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of March, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Testing Engineers Vertical V, Inc. dba BTC Labs-Vertical V ("Consultant"). This Fourth Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment and on October 19, 2010, by a Second Amendment and by a Third Amendment on October 19, 2011.

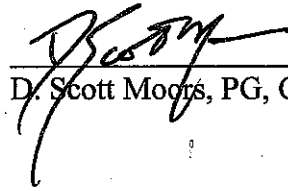
City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2012" is deleted and replaced with the phrase "will expire on October 19, 2013".
2. In Section 14 of the Agreement, the figure "\$300,000" is deleted and replaced with the figure "\$500,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT: Testing Engineers Vertical,
Inc. dba BTC Labs-Vertical V

Dr. Thomas E. Holden, Mayor



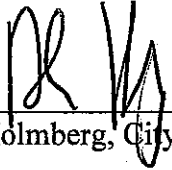
D. Scott Moors, PG, CEG, CHg

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



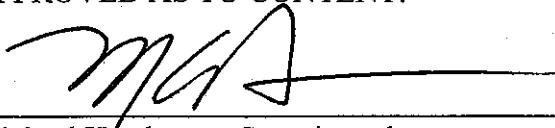
Alan Holmberg, City Attorney



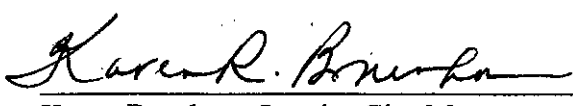
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:



Michael Henderson, Superintendent
CM General Services



Karen Burnham, Interim City Manager

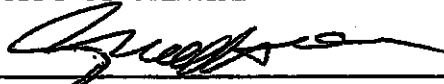
THIRD AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Consultant"). This Third Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment and on October 19, 2010, by a Second Amendment.

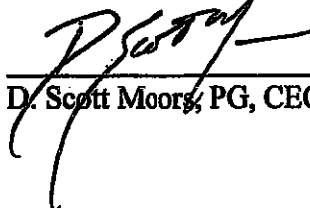
City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2011" is deleted and replaced with the phrase "will expire on October 19, 2012".
2. In Section 14 of the Agreement, the figure "\$225,000" is deleted and replaced with the figure "\$300,000".
3. As so amended, the Agreement remains in full force and effect.

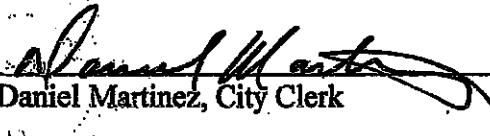
CITY OF OXNARD


Dr. Thomas E. Holden, Mayor

CONSULTANT:


D. Scott Moors, PG, CEG, CHg

ATTEST:


Daniel Martinez, City Clerk

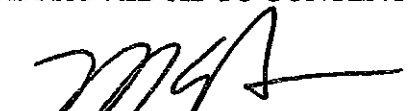
APPROVED AS TO FORM:


Alan Holmberg, City Attorney

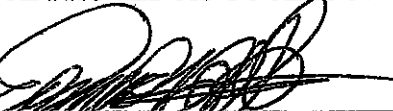
APPROVED AS TO INSURANCE:


James Cameron, Risk Manager

APPROVED AS TO CONTENT:


Michael Henderson, Superintendent
General Services

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

COUNCIL APPROVAL
DATE: 10-18-11 AGENDA # I-6

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

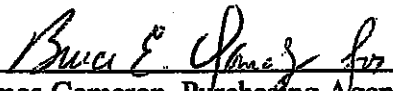
This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2010, by and between the City of Oxnard, a municipal corporation ("City"), and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Consultant"). This Second Amendment amends the Agreement entered into on October 19, 2009, by City and Consultant. The Agreement previously has been amended on July 12, 2010, by a First Amendment.

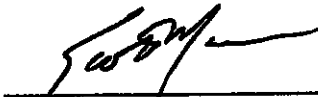
City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on October 19, 2010" is deleted and replaced with the phrase "will expire on October 19, 2011".
2. In Section 14 of the Agreement, the figure "\$150,000" is deleted and replaced with the figure "\$225,000".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT:


James Cameron, Purchasing Agent


D. Scott Moors, PG, CEG, CHg

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

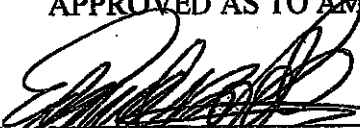

Alan Holmberg, City Attorney


James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:


Michael Henderson, Superintendent
General Services


Edmund F. Sotelo, City Manager

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES
AND ASSIGNMENT OF AGREEMENT**

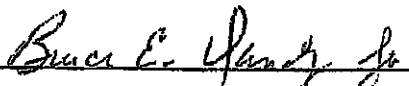
This First Amendment ("First Amendment") to the Agreement for Consultant Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of July, 2010, by and between the City of Oxnard, a municipal corporation ("City"), Bureau Veritas North American, Inc. ("Bureau Veritas") and Vertical V-Testing Engineers, Inc. dba BTC Vertical V ("Vertical V"). Bureau Veritas has merged with and into its present company Vertical V. This First Amendment amends the Agreement entered into on October 19, 2010, by City and Bureau Veritas and is an assignment thereof.

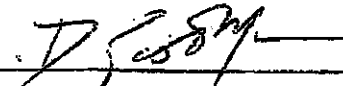
City, Bureau Veritas and Vertical V agree as follows:

1. In Section 14 of the Agreement, the amount not to exceed "\$75,000" is deleted and replaced with "\$150,000".
2. Bureau Veritas hereby assigns the Agreement to Vertical V, Vertical V accepts the assignment, and the City consents to the assignment.
3. As so amended, the Agreement remains in full force and effect.

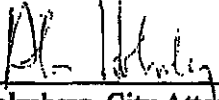
CITY OF OXNARD

VERTICAL V – TESTING ENGINEERS,
INC. d/b/a BTC VERTICAL V

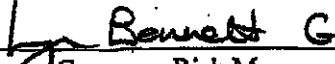

James Cameron, Purchasing Agent


D. Scott Moors, PG, CEG, CHg

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

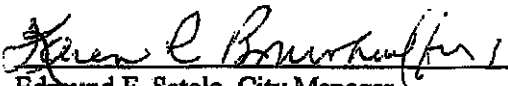

James Cameron, Risk Manager

APPROVED BY DEPARTMENT AS TO CONTENT TO AMOUNT:


Ralph Alamillo, Project Manager
General Services


Michael Henderson, Superintendent
/Purchasing Agent General Services

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

Agreement No. 4919-09-CM

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of October, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Bureau Veritas North America, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein as Geotechnical Services, Soils and Material Testing and other supplemental professional laboratory services as set forth in Exhibit A.

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services for General On-Call Geotechnical Soils and Material Testing and Laboratory Services, as more particularly the City will request and assign work scopes as per Exhibit A as such work becomes available and each of these assignments are incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein, including the use of Subconsultants.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City.

5. Coordination of Services

All services are to be coordinated with the City Manager or designated Department Director ("Manager") and shall be performed under the general direction of the City Manager or Manager.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to a schedule provided by the Consultant and approved by the City for each of the assignments. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates D. Scott Moors as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall have an initial term beginning on October 19, 2009, and will expire on October 19, 2010. The City may exercise an option to extend the Agreement for three (3) additional one-year terms for this on-call service with a final expiration date of October 30, 2013. City may exercise the option by notifying Consultant in writing any time prior to the expiration of the term then in effect.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant for the initial period of the agreement in an amount not to exceed \$ 75,000 for services provided under this Agreement at rates provided in Fee Schedule -Exhibit B attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

Consultant shall promptly inform Manager of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

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

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

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

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

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

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

39. Authority to Execute

- a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.
- b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

- a. Any notices to Consultant may be delivered personally or by mail addressed to:
Bureau Veritas North America, Inc.
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: D. Scott Moors, PG, CEG, CHg
- b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard, General Services
1060 Pacific Ave., Bldg. 3
Oxnard, California 93030
Attention: Patricia Friend

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD


James Cameron, Purchasing Agent

CONSULTANT


D. Scott Moors, PG, CEG, CHg
Bureau Veritas North America, Inc.

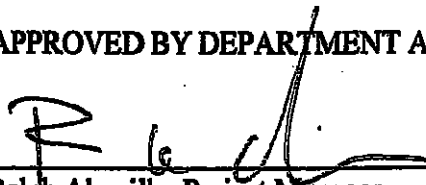
APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

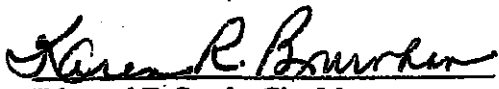

James Cameron, Risk Manager

APPROVED BY DEPARTMENT AS TO CONTENT AND AMOUNT:


Ralph Alamillo, Project Manager
General Services


Michael Henderson, Superintendent
/Purchasing Agent General Services

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

Scope of Work

Working with the City's Project Manager or Public Works Inspector, Bureau Veritas provides the requisite resources and quality systems to ensure an effective project Quality Assurance and Quality Control program. Capitalizing on our extensive experience with local public works and infrastructure projects, we have developed effective quality systems for managing all phases of inspection and testing projects with a focus on achieving a smooth and efficient project closeout:

- Project Setup
- Dispatch Requests
- Report Log-in and QC Review
- Laboratory Testing & Reporting
- Project Management
- Prevailing Wage Compliance

Ideally, our project dispatch, inspection, and reporting procedures are reviewed with the project team at a Pre-Construction Meeting. Tests and inspections should be completed in conformance with the project specifications and City Building Code. Where applicable, we coordinate inspection and testing through the Project Inspector. Requests for Inspector and technician dispatches are typically received from the Project Manager/Inspector and our field personnel should check-in and check-out with the PI on a daily basis.

Geotechnical Studies: The typical scope of services for a geotechnical study begins with a thorough understanding of the City's objectives and project constraints. Based upon that understanding, often developed in a meeting with City personnel, a scope of work is developed that includes the following:

- **Project Planning:** Site reconnaissance, review available geotechnical data from published maps and City files, mark exploration (boring) locations for utility clearance. Coordinate subcontractors (drillers).
- **Field Exploration:** Typically including soil borings, either hand auger (if less than ~8 feet) or drill rig. The purpose of the field exploration is typically to obtain subsurface data and samples for laboratory testing that will be required to develop cost effective geotechnical recommendations for the project development. Exploration commonly entails encroachment permits, traffic control, and patch and repair of pavement surfaces.
- **Laboratory Testing:** Perform laboratory testing to evaluate the engineering properties of the foundations system bearing materials.
- **Engineering Analysis:** Evaluate the field and laboratory data to provide cogent recommendations for the development of the proposed project.
- **Reporting:** Present the study finding in a concise and clear report.
- **Meetings:** Occasionally, additional project meetings are appropriate to refine the project scope and understanding, and communicate preliminary findings or summarize the final report.

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Labor Hours

During our fifty years of local geotechnical and materials testing, we have performed dozens of projects for the City of Oxnard covering a wide range of services including:

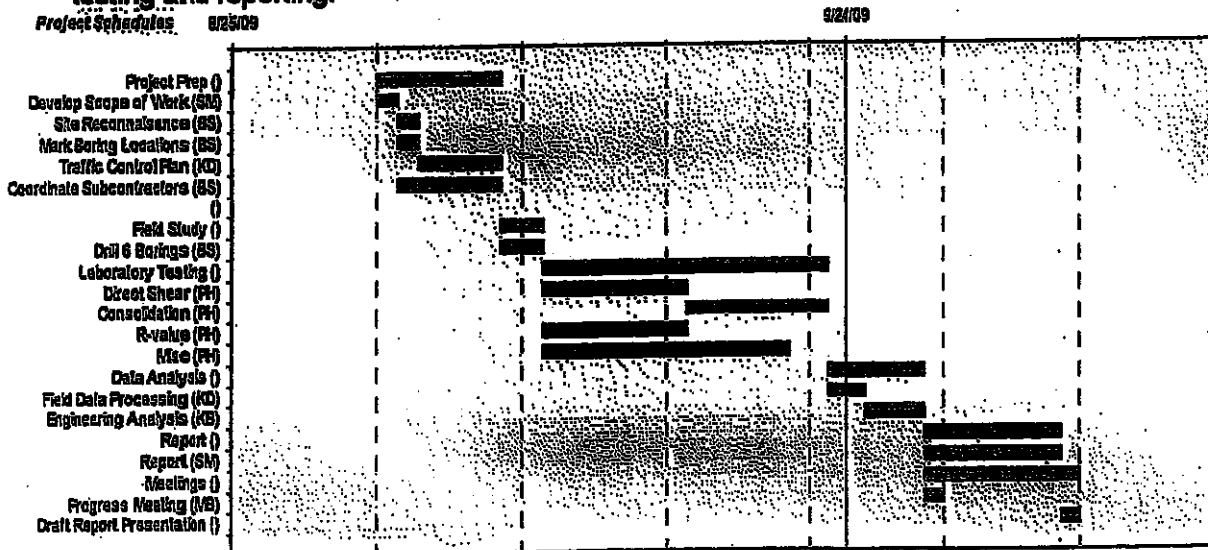
- + Geotechnical Studies
- + Environmental Assessments
- + Construction Inspection
- + Materials Testing
- + Public Works Inspections
- + Failure Analysis

The labor hours required for any project is highly dependant upon the nature of the proposed development and the site constraints. A typical geotechnical study conducted for a water line improvement may include the following tasks:

Task	Est. Schedule (Work Days)	Labor Hours
Task 1: Project Preparation	5	6
Task 2: Field Exploration (assume 6 borings)	2	18
Task 3: Laboratory Testing (unit billed)	12	-
Task 4: Engineering Analysis	3	8
Task 5: Report	3	8
Task 6: Project Management	-	2
TOTAL	25	42

Schedule

As requested in the City's RFP, a preliminary schedule and timeline is presented below showing typical activity and duration for each standard task required the projects described above. The schedule shows approximate typical timing for reaching milestones when doing this type of site sample taking and laboratory testing and reporting.



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<u>Professional Engineering Staff</u>	
1 Principal Engineering/Geologist	\$110.00
2 Senior Engineer/Geologist /Architect	\$95.00
3 Project Engineering/Geologist/Architect	\$95.00
4 Environmental Consultant/Registered Environment Assesor	\$95.00
5 Staff Engineer/Geologist/Architect	\$85.00
6 Environmental Specialist	\$85.00
7 Environmental Technician	\$85.00
8 Roofing/Waterproofing Inspector	\$85.00
9 Roofing/Waterproofing Consultant	Quote
10 Laboratory Technician	\$75.00
<u>Inspection Services & Quality Control</u>	
11 Pile Driving Inspector/Deep Foundation Inspector	\$78.00
Senior Soil Technician includes nuclear gauge or mobile	
12 laboratory	\$78.00
13 Soils Technician II includes nuclear gauge or mobile laboratory	\$75.00
14 Mechanical/Electrical Inspector	\$80.00
Registered Special Inspector (concrete, masonry, welding, pre-stress,	
15 fireproofing)	\$75.00
16 Shop Fabrication Inspection (Within California)	Quote
17 Shop Fabrication Inspection (Outside California)	Quote
18 Field Technician (ACI/Soil)	\$74.00
19 Concrete Technician (ACI)	\$74.00
20 Inspector of Record/DSA/OSHPD Inspector	Quote
21 Quality Control Representative	Quote
22 Submittal Reviewer	Quote
23 Prevailing Wage Site Work	Quote
24 QC Plan Preparation	Quote
<u>Non-Destructive Testing Services</u>	
25 Non-Destructive Testing Inspector (Ultrasonic, magnetic particle, dye	\$82.50
penetrate)	
26 Metallic Surface Coatings (Paint or Fluorescent Fireproofing)	Quote
27 Radiographic (low power portable and laboratory available)	Quote
28	
<u>Special Services</u>	
30 Coring/Sawing Operator & Equipment (1-man crew)	\$85.00
31 Coring/Sawing Operator & Equipment (2-man crew)	\$110.00
32 Floor Flatness (Includes reports and registered engineering certification	\$95.00
33 Mobilization/Demobilization - flat rate	\$100.00
34 Reinforcing Steel Location	\$95.00
35 Anchor Pull Tests - up to 30 tons	\$95.00
36 Glue Lamination Inspection	Quote
37 Batch Plant Inspector	\$74.00
38 Procedure Qualification per AWS, ASME, or Military Standards	Quote

Support Services

39	Certificate of Completion	\$350.00
40	Draftsman	\$80.00
41	Express Mail (FEDEX/UPS) (minimum)	\$30.00
42	Facsimile (each page)	\$1.00
43	File Search, re-issue of report, copies (minimum)	\$50.00
44	Review of Files for processing Affidavits and Certification	\$45.00
45	Word Processor/Secretarial	\$45.00
46	Sample Pickup	\$50.00

Court Appearance and Depositions

47	Senior Professional Preparatory, Deposition or Testimony	\$165.00
48	Travel & Expense	No Cost
49	Evidence Storage (per month)	\$50.00

Soils

	California Bearing Ratio (CBR), Includes maximum density	
51	curve	\$360.00
	Cement Treated Base, Laboratory Design - Soil Cement, Each	
52	Set	\$435.00
53	Cement Treated Base, Sample Fabrication (Set of 3)	\$120.00
54	Cement Treated Base - Compression	\$25.00
55	Chloride Content of Soil	\$68.00
56	Conductivity	\$35.00
57	Consolidation - Per Point	\$85.00
58	Direct Shear Test	\$195.00
59	Expansion Index	\$131.00
60	Hydrometer Analysis (Fine Grade)	\$100.00
61	Hydrometer Analysis with coarse & fine grade	\$230.00
62	Laboratory Compaction Test (Moisture Density-Each Curve)	\$190.00
63	Laboratory Compaction Test Requiring Rock Correction	\$225.00
64	Moisture Content	\$20.00
65	Plasticity Index/Liquid Limit/Atterburg Limits	\$100.00
66	Permeability Test - Constant Head:	
67	Fine Grained Soil	\$210.00
68	Granular Soil	\$350.00
69	Other	Quote
70	R - Value (Minimum 3 pts.)	\$225.00
71	Resistivity and pH of Soil	\$131.00
72	Sand Equivalent	\$95.00
73	Sodium Sulfate Soundness (Per Size Fraction)	\$70.00
74	Soil Classification w/Atterburg & Gradation	\$245.00
75	Sulphate Content of Soil	\$80.00

Aggregates

76	Absorption Test, Coarse Aggregate	\$25.00
77	Absorption Test, Fine Aggregate	\$25.00
	Aggregate Conformance Testing for State of California Projects	
	(includes, sieve analysis, specific gravity, No. 200 wash, organic impurities, unit weight)	
78		\$210.00
79	Clay Lumps and Friable Particles	\$85.00
80	Cleanliness Value	\$70.00
81	Crushed Particles, Percent	\$100.00
82	Durability Index, Coarse Aggregate	\$95.00
83	Durability Index, Fine Aggregate	\$70.00
84	LA Rattler	\$150.00
85	Mortar making properties of fine aggregates	\$225.00
86	Organic impurities in Sand	\$45.00
87	Sieve Analysis (Gradation), Coarse Aggregate	\$50.00
88	Sieve Analysis (Gradation), Fine Aggregate (Including Wash)	\$75.00

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89	Soundness of Aggregates by Sulfates	\$50.00
90	Specific Gravity, Fine Aggregate	\$50.00
91	Specific Gravity, Coarse Aggregate	\$40.00
92	Unit Weight Per Cubic Foot, Voids in Aggregate	\$50.00

Asphalt Concrete

93	Asphalt Mix Design	Quote
94	Asphalt Mix Design Review	\$135.00
95	Bitumen	\$75.00
96	Extraction, % Asphalt (Including gradation)	\$130.00
97	Field Mix-HVEEM-Stability per Point	\$110.00
98	Field Mix-MARSHALL-Stability per Point	\$110.00
99	Film Stripping	\$65.00
100	Hveem Stability & Unit Weight	\$150.00
101	Marshall Stability Flow & Unit Weight (Three Specimens)	\$125.00
102	Maximum Theoretical Unit Weight (Rice Specific Gravity)	\$80.00
103	Percent Swell	\$80.00
104	Preparation of Bituminous Mixture	\$30.00
105	Stabilometer Value of Bituminous Mixture	\$60.00
106	Unit Weight Compacted Sample or Core (Bulk Specific)	\$50.00
107	Unit Weight Sample Requiring Compaction	\$115.00

Concrete

108	Cement Testing Compression (Cubes)	Quote
109	Compression Tests 6 x 12 Cylinder	\$17.00
	Compression Tests, Gunit/Shotcrete Panels, 3 Cut Cores per	
110	Panel (Set)	\$140.00
111	Compression Tests, Cores (Includes Sample Preparation)	\$35.00
112	Compression Tests Lightweight Concrete Fill	\$30.00
113	Concrete Flexural Test 6 x 6 x 18	\$40.00
114	Concrete Mix Design (Includes Aggregate Testing)	\$280.00
115	Concrete Mix Design (Revision or Review)	\$125.00
116	Drying Shrinkage (3 Specimens - 28 Days)	\$190.00
117	Gunit Panel, 3 Cores	\$180.00
118	Gunit Panel, 4 Cores	\$210.00
119	Modulus of Elasticity, Static	\$78.00
120	Splitting Strength Test	\$50.00
	Trial Batch, Includes Mix Design, Aggregate Testing & Six	
121	Compression Tests	\$525.00
122	Unit Weight, Lightweight Concrete Fill	\$30.00

Masonry

123	Absorption Test, Brick 7 day (per block, 3 blocks minimum)	\$40.00
124	Absorption Test, Brick 24-Hour Submersion	\$25.00
125	Absorption Test, Brick 5-Hour Boiling	\$40.00
126	Composite Prism (under 400,000 lbs), Half Size 8 x 16 x 8	\$125.00
127	Composite Prism (under 400,000 lbs), Full Size 8 x 16 x 16	\$225.00
128	Compression Test, Brick	\$30.00
129	Compression Test Blocks Larger than 8 x 8 x 16	\$40.00
130	Compression Test, Blocks Less than or equal to 8 x 8 x 16	\$35.00
131	Compression Test Grout	\$25.00
132	Compression Test Mortar 2 x 4 Cylinder UBC	\$25.00
133	Conformance Package	\$350.00
134	Efflorescence, Block with Mortar	\$40.00
135	Efflorescence, Block/Brick Only	\$30.00
136	In-Place Shear Test (per test)	\$80.00
137	Linear Shrinkage	\$98.00
138	Modulus of Rupture, Brick	\$30.00
139	Moisture as Received, Brick	\$25.00

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140 Saturation Co-Efficient (Includes Absorption) Brick	\$40.00
141 Shear Test (excludes sample preparation)	\$85.00
142 Compression Test Cores (Includes sample preparation)	\$40.00
143 Unit Weight & Absorption, Block	\$40.00

Steel

High Strength Bolt, Nut & Washer Conformance (Wedge

144 Tensile, Proof Load, Hardness)	\$100.00
145 Mechanical Tests, Hardness Test, Rockwell	\$50.00
146 Prestressed Steel, Tensile Test, Strand (7 wire)	\$90.00
147 Reinforcing Steel, Tensile Test-No. 11 Bars & Smaller	\$30.00
148 Reinforcing Steel, Tensile Test-No. 14 Bars & Larger	\$50.00
149 Reinforcing Steel, Bend Test-No. 11 Bars & Smaller	\$45.00
150 Mechanically Spliced Reinforcing Steel	\$80.00
151 Fireproofing Density Tests	\$70.00
152 Fireproofing Adhesion/Cohesion Tests	
153 Structural Steel, Tensile Test - Up to 200, 000 lbs.	\$40.00
154 Structural Steel, Bend Test	\$30.00
155 Structural Steel, Pipe Flattening Test	\$30.00
156 Welded Specimens, Tensile Test - No. 11 Bars & Smaller	\$32.00
157 Welded Specimens, Tensile Test - No. 14 (To min. Require Only)	\$60.00
158 Welded Specimens, Tensile Test - No. 18 (To min. Require Only)	\$80.00
159 Welded Specimens, Tensile Testing - Mechanically Spliced Bar	\$80.00

Roofing

160 Asbestos Evaluation (per ply)	\$40.00
161 Asphalt Softening Point	\$150.00
162 Roofing Material Analysis, With Surfacing	\$450.00
163 Roofing Material Analysis, Without Surfacing	\$225.00
164 Roofing Tile, Absorption (set of 5)	\$150.00
165 Roofing Tile, Strength Test (set of 5)	\$150.00

Welding Certification

166 American Welding Society (AWS D1.1)	
167 Limited Thickness Plate (per position)	\$200.00
168 Unlimited Thickness Plate (per position)	\$230.00
169 Pipe (per position)	\$230.00
170 American Welding Society (AWS D1.4)	
171 Bar Sizes #3 through #9 (each)	\$200.00
172 Bar Sizes #10 through #11 (each)	\$230.00
173 Bar Sizes #14 through #18 (each)	\$230.00
174 American Society of Mechanical Engineers (ASME)	
175 Plate or Pipe Procedure Qualification (each)	\$550.00
176 Plate or Pipe Welder Qualification (each)	\$550.00
177 American Welding Society (ASW D1.3)	
178 Light Gauge Metal (includes butt and plug weld)	\$180.00
179 Procedure Qualification per AWS, ASME or Military Standards	Quote
180 Fillet Weld Test (Break and Etch Test)	\$180.00
181 Fillet Weld Test Plates	\$30.00
182 Ultrasonic Testing of Weld Coupons	\$90.00
183 Witness time, if Required	\$55.00

*NO MINIMUM CHARGES WILL APPLY ONLY THE RATES AS SHOWN
ON THIS SCHEDULE OR BY QUOTE.

ATTACHMENT NO. 5
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Meeting Date: 03/20/2012	
ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☒ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other _____

Prepared By: Mary Gavia-Barajas, Public Housing Supervisor Agenda Item No. I-3
Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____

DATE: March 12, 2012

TO: Housing Authority Commission

FROM: William E. Wilkins, Housing Director [Signature]

SUBJECT: Application for Resident Services Coordinator grant (RSC)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard approve and authorize the City Manager to apply for a Resident Services Coordinator grant through the U.S. Department of Housing and Urban Development (HUD).

DISCUSSION

The Housing Authority is eligible to apply for a \$240,000 grant due March 27, 2012. This grant will continue to pay for the salary of a Resident Services Coordinator for the next three years. The Housing Authority applied for this grant in 2009, and was successful in acquiring the grant. The 2009 grant will expire in June of 2013. Approximately \$35 million is available nationwide for Public Housing Authorities.

The Resident Services Coordinator is closely aligned with HUD's Strategic plan and policy priorities. The Coordinator works closely with residents by building employment capacity and increasing resident opportunities of obtaining gainful employment beyond minimum wage.

This program is built on the premise of a multi-agency approach to bring services to residents of public housing and is the most effective means to meet their needs and maximize opportunities for economic development.

The Resident Services Coordinator has worked out of the City's Multi-Service Center located at 1500 Camino del Sol for over 17 years. Resources and services provided include: a computer lab with 13 computers, Teen Parent College Program, after-school tutoring and youth activities, Barrio productions, media apprenticeship classes, build your own computer instruction, financial and computer literacy, ESL classes and collaboration with Housing's resident councils.

Resident Services Coordinator (RSC)
March 20, 2012
Page 2

FINANCIAL IMPACT

If the grant application is approved, the Housing Authority will be able to fund the Resident Services Coordinator for an additional three years. The coordinator is also responsible for the management of the 1500 Camino del Sol building.

Services for public housing residents will continue and will assist residents to acquire skills that will enable them to become self-sufficient.

Attachment #1 - Certification of Consistency with the Consolidated Plan

**Certification of Consistency
with the Consolidated Plan****U.S. Department of Housing
and Urban Development**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
(Type or clearly print the following information:)

Applicant Name: Housing Authority of the City of Oxnard

Project Name: FY 2012 ROSS City of Oxnard Services Coordinators Program

Location of the Project: City of Oxnard
County of Ventura
State of California

Name of the Federal
Program to which the
applicant is applying: ROSS Service Coordinators Program

Name of
Certifying Jurisdiction: City of Oxnard

Certifying Official
of the Jurisdiction
Name: Karen R. Burnham

Title: Interim City Manager

Signature: _____

Date: _____

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

Prepared By: Assistant Chief Jason Benites *JB*Agenda Item No. **I-4**Reviewed By: City Manager *JPB*City Attorney *JP*Finance *JC*

Other (Specify) _____

DATE: March 12, 2012**TO:** City Council**FROM:** Jeri Williams, Chief of Police *Jeri Williams*
Police Department *For***SUBJECT:** Community Oriented Policing Services Hiring Program**RECOMMENDATION**

- 1) That City Council authorize the City Manager to submit an application for \$500,000 in U.S. Department of Justice (DOJ) grant funds from the Community Oriented Policing Services (COPS) Hiring Program (CHP) for four (4) new entry-level police officer positions.
- 2) That City Council authorize the City Manager or designee to appropriate grant funds upon grant award.

DISCUSSION

On February 22, 2012, the DOJ announced the FY 2012 Cops Hiring Program (CHP). The CHP is a competitive federal grant program that provides funds directly to law enforcement agencies to create and preserve jobs and to increase community policing and crime-prevention efforts. The application process opened up on March 1, 2012 and closes on March 22, 2012.

The CHP will provide seventy five percent (75%) funding for approved entry-level salaries and benefits for three (3) consecutive years, starting at the date of hire of newly created positions. A minimum twenty-five percent (25%) match is required from the City during this time period. The maximum federal contribution per position is \$125,000 for the entire three-year period. The terms of CHP allow federal grant funds to supplement, and not supplant, the City of Oxnard's funds. In order to receive funding, the City of Oxnard must agree to sustain these police officer positions for at least one year following the conclusion of the three-year period. The newly hired officer must be a military veteran who served on active duty for a period of at least 180 days, any part of which occurred on or after September 11, 2001.

Oxnard's request would be for four (4) police officer positions. Having the added positions would allow the Police Department to deploy four additional traffic division officers who can dedicate their efforts to traffic safety, education, and enforcement. The Oxnard Police Department is seeking to expand its traffic division's level to that which is comparable to other California agencies of similar

size. A 2011 traffic safety evaluation, conducted by the University of California at Berkeley, recommended increasing the size of the traffic unit from eight dedicated traffic officers to twelve dedicated traffic officers in order to better address traffic safety concerns.

The CHP's headliner is "Strengthening community policing by creating and preserving sworn officer positions." This is an opportunity for the City to support the City Council's vision statement by placing additional police officers into service by utilizing federal funds for three years.

FINANCIAL IMPACT

The FY 2011-2012 costs for salary and benefits for these four (4) officers are calculated at \$514,864. The City's match portion of this total is \$348,197. In addition, the City would incur one time equipment and vehicle costs of \$119,000 associated with the new positions. Following the conclusion of the third year (beginning with FY 2015-2016) the City of Oxnard would be required to fund the salaries and benefits of those officers that were hired under CHP. The above listed \$500,000 reflects the maximum federal contribution for the four (4) positions over the grant's three years. Measure O revenues would be a potential source of funding for the match and the costs subsequent to the grant expiration.

JB

Attachment #1 - Resolution Approving Submittal of Application

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 Police Department has requested that City Council approve the submittal of an application to the U.S. Department of Justice grant funds in the amount of \$500,000 from the Community Oriented Policing Services (COPS) Hiring Program (CHP) grant funds to be used for four (4) new entry-level police officer positions.

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

1. The City Manager is authorized to execute and submit a grant application for the Community Oriented Policing Services (COPS) Hiring Program (CHP).
2. The City Manager or designee is authorized to execute grant agreements.
3. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds.
4. The Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 20th day of March, 2012, by the following vote:

AYES:

NOES:

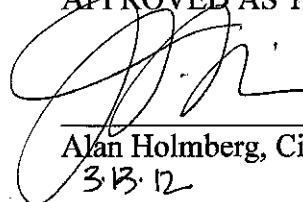
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney
3.13.12

ATTACHMENT NO. _____
PAGE _____ OF _____

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 COMMENDING POLICE OFFICER ROGER WHITNEY FOR OVER TWENTY-SEVEN YEARS
 OF EXEMPLARY SERVICE TO THE CITY OF OXNARD

WHEREAS, Roger Whitney has given 27 years of exemplary service to the City of Oxnard as an employee of the City; and

WHEREAS, Roger Whitney began his career on March 18, 1985, with the Oxnard Police Department. He remained at the rank of Police Officer for his entire career but had many different assignments that provided him an opportunity of increased responsibility, scope and challenge; and

WHEREAS, in his career Roger Whitney has held a wide variety of positions within the Police Department including positions as a Patrol Officer, District 3 Storefront Officer, Street Crimes Unit Detective, SWAT Officer, SEU/Gang Enforcement Officer, and Property Crimes Detective; and

WHEREAS, Roger Whitney as a Police Officer has exemplified leadership and sound judgment; and

WHEREAS, Roger Whitney has been an outstanding contributor to the Montalvo Little League and Ocean View Pony League where he coached and mentored our youth; and

WHEREAS, Roger Whitney will be sorely missed in City government and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Officer Roger Whitney for twenty-seven years of exemplary service to the City of Oxnard and offer best wishes for much luck and success in all future endeavors.

PASSED and ADOPTED this 20th day of March 2012, by the following vote:

AYES:

NOES:

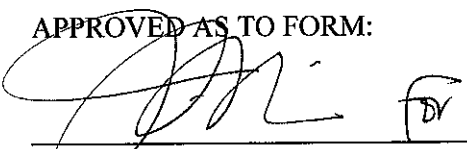
ABSENT:

 Dr. Thomas E. Holden, Mayor

ATTEST:

 Daniel Martinez
 City Clerk

APPROVED AS TO FORM:



 Allan Holmberg
 City Attorney



Meeting Date: 03/20/12

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

Prepared By: Michelle Johnson, Interim Environmental Resources Manager Agenda Item No. I-6Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works

DATE: March 13, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director [Signature] FOR RR
Public Works

SUBJECT: Short Term Service Agreement for Green Material Processing and Recycling Services A-7478

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement No. A-7478 with Agromin for an amount not to exceed \$300,000 for green material processing and recycling services for a six-month term from February 1, 2012 to July 31, 2012.

DISCUSSION

Staff recommends a short-term agreement with Agromin to July 31, 2012. This will allow time to process a Request for Proposal (RFP) to solicit contractors for processing and recycling the City's green material and complete its investigation of the concerns raised by the City Council concerning Agromin's operation. Staff will return to Council after the proposals are evaluated and ranked to recommend the most qualified contractor for green material processing service. The last RFP was completed in June, 2010 and Agromin was awarded the contract.

On January, 24, 2012, staff recommended to City Council a one-year term extension to the existing agreement with Agromin to process and recycle the City's green material. Staff's report and recommendation for the term extension was removed from the Council agenda, in order to allow time to investigate potential compliance issues and acceptance of street sweeping debris at Agromin's Facility located on 6859 Arnold Road. The facility crosses city and county boundaries in the vicinity of Ormond Beach. The agreement with Agromin expired on January 31, 2012.

On November 2, 2011, a fire incident occurred at Agromin's site. Since then Agromin has corrected violations and areas of concerns cited by the County Fire Protection District and the County Local Enforcement Agency (LEA). On March 1, 2012 Agromin reported to the LEA, that it had completed reducing the amount of mulch on-site to the level specified in its permit. The LEA will confirm this compliance on its next site inspection report later in April.

Short Term Service Agreement for Green Material Processing and Recycling Services A-7478

March 13, 2012

Page 2

Sweeping debris is being redirected from Agromin's site to the Del Norte Facility for processing and disposal until further testing can be done to determine if sweeping debris is viable, safe and permit compliant. Storm water discharge from Agromin's site was last monitored after storms in March, 2011. Agromin is preparing a response to staff on storm water discharge compliance.

At Agromin's site, materials are processed and composted into reusable soil products such as soil amendments, soil blends, barks and mulches. The soil products are marketed to local farmers, nursery owners, landscapers and homeowners. Agromin works with Oxnard's communities by providing free compost and mulch at special community events such as the Earth Day Festival, America Recycles Day, and City composting classes.

Approximately 14,000 tons of green material is collected each year primarily from the City's residential curbside collection program. The benefits to Oxnard in recycling green material include State of California AB939 waste diversion compliance, water conservation through the use of mulch and compost, and reductions in the use of oil-based fertilizers, pesticides and herbicides.

Based on Agromin's per ton tipping fee of \$36.55 and the estimated 7,000 tons of waste to be collected and delivered to Agromin's facility for the six month term, the estimated value of this amendment should not exceed \$300,000.

FINANCIAL IMPACT

There are sufficient funds proposed to be budgeted in the FY 2011-12 Budget in the Solid Waste Enterprise Fund Account Number 631-6304-842-8280 (Solid Waste/Processing & Disposal/Contractual/Green Material Processing) for \$300,000 to provide for the expense of green material processing service under this agreement.

Attachment #1 - Agreement No. A-7478

AGREEMENT TO RECEIVE MATERIALS AND PROCESS FOR REUSE

This Agreement (Agreement) is made and entered into in the County of Ventura, State of California, this 20th day of March, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Agromin ("Contractor").

WHEREAS, Contractor operates a Yard Trimming and Wood Waste processing center at 6859 Arnold Road, Oxnard, California 93033 for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and

WHEREAS, City and Contractor wish to enter into an agreement for City to deliver Yard Waste and Wood Material to Contractor and Contractor intends to and represents to City that it will process and market or cultivate reusable materials from such Yard Trimmings and Wood Waste.

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

1. Definitions

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

- a. **Yard Trimmings** shall mean and include any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to yard clippings, leaves, tree trimmings, prunings, brush, and weeds.
- b. **Wood Waste** shall mean and include solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.
- c. **Residuals** shall mean non-processable materials left over after the Materials delivered to Contractor by the City are processed and which must be disposed of as waste in a permitted disposal facility. Residuals include paper, plastic, metal, glass, cement, trash or any foreign substance that is not Yard Trimmings or Wood Waste.
- d. **Materials** shall mean Yard Trimmings, Wood Waste and Residuals.
- e. **Processed Materials** shall mean Yard Trimmings or Wood Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means.

f. **Food Material** shall mean all excess food, including surplus, spoiled, or unsold food such as vegetables and culls (lower quality vegetables or trimmings such as onion peels or carrot tops), as well as plate scrapings.

2. Scope of Services

Contractor shall receive, sort, and process Materials, and grind, separate and market or cultivate for agricultural uses the processed Yard Waste in a responsible and effective way. Every quarter (every three months) Contractor shall perform a Materials characterization study to determine Residual percentages delivered by the City. Contractor shall provide City quarterly reports on Materials diversion. The reports shall include data such as tons/weight of the type of Materials such as Residential, Commercial, Industrial and Station Materials delivered from City, tons/weight processed for market or agricultural cultivation, and tons/weight of Residuals. Upon the City's request, Contractor shall provide input and assistance toward City's education and promotion of Materials recycling. Contractor shall make periodic status reports as needed by City.

Contractor shall provide complimentary samples of compost to Oxnard residents during City special community events such as Earth Day, America Recycles Day and Composting Workshops. City shall provide Contractor with reasonable notice of the special community events.

3. Delivery of Materials

City shall use Contractor's facility to process Materials delivered by City generated from City's residential, commercial and industrial collection. The City may also deliver Materials to Contractor from the Del Norte Regional Recycling and Transfer Station (Station). City and Contractor agree and acknowledge that City delivered Materials contain Residuals, the percentage of which Residuals varies from load to load of Materials.

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

4. Handling of City Residuals

a. City shall be responsible for the cost of containing, hauling and disposing of Residuals processed from Materials delivered by City.

b. City will place a 30-yard rolloff container at 6859 Arnold Road site for the collection and disposal of City Residuals only. Contractor will separate and place all Residuals from City's Materials in City's rolloff container. City will be responsible for hauling and disposing of these Residuals. City shall deliver these Residuals to Station.

c. City agrees to pick up from Contractor at 6859 Arnold Road and to dispose of Residuals generated from processed, sorted and separated City delivered Materials, and only Residuals from processed, sorted and separated City Materials.

d. On a monthly basis, Contractor shall provide to City a written certification that Residuals picked up by City are only Residuals delivered and processed from City Materials.

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

5. Living Wage

a. Contractor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. For the period from the commencement of this Agreement through June 30, 2012, Contractor shall pay each such employee no less than \$14.15 (subject to change on July 1, 2012) an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City. On July 1, 2012 and each July 1 thereafter that this Agreement is in effect, Contractor shall adjust the most recent hourly rate according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles-Anaheim-Riverside area relating to all urban consumers.

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

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

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

6. Reuse of Yard Trimmings, Wood Waste, and Food Material

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

7. Payment

- a. For Materials delivered by City to Contractor, City agrees to pay a fee of \$36.55 per ton. Contractor shall not charge a rate lower for Materials delivered by other customers comparable to the Materials delivered by the City as described in subsection (d) Section 1.
- b. For Processed Materials delivered by City to Contractor, City agrees to pay fee of \$26.96 per ton.
- c. Contractor agrees to accept the above referenced fee as full payment for Contractor's services, including the handling of Materials and marketing or cultivating for agricultural purposes of processed Materials as provided in this Agreement. Contractor is responsible for all expenses associated with processing or diversion of the Materials, including waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Contractor's equipment caused by processing Materials delivered from City.
- d. Contractor shall submit to City a bi-monthly invoice for all Materials delivered by City in the previous two week period, in a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weight ticket number, weight of delivered Materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of Residential Materials, Commercial Materials, and Industrial Materials, and total invoice amount due. City shall pay contractor within 30 days of receipt of an invoice.
- e. Contractor shall submit semi-monthly invoices for Materials delivered from City of Oxnard Refuse Collection Trucks to: City of Oxnard –Environmental Resources Division, 111 Del Norte Boulevard, First Floor, Oxnard, CA 93030. For Materials delivered from Del Norte Station tractor-trailers, Contractor shall submit invoice to: Del Norte Regional Recycling & Transfer Station, Attention: General Manager, 111 South Del Norte Boulevard, Second Floor, Oxnard, CA 93030.
- f. Contractor shall provide city with a completed Request for Taxpayer Identification and Certification as required by the Internal Revenue Service.
- g. For clean wood materials delivered by City to Contractor, City agrees to pay a fee of \$22.51 per ton.
- h. For Food Materials delivered by City to Contractor, City agrees to pay a fee of \$46.39 per ton.
- i. This Agreement shall not exceed the amount of \$300,000 from the period February 1, 2012 to July 31, 2012.

8. Measurement

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

9. Processing Materials Revenues

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

10. Term

The term of the Agreement is from February 1, 2012 to July 31, 2012, provided, however, that the Agreement may be extended or terminated as provided herein.

11. Renewal

City and Contractor agree that the Agreement may be renewed upon written approval of both the City and Contractor.

12. Principal in Charge

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

13. Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required in connection with the performance of services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at 6859 Arnold Road, Oxnard, California, 93033 and that all persons or entities with any interest in such property are aware of and have consented to such operations.

14. Independent Contractor

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

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

15. Indemnity

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

16. Insurance

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

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

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

17. Time of Essence

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

18. Fair Employment Practices

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

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

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

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

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

19. Force Majeure

Contractor and City agree that neither City nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

20. Covenants and Conditions

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

21. Governing Law

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

22. Expenses of Enforcement

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

23. Compliance with Laws

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

24. Severability

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

25. Waiver

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

26. Counterparts

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

27. Assignment

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

28. Notices

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

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

29. Amendment

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

30. Termination

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

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

31. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

Bill Camarillo, Chief Financial Officer
Agromin

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Rob Roshanian, Interim Public Works Director

Alan Holmberg, City Attorney

APPROVED AS TO AMOUNT:

Michelle Lee Johnson,
Interim Environmental Services Manager

Karen R. Burnham, Interim City Manager

LIVING WAGE POLICY

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

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

EXHIBIT 1

Page 1 of 4

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

EXHIBIT 1
Page 2 of 4

EXHIBIT A

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

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

EXHIBIT 1
Page 3 of 4

CITY OF OXNARD LIVING WAGE REQUIREMENTS EFFECTIVE JULY 1, 2011

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$14.15 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2012, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

EXHIBIT 1
Page 4 of 4

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7478
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B**

COVERAGES

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7478
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ coverage. ☐ Per Occurrence	
TYPE OF INSURANCE		APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE		CITY AGREEMENTS/PERMITS	
☐ Claims Made Retroactive Date ☐ Occurrence		OTHER PROVISIONS	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
		EACH OCCURRENCE	AGGREGATE
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐			Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: Address: Telephone: ()
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or			
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. A-7478 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature (original signature required) Telephone: () Date Signed	

Telephone: () Date Signed _____

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

Prepared By: Sofia Balderrama *[Signature]*Agenda Item No. **I-7**Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____**DATE:** March 8, 2012**TO:** City Council**FROM:** Sofia Balderrama, Management Analyst III
Recreation and Community Services *[Signature]***SUBJECT:** Allocation of Youth Enrichment Program Grant Awards Utilizing Community Development Block Grant (CDBG) and Measure "O" funding for FY 11-12**RECOMMENDATION**

That City Council:

1. Approve the allocation of \$35,019 in CDBG Youth Enrichment Program (YEP) funds and \$184,230 in Measure "O" funds for a total amount of \$219,249 to the following local community based organizations: Boys and Girls Club for \$30,000, City Impact Inc. for \$54,000, El Centrito Family Learning Centers for \$48,000, El Concilio Family Services for \$30,000, Food Share for \$21,000, and Palmer Drug Abuse Program for \$36,249.
2. Authorize the City Manager or his designee to execute CDBG subrecipient agreements requiring such groups to provide enrichment programs that target at-risk youth from very low to low income households.

DISCUSSION

During City Council's consideration of the recommended FY 11-12 CDBG budget, Council approved the maximum amount allowable under CDBG regulations, (15 percent of the entitlement plus program income) and appropriated it under the Public Service component which targets at-risk youth. In keeping with Council's direction, the CDBG Public Services allocation in the amount of \$366,404 provides for continued funding to the Police Activities League (PAL) (\$137,705), the Colonia Gymnasium (\$50,740), the Colonia Boxing Center (\$17,020), the After School Program (\$105,000), and City Corps (\$20,920). The final appropriation of grant funds in the amount of \$35,019 goes to the YEP.

In addition to the \$35,019, the CDBG YEP received an increase of \$184,230 to its annual appropriation on November 15, 2011 as part of the City Council's Measure "O" consideration and approval of programs and projects. Therefore, for FY 11-12 the CDBG YEP has a total of \$219,249 in grant funding.

The goal of CDBG YEP is to collaborate with local **57** community based organizations to implement effective violence prevention and intervention strategies that create multiple opportunities for our

youth. In order to receive CDBG funding, non-profit agencies must participate in the City's annual Request for Proposal (RFP) process.

As part of the RFP process, a Citizens Ad Hoc Review Committee ("the Committee") is formed to specifically review and select CDBG eligible youth enrichment programs from the proposals that are submitted. This year, the Committee was comprised of five members from the community with diverse backgrounds and extensive years of experience in the field of youth development. As youth advocates and practitioners, these members have a unique understanding of the emerging needs of youth in Oxnard.

The Committee's selection of the proposals is based on the criteria set forth by the Department of Housing and Urban Development (HUD) to benefit youth from very low to low income households. For children (18 years and younger), income eligibility requirements must be applied as evidenced by intake/application forms and or other source of documentation. Agencies must demonstrate their ability to provide direct support services that enhance youth asset development and reduce risk factors. Direct services must fall under one of the following priority areas:

- Educational enhancement programs (tutoring, remediation in basic skills, etc.)
- Youth employment/vocational educational & training programs (resume writing, career development, job skills training, etc.)
- Youth's health and safety programs (positive alternative activities, education on childhood obesity and its prevention, etc.)
- Parent /family intervention and support programs (teen pregnancy, HIV/AIDS, violence prevention, substance abuse, etc.)

Non-profit agencies who have been in operation for at least one year must comply with and submit verification of a number of federal, state and City regulations and policies in order to be considered eligible for CDBG funding, including:

- Most recent audit as prescribed by the agency bylaws & prepared by an independent auditor
- Articles of incorporation
- Federal non-profit status
- State non-profit status
- A list of current Board of Directors and agency bylaws
- An Oxnard business license and insurance coverage
- A commitment of 50% match in cash or in kind contributions

In addition, the Committee's task is to assess the agencies ability to further build on their existing community capacity and the successes of the past. This is accomplished by evaluating agencies background and experience in complying with the following:

- Demonstrated ability to conform with CDBG regulations
- Nature and extent of youth at-risk needs to be addressed
- Ability of agency to carry out the proposed activities
- Past experience and consistency with HUD and other federal grants and regulations
- Proposed activities are not a duplication of existing services
- Confirm the use of standard accounting practices in their fiscal record keeping

Subsequently, the Committee is recommending the following proposals for City Council's consideration and final approval:

<u>Non-Profit Agency:</u>	<u>Proposed Program</u>	<u>Recommended Grant Award:</u>
Boys and Girls Club of Greater Oxnard and Port Hueneme	College Bound Program Agency proposes to support an educational enhancement program, College Bound, to over 105 CDBG eligible youth. The College Bound program intends to guide students in reaching high school and college graduation. Targeted youth include low income, first generation college-goers, age 13 – 18 years. Students will receive tutoring, workshops preparing for college admission, and parent/child support services.	\$ 30,000
City Impact, Inc.	Violence Prevention Program Agency proposes to provide an enhancement to their violence prevention program. Additional group mentoring will be provided for 75 low-income and at-risk/high-risk children referred by Oxnard Elementary Schools. Additionally intensive case management will be provided for a minimum of 75 youth referred by Law Enforcement agencies and Oxnard Union High School District.	\$ 54,000
El Centrito Family Learning Centers	STEM Academy & Adelante Homework Club Agency proposes to enhance and expand its After School Programs by adding a STEM (Science, Technology, Engineering, Math) Academy to the Adelante Club and After School Technology Center. Services will be delivered at El Centrito's downtown site located at Campus Park in Oxnard allowing a diverse population of students needs to be met. Another enhancement is the summer S.T.E.M. academy that will function to support children's learning during the summer months. The After School and Summer Community Technology Center provides youth with free access to computer technology and provide an opportunity to build computer and academic skills. The agency proposes to serve approximately 110-120 CDBG eligible students.	\$ 48,000
El Concilio Family Services	Youth for Success Teen Pregnancy Prevention Program Agency proposes to provide the Youth for Success Teen Pregnancy Prevention Program to 450 CDBG eligible youth. The state approved curriculum "Safer choices", combined with the "Reducing the Risk" curriculum will be presented to the youth.	\$30,000
Food Share of Ventura County	Kids Farmer's Market Program This program is a three part program which intends to educate the participants in nutrition, reinforce the nutritional component by providing hands on cooking instruction, and to deliver fresh food to the home so that the participants may put into practice what they have learned. Fifty CDBG eligible students will participate.	\$21,000

Palmer Drug Abuse Program (PDAP)	Substance Abuse Prevention and Treatment Program for High Risk Youth Agency proposes to provide a significant expansion of middle school early intervention and high school level community treatment services. Services have been expanded to Frank & Fremont Intermediate Schools and Rio Del Valle Middle School. The program was also added to Haydock Intermediate School. PDAP wants to expand the program so that every student identified by teachers and school counselors can be screened and treated by PDAP's counselors. A Certified Addiction Treatment Counselor will be available on site to provide group and individual counseling to students referred by faculty. The treatment program is based on best practices, which enhance youth resiliency and motivate choices and behaviors that lead to health and connectedness to family, school and community. Case management will be provided as well as brief counseling and referrals to other services for parents. Approximately 145 CDBG eligible youth will be served.	\$36,249
	TOTAL CDBG FUNDS AVAILABLE:	\$229,249

If approved, staff will prepare and execute CDBG subrecipient agreements with the six subgrantees.

FINANCIAL IMPACT

As part of the FY 11-12 budget, City Council approved \$35,019 in CDBG funds (account number 285-5312-805-8209) to disburse to local non-profit organizations that provide services to at-risk youth through the CDBG YEP RFP process. Furthermore, City Council approved an additional appropriation of \$184,230 in Measure "O" funding as an increase to CDBG YEP.

SB:mn



Meeting Date 03/20/2012

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

Prepared By: Will Reed, Homeless Coordinator

Agenda Item No. **K-2**

Reviewed By: Interim City Manager City Attorney

Finance pc

Other (Specify) _____

DATE: December 20, 2011

TO: City Council

FROM: William E. Wilkins, Housing Director

SUBJECT: Second Amendment to the FY 2011-2012 Annual Action Plan

RECOMMENDATION

That City Council:

1. Approve and authorize the City Manager to execute the Second Amendment to the FY 2011-2012 Annual Action Plan reflecting the revisions of the first allocation from the Emergency Shelter Grant program and the updates of the second allocation from the Emergency Solutions Grant (ESG) awards.
2. Authorize the City Manager or designee to revise the ESG budget based on the second ESG allocation amount.

DISCUSSION

On May 3, 2011, City Council approved the final version of the FY 2011-2012 Action Plan (Plan). The ESG amounts included were based on a contingent notification from the United States Department of Housing and Urban Development (HUD), which initially awarded the City \$166,716. The proposed ESG program awards were as follows:

CITY OF OXNARD FY 2011-2012 EMERGENCY SHELTER GRANT PROGRAM AWARDS						
Agency Name	Essential Services	Homeless Prevention	Shelter Staff Costs	Shelter Maintenance & Operations	Administration	2011-2012 Award
Turning Point Foundation	\$13,000		\$7,000			\$20,000
St. Vincent de Paul	\$8,000		\$67,000			\$75,000
City of Oxnard					\$8,335	\$8,335
Balance not awarded	\$10,381	\$45,000	\$8,000			\$63,381
Totals	\$31,381	\$45,000	\$82,000		\$8,335	\$166,716

On May 20, 2011, HUD released its final ESG allocations for the 2011-12 Fiscal Year, and the City was awarded \$119,991. Therefore, a First Amendment public hearing was held on July 26, 2011, in order to receive public comments and review. During this meeting, City Council approved the First Amendment to the Plan to update the first allocation of ESG funds, as follows:

CITY OF OXNARD FY 2011-2012 FIRST AMENDMENT OF EMERGENCY SHELTER GRANT PROGRAM AWARDS						
Agency Name	Essential Services	Homeless Prevention	Shelter Staff Costs	Shelter Maintenance & Operations	Administration	2011-2012 Award
Turning Point Foundation	\$10,000		\$4,000			\$14,000
St. Vincent de Paul	\$4,000		\$59,000			\$63,000
City of Oxnard – Admin.					\$6,000	\$6,000
City of Oxnard – Homeless Activities	\$6,991	\$30,000				\$36,991
Totals	\$20,991	\$30,000	\$63,000		\$6,000	\$119,991

On November 15, 2011, HUD released the second ESG allocation and awarded an additional \$67,495 to the City, for a total of \$187,486. Under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, the Emergency Solutions Grants (ESG) revises and replaces Emergency Shelter Grants. Therefore, the City is required by the Citizen Participation Plan, to conduct a public hearing to

receive public comments and reviews on the final allocations of FY 2011-2012 ESG funding as revised and noted as follows:

FY 2011-2012 EMERGENCY SHELTER/SOLUTIONS GRANT PROGRAM AWARDS			
Agency Name	Approved by City Council on 7/26/2011	Proposed Additional Award	Total Proposed
Turning point Foundation	\$14,000	\$6,000	\$20,000
St. Vincent de Paul	63,000	7,000	70,000
Kingdom Center	-0-	10,000	10,000
City of Oxnard-Homeless Activities	36,991	36,434	73,425
City of Oxnard-Administration	6,000	8,061	14,061
Totals	\$119,991	\$67,495	\$187,486

A notice of 30-day public review of the Second Amendment was advertised in the *Ventura County Star Newspaper* on December 11, 2011 (Attachment No. 2), posted to the City's website (Attachment No. 3), mailed to various non-profit agencies and interested individuals (Attachment no. 4), and included in the neighborhood Services weekly packets for distribution.

FINANCIAL IMPACT

There is no financial impact to the City's General Fund.

Attachment # 1 – Application for Federal Assistance SF-424

Attachment # 2 – 30-Day Public Review Notice and Draft of HUD Second Amendment packet

Attachment # 3 – City's website – Notice of Public Hearing

Attachment # 4 – Mailing list of the Notice of Public Hearing to various agencies and individuals

Application for Federal Assistance SF-424

Version 02

***1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

***2. Type of Application**

- ☐ New
☐ Continuation
☒ Revision

* If Revision, select appropriate letter(s)

*Other (Specify)

3. Date Received:

4. Applicant Identifier:

E11-MC-06-0534

5a. Federal Entity Identifier:

E11-MC-06-0534

*5b. Federal Award Identifier:

E11-MC-06-0534

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: CITY OF OXNARD

*b. Employer/Taxpayer Identification Number (EIN/TIN):

95-6000756

*c. Organizational DUNS:

081790214

d. Address:

*Street 1: 300 WEST THIRD STREET

Street 2: _____

*City: OXNARD

County: VENTURA

*State: CALIFORNIA

Province: _____

*Country: USA

*Zip / Postal Code 93030

e. Organizational Unit:

Department Name:

HOUSING DEPARTMENT

Division Name:

GRANTS MANAGEMENT DIVISION

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: MS.

*First Name: NORMA.

Middle Name: J.

*Last Name: OWENS

Suffix: _____

Title: GRANTS MANAGER

Organizational Affiliation:

*Telephone Number: 805-385-7959

Fax Number: 805-385-7969

*Email: norma.owens@ci.oxnard.ca.us

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ATTACHMENT NO. 1

PAGE 1 OF 6

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-231

CFDA Title:

EMERGENCY SOLUTIONS GRANT

***12 Funding Opportunity Number:**

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

CITY OF OXNARD

***15. Descriptive Title of Applicant's Project:**

EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

Application for Federal Assistance SF-424		Version 02
16. Congressional Districts Of:		
*a. Applicant: CA-23	*b. Program/Project: CA-23	
17. Proposed Project:		
*a. Start Date: 07/01/11	*b. End Date: 06/30/13	
18. Estimated Funding (\$):		
*a. Federal	187,486	
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	187,486	
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____		
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
☐ c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
☐ Yes ☒ No		
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)		
☒ ** I AGREE		
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions		
Authorized Representative:		
Prefix: MRS. _____	*First Name: KAREN _____	
Middle Name: _____		
*Last Name: BURNHAM _____		
Suffix: _____		
*Title: INTERIM CITY MANAGER		
*Telephone Number: 805-385-7479	Fax Number: 805-385-7595	
* Email: karen.burnham@ci.oxnard.ca.us		
*Signature of Authorized Representative:		*Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005)
Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:	Item	Entry:
1.	Type of Submission: (Required): Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.	10.	Name Of Federal Agency: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
2.	Type of Application: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation – An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision – Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)	11.	Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
3.	Date Received: Leave this field blank. This date will be assigned by the Federal agency.	12.	Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
4.	Applicant Identifier: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.	13.	Competition Identification Number/Title: Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
5a.	Federal Entity Identifier: Enter the number assigned to your organization by the Federal Agency, if any.	14.	Areas Affected By Project: List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
5b.	Federal Award Identifier: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.	15.	Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
6.	Date Received by State: Leave this field blank. This date will be assigned by the State, if applicable.	16.	Congressional Districts Of: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5 th district, CA-012 for California 12 th district, NC-103 for North Carolina's 103 rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
7.	State Application Identifier: Leave this field blank. This identifier will be assigned by the State, if applicable.	17.	Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
8.	Applicant Information: Enter the following in accordance with agency instructions: a. Legal Name: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. b. Employer/Taxpayer Number (EIN/TIN): (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. c. Organizational DUNS: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. d. Address: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). e. Organizational Unit: Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the	18.	Estimated Funding: (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
		19.	Is Application Subject to Review by State Under Executive Order 12372 Process? Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. f. Name and contact information of person to be contacted on matters involving this application: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State
			20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.		21. Authorized Representative: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)
	A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority	M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)	

Certificate of Publication

I.O. #1241382

In Matter of Publication of:

Public Notice

State of California)

))§

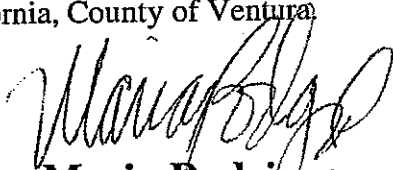
County of Ventura)

I, Maria Rodriguez, hereby certify that the Ventura County Star Newspaper has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Dec. 11, 2011

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Dec. 14, 2011, in Camarillo, California, County of Ventura


Maria Rodriguez
(Signature)



CITY OF OXNARD
NOTICE OF 30-DAY PUBLIC REVIEW
SECOND AMENDMENT OF THE FY
2011-2012 ANNUAL
ACTION PLAN

NOTICE IS HEREBY GIVEN that the City has prepared the Second Amendment of the FY 2011-2012 Annual Action Plan (Plan).

The purposes of the hearing are to amend and update the FY 2011-12 Emergency Shelter Grant Program award and to distribute the new allocation of Emergency Solutions Grant program funding. On July 26, 2011, City Council approved the First Amendment of the Plan to approve and update the first allocation of \$1,999,991 awarded to the City by the United States Department of Housing and Urban Development (HUD). On November 15, 2011, HUD released the second allocation and awarded an additional \$67,495 to the City for Fiscal Year 2011-2012. Under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, the Emergency Solutions Grants (ESG) revises and replaces Emergency Shelter Grants. Therefore, the City is required by the Citizen Participation Plan, to conduct a public hearing to receive public comments and review the new allocations of FY 2011-2012 ESG funding:

Agency Name	Approved by City Council on 7/26/11	Proposed Additional Award	Total Proposed
Trinity Point Foundation	\$14,000	\$6,000	\$20,000
St. Vincent de Paul's	\$63,000	\$7,000	\$70,000
Kingdom Center 1450 South Rose Avenue	\$10,000	\$0	\$10,000
City of Oxnard Homeless Activities	\$36,995	\$6,434	\$43,429
City of Oxnard - Administration	\$6,000	\$8,061	\$14,061
Totals	\$119,991	\$67,495	\$187,486

NOTICE IS HEREBY GIVEN that the Second Amendment will be presented for approval at the City Council Chambers, located at 305 West Third Street, on January 10, 2012 at 7:00 PM or as soon thereafter as possible.

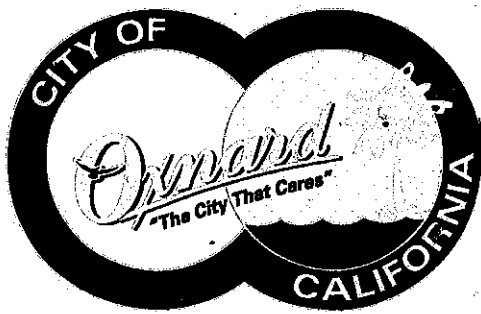
PUBLIC COMMENTS:
The public review period will begin on December 12, 2011 and conclude at 5:00 p.m. on January 10, 2012. Copies of the amended pages of the Annual Action Plan will be available for public review at the following locations:

- City of Oxnard Main Library
251 South A Street
- City of Oxnard City Clerk's Office
305 West Third Street, First Floor
- City of Oxnard Housing Department
4335 South D Street

If you plan to attend the hearing, you may contact the Office for the City Clerk at (805) 385-7808 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing or persons requiring a translator should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Norma J. Overt, Grants Manager, at (805) 385-7959. Also, written comments may be submitted by 5:00 p.m. on January 10, 2012 to the following:

City of Oxnard Housing Department
Grants Management Division
4335 South D Street
Oxnard, CA 93030



DRAFT SECOND AMENDMENT

**City of Oxnard
One Year Action Plan (FY 2011-2012),
Fourth Year Component of the
Five Year Consolidated Plan (FY 2008-2013)**

DECEMBER 2011

Prepared By:

**City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030**

ATTACHMENT NO. 2
PAGE 2 OF 18



MISSION STATEMENT

City of Oxnard VISION STATEMENT

***“The City of Oxnard will have clean, safe,
prosperous and attractive neighborhoods
with open, transparent government.”***

Adopted by Oxnard City Council in Strategic Planning Workshop of 2005
And in FY 2007-2009 Adopted Budget



Fourth Program Year Action Plan

The CPMP Fourth Annual Action Plan includes the SF-424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Narrative Responses

GENERAL

Executive Summary

The Executive Summary is required. Include the objectives and outcomes identified in the plan and an evaluation of past performance.

Action Plan Executive Summary

I. EXECUTIVE SUMMARY OF ACTION PLAN

The City of Oxnard's (City) Fiscal Year (FY) 2008-2013 Consolidated Plan (ConPlan) represents the culmination of a lengthy process that included the consultation, collaboration, and involvement of residents and other public and private agencies. This ConPlan is also the result of a dedicated and coordinated effort of a team of City employees representative of several City Programs, and is a part of an ongoing process that includes development of the Annual Action Plan. The ConPlan constitutes a strategic vision and establishes goals for affordable and supportive housing, community development, social services and economic development opportunities serving the extremely-low to low-income (ELLI) residents, as well as, the homeless population. Included in the ConPlan are broad five-year objectives, strategies and actions to accomplish these goals.

Specific identifiable activities for carrying out the City's strategies are proposed in the FY 2011-2012 Annual Action Plan (Plan), which is the fourth year component of the ConPlan. This Plan covers the period from July 1, 2011 through June 30, 2012 and also serves as an application for three federal awards under the U.S. Department of Housing and Urban Development's (HUD's) formula grant programs:

- Community Development Block Grant (CDBG);
- Emergency Shelter Grant (ESG); and
- HOME Investment Partnerships (HOME).

The entitlements, posted at the HUD website on April 22, 2011, combined with the second allocation of ESG approved by HUD on November 15, 2011; the reprogrammed funds from completed projects from prior years; and, the estimates of next year's program income receipts, bring the total funding available for FY 2011-2012 to \$5,012,946.

d. Mobilehome Replacement

The annual goal was to replace three manufactured housing units with HOME funds. The actual total assistance was four units using \$353,125 in HOME funds.

C. FISCAL YEAR 2011-2012 GRANT FUNDS AND PROPOSED USES

The City expects to receive funds under three formula grant programs, with an estimated allocation, published by HUD on April 22, 2011, as follows:

FY2011-2012 CDBG Program Entitlement	\$ 2,472,356
FY2011-2012 HOME Program Entitlement	\$ 1,012,662
FY2011-2012 ESG Program Entitlement	<u>\$ 187,486</u>
Total Entitlement Funding:	\$ 3,672,504

In addition, the City will add the following to the entitlement grant totals:

FY2011-2012 CDBG Reprogrammed Funds	\$ 1,095,442
FY2011-2012 CDBG Program Income Receipts	\$ 55,000
FY2011-2012 HOME Reprogrammed Funds	<u>\$ 190,000</u>
Total Additional Funding:	\$ 1,340,442

**TABLE 1 – CITY OF OXNARD
FY 2011-2012 ENTITLEMENT GRANTS,
PROPOSED PROJECTS FUNDING SUMMARY**

DESCRIPTION	OBJECTIVE OUTCOME	PROPOSED AMOUNT
COMMUNITY DEVELOPMENT BLOCK GRANT		
Grants Administration and Support	N/A	\$366,920
Fair Housing Program Admin	N/A	48,000
Homeless Program Administration	N/A	90,540
	Administration Subtotal	\$505,460
After School Program	1/1	\$105,000
PAL	1/1	141,130
Colonia Boxing Center	1/1	17,020
Youth Enrichment Program	1/1	35,019
Colonia Memorial Park Gym	1/1	50,740
City Corps	1/1	20,920
	Public Services Subtotal	\$369,829
Code Compliance	1/1	\$220,000
Street Improvements	1/1	1,156,909
FY 11-12 Grant		6,467
Reprogrammed Funds		1,095,442
Program Income		55,000
Business Technical Assistance	3/1	50,000
Housing Rehabilitation Administration	2/3	465,000
Campus Park Rehabilitation	1/1	480,600
Lemonwood Park Rehabilitation	1/1	375,000
	Direct Benefits Subtotal	\$2,747,509
	CDBG TOTAL	\$3,622,798
EMERGENCY SHELTER GRANT		
Program Administration	N/A	\$14,061
Homeless Prevention	1/3	73,425
Homeless Shelter	1/1	100,000
	ESG TOTAL	\$187,486
HOME INVESTMENT PARTNERSHIP GRANT766		
Program Administration	N/A	\$101,266
CHDO Development	2/2	151,900
First-Time Homebuyer	2/2	300,000
Mobilehome Replacement	2/3	289,496
Housing Rehabilitation – MH	2/3	210,000
FY 11-12 Grant		20,000
Reprogrammed Funds		190,000
Housing Rehabilitation – SF	2/3	150,000
	HOME TOTAL	\$1,202,662
	GRAND TOTAL	\$5,012,946

ATTACHMENT NO. 27
PAGE 7 OF 18

- Maintain quality neighborhoods and housing to avoid blight, prevent crime and eliminate unsafe and unhealthy living conditions;
- Strengthen the partnership between the public and private sector, including non-profit or for-profit organizations, with the overall goals of providing decent housing, expanding public services, maintaining a suitable living environment and providing economic opportunities to Oxnard residents, especially for persons; and,
- Increase the number and quality of emergency shelter beds and transitional housing units to meet the needs of homeless individuals and families.

1. Five-Year Entitlement Summary

The following table summarizes the entitlement funds received or allocated for a five-year period. Please note that these amounts do not include any program income or reprogrammed funds from prior years.

TABLE 3 - CITY OF OXNARD FIVE-YEAR ENTITLEMENT SUMMARY					
Program Year	2007	2008	2009	2010	2011
CDBG	\$2,810,804	\$2,708,769	\$2,738,283	\$2,961,698	\$2,472,356
HOME	\$1,068,452	\$1,033,211	\$1,155,701	\$1,147,134	\$1,012,662
ADDI	\$14,975	\$6,051	0	0	0
ESG	\$121,660	\$121,107	\$120,604	\$120,297	\$187,486
TOTAL	\$4,015,891	\$3,869,138	\$4,014,588	\$4,229,129	\$3,672,504

2. Community Development Goals

The City has established community development goals that are consistent with the HUD formula programs and continuously strives to create a viable urban community for its residents. Programs are selected that will maintain quality neighborhoods and housing to: prevent blight and decay; eliminate conditions detrimental to health, safety, and welfare; and, plan for growth and economic expansion in a way that balances economic interests with a quality living environment.

3. Community Development Block Grant Programs (CDBG)

The primary objective of the CDBG Program is the development of viable urban communities by providing decent housing and a suitable living environment, and

ATTACHMENT NO. 2
PAGE 8 OF 18

TABLE 4 - CITY OF OXNARD
FY 2011-2012 ENTITLEMENT GRANTS
PROPOSED ACCOMPLISHMENTS AND PROJECTS FUNDING SUMMARY

PROJ. #	LOCATION	TITLE	OBJECTIVE OUTCOMES	PROJECTED ACCOMPLISHMENTS	MATRIX	REGULATIONS/ CITATIONS	ENVIRONMENTAL REVIEW	AMOUNTS
COMMUNITY DEVELOPMENT BLOCK GRANT								
11-100	Citywide	Grants Administration and Support	N/A	N/A	21A	570.206	Exempt	366,920
11-101	Citywide	Fair Housing Program Admin	N/A	N/A	21D	570.208(a)(2)	Exempt	48,000
11-102	Citywide	Homeless Program Administration	N/A	N/A	21A	570.206	Exempt	90,540
11-201A	CT & BG	After School Program	1/1	630 Youth	05L	570.208(a)(2)	Exempt	105,000
11-201B	3401.02	PAL	1/1	1,000 Youth	05D	570.208	Exempt	141,130
11-201C	3201.01	Colonia Boxing Center	1/1	240 Youth	05D	570.208(a)(2)	Exempt	17,020
11-201D	Citywide	Youth Enrichment Program	1/1	750 Youth	05D	570.208(a)(2)	Exempt	35,019
11-201E	3202.01	Colonia Memorial Park Gym	1/1	1,300 Youth	05D	570.208(a)(2)	Exempt	50,740
11-201F	3500.01	City Corps	1/1	80 Youth	05D	570.208(a)(2)	Exempt	20,920
11-300	Citywide	Code Compliance	1/1	1,000 Housing units	15	570.202(c)	Exempt	220,000
11-301	4000.03 4000.04	Blackstock South Neighborhood Street Improvements	1/1	2,719 Persons to be served 5 New & 4 to be retained jobs/4 businesses	03K/3L	570.201(C)	Categorically Excluded	1,156,909
11-302	Citywide	Business Technical Assistance	3/1		18B	570.203(b)	Exempt	50,000
11-303	Citywide	Housing Rehabilitation Admin	2/3	25 Housing units	14H	570.202(a)(3)	Exempt	465,000
11-304	3401.02	Campus Park Rehabilitation III	1/1	1,601 Persons to be served	03F	570.208(a)(1)	Categorically Excluded	480,600
11-305	4705.03	Lemonwood Park Rehabilitation II	1/1	3,519 Persons to be served	03F	570.201(a)(1)	Categorically Excluded	375,000
CDBG TOTAL								\$3,622,798

TABLE 4 - CITY OF OXNARD (CONTINUED)

FY 2011-2012 ENTITLEMENT GRANTS								
PROPOSED PROJECTS FUNDING SUMMARY WITH OBJECTIVES / OUTCOMES								
PROJ. #	LOCATION	TITLE	OBJECTIVES OUTCOMES	PROJECTED ACCOMPLISHMENTS	MATRIX	REGULATIONS/ CITATIONS	ENVIRONMENTAL REVIEW	AMOUNTS
EMERGENCY SHELTER GRANT								
11-400	Citywide	Program Administration	N/A	N/A	21A	576.21(a)(5)	Exempt	\$14,061
11-402	Citywide	Homeless Prevention	1/3	50 Households	05Q	576.3	Categorically Excluded	73,425
11-403	Citywide	Homeless Shelter	1/1	450 Homeless people & 260 mentally ill adults	03T	576.21(a)(3)	Categorically Excluded	100,000
ESG TOTAL								\$187,486
HOME INVESTMENT PARTNERSHIP ACT								
11-500	Citywide	Program Administration	N/A	N/A	21A	92.207	Exempt	\$101,266
11-501	Citywide	CHDO Development	2/2	One organization	12	92.300	Review is done after project done	151,900
11-502	Citywide	First-Time Homebuyer	2/2	30 Housing units	13	92.205(a)(1)	Categorically Excluded	300,000
11-503	Citywide	Mobilehome Replacement	2/3	2 Mobilehome units	12	92.205(a)(4)	Categorically Excluded	289,496
11-504	Citywide	Housing Rehabilitation – MH	2/3	10 Mobilehome units	14A	92.205(a)(4)	Categorically Excluded	210,000
11-505	Citywide	Housing Rehabilitation – SF	2/3	15 Housing units	14A	92.205(a)(1)	Categorically Excluded	150,000
HOME TOTAL								\$1,202,662
GRAND TOTOAL								\$5,012,946

E. RESOURCES

The City expects the following federal, non-federal, public and private resources to be available to assist in the support of the identified priority needs and activities:

TABLE 5 - CITY OF OXNARD FY 2011-2012 EXPECTED RESOURCES			
PROGRAM	TERM		AMOUNT
Federal Resources:			
Community Development Block Grant Program – B11MC060534	07/01/11-06/30/12	\$	2,472,356
CDBG American Recovery and Reinvestment Act 2009 – B09MY060534	07/01/09-09/30/12	\$	735,791
CDBG Reprogrammed Funds	07/01/11-06/30/12	\$	1,095,442
CDBG Program Income	07/01/11-06/30/12	\$	55,000
HOME Investment Partnerships Act Program – M11MC060526	07/01/11-06/30/12	\$	1,012,662
HOME Reprogrammed Funds	07/01/11-06/30/12	\$	190,000
Emergency Shelter Grant Program – E11MC060534	07/01/11-06/30/12	\$	187,486
Homelessness Prevention – ARRA 2009 – S09M060534	08/24/09-08/23/12	\$	1,124,994
COC–Khepera House Transitional Housing – CA0717B9D111003	07/01/11-06/30/12	\$	52,747
COC–One Stop Service Center – CA0716B9D111003	04/01/11-03/30/12	\$	123,348
COC – Lighthouse Women & Children's Mission – CA0947B9D111001	02/01/11-01/31/11	\$	13,490
COC – D Street Apartments Rehabilitation - CA	07/01/11-06/30/14	\$	239,499
COC – OHA Shelter Plus Care – CA	07/01/11-06/30/16	\$	144,000
Public Housing Capital Fund – CA16P031501-09	09/14/09-09/14/13	\$	1,954,884
Public Housing Capital Fund – CA16P031501-10	07/15/10-07/15/14	\$	1,936,567
Public Housing Capital Fund – CA16P031501-11 estimate	06/30/11-06/30/15	\$	1,998,173
Section 8 Rental Assistance Program – Choice Voucher CA031VO0XXX	07/01/11-06/30/12	\$	16,859,708
Housing Choice Voucher VASH – CA031VA0001 renewal estimate	06/01/11-05/31/12	\$	247,335
Low Rent Public Housing—CA03100000111D TO 511D, 711D & 811D	07/01/11-06/30/12	\$	949,260
ROSS–Family and Homeownership–CA031REF086A007	06/20/08-06/19/12	\$	250,000
ROSS-Resident Services Coordinator Grant-CA031RPS064A009	06/16/10-06/11/13	\$	240,000
Other Resources:			
Redevelopment Housing Set-Aside-Rehabilitation & Homeownership	07/01/11-06/30/12	\$	4,278,000
CDC Set-Aside HERO – South Winds	07/01/11-06/30/12	\$	962,910
Redevelopment Agency Operating Subsidy	07/10/11-06/30/1	\$	117,000
Neighborhood Stabilization Program /CA-NSP1-6115	11/25/09-09/20/11	\$	2,015,277
CalHome Project Development 08-CALHOME-4808	05/11/09-08/11/11	\$	1,440,000
Matching funds from ESG grant	07/01/11-06/30/12	\$	187,486
Building Equity and Growth In Neighborhoods – 08—BEGIN-5074	02/23/09-06/30/11	\$	3,000,000
Low Rent Public Housing – Rental Income and Miscellaneous Revenue	07/01/11-06/30/12	\$	4,422,864

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CDBG-R funding and the amended FY 2008-2009 Annual Action Plan was formally adopted with two oral comments and no written comments.

b. Homelessness Prevention and Rapid Re-Housing Program \$1,124,994

According to the notice of the HPRP funding allocations and requirements issued by HUD, the City is required to, "...provide financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized". On April 21, 2009, the City Council accepted and applied for a \$1,124,994 allocation in HPRP funding and submitted a substantial amendment to the FY 2008-2013 ConPlan and FY 2008-2009 Annual Action Plan to HUD for approval.

The Fifth Amendment to the FY2008-2009 Annual Action Plan was approved by the Council on January 26, 2010; to match the categorical amounts budgeted to eligible activities based on the award of the contract to Ventura County-Human Services Agency (VCHSA), as follows:

• Financial Assistance in Homeless Prevention	\$456,828
• Financial Assistance in Rapid Re-housing	\$456,827
• Housing Relocation and Stabilization Services in Homeless Prevention	\$47,500
• Housing Relocation and Stabilization Services in Rapid Re-housing	\$47,500
• Data Collection and Evaluation	\$60,090
• Administration	\$56,249

However, HUD has informed the City to follow and comply with the public outreach and access guidelines of the City of Oxnard's Citizen Participation Plan. Therefore, the re-publication of the public hearing notice in the newspaper and the re-submittal of the Fifth Amendment to Council for approval on June 8, 2010, were to adhere to the City of Oxnard Citizen's Participation Plan, which requires a 30-day period of review and comment from the Oxnard residents for any substantial amendment to the Plan.

On February 19, 2011, a 30-day public review and comment notice, asking for the approval of the budget revisions and the scope of work of the VCHSA agreement was advertised in the Star. A Sixth Amendment public hearing, scheduled for March 22, 2011, was continued to April 5, 2011. The Sixth Amendment to the FY 2008-2009 Annual Action Plan was approved by the Council on April 5, 2011 with no written comments and one oral comment. The purpose of the Sixth Amendment was to reallocate the categorical amounts to better service the clients. This decision was made after thorough evaluation of the program and assessing the overall determined needs of households that have requested assistance during the first eighteen months of the program's operation.

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Then, on December 6, 2011, the Council approved the Eighth Amendment which reflected a reallocation of funds to increase levels of outreach, case management and support services. The second amended categorical amounts budgeted for eligible activities, intended to accommodate a wide array of request for assistance and also to meet the expenditure deadline imposed by HUD, are as follows:

• Financial Assistance in Homeless Prevention	\$424,300
• Financial Assistance in Rapid Re-housing	\$228,355
• Housing Relocation and Stabilization Services in Homeless Prevention	\$231,400
• Housing Relocation and Stabilization in Rapid Re-housing	\$124,600
• Data Collection and Evaluation	\$60,090
• Administration	\$28,124

c. Public Housing Capital Fund ARRA Program **\$2,302,736**

HUD requires the local public housing agencies to use the allocated funds for "energy-efficient modernization and to make large scale improvements to public housing developments."

On March 24, 2009, the City Council adopted a resolution to approve the 2009 Capital Fund Budget and 5-year Capital Fund Plan Revision, to authorize the Executive Director to accept the Public Housing Capital funds allocated by the Recovery Act and expend the funds for already underway projects or identified projects included in the 5-year Capital fund, which will produce energy savings to the Housing Authority.

The Public Housing Capital Fund under ARRA was obligated 100% in March 2010. The OHA was required to spend 60% of the funds by March 2011 and 100% by March 2012. In February 2011, the OHA had spent 100% of the funds, 13 months ahead of the required deadline. Accomplished projects for the FY2010-2011 will include:

• Plaza Vista & Palm Vista (CAL 31-5 & 31-8) Elevator Rehabilitations	\$392,945
• Scattered Sites (CAL 31-7) Bathroom Rehabilitations	\$1,004,971
Carport Covers	\$99,092

2. State Resources

a. Neighborhood Stabilization Program (NSP) **\$2,015,277**

Per the Housing and Economic Recovery Act of 2008 (HERA), HUD allocated \$145,071,506 directly to the State of California. This funding, known as NSP, is administered by the California Department of Housing and Community Development (HCD). On August 27, 2009, the City was notified of the award of \$2,015,277 through an allocation from the HCD. In November 2009, the City

Persons with disabilities needing special assistance to participate in the hearing, and non-English speaking persons requiring a translator, were advised to contact the City Clerk's Office at least 72 hours prior to the meeting.

In order to submit a comprehensive annual action plan to HUD, two additional public hearing sessions were scheduled for the Sixth (HPRP grant) and Seventh (CDBG-R grant) amendments of the FY 2008-2009 Annual Action Plan and FY 2008-2013 Consolidated Plan. The Sixth Amendment was formally approved by the Council on April 5, 2011, to adopt the scope of work changes of the Ventura County Human Resource Agency agreement. And, the Seventh Amendment was formally adopted on April 19, 2011, to add a new activity, namely Reconstruction of the Gloria Court/ Colonia Road Back Alley, as CDBG-R funded activity.

Two public hearings for the Fourth Annual Action Plan (FY2011-2012) of the five year Consolidated Plan (FY 2008-2013) were held for public review and comment:

1. First Public Hearing January 25, 2011

On December 26, 2010, a notice of public hearing was advertised in the *Ventura County Star Newspaper*. The notice announced that the purpose of the hearing was to obtain public input and/or comments on the unmet needs of ELLI persons related to housing, public facilities and improvements, public services or economic development, which are not currently being addressed by the City of Oxnard, local agencies and organizations. The public hearing was conducted on January 25, 2011. A summary of the public testimony received and other pertinent documentation are included in this Plan (see Tab 7 and Tab 8 of the Appendix). No written comments were received.

2. Second Public Hearing May 3, 2011

On April 3, 2011, a notice of public hearing was advertised in the *Ventura County Star Newspaper*, announcing the availability of the draft Annual Action Plan for FY 2011-2012. This notice officially opened the 30-day public comment period before the scheduled public hearing of May 3, 2011. The purpose of the public hearing was to receive comments from Oxnard's residents, and obtain direction from the City Council regarding any changes to the Plan and for Council to approve the proposed uses of the three entitlement grants. The City Council conducted the public hearing on May 3, 2011, and formally approved the recommended proposed use of funds for the FY 2011-2012 with no written comments, but several oral comments were received.

3. Third Public Hearing July 26, 2011- First Amendment to FY 2011-2012 Action Plan.

On June 26, 2011, a notice of public hearing was advertised in the *Ventura County Star Newspaper*, announcing the preparation of the First Amendment to the Action Plan for FY 2011-2012. The purpose of the hearing scheduled for July 26, 2011, was to receive public comments on the revised allocations of the Emergency Shelter Grant. The City Council conducted the public hearing on July 26, 2011, and formally approved the First Amendment with no written comments, and one oral comment.

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4. Fourth Public Hearing January 10, 2012- Second Amendment to FY 2011-2012 Action Plan.

On December 11, 2011, a notice of public hearing was advertised in the *Ventura County Star Newspaper*, announcing the preparation of the Second Amendment to the FY 2011-2012 Annual Action Plan. The purposes of the hearing scheduled are:

- to amend and update the first allocation of the 2011-2012 Emergency Shelter Grant, awarded from HUD in the amount of \$119,991; and,
- to distribute the additional second allocation of Emergency Solutions Grant program funding in the amount of \$67,495.

Under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH), the Emergency Solutions Grants (ESG) revises and replaces the Emergency Shelter Grants.

C. ACTIONS TO ENHANCE COORDINATION BETWEEN PUBLIC AND PRIVATE HOUSING, HEALTH AND SOCIAL SERVICE AGENCIES.

Coordination between public agencies providing housing resources, assisted housing providers, private and government health and social service agencies are critical to the delivery of viable services or products.

The City is represented on the Ventura County Housing Trust Fund (VCHTF). This consortium of cities and private agencies working to establish an affordable housing trust fund and to be able to apply for State of California Local Housing Trust Fund grants. The VCHTF will make loans and grants for affordable apartments, single-family houses, and homeless facilities. The concept of the trust fund originated with various Ventura County Housing Conferences held over the last seven years. In addition to Oxnard, the VCHTF fund has memberships from the County of Ventura, City of Thousand Oaks, Ventura County Area Housing Authority, Cabrillo Economic Development Corporation, Habitat for Humanity, NAI Capital, Ventura County Homeless and Housing Coalition, and several other service agencies.

The Homeless Assistance program will continue to meet monthly with the City appointed Commission on Homelessness, to discuss the program requirements. These monthly meetings have allowed for the vetting of issues, the overview of projects and an in-depth review of the 10-Year Plan to End Chronic Homelessness.

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HOMELESS

Specific Homeless Prevention Elements

*Please also refer to the Homeless Needs Table in the Needs.xls workbook.

1. Sources of Funds—Identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.
2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.
3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.
4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

Action Plan Special Needs response:

I. SPECIFIC HOMELESS PREVENTION ELEMENTS

A. SOURCES OF FUNDS

The only sources of funds the City expects to receive during the FY 2011-2012 to prevent homelessness are: Emergency Shelter Grant (ESG) and Continuum of Care (CoC).

The Housing Department released a Notice of Funding Availability via several media outlets on February 20, 2011, alerting the general public that ESG funds would be available beginning July 1, 2011 in the amount of \$166,716. The Review Committee, consisted of Karol Schulkin of the Commission on Homelessness, Norma Owens of the City's Housing Department, Peggy Rivera and Maria Collier of the Commission on Homeless, met on April 13, 2011 to review the submitted proposals.

On May 3, 2011, City Council approved the final draft of the FY 2011-2012 Action Plan. The ESG amounts included were based on a Contingent Notification from HUD, which initially awarded the City \$166,716. The Plan was submitted to HUD on May 19, 2011.

On May 20, 2011, HUD released its final FY 2011-2012 Emergency Shelter Grant allocations and awarded \$119,991 to the City, as an ESG first allocation and informed the City that the second allocation will be awarded under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH). Therefore, on July 26, 2011, the City Council conducted a public hearing and approved the First Amendment of the FY 2011-2012 Plan on the first allocation of \$119,991, as follows:

1. Emergency Shelter Grant (ESG) \$119,991
 - a. The Society of St Vincent de Paul (Emergency Winter Warming Shelter),
Awarded \$63,000 – This funding will be utilized to support shelter operations,

as well as, staff costs of the annual Emergency Winter Warming Shelter. The Shelter is a partnership between all the cities in West Ventura County. The Society of St. Vincent de Paul anticipates providing essential services such as food, transportation, showers, shelter and services to approximately 450 unduplicated individuals for the 2011-2012 winter season. The shelter generally, operates from December 1 through March 31.

- b. Turning Point Foundation, Awarded \$14,000** – This funding will provide essential services and shelter operations for Turning Point's emergency shelter beds in the City. Turning Point Foundation proposes to serve 260 mentally ill adults. Twenty mentally ill homeless persons, identifying Oxnard as their home, will be provided with residential shelter. Fifty percent (50%) of residential clients from Oxnard leaving the shelter are expected to find appropriate housing. Fifty percent (50%) of residential clients from Oxnard without a source of income will have some form of identifiable income upon exiting the program. Sixty-five percent (65%) of residential clients who are not receiving mental health services will be linked to these services prior to exiting the program.
- c. City of Oxnard - Homeless Activities \$36,991** – The City will begin providing essential services and eviction prevention assistance, and will hire a part-time staff person to conduct assessments and case management.
- d. City of Oxnard, Administration \$6,000** – This funding will be used to partially pay the salary of a full-time permanent Homeless Assistance Coordinator.
- e. Required Matching Funds, \$119,991** – All Oxnard's service providers are required to match, dollar-for-dollar, and the ESG awarded amounts to comply with HUD requirements. The City's general and CDBG funds are provided to match the administration portion and the City of Oxnard-Homeless Activities.

On November 5, 2011, HUD released the second allocation and awarded an additional \$67,495 to the City of Oxnard for a total of \$ 187,486. Under the HEARTH Act of 2009, the Emergency Solutions Grants (ESG) revises and replaces the Emergency Shelter Grants. Therefore, the City is required by the Citizen Participation Plan, to conduct a public hearing to receive public comments and reviews on the final allocations of the FY 2011-2012 ESG funding, as revised and noted on Table 7 as follows:

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**TABLE 7 – CITY OF OXNARD
FY 2011-2012
EMERGENCY SHELTER GRANT PROGRAM AWARDS**

Agency Name	Street Outreach	Emergency Shelter		Rapid Re-housing and Homeless Prevention		HMIS	Administration	2011-2012 Award
		Essential Services	Operations	Essential Services	HPRP			
Turning Point Foundation		6,000	14,000					\$20,000
St. Vincent de Paul		7,000	63,000					\$70,000
Kingdom Center			10,000					\$10,000
City of Oxnard – Homeless Activities				\$30,000	\$43,425			\$73,425
City of Oxnard-Admin.							\$14,061	\$14,061
Totals		\$13,000	\$87,000	\$30,000	\$43,425		\$14,061	\$187,486
Percentage		53.3%		39.2%			7.5%	100%



Directory

Employment
Press Releases
Site Search
Utility Billing and
Payments Quick Links
Online Services

Departments

City Attorney
City Clerk
City Council
City Manager
City Treasurer
Community Development
Development Services
Finance
Fire Department
Housing
Human Resources
Library
Police Department
Public Works
Recreation and
Community Services

Resources

City Directory
Oxnard Transportation
Center
Meetings
All Upcoming
Meetings/Agendas
City Council Meetings
Art in Public Places
Committee
City Council Procedures
Cmte.
City Wide Enhancement
Program
Commission on
Community Relations
Commission on
Homelessness
Community Workshop
Downtown Design Review
Committee
Downtown Improvement
Task Force
Fiscal Policy Taskforce
Graffiti Task Force
Inter-Neighborhood
Council Forum
Las Cortes, Inc.
Library Board
Measure O Citizen
Oversight Committee
Oxnard South
Revitalization
Parks and Recreation
Commission
Planning Commission
Senior Services
Commission
Transportation Policy
Committee
Utilities Task Force



* Christmas Tree Recycling

Oxnard Residents Only
3 Convenient Options
to Dispose of Your Christmas Tree



■ Oxnard News and Information



■ City of Oxnard Recommended Budget FY 2011-2013

■ City of Oxnard Adopted Budget FY 2010-2011



■ 2030 General Plan



■ Road Construction Projects



■ Simple Steps for Disaster Preparedness



■ Green Sustainability Program



■ American Recovery and Reinvestment Act of 2009



■ FEMA Floodplain Map Update



■ Peaker Plant Legal Pleadings

Documents and Notifications

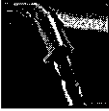
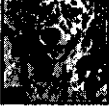
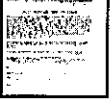
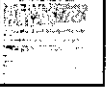
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- Notice of Extension of the 30-Day Public Review: Second Amendment of the FY 2011-2012 Annual Action Plan
- Ventura County Open Pacific Coast Study, California Coastal Analysis and Mapping Project, December 2011
- AVAILABLE: Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2011
- Notice of 30-Day Public Review: Second Amendment of the FY 2011-2012 Annual Action Plan
- Notice of Public Hearing: Unmet needs of Low Income Persons Related to Housing, Public Facilities and Improvements, Public Services and Economic Development - Jan 10, 2012 7:30 PM
- Notice of Federal Community Development Block Grant Funding Availability
- Homelessness Prevention Program

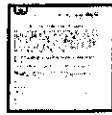
[More Notifications](#)

City Links

	Oxnard Alliance for Community Strength Action Plan		A-Z Index
	Oxnard Alliance for Community Strength's SAFETY Blueprint		Utility Billing
	Environmental Resources Service Request Form		Animal Safety Unit
	Household Hazardous Waste Appointment Request Form		Measure O Address Verification
	Public Works Frequently Asked Questions		City Calendar
	Water Consumer Confidence Report		The City Code
	New Water Conservation Ordinance In Effect July 23, 2009		Graffiti Task Force
	Oxnard 20/20 Roadmap Towards Sustainable Water Supplies		Problem Alert Form
	Approved Rate Study for Water, Wastewater and Environmental Resources Division		CalTrans' Slow for the Cone Zone



Bid Announcements



RFPs and RFQs



Jolly Jump Availability



REVERSE 911®
Notification System

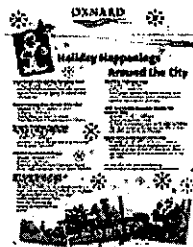


3 Cart System

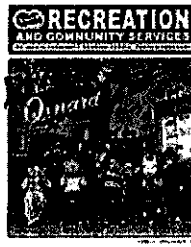


Water Conservation
Rebates

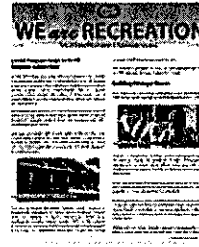
City Newsletters



2011 Holiday Happenings
- (4.24 MB)



2011 Summer Rec. Guide
- (2.4 MB)



We Are Recreation
- (583 KB)

File Viewing Information



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For further information:

City of Oxnard
305 W. Third Street, Oxnard, CA 93030

oxnardcity@ci.oxnard.ca.us

Last Updated: Dec 20 2011

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CITY OF OXNARD
NOTICE OF EXTENSION OF THE 30-DAY PUBLIC REVIEW
SECOND AMENDMENT OF THE FY 2011-2012 ANNUAL ACTION PLAN

NOTICE IS HEREBY GIVEN that the City has extended the public comment period on the Second Amendment of the FY 2011-2012 Annual Action Plan (Plan).

The purposes of the amendment are to update the FY 2011-2012 Emergency Shelter Grant Program award, and to distribute the new allocation of Emergency Solutions Grant program funding. On July 26, 2011, City Council approved the First Amendment of the Plan to approve and update the first allocation of \$119,991, awarded to the City, by the United States Department of Housing and Urban Development (HUD). On November 15, 2011, HUD released the second allocation and awarded an additional \$67,495 to the City for a total of \$187,486. Under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009, the Emergency Solutions Grants (ESG) revises and replaces Emergency Shelter Grants. Therefore, the City is required by the Citizen Participation Plan, to conduct a public hearing to receive public comments and reviews on the new allocations of FY 2011-2012 ESG funding:

FY 2011-2012 EMERGENCY SHELTER/SOLUTIONS GRANT PROGRAM AWARDS			
Agency Name	Approved by City Council on 7/26/11	Proposed Additional Award	Total Proposed
Turning Point Foundation	\$14,000	\$6,000	\$20,000
St. Vincent de Paul	63,000	7,000	70,000
Kingdom Center	-0-	10,000	10,000
City of Oxnard-Homeless Activities	36,991	36,434	73,425
City of Oxnard-Administration	6,000	8,061	14,061
Totals	\$119,991	\$67,495	\$187,486

NOTICE IS HEREBY GIVEN that the Second Amendment, currently scheduled for January 10, 2012, will be continued and presented for approval at the **City Council Chambers, located at 305 West Third Street, on January 24, 2012 at 7:00 PM or as soon thereafter as possible.**

PUBLIC COMMENTS:

The public review period will begin on **December 20, 2011**, and conclude at 5:00 p.m. on January 23, 2012. Copies of the amended pages of the Annual Action Plan will be available for public review at the following locations:

City of Oxnard Main Library
251 South "A" Street
City of Oxnard City Clerk's Office
305 West Third Street, First Floor
City of Oxnard Housing Department
435 South "D" Street

If you plan to attend the hearing, you may contact the Office of the City Clerk at (805) 385-7808, the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing or persons requiring a translator should also contact the City Clerk's Office at least 72 hours prior to the meeting. For further information, contact Norma J. Owens, Grants Manager, at (805) 385-7959. Also, written comments may be submitted by 5:00 p.m. on January 23, 2012 to the following:

City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030

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The Salvation Army
P. O. Box 541
Oxnard, CA 93032-0541

Wayne K. Warzecha
P. O. Box 5545
Oxnard, CA 93031

Ventura County Rescue Mission
P. O. Box 5545
Oxnard, CA 93031

Aurora Moreno
Community Action of Ventura County
621 Richmond Ave.
Oxnard, CA 93030

Socoro Lopez-Hanson
Commission on Human Concerns
621 Richmond Ave.
Oxnard, CA 93030c

Reverend Anthony Guillen
All Saint's Episcopal Church
144 South C Street
Oxnard, CA 93030

Karol Schulkin
HSA Homeless Service Program
1400 Vanguard Dr.
Oxnard, CA 93033

Kristin Rico
3758 Orange Grove Ave.
Oxnard, CA 93030

Marlen Torres
Homeless Commission
2030 Jasmine Street
Oxnard, CA 93036

Executive Director
Habitat for Humanity
121 South Rice Avenue
Oxnard, CA 93030

Betty Kennedy
655 Linden Drive
Oxnard, CA 93033

Khepera House
330 N. Ventura Ave.
P. O. Box 2188
Ventura, CA 93002

Sandra Cabral, District Manager
VC-HSA
1400 Vanguard #100
Oxnard, CA 93030-7235

George Edwards
567 W. Channel Islands Blvd.
P. O. Box 171
Port Hueneme, CA 93041

Ventura County Homeless
Coalition
1317 Del Norte Road Suite 100
Camarillo, CA 93010-8353

County Veterans Services Officer
955 Partridge Avenue
Ventura, CA 93003

Roberta Carreon
2565 Spinnaker Ave.
Port Hueneme, CA 93041

St. John's Health Ministries
1600 North Rose Ave.
Oxnard, CA 93030

Food Share, Inc.
4156 North Southbanks Road
Oxnard, CA 93030

Clyde Reynolds
Executive Director
Turning Point Foundation
P. O. Box 24397
Ventura, CA 93002-4397

Goodwill Industries
130 N. Lombard
Oxnard, CA 93030

Boys & Girls Club of Oxnard
Executive Director
1900 W. 5th Street
Oxnard, CA 93030

Boy Scouts of America
Vicky Johnson, Exec. Assistant
509 East Daily Drive
Camarillo, CA 93010-5820

American Red Cross
Executive Director
836 Calle Plano
P.O. Box 609
Camarillo, CA 93011-0608

Jennifer Scott-Gomez
Homeless Commission
3617 Dunkirk Drive
Oxnard, CA 93035

California Rural Legal Assistance
338 So. A Street
Oxnard, CA 93030

Herbert Sieler
Homeless Veterans Advocate
1617 Paseo Castille
Camarillo, CA 93010

Casa Latina
Residential Recovery Home for
Women
P.O. Box 51110
Oxnard, CA 93031

Casa Pacifica Youth Connection
Executive Director
1722 South Lewis Road
Camarillo, CA 93012

Center for Employment Training
761 South C Street
Oxnard, CA 93030

City Impact
Curtis Hotchikiss/Betty Hamm
829 North A Street
Oxnard, CA 93030

Ventura County Rescue Mission
125 S. Harrison
Oxnard, CA 93030

Clinicas Del Camino Real, Inc.
Clinic Manager
650 Meta Street
Oxnard, CA 93030

El Centrito De La Colonia
P. O. Box 1613
Oxnard, CA 93032-1613

El Rio Bobby Sox
Ron Mosqueda
3321 Citrus Street
Oxnard, CA 93030

Oxnard College
4000 South Rose Avenue
Oxnard, CA 93033

Gateway Community School
Attn: Phil Gore
200 Horizon Circle
Camarillo, CA 93010

Al Jones
Homeless Commission

Inlakech Cultural Arts Center
c/o Javier Gomez
632 West Guava Street
Oxnard, CA 93033

INTERFACE
Executive Director
123 N. 10th Street
Santa Paula, CA 93060-2802

Carmen Ramirez, Council
Member
2081 North Oxnard Boulevard
#250
Oxnard, CA 93036

Livingston Memorial Visiting
Nurse Assn.
Community Relations
1996 Eastman Ave. Suite 101
Ventura, CA 93001

Long Term Care Services of
Ventura County
Gordon Wells, Administrator
1841 Knoll Drive
Ventura, CA 93003

Magnolia Family Medical Clinic
2240 E. Gonzalez Road, Ste100
Oxnard, CA 93033

Pallais and Associates
2500 Stern Lane
Oxnard, CA 93035-1753

Project Understanding
Rick Pearson, Director
P. O. Box 25460
Ventura, CA 93002

Public Health Homeless Project
3147 Loma Vista Road
Ventura, CA 93003

Richard Shaw
County of Ventura
Protective Services Div.
4651 Telephone Road Suite 101
Ventura, CA 93003-5666

Ventura County Economic
Development Assn.
500 Esplanade Drive Suite 810
Oxnard, CA 93030

Luis Teran
Valle Verde Corporation
P. O. Box 531
Oxnard, CA 93031

Gloria Chinea
St. John's Regional Medical
Center
1600 N. Rose Avenue
Oxnard, CA 93030

Mr. William Reed
Oxnard First Baptist Church
936 W. Fifth Street
Oxnard, CA 93030

Will Reed
Homeless Commission
435 South "D" Street
Oxnard, CA 93030

Association of Retarded Citizens
5103 Walker Street
Ventura, CA 93003

Benito Juarez, Director
SCVA Services United
1300 West Gonzales Rd. Ste.
102A
Oxnard, CA 93036

Healthy Start Program
Marina West Elementary
2501 Carob Street
Oxnard, CA 93035-2708

Tim Flynn
211 North F Street
Oxnard, CA 93030

Susan Freedman
Wellness Community
530 Hampshire Road
Westlake Village, CA 91361

SunGard HTE
1000 Business Center Drive
Lake Mary, FL 32746

Jeff Landis
County of Ventura
Human Services Agency
855 Partridge Drive
Ventura, CA 93003

Mr. Edward Adams
Area Housing Authority of Vta.
Cty 1400 W. Hillcrest Drive
Newbury Park, CA 91320

City Manager
City of Newbury Park
1400 W. Hillcrest Drive
Newbury Park, CA 91320

Kathy Coleson
Area Housing Authority of
Ventura County
1400 W. Hillcrest Drive
Newbury Park, CA 91320

Mr. Doug Tapkin
Area Housing Authority of Vta Cty
1400 W. Hillcrest Drive
Newbury Park, CA 91320

City Manager
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Randy Richardson
City of Camarillo
601 Carmen Drive
Camarillo, CA 93010

Mr. Tom Ristau
City of Fillmore
250 Central Avenue
Fillmore, CA 93015

City Manager
City of Fillmore
250 Central Avenue
Fillmore, CA 93015

Nancy Burns
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

City Manager
City of Ojai
P. O. Box 1570
Ojai, CA 93024

Katrina Rice Schmidt, City Planner
City of Ojai
401 S. Ventura Street
P. O. Box 1570
Ojai, CA 93024-1570

Kathy McCann
City of Ojai
P. O. Box 1570
Ojai, CA 93024

Pamela Strautman
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041

City Manager
City of Port Hueneme
250 N. Ventura Road
Port Hueneme, CA 93041

City Manager
City of Santa Paula
P. O. Box 569
Santa Paula, Ca 93061

Mr. Steve Stuart
City of Santa Paula
P. O. Box 569
Santa Paula, CA 93061

Mr. Mark Asturias
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

City Manager
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Olav Hassel
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

Caroline Milton
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362

City Manager
City of Ventura
P. O. Box 99
Ventura, CA 93002

Rochelle Margolin
City of Ventura
P. O. Box 99
Ventura, CA 93002

Nancy Bocovich
County of Ventura
800 S. Victoria Ave. L#1940
Ventura, CA 93009

Christy Madden
County of Ventura
800 S. Victoria Avenue L#1940
Ventura, CA 93009

Loretta McCarty
County of Ventura
800 S. Victoria Avenue L#1940
Ventura, CA 93009

United Farm Workers
P.O. Box 62
Keene, CA 93531

Marty Robinson
County of Ventura
800 S. Victoria Avenue L#1940
Ventura, CA 93009

Bethel AME church
800 South "F" Sreet
P. O. Box 1962
Oxnard, CA 93022-1962

Child Development Resources
Executive Director
221 Ventura Boulevard
Oxnard, CA 93036

The Salvation Army
650 S. Petit Avenue
Ventura, CA 93003

Carolyn Hedgepeth
Homless Commission
3050 Jacktar Avenue
Oxnard, CA 93035-3235

Rose Avenue School
220 South Driskill Street
Oxnard, Ca 93030

Lemonwood School
2200 Carnegie Street
Oxnard, CA 93033

City Corps
555 South "A" Street, Suite 200
Oxnard, CA 93030

Colonia Gym
195 North Marquita Street
Oxnard, CA 93030

Project Understanding
P.O. Box 25460
Ventura, CA 93002

Lighthouse Mission for Women
and Children
150 North Hayes Avenue
Oxnard, CA 93030

RAIN Project Transitional Living
Center – Transitional Housing
1732 South Lewis Road
Camarillo, CA 93010

Turning Point Foundation
Traditional
P.O. Box 24397
Ventura, CA 93002

United Way of Ventura County
1317 Del Norte Road Suite 100
Camarillo, CA 93010

The Economic Development
Corporation of Oxnard (EDCO)
400 East Esplanade Drive
Oxnard, CA 93036

McKinna School, Principal
1611 South "J" Street
Oxnard, CA 93033

Driffill School, Principal
910 South "E" Street
Oxnard, CA 93030

Police Activity League (PAL)
Police Department
251 South "C" Street
Oxnard, CA 93030

Oxnard Homeless Outreach
Project (OHOP)
855 Partridge Drive
Ventura, CA 93003

City Impact, Inc.
P.O. Box 5678
Oxnard, CA 93031

Kate Mills
Homeless Commission
3147 Loma Vista Road
Ventura, CA 93003

Turning Point Foundation
Wooley House II
P.O. Box 24397
Ventura, CA 93002

St. Vincent De Paul
231 Winston Street
Los Angeles, CA 90013

Big Brother/Big Sisters of
Ventura County
445 Rosewood, Suite Q
Camarillo, CA 93010

Kamala School
634 West Kamala Street
Oxnard, ca 93033

Harrington School, Principal
2501 Gisler Avenue
Oxnard, CA 93033

Cesar Chavez School, Principal
224 North Juanita Avenue
Oxnard, CA 93030

Gwen Lauterback
Homeless Commission
2087 Rhonda Street
Oxnard, CA 93036

Khepera House
330 North Ventura Avenue
Ventura, CA 93001

Camp Fire USA
Ventura County Council
P.O. Box 5363
Oxnard, CA 93031

Ventura County Behavioral
Health Department
1911 Williams Drive, Suite 200
Oxnard, CA 93030

Turning Point Foundation
Wooley House I
P.O. Box 24397
Ventura, CA 93002

Catholic Charities – Ventura
Region
402 North "A" Street
Oxnard, CA 93030

Eileen Tracy
745 South "E" Street
Oxnard, CA 93030

Jose Andrade
Housing Commissioner
1500 Camino del Sol
Oxnard, CA 93030

Francisco Vega
Housing Commissioner
1500 Camino del Sol
Oxnard, CA 93030

Peggy Rivera
Homeless Commission
1300 E. Pleasant Valley Rd.
Space #89
Oxnard, CA 93033

Cabrillo Economic Development
Corporation (CEDC)
702 County Square Drive
Ventura, CA 93003



Meeting Date: 3/20/12

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

Prepared By: James Cameron *J.C.*Agenda Item No. **R-1**Reviewed By: City Manager *J.B.*City Attorney *PA*Finance *J.C.*

Other (Specify) _____

DATE: March 12, 2012

TO: City Council

FROM: James Cameron *James Cameron*
Chief Financial Officer

SUBJECT: Fiscal Year 2011-12 General Fund Financial Status

RECOMMENDATION

That City Council receive an update of the Fiscal Year 2011-12 General Fund financial status.

DISCUSSION

On June 14, 2011, the City Council received the Fiscal Years 2011-12 & 2012-13 Two-Year Budget. The Fiscal Year 2011-12 budget included a \$107.1 million General Fund revenue projection and expenditure appropriation. At the meeting of July 12, 2011 staff presented a revised revenue projection based on updated information of \$107.0 million, including revised property and sales tax estimates. At that time due to continued uncertainty regarding State funding issues, including the taking of \$0.7 million in vehicle license fees, staff recommended and Council concurred with the keeping the revenue budget as originally submitted with an update in a few months once additional information was available. On January 10, 2012 staff provided an update of the projected General Fund revenues which had been revised down to \$106.0 million.

The economy continues to recover; however, the inability of the Federal government to address various budgetary issues, including a rating downgrade by Standards and Poor, had a negative impact on the national economic recovery in the first half of the fiscal year. In particular the unemployment rate remained stubbornly high and businesses were not investing significant amounts of cash sitting on their balance sheets. The European financial crisis was also a hindrance to a stronger recovery. More recently the employment picture has shown signs of improvement as weekly unemployment claims have fallen and job creation in the private sector has picked up. On the negative side, the sharp jump in fuel costs will likely have a negative impact. And while there have been some positive developments in Europe, many European countries are experiencing another recession.

Overall, general fund revenues are still projected to be \$1 million under budget. Property and sales taxes are in line with both the July and January projections. This latest projection assumes transfers

back to the general fund from internal service funds of \$1.6 million to partially offset economic growth capacity built into the original projections. The \$1 million revenue shortfall can be largely explained as a \$0.3 million reduction due to economic conditions net of available City sources, and \$0.7 million in State take away from vehicle license fees. While there had been discussion of restoring vehicle license fees, continuing budgetary problems at the State make this unlikely now.

At the January 10 General Fund update, staff reported that they were in the process of confirming General Fund expenditure projections. That work has been completed and based on trends for the first six months of the fiscal year a \$2.3 million deficit is projected. The major drivers are Police and Fire overtime, fuel and utility costs, and the use of temporary employees. An example of the over expenditure for temporary employees is demand for recreational services, which continued to grow as the youth in this community do not have the same recreational alternatives they may have had in the past. Several programs will have fully expended their budgets this month as services have been enhanced the first eight months of the fiscal year due to demand.

In summary, General Fund expenditures are projected to exceed revenues by \$3.3 million based on the first half of the fiscal year. As a result, staff is evaluating planned expenditures through the remainder of the fiscal year, including existing contracts to determine where savings can be identified. Internal controls will be expanded such that only the most critical expenditures to meet community needs will be made.

FINANCIAL IMPACT

The recommended action to receive Fiscal Year 2011-12 General Fund financial update have no direct financial impact; however, it is hoped that through Council discussion, staff will receive guidance on moving forward to address the projected deficit.

JC:tr

Attachment 1 - FY 2011-12 General Fund Potential Budget Deficit

FY 2011-12
General Fund
Potential Budget Deficit

Revenues

Original Budget	\$ 107,066,000
Revised Estimated	106,109,000
Change	<u>\$ (957,000)</u>

Explanation of Revenue Change

Economic Impacts

Property and Sales Taxes	(93,000)	
Other Charges and Fees	915,000	
Economic Growth Capacity	(2,544,000)	
Interfund Transfers	1,630,000	
Other	<u>(156,000)</u>	
Total Economic Impacts		(248,000)

State Budget Balancing

Vehicle License Fee Take Away		<u>(709,000)</u>
Total Revenue Change		<u>\$ (957,000)</u>

Expenditures

Projected Budget Variance

Overtime	\$ (1,079,000)	
Temporary Employees	(641,000)	
Public Safety WC Salary	(725,000)	
Fuel & Equipment Maintenance	(787,000)	
Animal Shelter	(158,000)	
Adjustments to ISF Rates	790,000	
Other	<u>295,000</u>	
Total Expenditure Deficit		<u>\$ (2,305,000)</u>

Total Deficit	<u><u>\$ (3,262,000)</u></u>
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