



Meeting Date: 07/28/2009

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s). _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s). _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Will Reed x8044

Agenda Item No. I-8

Reviewed By: City Manager [Signature] Holmberg City Attorney [Signature] Dandy Owens Finance [Signature] Other: Grants Administration

DATE: July 2, 2009

TO: City Council

FROM: William Wilkins, Director,
Housing Department [Signature]

SUBJECT: Authorization to Award and Execute Contract for the Direct Administration of the Homeless Prevention and Rapid Re-Housing Stimulus Funds

RECOMMENDATION

That City Council approve and authorize the City Manager to execute an agreement in the amount of \$1,096,869.15 with the Ventura County Human Services Agency to administer the Homeless Prevention and Rapid Re-Housing Program (HPRP) stimulus money awarded to the City under the American Recovery and Reinvestment Act.

DISCUSSION

At the April 28, 2009 City Council meeting, City Council approved the updated Consolidated Plan which included the Homeless Services Division's request to the United States Department of Housing and Urban Development (HUD) to receive its formula allocation of the Homeless Prevention and Rapid Re-Housing funds in the amount of \$1,124,994.

Under the American Recovery and Reinvestment Act signed into law by the President of the United States on February 17, 2009, Homeless Prevention and Rapid Re-Housing funds were made available to jurisdictions to support homeless prevention activities. HUD's formula awarded the City of Oxnard with a grant of \$1,124,994 over a three-year period, beginning on October 1, 2009. The purpose of the funding is to prevent homelessness through activities such as rental assistance, relocation assistance, move-in deposits, and utility payment assistance for renters. A condition of receiving these funds is that the City must be prepared to begin obligating these funds on or before September 1, 2009. This includes executing any and all service provider contracts with potential sub-recipients.

In order to comply with HUD's requirements for HPRP funds, the City's Homeless Services Division issued a Request for Qualifications (RFQ) on May 6, 2009 and hosted a Pre-Bidder's Conference (Conference) on May 18, 2009 with the City's Purchasing Department. The closing date of the RFQ

Subject/HPRP Agreement
July 23, 2009
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period was June 29, 2009. The purpose of the Pre-Bidder's Conference was to further outline the goals and objectives of the Program, provide the latest information from HUD on the program, and to answer as many questions as possible. The Conference was attended by three (3) potential service providers: the Santa Clara Chapter of Society of St. Vincent de Paul, the American Red Cross, and the Ventura County Human Services Agency.

At the end of the RFQ period, the only service provider to submit a response was the County of Ventura Human Services Agency (Agency). The Agency is currently an active provider within the City's Continuum of Care Grant Program; additionally, the Agency has been awarded the contract from the Ventura County Homeless and Housing Coalition's (VCHHC) HPRP funds.

The Agency's staff provides the exact services identified within the list of eligible activities; and the Agency has the staffing capacity to effectively and efficiently meet the case management and reporting deadline requirements. As such, staff recommends that the City enter into a contract with the County of Ventura Human Services agency for \$1,096,869.15 for three years. Under the grant's list of eligible activities, the City is allowed up to five percent (5%) of the grant for Administrative Fees. This provides the City \$56,249.70 over the life of the grant. Half of this amount will be given to the Agency (\$28,124.85) which is included in the total amount of the agreement. The City will retain the remaining \$28,124.85 for internal Administrative Fees.

FINANCIAL IMPACT

Receipt of \$1,124,994 from the US Department of Housing and Urban Development for Homeless Prevention and Rapid Re-Housing, which includes an administrative fee of \$56,249.70.

Attachment #1:
Agreement

WR

AGREEMENT FOR PROFESSIONAL SERVICES

**HOMELESS PREVENTION AND
RAPID RE-HOUSING PROGRAM**

This Agreement for Professional Services (Agreement) is made and entered into, effective September 1, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and the County of Ventura Human Services Agency (Service Provider), a municipality, to provide homeless prevention services to homeless persons and persons at-risk of becoming homeless, under the federal Homeless Prevention and Rapid Re-Housing Program (HPRP).

WHEREAS, City has applied for and received funds from the United States Government under the American Recovery and Re-Investment Act; and

WHEREAS, City wishes to engage Service Provider to assist City in utilizing such funds for homeless prevention services.

NOW, THEREFORE, City and Service Provider hereby agree as follows:

In consideration of the following covenants, the parties agree as follows:

1. **SCOPE OF SERVICES.** The Service Provider shall furnish the services as provided in Exhibit A ", attached hereto and incorporated fully herein by this reference.
2. **TERM.** (a) The term for the performance of professional services under this Agreement will commence on October 1, 2009; (b) the City agrees to reimburse Service Provider for allowable HPRP expenses up to the agreed upon compensation incurred prior to July 1, 2009; and (c) monitoring and auditing of this Agreement, as provided under Section 7, shall continue in full force and effect until three years from the date of termination, as provided in Section 3.
3. **TERMINATION.** Either the City or Service Provider may terminate this Agreement upon 30 days written notice by the terminating party to the non-terminating party. Upon such termination, the City shall be liable to Service Provider only for those amounts earned by the Service Provider to the date of termination.
4. **COMPENSATION.** City agrees to reimburse Service Provider for allowable HPRP expenses under this Agreement in an amount not to exceed \$1,096,869.15. Terms under which compensation will be made are set forth in Exhibit A, paragraph 7. All invoices must be presented on or prior to July 16, 2012. City's obligation to make payment is contingent upon receipt of grant funds from the United States Department of Housing and Urban Development (HUD), and completion of all necessary environmental reviews.

5. **METHOD OF PAYMENT.** City agrees to pay Service Provider for the allowable HPRP expenses upon Service Provider's certification and submittal to the City's Housing Director or his designee ("Housing Director") Chief Financial Officer ("CFO") will make payment to the Service Provider within 30 days of the Finance Director's receipt of the Housing Director's approval of the Service Provider's invoice for eligible HPRP expenses.
6. **RECORDS AND REPORTS.** Service Provider agrees to supply to the Housing Director within 30 days, and no less than quarterly without request, progress reports and/or other documentation as may be required by the City to audit performance of this Agreement and/or enable the City to analyze utilization of the HPRP funds. Service Provider shall maintain separate accounting and financial records for each funding (revenue) source in support of the program. All records, files and reports relating to this Agreement in possession of Service Provider shall be the property of the Service Provider, and Service Provider hereby agrees to make such records available to the City for inspection or to deliver the same to the City upon the Housing Director's request.
7. **ACCESS TO RECORDS.** The City, HUD, Comptroller General of the United States, and any of their representatives, shall have access to all of the Service Provider's books, records, documents, and papers which relate to this Agreement during Service Provider's normal business hours, and may examine, copy and audit them for four years after completion or termination of the Agreement, and until any final audit required by HUD has been completed.
8. **ASSIGNABILITY OF AGREEMENT.** This Agreement contemplates performance by the Service Provider and is based upon a determination of its unique competence and experience and upon its specialized knowledge. The City acknowledges and agrees that the Service Provider may contract with other service providers to assist with the successful case management and ongoing housing success for HPRP clients. Assignment of any or all rights, duties or obligations of the Service Provider under this Agreement will be permitted only with the prior express written consent of the Housing Director.
9. **INDEPENDENT CONTRACTOR.** City and Service Provider agree that Service Provider is an independent contractor and that Service Provider's employees are not employees of City and do not have any contractual relationship with City. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Service Provider shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all of Service Provider's unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.
10. **INDEMNITY.** Service Provider 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 Service Provider or its agents, employees, subservice Providers, Service Providers and other persons acting on the Service Provider's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which the Service Provider or its agents, employees, subservice Providers, Service Providers and other persons acting on Service Provider's behalf would be held strictly liable.

11. INSURANCE

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

12. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. Service Provider agrees hereby to undertake the same obligations to City that City has undertaken to HUD pursuant to City's HPRP contract, the application and certifications. The obligations undertaken by Service Provider include but are not limited to compliance with each of the following:
 - i. The Housing and Community Development Act of 1974 (Public Law 93-383) as amended;
 - ii. Regulations of the U.S. Department of Housing and Urban Development relating to the HPRP programs;

- iii. Title VI of the Civil Rights Act of 1964 (Public Law 88-352); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284); Executive Order 11246 as amended by Executive Order 11375; Executive Order 11063; and any related statutes and HUD regulations heretofore issued or to be issued to implement these authorities relating to civil rights;
- iv. No member, officer or employee of Service Provider, or its designee or its agents, no member of its board of directors, or no member officer or employee of City or its designee or agents, no member of the City Council, and no other public official of City who exercises any functions or responsibilities with respect to the program during his/her tenure or for the year thereafter, shall have any interest, direct or indirect, in this Agreement or any sub agreement of this agreement, or the process thereof, for work to be performed in connection with the program assisted under this grant.

b. Employment Restrictions

- i. Prohibited Activity: Service Provider is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and nepotism activities.
- ii. OSHA: Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

c. Conduct

- i. Hatch Act: Service Provider agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to an extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
- ii. Conflict of Interest: Service Provider agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 85.36, with respect to conflicts of interest, and covenants that Service Provider presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Service Provider further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Service Provider hereunder. These conflict of interest provisions

apply to any person who is an employee, agent, Service Provider, officer, or elected official or appointed official of the City, or of any designated public agencies or Service Providers which are receiving funds.

- iii. Religious Organization: Service Provider agrees that if Service Provider is a primarily religious organization, Service Provider will comply with the regulations specified in 24 CFR 576.23.

13. GENERAL CONDITIONS

a. General Compliance

Service Provider agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

b. Workers' Compensation

Service Provider shall provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

c. HUD Recognition

Service Provider shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Service Provider will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

14. ADMINISTRATIVE REQUIREMENTS

a. Financial Management

- i. Retention: Service Provider shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, which ever occurs later. Records for nonexpendable property acquired with funds under this Agreement shall be retained for four (4) years after the final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment.
- ii. Client Data: Service Provider shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description

of services provided. Such information shall be made available to City monitors or their designees for review of request.

iii. Close-outs: Service Provider obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and receivable accounts to the City and determining the custodianship of records.

b. Reporting and Payment Procedures

i. Budgets: Service Provider will submit a detailed budget of a form and content prescribed for approval by City. City and Service Provider may agree to revise the budget from time to time in accordance with existing City policies.

ii. Indirect Costs: If indirect costs are shared, Service Provider will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to City for approval.

iii. Progress Reports: Service Provider shall submit regular Progress Reports to City in the form, content and frequency as required by City.

15. **REMEDIES.** If Service Provider is not complying with HPRP requirements or other applicable law, City may do any of the following:

- a. Issue a warning letter that further failure to comply with such requirements will result in a more serious sanction;
- b. Direct Service Provider to stop the incurring of costs with grant amounts;
- c. Require that some or all of the grant amounts be remitted to City;
- d. Reduce the levels of funds Service Provider would otherwise be entitled to receive; and/or,
- e. Elect not to provide future grant funds to the Service Provider until appropriate action is taken to ensure compliance.

16. **AGREEMENT ADMINISTRATION** The Housing Director shall administer this agreement on behalf of the City. The Chief Administrative Officer shall administer this Agreement on behalf of Service Provider. Housing Director is responsible for periodic monitoring of

Service Provider's compliance with this Agreement. The periodic monitoring shall include, but will not be limited to, on-site visits and examination of Service Provider's records.

17. NOTICES

- a. Notices to Service Provider may be delivered personally or by mail addressed to: 855 Partridge Drive, Ventura, CA 93003, Attn.: Mr. Barry Zimmerman, Director.
- b. Notices to City may be delivered personally or by mail to: City of Oxnard Housing Department, 435 South D St., Oxnard, CA 93030, Attn.: Mr. Bill Wilkins, Housing Director.

18. SUCCESSORS AND ASSIGNS Service Provider and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of City and Service Provider.

19. TIME OF ESSENCE Service Provider and City agree that time is of the essence in regard to performance of any of the terms or conditions of this Agreement.

20. CITY'S RESPONSIBILITY City shall cooperate with Service Provider as may be reasonably necessary for Service Provider to perform under this Agreement.

21. GOVERNING LAW City and Service Provider agree that the construction and interpretation of this Agreement and the rights and duties of City and Service Provider hereunder shall be governed by the laws of the State of California.

22. AMENDMENT

- a. City or Service Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both City and Service Provider and approved by the Housing Director. Such amendments shall not invalidate this Agreement, nor relieve or release City or Service Provider from its obligations under this Agreement.
- b. City may, in its discretion, amend this Agreement to conform with general, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written statement signed by both the City Housing Director and Service Provider.

23. ENTIRE AGREEMENT City and Service Provider 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF OXNARD

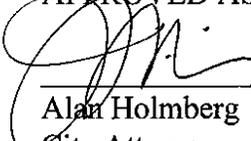
County of Ventura Human Services Agency

Edmund F. Sotelo
City Manager

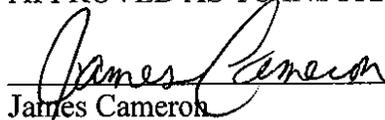
Barry L. Zimmerman
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Alan Holmberg FOR
City Attorney 7.22.09



James Cameron
Risk Manager

APPROVED AS TO CONTENT:



Bill Wilkins, Project Manager

COUNTY OF VENTURA HUMAN SERVICES AGENCY

**HOMELESS PREVENTION AND
RAPID RE-HOUSING PROGRAM (HPRP)**

SCOPE OF SERVICES

GENERAL PROVISIONS

Service Provider shall furnish the following services:

1. Service Provider shall use HPRP funds for activities for Oxnard residents as set forth in the Service Provider's application, summarized in Exhibit A-1.
2. Service Provider shall ensure that HPRP funds are administered in accordance with the requirements of program regulations and applicable laws. In this regard, Service Provider agrees to cooperate with City in City's monitoring of Service Provider's administration of HPRP requirements.
3. Service Provider shall submit a performance report to City no later than five (5) days after the date City requests such report. The performance report must contain information on the amount of funds obligated for each of the categories or eligible activities authorized under this Agreement, as well as data regarding clients served in terms of age, sex, ethnicity, and other requested categories. Quarterly reports are due five (5) days after the end of each quarter of the fiscal year. The annual performance reports are due:
 - A) July 6, 2010 for the period September 1, 2009 through June 30, 2010;
 - B) July 6, 2011 for the period September 1, 2010 through June 30, 2011; and
 - C) July 6, 2012 for the period September 1, 2011 through June 30, 2012
4. Service Provider shall maintain records necessary to document compliance with the provisions of HPRP regulations, and make them available to City upon reasonable advance notice. Service Provider shall use standard accounting practices in its fiscal record-keeping.
5. Service provider shall submit invoices for services rendered at least on a quarterly basis, no more than 30 days after the end of each quarter of the fiscal year. Invoices which are not timely submitted will not be paid. The final invoices for services rendered must be submitted no later than July 1st of each project ending year.

ATTACHMENT 1
EXHIBIT A
PAGE 9 OF 16

6. Service Provider shall use HPRP funds for activities relating to emergency shelter for the homeless and/or for homeless prevention, as set forth in Service Provider's HPRP application and the Application Summary, shown in Exhibit A-1. Service Provider allocation of funds among categories is subject to City's review and approval, based on overall grant requirements. If the Service Provider decides to use these funds for other HPRP eligible activities, Service Provider must submit a budget revision to the City for approval, prior to the funds being expended.
7. Service Provider shall utilize procedures to ensure the confidentiality of victims of family violence.
8. Service Provider shall terminate assistance to individuals and families who violate program requirements only in accordance with formal due process established by the Service Provider. This formal process, which may include a hearing, must recognize the rights of the individuals and families affected.
9. Service Provider shall conduct/complete data collection activities and enter all client data into the Homeless Management Information System (HMIS) database, which is managed through the City of Oxnard and the County of Ventura's Continuum of Care Grant Program (CoC).
10. Service Provider, along with City, shall participate in HUD's overall evaluation process of the HPRP program at any requested point during or at the conclusion of the program.

ATTACHMENT 1
EXHIBIT A
PAGE 10 OF 16

Grantee Qualifications and Responsibilities
County of Ventura, Human Services Agency

Homelessness Prevention and Rapid Re-Housing Program

Proposed Guidelines for Use of HPRP Funds

Purpose: To provide eviction prevention and rental assistance to individuals and families who are homeless or at immediate risk of homelessness.

Eligible Uses of funds (cap of \$5,000/household)

- Eviction prevention rental payment
- Security deposit
- Short term rental assistance
- Utility deposit/back payment
- Moving expenses/storage costs

The HPRP Program Manager shall have discretion to approve housing related expenses not otherwise named above. In order to best serve the chronically homeless population, an amount above the proposed \$5,000 cap would be possible with the review and approval of the Program Manager.

Ineligible Uses

- Mortgage payments
- Motel/hotel vouchers
- Furniture purchases
- Credit repair

Eligible Applicants

Applicant households must:

- ~~Currently reside and/or work in one of the following areas: Ojai, Pt. Hueneme, Fillmore, Piru, Santa Paula, Moorpark or the unincorporated areas of the county.~~ THE CITY OF OJAI (BZ)
- Be homeless (i.e. sleeping in a place not meant for human habitation (streets, riverbed, car) or in an emergency shelter or transitional housing facility; OR Be at risk of homelessness (i.e. facing eviction) and have (a) no appropriate other housing option AND (b) lack financial resources to remain housed or to secure other housing.
- Be at or below 50% of the Area Median Income (AMI).

ATTACHMENT 1
EXHIBIT A
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Appendix A

Grantee Qualifications and Responsibilities
County of Ventura, Human Services Agency

- Have an assigned case manager with whom they are working or be willing to sign an agreement with a new case manager and participate in periodic housing stability home visits for up to one year.
- Complete an application and provide all requested documentation including income verification and receipts for bills.
- Agree to obtaining and sharing a credit check.
- Have a reasonable income and likelihood of maintaining on-going rental payments.
- Agree to the collection and input of household information into the HMIS data base system.

Referring Parties

Referrals will be accepted from County of Ventura agencies, 501C3 social service agencies and area faith communities.

Two types of referrals are possible.

(a) Sponsoring Agency Referral

A Sponsoring Agency is one who already has and will maintain a case management relationship with the household. The agency agrees to continue case management support functions, including the housing stability check-ins and reporting. The "Sponsoring Agency Referral Form" and all accompanying documentation is submitted by the sponsoring agency.

(b) Direct Referral

A "Direct Referral" may be made by an agency representative who has some knowledge of the household and believes they meet the basic criteria for assistance. The "Direct Referral" form is completed by the agency representative and the client is referred to HSA for case management.

Disbursement Guidelines

- All checks will be made directly to a third party vendor.
- A copy of each check must be signed and dated by the receiving party. The signed/dated copy is then sent to HSA Fiscal Department by fax or mail.
- Maximum assistance/household is \$5,000.
- Funds may be accessed only once in an 18 month period.

ATTACHMENT 1
EXHIBIT A
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County of Ventura

HUMAN SERVICES AGENCY

Barry L. Zimmerman, Director

ADULT SERVICES
HSA DEPUTY DIRECTOR
LINDA HENDERSON

Management Asst III
Debi Markley

Public Administrator: Public
Guardian
Lauree Montes

Sr Deputy Pub Adm/Pub Grdn
(Vacant)

Sr Deputy Pub Adm/Pub Grdn
Joy Swingler

Deputy Public Administrator
Karen Bogert

Deputy Public Grdn-Consvtr
Sandra Hewitt

Deputy Public Grdn-Consvtr
Elizabeth Sanders

Deputy Public Grdn-Consvtr
Jeanne Clark

Deputy Public Grdn-Consvtr
Julian Soto

Legal Processing Asst III
Eugenia Christenson

Fiscal Specialist I
Evangeline Cachin

Fiscal Assistant III
Lisa Laport

Community Services Wrkr III
Robert Morua

Community Services Wrkr III
Christine Linkford

HS Sr Program Mgr
Marissa Mach

RAIN
HS Program Manager II
(Vacant)

Homeless Services
HS Program Coord III.
Karol Schuilken

Veterans Services
HS Veterans Services Officer
George Compton

Management Asst II
Anna McDade

Adult Protective Services & IHSS Program Operations/LTO
HS Program Mgr I
Dawn Rowland-Summers

Adult Protective Services
HS Program Coord II
Marcia Snider

CMIPS
HS Program Analyst II
Kathy Cilley-Wagner

HS IHSS Supv
Eva Stafford

HS IHSS Supv
Ida Gomez

HS Program Coord II
Cres Aquiler

HS Client Benefit Supv
Patsy Hulsey

Management Asst II
Kathleen Ingalls

HS Client Benefit Supv
Sylvia Pinuelas

Public Authority
HS Public Auth Adm I
Robert Jenkins

IHSS SW II
Ivonne Aguilar

IHSS SW II
Blanca Grajeda

CSW III
April Duenas

CSW III
Marisa Martinez

CSW III
Maria Carbajal-Navarette

CSW I
Jessica Moncayo

Admin. Assistant I
Grasiela Romero

HS Case Aide II
Wanda Hernandez-Maldonado

HS Case Aide II
Marina Duarte-Roberson

Community Services Wrkr III
(Vacant)

ATTACHMENT

EXHIBIT A

PAGE 13 OF 16

APS - Manager's Direct Report

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/09

<p>PRODUCER CHIVAROLI & ASSOCIATES INC 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680</p>	<p>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.</p>												
<p>INSURED County of Ventura Risk Management Department 800 South Victoria Avenue, L1970 Ventura, CA 93009</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> <tr> <td>INSURER A: Princeton Excess Surplus Lines Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B: Ins. Co. of the State of PA</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: Princeton Excess Surplus Lines Ins. Co.		INSURER B: Ins. Co. of the State of PA		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	N1A3RL0000053-01	07/01/08	07/01/09	EACH OCCURENCE
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				\$500,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)
		<input checked="" type="checkbox"/> Subject to a \$500,000 SIR				\$500,000
						MED EXP (Any one person)
						\$500,000
						PERSONAL & ADV INJURY
	\$500,000					
		GENERAL AGGREGATE	\$500,000			
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY	N1A3RL0000053-01	07/01/08	07/01/09	COMBINED SINGLE LIMIT (Ea accident)
		<input checked="" type="checkbox"/> ANY AUTO				\$500,000
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)
		<input type="checkbox"/> SCHEDULED AUTOS				\$
		<input type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident)
<input type="checkbox"/> NON-OWNED AUTOS	\$					
<input checked="" type="checkbox"/> \$500,000 SIR	PROPERTY DAMAGE (Per accident)					
		\$				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		<input type="checkbox"/> ANY AUTO				\$
						OTHER THAN AUTO ONLY: EA ACC
		\$				
		AGG	\$			
B		EXCESS/UMBRELLA LIABILITY	7251855	07/01/08	07/01/09	EACH OCCURENCE
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$500,000
		<input type="checkbox"/> DEDUCTIBLE				AGGREGATE
		<input checked="" type="checkbox"/> RETENTION \$ \$1 Mil				\$500,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				OTH-ER
						\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT
						\$
		E.L. DISEASE - EA EMPLOYEE				
		\$				
		E.L. DISEASE - POLICY LIMIT				
		\$				
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Evidence of coverage as respects the operations of the named insured. The City of Oxnard is included as additional insured in connection with the County of Ventura Human Services Agency, applying for a "Homeless Prevention & Rapid Rehousing Program" grant.

ATTACHMENT _____
 EXHIBIT _____
 PAGE _____ OF _____

<p>CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager 300 W. Third Street, Suite 302 Oxnard, CA 93030</p>	<p>CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES</p>
	<p><i>Richard Sachs</i> AUTHORIZED REPRESENTATIVE</p>



Date Issued: 06/27/08

ADDITIONAL INSURED - SPECIFIED ACTIVITY(IES) OR OPERATIONS

Named Insured: County of Ventura, et al	Endorsement Number 4
Policy Number: N1-A3-RL-0000053-01	Endorsement Effective: 07/01/08
Countersigned by <i>Peter G. Williams</i> (Authorized Representative)	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated above.

Schedule

Person or Organization (Additional Insured): As per schedule on file with the Company.
(This endorsement does not include The City of San Buenaventura)

Description of Activity(ies) or Operations: As per schedule on file with the Company.
(This endorsement does not include Automobile(s) for The City of San Buenaventura)

A. With respect to the General Liability Coverage Part only, the definition of **Insured** in the Liability Conditions, Definitions and Exclusions section of this policy is amended to include as an **Insured** the person or organization shown in the above Schedule with whom you have agreed in a written contract or written agreement that such person or organization be added as an additional **Insured** in your policy. Such person or organization is an **Insured** only with respect to their tort liability assumed by you relating to or arising out of the specified activity(ies) or operations described in the above Schedule. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement. Any person's or organization's status as an additional **Insured** under this endorsement ends when this policy terminates, the contract or agreement terminates or the specified activity or operation terminates, whichever occurs first.

B. The contract or agreement referred to in Paragraph A. above must be:

- and
1. In effect at the inception of the Policy Period or becomes effective during the Policy Period;
 2. Executed prior to the Bodily Injury, Property Damage, Personal and Advertising Injury covered under this Coverage Part.

C. The coverage provided by this endorsement to the additional **Insured** shown in the above Schedule does NOT apply to any **Bodily Injury, Property Damage, Personal and Advertising Injury** arising out of the sole negligence of such additional **Insured**.

All other terms and conditions remain unchanged.

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RL 2066A 06/03

ENDORSEMENT NO. 4

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ATTACHMENT 1
EXHIBIT A
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Addendum #1 received: Date June 23, 2009

Received by: Barry L. Zimmerman

Name & Title, printed: Barry L. Zimmerman, Director

Company: County of Ventura, Human Services Agency

Address: 855 Partridge Drive, Ventura CA 93003

Telephone Number, including Area Code: 805-477-5444

Fax Number, including Area Code: 805-477-5490

ATTACHMENT 1
EXHIBIT A
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